



**TENDER FOR
TOWN OF MATTAWA
MUSEUM STEEL BANDSHELL STRUCTURE**

**PROJECT NO. 2022-03
Jp2g Project No. 17-1077K**

CONTRACT DOCUMENTS

MAY 2022

**TENDER FOR
TOWN OF MATTAWA
MUSEUM STEEL BANDSHELL STRUCTURE**

**PROJECT NO. 2022-03
Jp2g Project No. 17-1077K**

May 2022

Jp2g Consultants Inc.
Engineers • Planners • Project Managers
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Pembroke, Ontario K8A 6W5
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Town of Mattawa
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Chief Administrative Officer, /Treasurer
160 Water Street
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**TENDER FOR
TOWN OF MATTAWA
MUSEUM STEEL BANDSHELL
STRUCTURE**

PROJECT No. 2022-03

Sealed Tenders plainly marked "**Tender Enclosed / Town of Mattawa, Museum Steel Bandshell Structure, Project No. 2022-03**", will be received by The Town of Mattawa until:

Friday, June 17, 2022 at 2:00 P.M.

To supply all equipment and labour required for the design, supply and erection of a steel open air bandshell structure including concrete piers, and concrete slab at the Mattawa Museum location.

A **mandatory** site visit for all bidders will be held on **Wednesday, June 8, 2022 at 10:00 a.m. local time** at the site, Mattawa Museum, Mattawa Ontario.

Tenders will be opened at The Corporation of the Town of Mattawa Municipal Office, 160 Water Street Mattawa Ontario on **Monday June 20, 2022 at 10:00 a.m.**

Complete tender documents will be available at the Town of Mattawa Municipal Office, 160 Water Street, there will be no fee for documents.

Tenders must be submitted on the Tender Form provided, accompanied by a **tender deposit** in the form of a **Certified Cheque for 5%** of the total Tender amount as noted in the Instruction to Tenderers, made payable to The Corporation of the Town of Mattawa.

The successful bidder will be required to furnish, upon award, a **certified cheque for 10%** of the tender amount as **Performance**, made payable to the Corporation of the Town of Mattawa to be held until total completion of the project.

The lowest or any tender shall not necessarily be accepted.

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SPECIFICATIONS

Division 01 – General

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APPENDICES

Appendix A – CCDC2-2020

Appendix B – Drawings stamped May 26, 2022
S-1 Foundation Plan and General Notes
S-2 Main Stage Plan View
S-3 Elevations
S-4 Elevation and Details

- 1 Scope .1 The successful Tenderer shall enter into a Contract with The Corporation of The Town of Mattawa for the design, supply of all material, erection and labour required for a pre-engineered open air steel building as shown on the attached drawings. The building is to be a 42.5' x 20' steel support structure with a 58.5' x 32' roof area and 16.67' eave height. Also included in the contract is the supply of all material and labour for installation of the concrete support piers of the steel structure and a reinforced concrete pad as shown on drawings. Painting of new steel structure to be included.
- .2 The design is to include the pre-eng. Building and foundation to suit proposed structure.
- 2 Owner .1 Wherever the word "Owner" is used it shall refer to "**The Corporation of the Town of Mattawa**" or their agent.
- 3 Engineer/Consultant .1 The Engineer/Consultant is **Jp2g Consultants Inc.**
- 4 Location of Work .1 The work is to be done is on the land owned by the Town of Mattawa, Ontario at the Museum site.
- 5 Contract .1 The successful Tenderer will be required to enter into a Contract for the work including all items noted in the documents attached hereto and as noted as tender Documents below. The Contract will be in the form of a CCDC 2-2020 copy attached.
- 6 Tender Documents .1 The Tender Documents include the Instructions to Tenderers, General Requirements, Specifications, Form of Tender and the drawings attached hereto and the Labour Conditions and Schedule of Wage Rates are all complimentary and shall be read together.

The drawings included in the Tender Documents are as shown in the Table of Contents.

Tender documents are available at the Office of:

The Corporation of the Town of Mattawa
160 Water Street
Mattawa, Ont. P0H 1V0

or

Jp2g Consultants Inc.
Engineers · Planners · Project Managers
12 International Drive
Pembroke, Ont. K8A 6W5

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- | | | |
|--|----|--|
| <u>7 Completion</u> | .1 | The steel structure and concrete pad is to be completed by Monday October 31, 2022. |
| <u>8 Examination of Documents and Site</u> | .1 | The submission of a Tender shall indicate that the Tenderer agrees and warrants that they have examined the site and all conditions relevant thereto, and all the separate documents, drawings, specifications and addenda and that the bid submitted covers the cost of all the items required in the Contract. No claims for extras will be entertained on account of conditions which could be observed on the site at the time Tenders were submitted. |
| | .2 | A Mandatory site meeting will be held on Wednesday, June 8, 2022 at 10:00 A.M. local time at the site in Mattawa. |
| <u>9 Discrepancies and Omissions</u> | .1 | Report to the Consultant in writing all discrepancies, omissions, errors, departure from Building By-Laws or good practice and points considered to be of dubious intent, so that the Consultant may, if he considers it desirable, issue instructions by Addendum. The Consultant will not be responsible for oral instructions. |
| | .2 | Misinterpretations of any requirement of the Contract documents will not be considered a release of responsibility to complete the work as indicated. If in doubt about intent of documents, contact the Consultant before Tender closing so he/she may, if necessary; issue an Addendum to clarify ambiguities. |
| <u>10 Amendments to Tender</u> | .1 | All clarifications, or other instructions issued by the Consultant during the time of Tendering will be in writing by form of an Addendum and will be issued to all who have been issued with Tender documents. |
| | .2 | Tenderers may, during the tendering period, be advised by Addendum of required additions to, deletions from or alterations in the requirements of the Tender Documents. All such changes shall become an integral part of the Tender Documents and shall be allowed for in arriving at the Fixed Sum Tender Figure. |
| | .3 | Tenderers shall insert , in the space provided in the Tender Form, the Addendum numbers of all Addenda received by them during the tendering period including any bound into the Specifications. If no Addenda have been received, the word " None " shall be inserted in the space provided. |
| <u>11 Enquiries</u> | .1 | All enquiries during the tendering period shall be directed to: |

12 International Drive
Pembroke, Ontario K8A 6W5
Telephone: (613) 735-2507
Facsimile: (613) 735-4513
Attention: Ed Schulz
Email: eschulz@jp2g.com

12 Submission
of Tenders

- .1 **The Tenderer shall submit the following items duly completed as part of his/her Tender Submission:**
- Form of Tender
 - Tender Deposit/Certified Cheque for 5% of the Tender amount
 - Signed copy of all Addenda received
 - Completed and signed Bidders Check List
- .2 Tenders must be submitted on the Form of Tender provided with the documents and all blank spaces on the Form must be completed legibly.
- .3 Tenders must be submitted in a sealed envelope marked as to contents: **(Tender Enclosed: Town of Mattawa, Steel Bandshell and Concrete Pad, Project 2022-03)**.
- .4 Tenders will be received by the Owner until: **Friday, June 17, 2022 at 2:00 P.M.**
- .5 Tenders must be signed by a person legally authorized to commit the Tenderer to all conditions of the Contract.
- .6 Tenders may **not** be submitted by fax or email, but if a formal Tender on the prescribed Tender documents, accompanied by the specified Tender Deposit, is received from a Tenderer by the designated office before the established time for closing of Tenders, that Tenderer may make amendments to his Tender by email or fax provided that such email or fax is received by the designated office (Town of Mattawa) **prior to the established time for closing of Tenders.**
- .7 Each Tender shall state the FIXED PRICE/PRICES for which the Tenderer will undertake to carry out all the work as described and/or shown in/on the Tender Documents.
- .8 All prices (unless otherwise specifically requested in the Tender documents) shall be **"Work Completed"** prices and shall be understood to include all labour, permits and other expenses, including all Sales Taxes, fees, insurance, compensation and other items required by governing regulations, as well as overhead and profit for the work concerned.

13 Acceptance
of Tenders

- .1 The Tenders will be judged by the Town of Mattawa Council as to the successful Tenderer and their decisions, if any, shall be final. Tenders will be opened **Monday June 20,**

2022 @ 10:00 A.M.

- .2 The Town of Mattawa Council reserves the right to reject any or all Tenders.

THE LOWEST OR ANY TENDER WILL NOT NECESSARILY BE ACCEPTED. NOTE: THIS PROJECT SUBJECT TO FINAL COUNCIL APPROVAL

- .3 All Tenders submitted shall be valid from the date of closing for the period as stipulated in the Form of Tender as 45 days.

- .4 The Town of Mattawa Council reserves the right to:

- a. Disqualify any Tenders not submitted in strict accordance with the requirements of the Tender Documents.
- b. Require each Tenderer to submit evidence of their and their proposed Subcontractors, experience and capabilities in similar work previously executed.

14 Tender Deposit

- .1 A **Certified Cheque for 5%** of the Tender amount as a **Tender Deposit** made payable to the Owner **shall be included with the Tender submission.**

15 Performance

- .1 The successful Tenderer must furnish a **Certified Cheque for 10%** of the Tender amount made payable to **The Town of Mattawa** as performance security should they be awarded the Contract.

16 Insurance

- .1 The successful Tenderer shall provide, at his own expense, all general liability insurance, equipment insurance and automobile insurance.

The General Liability Insurance for this project shall have a limit of not less than \$5,000,000.00 per occurrence. Jp2g Consultants Inc. and The Corporation of the Town of Mattawa to be named as co-insured.

17 Taxes, Permits, Fees

- .1 The Tenderer shall include in his Tender price the full cost of all applicable taxes, landfill tipping fees, application for building permit (there will be no fee for building permit, however, Contractor to apply for permit) and fees to complete all work under this Contract including publication of Substantial Completion Certificate. Payment of the Harmonized Sales Tax will be made to the Contractor in conjunction with amounts due on Monthly Payment Certificates as approved by the Consultant. The amount of Harmonized Sales Tax due will be shown as a separate item on the Monthly Payment Certificate.

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- 18 Warranty .1 The Contractor shall correct any defect in the work due to faulty products and/or workmanship appearing within one (12 months) one year from the date of **Final Completion** of the work of this Contract.
- .2 The Contractor shall correct and pay for any damage to other work and or structures resulting from any such defect or the correcting of defects.
- 19 Extended Warranty .1 The Contractor shall provide the Owner with extended guarantees as required by these Contract Documents and noted in the various sections.
- 20 Record Drawings .1 The General Contractor shall mark “as-built drawings” showing changes neatly and legibly in red ink on two sets of prints as they occur. These sets of prints shall provide a complete and accurate record of the construction and buried location of buried services, (existing and new), and shall be labelled “Record Drawings”. They shall be submitted to the Consultant when the project is completed or at time of Final Acceptance.
- 21 Payments to Contractor .1 The Owner shall be in possession of all Insurance Policies as a condition of payment of the first or any claims.
- .2 The Contractor shall submit with his applications for payment (commencing with the second application) a Statutory Declaration stating that:
- a. All the Subcontractors, labour, and accounts for material whatsoever entering into the construction of that portion of the work covered by the said Contract as set forth in the progress estimate passed last previous to the one attached hereto have been duly paid; and
- b. All amounts owing for Worker's Compensation, employees' income tax deducted at source, unemployment insurance deducted from wages and salaries, vacation with pay allowance and all other charges of whatsoever nature due or payable by reason of the performance of that portion of the work covered by the said Contract as set forth in the progress estimate passed last previous to the one attached hereto have been duly deducted and/or paid according to law.
- .3 The Contractor shall submit with his application for final payment in addition to the Statutory Declaration referenced

above:

- a. A Workers' Compensation Board Clearance Certificate,
- b. Any additional supporting documents that the Consultant may reasonably require.

4. Payments will be made monthly to the extent of ninety percent (90%) of the amount of work done in the immediately preceding thirty (30) days and the balance will be paid following the expiration of the statutory limitation period stipulated in the lien legislation applicable to the place of the work, (eg. in Ontario), sixty (60) days after **total completion** of the project or publication of substantial completion of the Contract provided no undischarged liens are registered against the property within the period and invoices are submitted showing the percentage of the trade breakdown which have been completed.

22 Holdback

- .1 In accordance with the Construction Lien Act, a holdback of 10% of the Contract price shall be held by the Owner for a period of **60 days commencing on the date of publication by the Contractor of the Certificate of Substantial Performance in a construction trade newspaper or 60 days after total performance of the work** if the notice of substantial completion is not published. At the end of the 60 day waiting period the Contractor shall submit an invoice for the amount of the holdback at which time a Statutory Declaration shall also be submitted ensuring there are no liens against the job.
- .2 The Contractor shall submit to the Owner a current WSIB Certificate prior to release of the holdback outlined above.
- .3 The as-built drawings, manufacturer's data, maintenance instruction, and guarantees shall be delivered to the Owner before the holdback is released.

23 Schedule of Work

- .1 Upon being awarded the Contract, the Contractor shall meet with the Consultant and shall arrange an approved schedule of work before commencing any work.
- 2 Contractor to verify with Consultant and schedule and administer project progress meetings. Contractor to record minutes, include significant proceedings and distribute copies of minutes within three days after each meeting to those in attendance and Consultant.
- .3 Upon award of Contract and at first site meeting, Contractor to provide the Consultant with a Progress Statement Cost

Breakdown showing all stages of work and associated job costs. This statement will be used to determine the work completed to date as determined by the Consultant.

- | | | |
|--------------------------------------|----|--|
| | .4 | Contractor to submit schedule for interruptions to existing facilities for approval by Consultant and Owner prior to proceeding with work. |
| <u>24 Service Locates</u> | .1 | Upon being awarded the Contract, the Contractor shall arrange for all site locates within area of construction and protect all services from damage during construction. |
| <u>25 Emergency and Access Lanes</u> | .1 | Contractor to provide and maintain at all times during construction, emergency and access lanes for fire vehicles and service vehicles. |
| | 2. | Contractor to ensure that the Owner and Consultant will have full unrestricted access to the site to allow review of progress. |

END OF SECTION

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- | | | |
|---|----|---|
| <u>1 General</u> | .1 | All conditions of the contract apply to the work of this Section. |
| | .2 | Establish rates of wages and conditions of work in accordance with the Schedule of Labour Conditions. Wherever possible give preference to local labour and suppliers. |
| | .3 | Workmanship shall be of highest quality in accordance with best standard practice for this type of work, except where specified more precisely. |
| | .4 | All materials shall be exactly as specified on drawings or approved equal by Consultant and or Owner. |
| | .5 | Wherever possible the Contractor shall give preference to the use of local labour, suppliers and sub trades. The General Contractor and all Subcontractors shall adhere to the hours of work, the working conditions, and rate of wages paid under prevailing local conditions and/or requirements, paying not less than minimum wages established by law under the minimum wage law. |
| <u>2 Project Coordination facilities.</u> | .1 | Coordinate progress of the Work, progress schedules, submittals, use of site, temporary utilities, buried locates and construction |
| | .2 | Cooperate with and coordinate with other trades as required for the satisfactory and expeditious completion of the work. Take field dimensions relative of this work. Fabricate and erect work to suit field dimensions and field conditions. Provide all forms, templates, anchors, sleeves, inserts and accessories required to be fixed to or inserted in the work and set in place or instruct the related trades as to their location. Pay the cost of extra work caused by and make up time lost as the result of failure to provide the necessary co-operation, information or items to be fixed to or built in, in adequate time. |
| <u>3 Drawings and Specifications</u> | .1 | The drawings and these specifications shall be considered an integral part of the contract documents. Neither the drawings nor the specifications shall be used alone. Any specific item or work omitted from one and which is mentioned or reasonably implied in the other shall be considered as properly and sufficiently specified and must be provided by the General Contractor. Misinterpretation of any requirements of either plans or specifications shall not relieve the Contractor of his responsibility of properly completing his work to the approval of the Consultant. |
| | .2 | These Specifications are not intended as a detailed description of installation methods but serve to indicate particular requirements in the completed work. This is a design build steel structure. |
| | .3 | Conform to Ontario Regulation 332/12 (latest revisions) made under the Building Code Act, hereafter referred to as the "Code". Where Ontario Building Code or the Contract Documents do not cover a particular requirement, which is covered by the National |

Building Code, 2012 (latest revisions), conform to the requirements of N.B.C. including its related supplements. Where Drawings and Specifications exceed Code requirements provide such additional requirements.

- .4 Where words in the Contract Documents occur in the singular number, they shall be taken as plural where applicable in accordance with the quantities required to satisfy the requirements of the Contract and construction of structure and slab.
- 4 Examination .1 Examine the work upon which your work depends. Report to Consultant in writing defects in such work. The application of your work or any part of it shall be deemed acceptance of the work upon which your work or that part of it which has been applied depends.
- 5 Cutting and Patching .1 Approvals
.1 Obtain written approval from steel building designer / manufacturer prior to starting.
- .2 Inspection
.1 Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
.2 After uncovering, inspect conditions affecting work.
.3 Beginning of cutting or patching means acceptance of existing conditions.
- .3 Execution
.1 Perform cutting, fitting, and patching to complete the Work.
.2 Remove and replace defective and non-conforming work.
.3 Perform work to avoid damage to other work.
.4 Restore work with new products in accordance with Contract Documents.
- 6 Protection .1 **Contractor to provide security and protection barriers at all times during contract to limit access by the public. Barriers are to allow continued use of Museum and site access during construction work for Owner's inspection and Consultant.**
- 7 Vandalism .1 The Contractor shall take all necessary precautions to protect the Owner's property from vandalism during construction. The Contractor shall make good any damage or loss of property directly or indirectly caused by vandalism due to his neglect.
- 8 Repair of Damage .1 Damaged work shall be made good by appropriate trades but at the expense of those causing damage. Damage shall be made good in a manner and to the extent acceptable to the Owner.
- 9 Quality Control .1 Inspection
.1 Owner and Consultant shall have access to the Work.
.2 Give timely notice requesting inspection if Work is designated for special tests, inspections or approvals by

Consultant instructions, or law of Place of the 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 Contractor to organize and pay for all soils inspection and compaction test as required to complete the work.

10 Construction
Facilities and
Temporary Controls

- .1 Installation/Removal
 - .1 Provide construction facilities and temporary controls scaffolding and barricades in order to execute work expeditiously.
 - .2 Remove from site all such work after use.
- .2 Site Storage/Loading
 - .1 Confine the Work and operations of employees to limits discussed at initial site meeting. Do not unreasonably encumber with Products.
- .3 Sanitary Facilities
 - .1 The Contractor shall provide and maintain sanitary facilities.
 - .2 Maintain in clean condition.
- .4 Temporary Power
 - .1 Power for all small tools shall be provided by the Contractor.
- .5 Project Cleanliness and Disposal
 - .1 Maintain the Work in tidy condition, free from accumulation of waste products and debris.
 - .2 Remove waste material and debris from site and deposit in waste container at end of each working day.
 - .3 All surplus materials (not provided by Owner) to be removed shall become the property of the Contractor and shall be removed from the premises unless otherwise noted. All costs associated with removal, disposal and landfill tipping fees shall be paid for by the Contractor.
- .6 Burning
 - .1 Wood and other debris resulting from demolition operations shall **NOT** be burned on the site.

11 Workmanship

- .1 Workmanship
 - .1 Workmanship shall be best quality, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify Consultant if required

-
- Work is such as to make it impractical to produce required results.
- .2 Do not employ any unfit person or anyone unskilled in their required duties.
- .3 Decisions as to quality or fitness of workmanship in cases of dispute rest solely with Consultant, whose decision is final.
- 12 Project Closeout
- .1 Final Cleaning
- .1 When the Work is Substantially Performed, remove surplus products, tools construction machinery and equipment not required for performance of remaining Work.
- .2 Remove waste materials and debris from site at regularly scheduled times or dispose of as directed by Consultant. Do not burn waste materials on site, unless approved by Consultant.
- .3 Leave work broom clean before inspection process commences.
- .2 Inspection/Takeover Procedures
- .1 Prior to application for certificate of Substantial Performance, carefully inspect the Work and ensure it is complete, that major and minor construction deficiencies are complete, defects are corrected, and work is clean and in condition for intended purpose. Notify Consultant in writing, of satisfactory completion of the Work and request an inspection.
- .2 During Consultant inspection, a list of deficiencies and defects will be tabulated. Correct same.
- .3 When Consultant considers deficiencies and defects have been corrected and it appears requirements of Contract have been performed, make application for certificate of Substantial Performance.

END OF SECTION

FORM OF TENDER

The tenderer hereby undertakes and agrees with the Owner as follows:

1. Having carefully examined:
 - (a) the locality and site of the proposed work
 - (b) all drawings, specifications and other documents listed as "Tender Documents" hereby offers to enter into a contract to supply all equipment, labour and plant necessary for the proper completion of the work set forth in the Tender Documents.

Dollars (\$ _____)

ITEM NO.	DESCRIPTION	AMOUNT
1	Supply all material and labour required for the design, supply and erection of a pre-engineered open steel building as shown on the attached drawings. Building is to be a 42.5 foot x 20 foot steel support structure with a 58.5 foot x 32 foot roof area and a 16.67 eave height. Also include is the construction of support piers for structure and a reinforced concrete pad as shown on the drawings. All areas disturbed beyond new slab to have 4" of top soil and seeded.	
2	Supply all material and labour required to paint new steel structure with exception of galvanized coated steel purlins and pre finished surfaces with one primer and two coats of Marine grade paint.	
3	Supply all material and labour required to install liner panel to underside of roof structure as specified and eave troughs and downspouts at both roof drip lines.	
3	Supply and install approx. 400 square meters of 4" topsoil and sod in areas around new bandshell. (\$.....) per square meter X assumed 400 square meters. Extra/Credit will be based on unit price per square meter.	
4	Supply and install approx. 450 tonnes of select subgrade fill material (SSM per OPSD 1010) for new bandshell graded areas beyond concrete pad and subbase. (\$.....) per tonne X assumed 350 tonnes. Extra/Credit will be based on unit price per tonne.	
5	Contingency Testing Allowance	\$20,000.00
6	Testing Allowance	\$5,000.00

Initial _____

Sub-Total	
Harmonized Sales Tax	
TOTAL CONTRACT PRICE	

- (c) This is a base bid specification. Tenderers are required to include in their tender all equipment, labour and taxes as specified.
2. Where the tenderer wishes to indicate that a reduction of the base bid tender price can be obtained by the substitution of alternative equipment or materials, a list of such alternative equipment or materials together with the amount of the price reduction shall accompany the tender.

The Owner shall have the right to accept or reject any or all alternatives proposed. In the case of acceptance by the Owner, of any or all of the proposed alternatives, the base bid tender price shall be reduced by the sum of the accepted alternatives.

3. The work will begin

Museum Steel Bandshell Structure to **be completed by Monday October 31, 2022.**

4. The tender will be valid for a period of 45 days after the date of closing of tenders.
5. I/WE have received and allowed for the Addenda numbered as follows:

6. If this tender is accepted, the Tenderer shall:
- (a) Furnish a general analysis of the contract sum, the total aggregating the amount of the tender.
 - (b) Furnish a **certified cheque as Performance Security payable to The Corporation of The Town of Mattawa for 10% of the Tender amount** to be held until total completion of the project.
 - (c) Furnish a signed Certificate of Insurance and WSIB Certificate of Clearance.
7. The Owner reserves the right to disqualify a tenderer if any qualification is attached to this tender form.

SIGNATURE: _____

COMPANY: _____

ADDRESS: _____

TEL. NO.: _____

DATE: _____

Initial _____

STATUTORY DECLARATION RE: TENDER

CANADA
PROVINCE OF ONTARIO
COUNTY OF _____

IN THE MATTER of a Proposed Contract
for the construction of:
Museum Steel Bandshell Structure
(Corporation of the Town of Mattawa)

..... DO
SOLEMNLY SWEAR THAT the several matters stated in the foregoing Tender are in all
respects true, AND
make this solemn declaration, conscientiously believing it is to be true, and knowing that it is of
the same force and effect as if made under oath, and by virtue of "The Canada Evidence Act".

DECLARED before me

the
.....
Tenderer

of

in the County of.....

this day of 20...

.....
Commissioner, etc. (or Notary Public)

The Tenderer shall complete and submit this declaration with his tender. Failure of Declaration
with his tender may result in the tender being ruled invalid by the Owner.

Initial _____

**TENDER FOR
TOWN OF MATTAWA
MUSEUM STEEL BANDSHELL STRUCTURE**

PROJECT NO. 2022-03

BIDDER'S CHECK LIST

(to be enclosed in the Tender envelope)

BEFORE SEALING THE ENVELOPE, PLEASE CHECK THAT THE FOLLOWING HAS BEEN DONE:

1. (a) Has your tender been **signed**?
(b) Has your **seal been affixed**?
2. Have you enclosed the required **5% Tender Deposit**?
3. Have you enclosed the **COMPLETE** written "**Form of Tender**" signed and each page initialed?
4. Has the "**Statutory Declaration re: Tender**" been completed?
6. Have signed copies of all **Addenda** received been included?
7. Have you included your signed copy of the "**Bidders Check List**"

NOTES:

- (i) Your Tender will be informal and may be disqualified if ANY of the foregoing points have not been complied with.
- (ii) Make sure that you seal the tender envelope and clearly mark it as to contents.

TENDER ENCLOSED:

**TOWN OF MATTAWA, MUSEUM STEEL BANDSHELL STRUCTURE
PROJECT NO. 2022-03**

Signature

Date

1. Conform to Section 01001- General Requirements.
2. Include Contingency Allowance and testing allowance as noted below and shown as Item #5 and #6 on the Tender Form.
3. Spend this allowance only on written authority of the Consultant or Owner and in accordance with GC 4.1 and 4.2 of General Conditions of the Contract, Canadian Standard Construction Document, CCDC 2, - 2020. On completion of entire job, credit to Owner any unused portion of allowances. Any amount spent in excess of the allowances will be paid to Contractor as an extra Contract sum. **Include profit and overhead on these allowances in tender amount**, leaving entire amount of allowances to be spent for its stipulated purposes. Supply proof of purchase for allowance money spent.
4. Contingency Allowance: **\$20,000.00**
5. Testing Allowance **\$5,000.00**

END OF SECTION

<u>1 General</u>	.1	Conform to Section 01001- General Requirements.
<u>2 Temporary Electric Services</u>	.1	Electric services required in the performance of the Contract shall be furnished and paid for by the Contractor who shall furnish, install and maintain all temporary poles and overhead construction, transformers, metres, drops, and other wiring and fittings for both light and power at locations required in the work, including the cost of making the service connections.
<u>3 Toilet Facilities</u>	.1	The Contractor shall provide, install and maintain for the duration of the work, temporary outside toilet facilities for the use of workmen.
<u>4 Barricades</u>	.1	The Contractor shall erect temporary barricades as required to safely conduct the work and protect public pedestrian.
	.2	Contractor to fence off Contract working area to delineate this Contract and to meet Ministry of Labour.
<u>5 Telephone</u>	.1	At least one telephone shall be made available on site by the General Contractor to all trades. General Contractor shall pay for installation and removal of telephones and all local charges only, no long distance calls.
<u>6 Storage Sheds</u>	.1	Storage sheds shall be provided in approved locations as required for the storage of materials, tools, equipment which may be damaged by weather and which are required by the Contractor's own forces. Sheds required by trades shall be provided by them in approved locations. Sheds shall be weather tight, with floors raised above ground.
<u>7 Removal of Temporary Construction</u>	.1	Temporary office facilities, toilets, barricades, storage sheds, utilities and other construction of temporary nature shall be removed from the site as soon as the progress of the work will permit in the opinion of the Consultant and/or Owner and the portions of the site so occupied shall be properly reconditioned and restored to a condition acceptable to the Owner.
<u>8 Regulations</u>	.1	Contractor to ensure that all regulations are met with respect to pedestrian safety and protection of the environment. Contractor to ensure that all regulations are met in accordance with Ministry of Labour.

INTRODUCTION:

The General Conditions of the Stipulated Price Contract – Standard Construction Document 2 – 2020 shall apply to all Contract Documents except as altered, amended, deleted, substituted, supplemented and/or superseded below.

DEFINITIONS OF THE STIPULATED PRICE CONTRACT

SC 1 DEFINITIONS

ADD the following definitions:

‘authorized’, ‘directed’, ‘required’, ‘requested’, ‘approved’, ‘ordered’, ‘sanctioned’, ‘considered’ and ‘satisfactory’, shall unless some other meaning is obvious from the context, mean respectively authorized, directed, required, requested, approved, ordered, sanctioned or considered by or satisfactory to the Owner.

‘Contractor’ or a pronoun in place thereof, means the person or persons or corporation who have undertaken to carry out the Contract.

‘Corporation’ shall mean the municipality or municipalities in or for which the work is being carried out.

‘Consultant’ OR ‘Engineer’ means the person for the time being acting as the Project Manager of the Owner or other person designated by the Owner.

‘Inspector’ means an inspector for the Owner acting under the direction of the Engineer.

‘Owner’ or a pronoun in place thereof, means either the Agency or a Corporation as identified in the Agreement.

‘owner’ has its natural meaning except when it refers to the Owner of the project.

‘Period of Maintenance’ means the period from the date of substantial performance of the contract, as set out in the Certificate of Substantial Performance, to the date of issuance of the Final Certificate and shall not be less than 18 months.

‘Plans’ means all the plans, profiles, drawings, sketches, or copies thereof exhibited, used or prepared for or in connection with the work embraced under the Contract.

‘Plant’ (unless the context requires a different meaning) means every temporary or accessory means necessary or required to carry on or complete the work and extra work, in the time and manner herein provided.

'shall', 'may', 'herein', 'person', 'writing' or 'written', 'surety', and 'security' and words used in the singular number of the masculine gender, shall have the meaning and effect as given in the Interpretation Act of the Revised Statutes of Ontario.

'Solicitor' means the person for the time being acting as Solicitor for the Owner.

'Subcontractor' includes only a person, firm or corporation having a contract for the execution of a part or parts of the work included in the general contract, or a person, firm or corporation furnishing material called for in the general contract and worked to a special design according to the plans or specifications, but does not include one who merely furnishes material not so worked.

'work' or 'works' (unless the context requires a different meaning) means the whole works, materials, matters and things required to be done, supplied, or installed that are mentioned or referred to in the Contract, including all extra or additional work or material, matters or things which may be ordered by the Owner, as herein provided.

PART 3 EXECUTION OF THE WORK

SC2 GC 3.1 CONTROL OF THE WORK

ADD The following paragraphs:

“3.1.3 The Contractor is responsible to determine their own assessment of sub-soils and ground water condition. It is left to the Contractor to formulate his own conclusions as to the nature of the existing subsurface conditions for the proper design and installation of the dewatering system. The Contractor is to make additional geotechnical investigations as deemed necessary at no extra cost to the Township/Town/Municipality.”

3.1.4 The Contractor must provide, and properly maintain in clean condition, suitable and convenient privy or water closet accommodation for his workers.

3.1.5 From the first of November to the thirtieth of April, the Contractor shall provide at his own expense, an adequate, warm, comfortable shelter, accessible during the noon hour and inclement weather to all persons employed on the work, and its location shall be approved by the Owner.

3.1.6 Where the Contractor enters into the lands or buildings of the Province of Ontario or of any municipality or of any person or enters into any highway or road under the jurisdiction and control of any public authority for the purpose of making any survey, examination, investigation, inspection or other arrangement or lays any pipes or appurtenances in, upon, through, over or under any highway or road under the jurisdiction and control of any public authority and in so doing disturbs any such lands, buildings, highways or roads, such lands, buildings, highways or roads shall be restored to their original condition without unnecessary delay.

3.1.7 The Contractor shall keep all portions of his work properly and efficiently drained

during construction and until completion, and he/she will be held responsible for all damage which may be caused or result from water backing up or flowing over, through, from or along any part of the works, or which any of his operations may cause to flow elsewhere. The Contractor shall dewater all worksites and excavations as necessary or as directed to enable the works to be constructed in a satisfactory manner. The Contractor shall not be entitled to any additional payment for compliance with the requirements hereof beyond the prices tendered for the construction of the works.

3.1.8 The Contractor must, at his own expense, and without further or other order, provide, erect and maintain all requisite barriers, fences or other proper protection; and must provide, keep and maintain watchmen and lights with red globes, as may be necessary or as may be ordered by the Owner, in order to ensure safety to the public as well as to those engaged about the premises or works. Should the Contractor neglect to carry out the above requirement, the Owner is hereby authorized to place such watchmen, lights, barriers, etc., as are required, and to charge the cost to the Contractor, without relieving the Contractor of any claims for damages or accident. The Contractor must (where it is practicable in the opinion of the Owner) keep the roadway open for travel for the use of the public, for such width as the Owner may direct. Where, in the opinion of the Owner, it is not practicable to keep a roadway open for the full flow of traffic, he/she may permit the Contractor to close or partially close such roadway and to provide for a detour of the traffic or a part thereof. In each such case and before putting into effect the closure or detour, the Contractor shall present his proposal for closure or detour to the municipal or other authority or authorities having jurisdiction over any of the roadways which will be affected by the proposed closure or detour and shall obtain the written authorization to such proposal of the said authority or authorities. The Contractor must provide a sufficient number of "NO THOROUGHFARE", "DETOUR" or other proper notices, which he/she must cause to be placed and maintained in good order in conspicuous places wherever any roadway, sidewalk, or thoroughfare is torn up or dangerous, and so long as it remains unsafe or unfinished.

3.1.9 When any work is carried on at night, the Contractor must supply, at his own expense, a sufficient number of electric or other approved and efficient lights; to enable the work to be done in an efficient and satisfactory manner, and the Owner shall have the power to order additional lights to be put on at the Contractor's expense if in the opinion of the Owner, they are, or may be required.

3.1.10 The Owner may order the work to proceed on a two or three eight-hour shift basis if he/she deems this necessary to speed up the work, or he/she may order any work to be carried out in whole or in part at night, and the Contractor shall have no claim for extra compensation in respect thereof. No work, however, shall be undertaken at night without the consent in writing of the Owner.

3.1.11 Whenever, in the judgement of the Owner, it may be necessary or expedient, in order to preserve and maintain traffic over or on any street or road, to do work at night or after or before the regular time of ending or beginning labour, such night or overtime work shall be performed by the Contractor without additional or extra cost to the Owner beyond the price bid for the work.

3.1.12 No Sunday work will be permitted, except in the case of emergency, and then only with the written permission of the Owner and to such extent as he/she may judge to be necessary.

3.1.13 The Contractor shall, as far as possible, refrain from working on days, which are legal holidays in Ontario. In case he/she desires to work on any such holiday he/she shall notify the Owner in writing to that effect at least four (4) days in advance of such holiday, stating those places where the said work will be conducted. If the Contractor fails to give such notice in advance of any holiday, such failure shall be considered as an indication that no work requiring the presence of an Owner or inspector is to be done by the Contractor on such a holiday.

3.1.14 When work is ordered or permitted by the Owner to be done during freezing weather, the Contractor shall provide the necessary means for heating, and all the materials required in the work shall be heated. Unless otherwise directed in writing by the Owner, all masonry, concrete, painting, roadway and other work liable to be injuriously affected by frost, or which cannot, in the opinion of the Owner, be satisfactorily proceeded with because of the condition of the weather, must be put in proper and satisfactory condition and be carefully and well protected from damage by frost at all times all at the cost and expense of the Contractor.

3.1.15 The Contractor shall keep the work under his personal control, and shall not assign, transfer, or sublet any portion without first obtaining the written consent of the Owner. The consent of the Owner to any such assignment, transfer, or subletting, shall not, however, relieve the Contractor of any responsibility for the proper commencement, execution, and completion of the work according to the terms of the Contract. If the Owner consents to any such assignment, transfer or subletting the Contractor shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions, or legal service, as if he/she were performing the work with his own plant and his own workers.

3.1.16 The Contractor shall make his own arrangements for a supply of water to be used in carrying out the Contract, and shall bear all costs for water and temporary connections unless otherwise specifically provided for in the Contract.

3.1.17 The Contractor shall comply with the regulations of the authority supplying the water regarding the use and care of hydrants. Any damage to hydrants caused by the Contractor's operations shall be his responsibility. In the event the Contractor fails to make good such damage the Owner will have the necessary repairs made and will retain the cost from monies due the Contractor.

3.1.18 The Contractor shall bear the cost of all water used in testing of all installations.

3.1.19 The Owner will provide the Contractor in writing with benchmarks and points of reference to be used by him/her in setting out the works. The Owner will be responsible only for the correctness of the information so supplied. From these bench marks and points of reference the Contractor will do his own setting out. The setting out by the Contractor shall include but shall not be limited to the preparation of grade sheets, the installation of

centre lines stakes, grade stakes, offsets, site rails and screeds.

3.1.20 The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works, and for the provision of all necessary instruments and labour in connection therewith. The Contractor shall not be responsible for the correctness of the information supplied by the Owner as herein provided for. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, the Contractor shall, at his own expense, rectify such error to the satisfaction of the Owner, unless such error is based on incorrect data supplied in writing by the Owner. The checking of the setting out of any line or level by the Owner shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench marks, stakes and other things used in setting out the works.

3.1.21 The Contractor must afford all necessary and reasonable facilities to the Owner, or any of its employees or workers, as well as to any company, corporation or person owning or operating any railway, tramway, wires, pipes or conduits or works or property, on, along or near the line of the works, or in their vicinity; he/she shall notify all such parties before interfering with any of their property, rights or privileges and must work in harmony with them; otherwise he/she shall notify the Owner in writing of his failure so to do, or of any difficulty that may at any time arise which he/she may be unable to overcome, in which case the Owner, shall deal with the matter as in his judgement may seem right or proper, and the Contractor shall abide by the decision and the direction of the Owner. Any property of such parties which the Owner orders to be moved by the Contractor must be handled with care, and must be neatly piled up and preserved free from injury or loss, and must be properly and satisfactorily replaced, all of which must be done by the Contractor without extra charge (unless specifically provided for in the Contract) and to the satisfaction of the Owner. The Owner shall have the right, at any time before or during the construction, or after the completion of the work, to open up any portion of the work or works, or the ground or roadway, or to grant permission for such opening to be made or left by the Contractor, as he/she, the Owner, may deem advisable, for the purpose of examining, repairing or laying any water, gas or other pipe, sewer, drain, track or other underground or surface construction or to cause any such work as he/she may deem necessary or advisable to be done, and such permission, or the exercise of such rights, either by the Owner or by any other person or corporation having the requisite authority (either statutory or otherwise) shall not relieve the Contractor from any of his responsibilities or obligations, nor shall the opening up of any portion of the work for these or any other purposes, or by any other parties, relieve the Contractor of such responsibilities or obligations, except only for the portion of the work actually torn up and destroyed, and then only in case the Contractor applies in writing for such relief at the time the work is being done, or within ten days afterwards, and can furnish sufficient cause, in the opinion of the Owner, why such relief should be granted.”

SC3 GC 3.6 SUPERVISION

ADD the following paragraph:

“3.6.3 In the absence of the Contractor from the works (whether permanent or temporary) he/she must provide and leave a competent and reliable superintendent in charge of the entire works for him/her at all times, notwithstanding the extent of subletting, and such person shall be considered as acting in his place, and all notices, communications, orders, or instructions given or sent to or served upon such person shall be taken as served upon and received by the Contractor.”

SC4 GC 3.7 LABOUR AND PRODUCTS

ADD the following paragraphs:

“3.7.4 Should any plant, appliances or materials which the Owner may deem to be inferior or unfit for use in or on the works, be brought on the site, or used, the same shall be wholly removed therefrom within twenty-four (24) hours after notification to that effect from the Owner, and in case of failure or neglect on the part of the Contractor to remove the same, the Owner may cause the same to be taken away at the Contractor’s expense and deposited, wasted, or otherwise disposed of, in any locality, place or way he/she considers convenient or proper, and the Contractor shall forthwith pay to the Owner on demand, all expenses incurred, including storage, if any, or the same may be deducted or collected by the Owner, as provided in the section GC 5.12 Monies Due Owner.

3.7.5 No surplus or other material of any kind, arising from any portion of the work, shall be sold, thrown away, dumped, wasted, or otherwise disposed of without the written sanction of the Owner, and if so disposed of the Owner may ascertain as nearly as he/she conveniently can the quantities and value, and deduct the same from the Contractor’s next progress payment certificate.

3.7.6 All excavated material shall be deposited of in the manner set forth in the Plans and Specifications for the work or as directed by the Owner.

3.7.7 All excavated material of value to, or required by the Owner, including materials from existing structures, such as old lumber, stone flagging, scoria, granite or cedar blocks, cobble stones, paving brick, stone suitable for macadam, sewer or other pipe, sewer brick, manhole or gully tops, valves, hydrants, and earth or any other materials, must be neatly piled, deposited or evenly spread by the Contractor in such place as may be directed by the Owner, the whole expense, including that of hauling, unloading, and spreading to be borne by the Contractor the above mentioned materials must be removed and deposited, as above required, as soon as excavated, or as soon thereafter as the Owner may direct.

3.7.8 Surplus excavated material not required by the Owner shall be deposited of by the Contractor off the line of the works, in such a manner as not to cause a nuisance, injury or inconvenience to the Owner or to public or private parties; otherwise the Contractor will in all cases be held liable for, and must indemnify the Owner against, all claims in respect thereof.

3.7.9 Equivalents: where pursuant to the Specifications the Contractor is required to supply an article or group of related articles designated by a trade or other name or an ‘approved equal’, the tender shall be based only upon supplying the article or group of

articles so designated, which shall be regarded as the standard of quality required by the Specifications. After the acceptance of a tender, the Contractor may apply to the Owner to substitute as an approved equal another article or group of related articles identified by a different trade or other name for an article or group of related articles designated aforesaid. The application shall be in writing and shall state the price for the proposed substitute article or group of articles, the price for the article or group of articles designated aforesaid and such other information as the Owner may require.

3.7.10 No ruling on a proposed substitution will be made prior to the acceptance of a tender. No substitution shall be made without the prior approval of the Owner. The approval or rejection of a proposed substitution shall be in the discretion of the Owner and his decision shall be final. If the proposed substitution is approved by the Owner, the Contractor shall be entitled to the first \$100 of the aggregate saving in cost by reason of such substitution and up to 50% of any additional saving in cost in excess of such \$100. The Owner shall reserve the right to negotiate the Contractor's entitlement to any additional savings in excess of \$100. Each such approval shall be conveyed to the Contractor by the issuance of a Certificate of Equality on the Agency's standard form of 'Certificate of Equality' and if any adjustment to the Contract Price is to be made by reason of such substitution, a Contract Change Order shall be issued in addition.

3.7.11 All materials and equipment shall be supplied by the Contractor with the exception of such material or equipment as is specifically stated to be supplied by the Owner. In all cases where materials or equipment are supplied by the Owner every effort will be made to have a sufficient supply of such material or equipment tested, examined and approved and ready for use at such times as they might be required, but in the case the Owner fails to furnish sufficient supply at any time, the Contractor will not be entitled to any compensation for delay on that account other than an extension of the time for completion, the extent of which shall be determined by the Owner and shall be as nearly as possible equivalent to the time delayed.

3.7.12 Once material or equipment has been supplied to the Contractor by the Owner its storage prior to use is his responsibility. Any loss, theft, or damage occurring after the material is in the Contractor's custody shall be at his expense.

3.7.13 Before taking delivery of Owner-supplied materials or equipment, the Contractor shall examine such materials or equipment and satisfy him/herself as to possible damage, which may be suffered in transit. Where damage has occurred the Contractor shall immediately notify the Owner so that a claim may be made against the carrier. Should the Contractor fail to notify the Owner of damage to materials or equipment, the Contractor will be liable for the cost of making good any damage subsequently found.

3.7.14 All persons in the employ of the Contractor or any Subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contract shall be paid fair wages and shall have hours or work in conformity with the local municipal Fair Wage By-law, if any, in conformity with any Act of the Province of Ontario and any regulations under such Act that relate to wages, hours of work or other labour conditions and in any event shall be paid not less than the rates of wages prevailing in the locality of the work.

3.7.15 In case of a dispute as to the rate or amount of wages to be paid under the Contract to any mechanic, worker, labourer, truck owner or driver, the matter shall be referred to the Owner for a decision.

3.7.16 In case the Contractor or his agents fail to pay any mechanic, worker, labourer or truck owner or driver employed by him/her in the execution of this Contract, (or in case any truck owner so employed by him/her fails to pay any driver), the rate of wages herein before provided, the Owner may pay any balance necessary to make up this amount, and charge it to the Contractor. The provisions of this section shall not, however, apply to any work, which is of necessity done away from the site.

3.7.17 So far as is practicable, local labour shall be given preference in carrying out the work under this Contract.

3.7.18 The Contractor shall not favour and shall not refuse employment to or otherwise discriminate against any person because of that person's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap, or because that person is or may become pregnant or because that person has made a complaint or given information with respect to an alleged failure by the Contractor or a Subcontractor to comply with the provisions hereof.

3.7.19 The contractor shall provide a Class IV MOE-Certified Wastewater Treatment Operator for operating the plant during start-up, testing, commissioning and during the warranty period.”

SC5 GC 3.8 SHOP DRAWINGS

ADD the following new paragraph:

“3.8.3 Before any material of any kind is used on the work, the Contractor shall submit samples thereof for the approval of the Owner and must obtain such approval. No material shall be used on the work, which is in any inferior to the approved samples. The giving of such approval shall not obligate the Owner to pay for any material other than in accordance with the Contract, shall not prevent the rejection of any material which may be found, in the opinion of the Owner, to be unsound or unfit for use on the work or not in accordance with the approved samples or the requirements of the Contract and shall not be deemed to be a waiver of objection to the work or any part thereof at any time on account of the materials used not being satisfactory or on any other account. The decision of the Owner with respect to the approval or rejection of samples shall be final.”

PART 5 PAYMENT

SC6 GC 5.2 APPLICATIONS FOR PAYMENT

ADD the following **NEW** paragraph:

“5.2.9 The Contractor shall submit with each application for progress payment, a certificate of

clearance from Workplace Safety and Insurance Board (WSIB) verifying that the Contractor has complied with all requirements, and has paid all assessments and compensations and is a member in good standing.”

SC 7 GC 5.8 MONIES DUE OWNER

ADD the following **NEW** clause:

“5.8.1 All monies payable to the Owner by the Contractor under any stipulation herein or to the Workplace Safety and Insurance Board, may be retained out of any monies then due, or which may become due, from the Owner to the Contractor under this or any other contract with the Owner, or otherwise howsoever, or may be recovered from the Contractor or his surety jointly or severally in any court of competent jurisdiction, as a debt due to the Owner; and the Owner shall have full power to withhold any estimate or certificate, if circumstances arise which may indicate to it the advisability of so doing, though the sum to be retained may be unascertained.”

PART 6 CHANGES TO THE WORK

SC8 GC 6.3 CHANGE DIRECTIVE.

ADD the following paragraph:

“6.3.6.4 The Contractor’s percentage fee shall be 10% of work performed by the Contractor’s own forces and 5% of the work performed by the Contractor’s subcontractors.”

SC9 GC 6.5 DELAYS

ADD the following paragraph:

“6.5.6 Declaration of an Emergency - No Damages. The bidders acknowledge that at the time of the release of this tender, the Province of Ontario has declared an emergency pursuant to Order in Council 518/2020 (Ontario Regulation 50/20) pursuant to section 7.0.1 of the Emergency Management and Civil Protection Act. In the event that the Canadian Federal Government or the Province of Ontario continues the state of emergency or declares a further state of Emergency the bidders expressly agree that the Owner is not liable to the bidders and the bidders hereby waive any claims for: changes in the work; extra work; additional work; liquidated damages; remedies pursuant to any hazardous or toxic substance or construction safety provisions of the contract; or indirect or consequential damages including but not limited to loss of anticipated profits or opportunity and/or the cost of labour or materials, or overhead arising out of, related to, or resulting from the said Order, or any future order by any government authority or government action related to the COVID-19, provided further that:

If work under the contract is stopped for a period of time by the Owner or other government authority because of the COVID-19 pandemic, then:

(i) The bidders shall promptly comply with such order; and,

(ii) The bidders' sole remedy related to such stoppage from the Owner or other government authority shall be an extension to the contract time for the period of time that the work under the contract is stopped, except if such stoppage is the result of an act or omission of the bidders in which case the bidders shall not be entitled to an extension of the contract time.

6.5.7 Notwithstanding the foregoing, if work under the contract is stopped for a period of time of more than forty (40) consecutive working days by the Owner or other government authority because of the COVID-19 pandemic, then the Town may terminate this agreement on seven (7) days' written notice to the bidders. On the termination date situated in such a notice, the bidders shall discontinue the Services and the Owners sole obligation to the bidders shall be pay the bidders for that portion of the work or services performed to the termination date; and, if the Owner or other governmental authority restricts the hours of work at the place of work or number of workers that may attend at the place of work because of the COVID-19 pandemic, then:

(i) the bidders shall promptly comply with such restrictions; and,

(ii) the Owners sole obligation to the bidders shall be to extend the contract time for the period of time that the Contract Administrator or Owner deems reasonable given the nature of the restrictions put in place because of COVID-19 except if such restriction are issued as a result of an act or omission of the bidders in which case the bidders shall not be entitled to an extension of the contract time.

PART 7 RIGHT TO SUSPEND OR TERMINATE

SC10 GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT.

ADD the following paragraph:

"7.1.7 Should the Contractor or any of his agents give or offer any gratuity to, or attempt to bribe, any member of the Council of the Corporation, or any officer or servant of the Agency or of the Council of the Corporation or of the agent of the Owner, the Owner shall be at liberty to cancel the Contract forthwith, to take the whole or any part of the works out of the hands of the Contractor, under the same provisions as those specified in the preceding section hereof.

7.1.8 Health and Safety Directives. The Owner puts the bidders on express notice that this tender is being issued during a healthcare emergency that may continue during the Term of the Agreement arising from this tender. The Owner reserves the right to issue health and safety directives related to COVID-19, including but not limiting to halting construction, modifying the number of workers that may attend the job site, implementing sanitation or physical distancing protocols, and the provision of services. The Contractor shall follow all such health and safety directives at its expense. In the event the Contractor fails to follow a health and safety directive that the Owner or Contract Administrator determines presents an immediate risk to the health and safety of the those at the job site or members of the public, the Owner may immediately terminate the agreement and is not liable for any damages including loss of anticipated profit or the cost of labour and materials. The Owner is not liable to the Contractor in the event of a

delay required by health and safety directives for any damages including loss of anticipated profit or the cost of labour or materials.

SC 11 GC 7.3 OWNER'S RIGHT TO SUSPEND THE WORK

ADD the following **NEW** clause:

"7.3.1 The Owner may, by an order in writing, at any time stop or suspend any part of the work, or direct any portion to be commenced or completed in priority to any other part or portion, or may cancel the order to proceed with the work, or with any part thereof, and the Contractor shall not thereby be entitled to any additional payment, or to claim for loss of profit or anticipated profit, or for damages or otherwise howsoever, by reason of such order except as may be allowed in accordance with Part 5 and Part 6. When in the opinion of the Owner, it is deemed advisable for any reason to discontinue the work, or any part thereof, for the winter, the Contractor must, on notice from the Owner of the required discontinuation, forthwith place the work in proper and satisfactory condition for the accommodation and safety of the public and for the effectual protection of the work against damage from rain, snow, frost, ice, or other causes, and must so maintain the work."

PART 8 DISPUTE RESOLUTION

SC12 GC 8.3 NEGOTIATION, MEDIATION, AND ARBITRATION

ADD the following paragraph:

"8.3.9 In all cases of misunderstandings or disputes, oral arrangements will not be considered, but the Contractor must produce written authority in support of his contentions, and shall advance no claim in absence of such written authority, and shall not use, or attempt to use, against the Owner any conversation with any parties."

PART 9 PROTECTION OF PERSONS AND PROPERTY

SC13 GC 9.4 CONSTRUCTION SAFETY

ADD the following paragraphs:

"9.4.6 If at any time the Owner or his authorized representative considers the works to be unsafe he/she may order the Contractor to take measure forthwith to ensure adequate safety. Should the Contractor fail to take adequate measures, the Owner or his representative may order the work to cease until such measures have been taken. The Contractor shall not be entitled to additional payment for, or an extension of time for the performance of the Contract by reason of, such safety measures. The fact that the Owner or his representative has ordered or has failed to order additional safety measures shall not relieve the Contractor of responsibility for the adequacy of the safety measures taken.

9.4.7 The Contractor during the progress of the work shall keep the site and the work in as tidy a condition as practicable. He/she shall not deposit any material on any portion of

street, sidewalk, boulevard, grass plot, or Agency or public property, without permission of the Owner, and shall remove same without delay when and as directed by the Owner. Upon completion of the work and subject to Section 7 he/she shall remove all false work, plant and surplus materials, as well as any rubbish accumulated on account of his operations and shall leave the site in a condition satisfactory to the Owner.

9.4.8 Unless all surplus material, plant, rubbish, false work, etc., are removed, from time-to-time, when and as directed, the Owner will proceed to do whatever is necessary to restore the site, and street, sidewalk, boulevard, grass plot, or Agency or public property to a tidy condition and will charge the cost thereof against the Contractor. Whenever and wherever any work is closed, suspended or stopped for the winter, all material of every description must be gathered up from the street, sidewalks, boulevards, and grass plots and removed there from and the site shall be left in a safe and tidy condition and shall be maintained in a safe condition until work is resumed.

PART 10 GOVERNING REGULATIONS

SC 14 GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

DELETE paragraph 10.2.3 in its entirety and **REPLACE** with the following paragraph:
“10.2.3 The Contractor shall obtain and pay for all permits, licences, inspections and certificates necessary for the performance of the work unless otherwise noted as being obtained by the owner. The contract price includes the cost of these permits, licences, inspections and certificates and their procurement. The contractor shall arrange and pay for, as a minimum, the following submissions:

- Building Permit
- Hydro Permits and ESA inspections
- Category 2 Permit to Take Water
- All provincial and municipal permits

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

SC 15 GC 12.3 WARRANTY

ADD the following paragraph:

“12.3.7 The Contractor shall be responsible to administer all warranties and shall act as a single point of contact with the Owner for engaging sub-consultants and sub-trades to resolve warranty issues during the warranty period.

END OF SECTION

PART 1 GENERAL

1.1 REFERENCES

- .1 American Concrete Institute (ACI)
 - .1 SP-66-04, ACI Detailing Manual 2004.
 - .1 ACI 315-17, Details and Detailing of Concrete Reinforcement.
 - .2 ACI 315R-18, Manual of Engineering and Placing Drawings for Reinforced Concrete Structures.
 - .2 American Society for Testing and Materials International (ASTM)
 - .1 ASTM A143/A143M-14, Standard Practice for Safeguarding Against Embrittlement of Hot-Dip Galvanized Structural Steel Products and Procedure for Detecting Embrittlement.
 - .2 ASTM A185/A185M-07, Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
 - .3 ASTM A497/A497M-07, Standard Specification for Steel Welded Wire Reinforcement, Deformed, for Concrete.
 - .4 ASTM A775/A775M-19, Standard Specification for Epoxy-Coated Reinforcing Steel Bars.
 - .3 Canadian Standards Association (CSA International)
 - .1 CSA-A23.1-14&A23.2-14 Concrete Materials and Methods of Concrete Construction/Methods of Test and Standard Practices for Concrete.
 - .2 CSA-A23.3-14, Design of Concrete Structures.
 - .3 CAN/CSA-G30.18-M92(R2007), Billet-Steel Bars for Concrete Reinforcement, A National Standard of Canada.
 - .4 CSA-G40.20/G40.21-13, General Requirements for Rolled or Welded Structural Quality Steel/Structural Quality Steel.
 - .5 CAN/CSA-G164-M92(R2003), Hot Dip Galvanizing of Irregularly Shaped Articles, A National Standard of Canada.
 - .6 CSA W186-M1990(R2016), Welding of Reinforcing Bars in Reinforced Concrete Construction.
 - .4 Reinforcing Steel Institute of Canada (RSIC)
 - .1 RSIC-2018-Reinforcing Steel Manual of Standard Practice.

1.2 SUBMITTALS

- .1 Submit shop drawings including placing of reinforcement and indicate:
 - .1 Bar bending details.
 - .2 Lists.
 - .3 Quantities of reinforcement.
- .2 Detail lap lengths and bar development lengths to CSA-A23.3.
 - .1 Provide type B tension lap splices.

1.3 DELIVERY, STORAGE AND HANDLING

- .1 Waste Management and Disposal:
 - .1 Separate waste materials in accordance with Environmental Protection.
 - .2 Place materials defined as hazardous or toxic in designated containers.

PART 2 PRODUCTS

2.1 MATERIALS

- .1 Materials and resources in accordance with Environmental Protection.
- .2 Substitute different size bars only if permitted in writing by Engineer.
- .3 Reinforcing steel: billet steel, grade 400, deformed bars to CAN/CSA-G30.18, unless indicated otherwise.
- .4 Reinforcing steel: weldable low alloy steel deformed bars to CAN/CSA-G30.18.
- .5 Cold-drawn annealed steel wire ties: to ASTM A497/A497M.
- .6 Deformed steel wire for concrete reinforcement: to ASTM A497/A497M.
- .7 Chairs, bolsters, bar supports, spacers: to CSA-A23.1/A23.2.

2.2 FABRICATION

- .1 Fabricate reinforcing steel in accordance with CSA-A23.1/A23.2, ACI 315 and Reinforcing Steel Manual of Standard Practice by the Reinforcing Steel Institute of Canada.
- .2 Obtain Engineers approval for locations of reinforcement splices other than those shown on placing drawings.
- .3 Upon approval of Engineer, weld reinforcement in accordance with CSA W186.
- .4 Ship bundles of bar reinforcement, clearly identified in accordance with bar bending details and lists.

2.3 SOURCE QUALITY CONTROL

- .1 Upon request, provide Engineer with certified copy of mill test report of reinforcing steel, showing physical and chemical analysis, minimum 2 weeks prior to beginning reinforcing work.

PART 3 EXECUTION

3.1 FIELD BENDING

- .1 Do not field bend or field weld reinforcement except where indicated or authorized by Engineer.

- .2 When field bending is authorized, bend without heat, applying slow and steady pressure.
- .3 Replace bars, which develop cracks or splits.

3.2 PLACING REINFORCEMENT

- .1 Place reinforcing steel in accordance with CSA-A23.1/A23.2.
- .2 Prior to placing concrete, obtain Engineers approval of reinforcing material and placement.
- .3 Ensure cover to reinforcement is maintained during concrete pour.

3.3 FIELD TOUCH-UP

- .1 Touch up damaged and cut ends of epoxy coated or galvanized reinforcing steel with compatible finish to provide continuous coating.

END OF SECTION

Part 1 GENERAL

1.1 REFERENCES

- .1 American Society for Testing and Materials International (ASTM)
 - .1 ASTM C260-01, Standard Specification for Air-Entraining Admixtures for Concrete.
 - .2 ASTM C309-11, Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
 - .3 ASTM C494/C494M-17, Standard Specification for Chemical Admixtures for Concrete.
 - .4 ASTM C1017/C1017M-13, Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
- .2 Canadian Standards Association (CSA International)
 - .1 CSA-A23.1/A23.2-2014, Concrete Materials and Methods of Concrete Construction/Methods of Test and Standard Practices for Concrete.
 - .2 CSA A283(R2016) Qualification Code for Concrete Testing Laboratories.
 - .3 CAN/CSA-A3000-18, Cementitious Materials Compendium (Consists of A3001, A3002, A3003, A3004 and A3005).
 - .1 CSA-A3001-18, Cementitious Materials for Use in Concrete.

1.2 ACRONYMS AND TYPES

- .1 Cement: hydraulic cement or blended hydraulic cement (XXb - where b denotes blended).
 - .1 Type GU or GUb - General use cement.
 - .2 Type MS or MSb - Moderate sulphate-resistant cement.
 - .3 Type MH or MHb - Moderate heat of hydration cement.
 - .4 Type HE or Heb - High early-strength cement.
 - .5 Type LH or LHb - Low heat of hydration cement.
 - .6 Type HS or HSb - High sulphate-resistant cement.
- .2 Fly ash:
 - .1 Type F - with CaO content less than 8%.
 - .2 Type CI - with CaO content ranging from 8 to 20%.
 - .3 Type CH - with CaO greater than 20%.
- .3 GGBFS - Ground, granulated blast-furnace slag.

1.3 DESIGN REQUIREMENTS

- .1 Alternative 2 - Prescription: in accordance with CSA-A23.1/A23.2, and as described in MIXES of PART 2 - PRODUCTS.

1.4 SUBMITTALS

- .1 Submit WHMIS MSDS - Material Safety Data Sheets in accordance with Section 01001 General Requirements
- .2 Concrete pours: submit accurate records of poured concrete items indicating date and location of pour, quality, air temperature and test samples taken as described in PART 3 - FIELD QUALITY CONTROL.
- .3 Concrete hauling time: submit for review by Engineer deviations exceeding maximum allowable time of 120 for concrete to be delivered to site of Work and discharged after batching.

1.5 QUALITY ASSURANCE

- .1 Minimum 4 weeks prior to starting concrete work, submit proposed quality control procedures for review by Engineer on following items:
 - .1 Cold weather concrete.
 - .2 Curing.
- .2 Health and Safety Requirements: do construction occupational health.
- .3 Concrete hauling time: maximum allowable time for concrete to be delivered to site of Work and discharged not to exceed 120 minutes after batching.
- .4 Concrete delivery: ensure continuous concrete delivery from plant meets CSA A23.1/A23.2.
- .5 Waste Management and Disposal:
 - .1 Divert unused concrete materials from landfill to local facility approved by Owner.
 - .2 Provide an appropriate area on the job site where concrete trucks can be safely washed.
 - .3 Divert unused admixtures and additive materials (pigments, fibres) from landfill to official hazardous material collections site as approved by the Consultant.
 - .4 Unused admixtures and additive materials must not be disposed of into sewer systems, into lakes, streams, onto ground or in other location where it will pose health or environmental hazard.
 - .5 Prevent admixtures and additive materials from entering drinking water supplies or streams. Using appropriate safety precautions, collect liquid or solidify liquid with inert, non-combustible material and remove for disposal. Dispose of waste in accordance with applicable local, Provincial/Territorial, and National regulations.

PART 2 PRODUCTS

2.1 MATERIAL

- .1 Aggregates: to CAN/CSA-A23.1/A23.2.

- .2 Admixtures:
 - .1 Air entraining admixture: to ASTM C260.
 - .2 Chemical admixture: to ASTM C494 ASTM C1017. Engineer to approve accelerating or set retarding admixtures during cold and hot weather placing.
 - .3 Shrinkage-reducing admixture (SRA): Euclid Conex or equal

2.2 MIXES

- .1 Alternative 2 - Prescriptive Method for specifying concrete: owner's concrete mix in accordance with CAN/CSA-A23.1.
 - .1 Ensure materials to be used in concrete mix have been submitted for testing.
 - .2 Co-ordinate construction methods to suit concrete mix proportions and parameters.
 - .3 Identify and report immediately to Engineer when concrete mix design and parameters pose anticipated problems or deficiencies related to construction.
 - .4 Concrete supplier to proportion concrete mix for normal including:
 - .1 Class of exposure: C-1.
 - .2 Intended application: Exterior Piers, Exterior Slab
 - .3 Aggregate: normal-density.
 - .4 Admixture: air-entraining chemical to ASTM C494/C494M.
 - .5 Maximum W/CM ratio: 0.4.
 - .6 Air content category: 1.
 - .7 Slump: at time and point of discharge 50 to 90 mm.
 - .8 Class of exposure: N (min 30MPa).
 - .9 Intended application: Footings
 - .10 Aggregate: normal-density.
 - .11 Admixture: N/A
 - .12 Maximum W/CM ratio: 0.4.
 - .13 Air content category: N/A
 - .14 Slump: at time and point of discharge 50 to 90 mm.

PART 3 EXECUTION

3.1 PREPARATION

- .1 Obtain Engineer's approval before placing concrete.
 - .1 Provide 24 hours notice prior to placing of concrete.
- .2 During concreting operations:
 - .1 Development of cold joints not allowed.
 - .2 Ensure concrete delivery and handling facilitates placing with minimum of re-handling, and without damage to existing structure or Work.
- .3 Pressure wash and clean all loose debris from existing concrete surface.
- .4 Ensure reinforcement and inserts are not disturbed during concrete placement.

- .5 Protect previous Work from staining.
- .6 Clean and remove stains prior to application for concrete finishes.
- .7 Maintain accurate records of poured concrete items to indicate date, location of pour, quality, air temperature and test samples taken.
- .8 In locations where new concrete is dowelled to existing work, drill holes in existing concrete.
 - .1 Place steel dowels of deformed steel reinforcing bars and pack solidly with epoxy grout to anchor and hold dowels in positions as indicated.

3.2 CONSTRUCTION

- .1 Do cast-in-place concrete work in accordance with CSA-A23.1/A23.2.
- .2 Finishing and curing:
 - .1 Finish concrete in accordance with CSA-A23.1/A23.2.

3.3 FIELD QUALITY CONTROL

- .1 Site tests: conduct following test and submit report as described in PART 1 - SUBMITTALS.
 - .1 Concrete pours.
 - .2 Slump tests.
- .2 Inspection and testing of concrete and concrete materials will be carried out by testing laboratory designated by Departmental Representative for review in accordance with CSA-A23.1/A23.2.
 - .1 Ensure testing laboratory is certified in accordance with CSA A283.
- .3 Contractor will take additional test cylinders during cold weather concreting. Cure cylinders on job site under same conditions as concrete which they represent.
- .4 Non-Destructive Methods for Testing Concrete: in accordance with CSA-A23.1/A23.2.
- .5 Inspection or testing by Consultant will not augment or replace Contractor quality control nor relieve Contractor of his contractual responsibility.

3.4 VERIFICATION

- .1 Quality Control Plan: ensure concrete supplier meets performance criteria of concrete as established in PART 2 - Products, by Engineer and provide verification of compliance as described in PART 1 - QUALITY ASSURANCE.

END OF SECTION

Part 1 General

1.1 SUMMARY

- .1 Section Includes:
 - .1 Materials and installation of steel building systems including:
 - 1. Metal Roof System.
 - 2. Structural Steel Framing System.

1.2 REFERENCES

- .1 American Society for Testing and Materials International, (ASTM).
 - .1 ASTM A307-03, Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.
 - .2 ASTM A325M-04, Standard Specification for Structural Bolts, Steel, Heat Treated 830 Mpa Minimum Tensile Strength [Metric].
 - .3 ASTM A490M-04, Standard Specification for High Strength Steel Bolts, Classes 10.9 and 10.9.3, for Structural Steel Joints [Metric].
 - .4 ASTM A653/A653M-04a, Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - .5 ASTM A792/A792M-03, Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
 - .6 ASTM D523-89(1999), Standard Test Method for Specular Gloss.
 - .7 ASTM D822-01, Standard Practice for Filtered Open-Flame Carbon-Arc Exposures of Paint and Related Coatings.
- .2 Canadian General Standards Board (CGSB).
 - .1 CAN/CGSB-1.40-97, Anticorrosive Structural Steel Alkyd Primer.
 - .2 CAN/CGSB 41-GP-6M-83, Sheets, Thermosetting Polyester Plastics, Glass Fiber Reinforced.
- .3 Canadian Standards Association (CSA International).
 - .1 CSA-G40.20/G40.21-04, General Requirements for Rolled or Welded Structural Quality Steel/Structural Quality Steel.
 - .2 CAN/CSA G164-M92(R2003), Hot Dip Galvanizing of Irregularly Shaped Articles.
 - .3 CAN/CSA-S16-01, Limit States Design of Steel Structures.
 - .4 CSA W59-03, Welded Steel Construction (Metal Arc Welding).
- .4 Canadian Sheet Steel Building Institute (CSSBI).
 - .1 CSSBI 30M-95, Standard for Steel Building Systems.
 - .2 CSSBI, Design in Cold Formed Steel-2003.
 - .3 CSSBI Bulletin B15-1993, Snow, Wind and Earthquake Load Design Criteria.
 - .4 CSSBI Sheet Steel Fact Sheet # 3-April 1994, Care and Maintenance of Prefinished Sheet Steel Building Products.
 - .5 CSSBI S8-2001: Quality and Performance Specification for Prefinished Sheet Steel Used for Building Products.
- .5 Department of Justice Canada (Jus).
 - .1 Canadian Environmental Protection Act (CEPA), 1999, c. 33.
 - .2 Transportation of Dangerous Goods Act (TDGA), 1992, c. 34.
- .6 Health Canada/Workplace Hazardous Materials Information System (WHMIS).
 - .1 Material Safety Data Sheets (MSDS).
- .7 The Master Painters Institute (MPI) / Architectural Painting Specification Manual – June 2019.

- .1 MPI # 23, Oil Alkyd Primer.
- .8 Sheet Metal and Air Conditioning Contractor's National Association (SMACNA).
 - .1 SMACNA - IAQ Guideline for Occupied Buildings under Construction, 2nd Edition ANSI/SMACNA 008-2008.

1.3 SYSTEM DESCRIPTION

- .1 Type: rigid frame
- .2 Roof slope: See Drawings

1.4 DESIGN REQUIREMENTS

- .1 Design steel building system to withstand dead loads and live loads as indicated.
- .2 Maximum deflection:
 - .1 Roof cladding under full design load: 1/180 of clear span.
- .3 Design building walls and roof to allow for thermal movement of component materials caused by average ambient temperature range for area without causing buckling, failure of joint seals, and undue stress on fasteners or other detrimental effects.
- .4 Ensure building roof is weather tight.
- .5 Foundation drawings issued are for pricing purposes only. Contractor to produce foundation drawings for pre-engineered steel building loads supplied by manufacturer. Foundation Drawings to be stamped by an Engineer Licensed in the Province of Ontario.

1.5 SUBMITTALS

- .1 Submit shop drawings and product data to Consultant for review
- .2 Product Data:
 - .1 Submit WHMIS MSDS
 - .2 Include application instructions for caulking, sealant and primers.
- .3 Submit shop drawings bearing stamp and signature of qualified professional engineer registered or licensed in Ontario Canada.
- .4 Submit following documents in accordance with CSSBI 30M:
 - .1 Erection drawings showing foundation loads, anchor bolt setting details.
- .5 Indicate plans and grid lines, structural members and connection details, bearing and anchorage details, roof cladding, wall cladding, framed openings, accessories, schedule of materials and finishes, camber, loads and reaction forces, fasteners and welds, sealant locations and details.
- .6 Indicate shop and erection details including cuts, copes, connections, holes, threaded fasteners, rivets and welds. Indicate welds by CSA welding symbols.
- .7 Submit description of methods and sequence of erection proposed for use in erecting structural frame.
- .8 Indicate on shop drawings related provisions required for mechanical, electrical and other work.

- .9 Certificates.
 - .1 Provide certification that building is in accordance with contract requirements.
 - .2 Provide structural analysis certification of building system.
 - .3 Provide certification stating design criteria used and loads assumed in design, which places sole responsibility for design of building components with steel building systems manufacturer.

1.6 QUALITY ASSURANCE

- .1 Provide certification from steel building systems manufacturer that erector is qualified to erect system.
- .2 Site Meetings: as part of Manufacturer's Services described in PART 3 - FIELD QUALITY CONTROL, schedule site visits, to review Work, at stages listed.
 - .1 After delivery and storage of products, and when preparatory work is complete but before installation begins.
 - .2 Upon completion of Work, after cleaning is carried out.
- .3 Health and Safety:
 - .1 Do construction occupational health and safety in accordance with OHSA.

1.7 DELIVERY, STORAGE AND HANDLING

- .1 Protect prefinished steel sheet during fabrication, transportation, site storage and installation in accordance with CSSBI Sheet Steel Facts #3.
- .2 Handle and protect galvanized materials from damage to zinc coating.
 - .1 During storage space surfaces of galvanized materials to permit free circulation of air.
- .3 Waste Management and Disposal:
 - .1 Remove from site and dispose of packaging materials at appropriate recycling facilities.
 - .2 Place materials defined as hazardous or toxic in designated containers.
 - .3 Ensure emptied containers are sealed and stored safely.
 - .4 Fold up metal and plastic banding, flatten and place in designated area for recycling.

Part 2 Products

2.1 MATERIALS

- .1 Structural steel: to CSA-G40.21, shop primed.
- .2 Bolts: to ASTM A325M complete with nuts and washers.
- .3 Welding materials: to CSA W59.
- .4 Shop primer paint: to CAN/CGSB-1.40
- .5 Steel sheet, zinc-coated: to ASTM A653/A653M, structural quality grade A with Z275 coating.
- .6 Screws: corrosion resistant purpose made, head colour to match attached sheet.
- .7 Plastic sealants and adhesives as recommended by plastics manufacturer.

2.2 COMPONENTS

- .1 Roof System:
 - .1 Exterior sheet-roof: factory preformed steel sheet zinc coated prefinished from manufacturer's standard profiles. Include closures, gaskets, caulking, flashing and fasteners to effect weathertight installation. Cut ends of sheets square and clean.
 - .2 Accessories to roof cladding: brake or bend to shape, of material and finish to match roof cladding or wall cladding where applicable.
 - .3 Sub-purlins and clips: factory preformed steel sheet minimum 1.421 mm base metal thickness, zinc coated
 - .4 Interior sheet-ceiling: factory preformed steel sheet zinc coated

2.3 FABRICATION

- .1 Fabricate structural members in accordance with shop drawings and to CAN/CSA-S16.
 - .1 Tolerance not to exceed those specified in CSSBI 30M.
- .2 Provide holes for attachment of other work, as indicated.
- .3 Reinforce openings to maintain design strength.

2.4 FINISHES

- .1 Clean, prepare surfaces and shop prime structural steel to CAN/CSA-S16 except where members are zinc coated.
- .2 Galvalume: Aluminum-Zinc Alloy Coating, 55% Aluminum, 50% Zinc coated steel per ASTM A 792 AZ55.
- .3 Exterior Paint

2.5 ERECTION

- .1 Do work in accordance with CSSBI 30M except where specified otherwise.
- .2 Erect structural frame in accordance with shop drawings and to CAN/CSA-S16.
 - .1 Erection tolerances not to exceed those specified in CSSBI 30M.
- .3 Obtain written permission from Consultant prior to field cutting or altering of structural members.
- .4 Touch up with shop primer bolts, rivets, welds and burned or scratched surfaces where exposed at completion of erection.
- .5 Install wall cladding assemblies ensuring completed installation.
- .6 Secure sub-girts to structural wall supports.
- .7 Secure roof cladding sheets to structural purlins and/or beams.
 - .1 Terminate sheet ends over structural supports.
- .8 Secure side laps.
- .9 Continuously seal end and side laps.
- .10 Install roof assemblies ensuring completed installation.

- .11 Install interior ceiling and wall liner panels to ensure continuous vapour/air and dust-proof barrier.
- .12 Install necessary closures, gaskets, caulking sealants and flashings.

2.6 FIELD QUALITY CONTROL

- .1 Manufacturer's Services:
 - .1 Obtain written report from manufacturer verifying compliance of Work, in handling, installing, applying, protecting and cleaning of product and submit Manufacturer's Field Reports as described in PART 1 - SUBMITTALS.
 - .2 Provide manufacturer's field services consisting of product use recommendations and periodic site visits for inspection of product installation in accordance with manufacturer's instructions.
 - .3 Schedule site visits, to review Work, as directed in PART 1 - QUALITY ASSURANCE.

END OF SECTION

APPENDIX A
CCDC2 - 2020

CCDC 2

Stipulated Price Contract

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Name of Project

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CCDC 2 STIPULATED PRICE CONTRACT

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

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

located at *(insert below the Place of the Work)*

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

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

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

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

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

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

ARTICLE A-3 CONTRACT DOCUMENTS

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

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

*

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

ARTICLE A-4 CONTRACT PRICE

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

/100 dollars \$

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

/100 dollars \$

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

/100 dollars \$

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

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

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

5.2 Interest

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

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

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

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

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

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

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

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

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

Owner

*name of Owner**

address

email address

Contractor

*name of Contractor**

address

email address

Consultant

*name of Consultant**

address

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

name of Owner

signature

signature

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

name of Contractor

signature

signature

name of person signing

name and title of person signing

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

DEFINITIONS

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

Change Directive

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

Change Order

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

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

Construction Equipment

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

Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*.

Contract

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

Contract Documents

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

Contract Price

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

Contract Time

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

Contractor

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

Drawings

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

Notice in Writing

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

Owner

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

Other Contractor

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

Payment Legislation

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

Place of the Work

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

Product

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

Project

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

Ready-for-Takeover

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

Shop Drawings

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

Specifications

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

Subcontractor

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

Substantial Performance of the Work

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

Supplemental Instruction

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

Supplier

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

Temporary Work

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

Value Added Taxes

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

Work

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

Working Day

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

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

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

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

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

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

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

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

GC 2.2 ROLE OF THE CONSULTANT

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

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

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

GC 2.4 DEFECTIVE WORK

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

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

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

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

GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS

3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to *Other Contractors* and to perform work with own forces.

3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Owner* shall:

- .1 provide for the co-ordination of the activities and work of *Other Contractors* and the *Owner*'s own forces with the *Work* of the *Contract*;
- .2 enter into separate contracts with *Other Contractors* under conditions of contract which are compatible with the conditions of the *Contract*;
- .3 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
- .4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of *Other Contractors* or the *Owner*'s own forces.

3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Contractor* shall:

- .1 afford the *Owner* and *Other Contractors* reasonable opportunity to store their products and execute their work;
- .2 co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner*'s own forces that are identified in the *Contract Documents*;
- .3 participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and
- .4 report promptly to the *Consultant* in writing any apparent deficiencies in the work of *Other Contractors* or of the *Owner*'s own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.

3.2.4 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of *Other Contractors* or *Owner*'s own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

3.2.5 Disputes and other matters in question between the *Contractor* and *Other Contractors* shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the *Other Contractors* have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any *Other Contractor* whose contract with the *Owner* contains a similar agreement to arbitrate. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question initiated by the *Contractor* against *Other Contractors* will be considered disputes and other matters in question between the *Contractor* and the *Owner*.

3.2.6 Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 3.3 TEMPORARY WORK

3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work* unless otherwise specified in the *Contract Documents*.

3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

3.3.3 Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 CONSTRUCTION SCHEDULE

3.4.1 The *Contractor* shall:

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

GC 3.5 SUPERVISION

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

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

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

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

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

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

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

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

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

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

GC 3.7 LABOUR AND PRODUCTS

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

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

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

GC 3.8 SHOP DRAWINGS

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

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

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

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

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

GC 4.2 CONTINGENCY ALLOWANCE

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

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC 5.2 APPLICATIONS FOR PAYMENT

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

GC 5.3 PAYMENT

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

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

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

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

GC 5.5 FINAL PAYMENT

5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.

5.5.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and when the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner*, with a copy to the *Contractor*.

5.5.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.

5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement – PAYMENT and in any event, in compliance with *Payment Legislation*.

GC 5.6 DEFERRED WORK

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

GC 5.7 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:

- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
- .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present to the *Consultant*, in a form that can be reasonably evaluated, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.

6.2.2 When the *Owner* and the *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the applications for progress payment.

GC 6.3 CHANGE DIRECTIVE

6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.

6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.

6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

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

Labour

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

Products, Construction Equipment and Temporary Work

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

Subcontract

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

Others

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

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

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

GC 6.5 DELAYS

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

- 4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.12 of GC 2.2 – ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based and the *Consultant* will make a finding upon such claim.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

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

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to perform the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time,
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.

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

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

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

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

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

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

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

GC 8.2 ADJUDICATION

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

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

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

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

GC 8.4 RETENTION OF RIGHTS

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

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

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

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

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

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

GC 9.3 ARTIFACTS AND FOSSILS

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

GC 9.4 CONSTRUCTION SAFETY

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

GC 9.5 MOULD

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

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

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

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

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

GC 10.3 PATENT FEES

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

GC 10.4 WORKERS' COMPENSATION

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

PART 11 INSURANCE

GC 11.1 INSURANCE

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

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

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

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

- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41.

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

- 12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:
 - .1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.
 - .2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.
 - .3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.
 - .4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.
 - .5 Make available a copy of the as-built drawings completed to date on site.
 - .6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.
 - .7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.
 - .8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.
- 12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.
- 12.1.3 When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* list and application:

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

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

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

GC 12.2 EARLY OCCUPANCY BY THE OWNER

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

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

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

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

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

GC 12.3 WARRANTY

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

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

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

12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

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

12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

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

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

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

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

GC 13.2 WAIVER OF CLAIMS

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

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

APPENDIX B

Drawings Date May 26, 2022

1. GENERAL

- 1.1. PROVIDE ALL MATERIAL AND LABOUR REQUIRED FOR THE COMPLETION OF THE WORK. BREAKDOWN OF WORK BY TRADE IS FOR GUIDANCE ONLY AND IS NOT NECESSARILY COMPLETE.
- 1.2. REPORT ANY INCONSISTENCIES TO THE CONSULTANT BEFORE PROCEEDING WITH THE WORK.
- 1.3. MAKE GOOD ALL EXISTING WORK DISTURBED BY THE SHORING OPERATIONS, EXCAVATION AND OTHER CONSTRUCTION PROCEDURES.
- 1.4. DO NOT SCALE THESE DRAWINGS.

2. CODES AND STANDARDS

- 2.1. COMPLY WITH THE REQUIREMENTS OF THE 2012 ONTARIO BUILDING CODE AND THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS FOR CONSTRUCTION PROJECTS.

3. SUBMITTALS

- 3.1. SUBMIT FOR REVIEW BEFORE START OF WORK, 2 COPIES OF SHOP DRAWINGS FOR STRUCTURAL STEEL
- 3.2. SUBMIT CONCRETE MIX DESIGNS BEFORE START OF WORK.
- 3.3. REVIEW OF SHOP DRAWINGS IS ONLY FOR GENERAL CONFORMITY WITH STRUCTURAL CONTRACT DOCUMENTS AND SPECIFICATIONS. COMMENTS MADE ON THE SHOP DRAWINGS DURING THIS REVIEW DO NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE REQUIREMENTS OF THE STRUCTURAL CONTRACT DOCUMENTS AND SPECIFICATIONS. NOR DO THEY AUTHORIZE ANY CHANGES TO THE CONTRACT. REVIEW OF A SPECIFIC ITEM SHALL NOT INCLUDE REVIEW OF AN ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. THE CONTRACTOR'S RESPONSIBILITIES INCLUDE ALL QUANTITIES, DETAIL DIMENSIONS, FIELD MEASUREMENTS, FABRICATION PROCESS, MEANS, METHODS, SEQUENCES AND PROCEDURES OF CONSTRUCTION, COORDINATION OF WORK WITH ALL TRADES AND PERFORMING ALL WORK IN A SAFE AND SATISFACTORY MANNER. THE REVIEW OF SHOP DRAWINGS DOES NOT IMPLY ANY CHANGE IN ANY OTHER CONSULTANTS' OR PROFESSIONALS' RESPONSIBILITIES RELATED TO DESIGN OF SPECIFIC ITEMS AS OUTLINED BY THE SPECIFICATIONS (SUCH AS STRUCTURAL STEEL CONNECTIONS, STEEL JOISTS, PRECAST ELEMENTS, ETC.).
- 3.4. AFTER REVIEW, ERECTION DIAGRAMS WILL BE RETURNED TO THE CONTRACTOR STAMPED TO SHOW ONE OF THE FOLLOWING:
NOT REVIEWED - SHOWS WORK WHICH IS NOT WITHIN THE SCOPE OF STRUCTURAL CONSULTING
REVIEWED - REVIEWED WITH NO COMMENTS.
NOTED - REVIEWED WITH COMMENTS NOTED ON DRAWING. SUBMIT TWO FINAL RECORD PRINTS AS SOON AS CORRECTIONS ARE MADE.
RESUBMIT - REVIEWED WITH COMMENTS NOTED ON DRAWING. CORRECT AND RESUBMIT FOR REVIEW, CONFORM TO THE REQUIREMENTS OF EACH AUTHORITY THAT HAS REVIEWED THE DRAWINGS.
- 3.5. ALLOW A MINIMUM OF 5 WORKING DAYS FOR REVIEW OF EACH SUBMISSION OF SHOP DRAWINGS IN THE STRUCTURAL ENGINEER'S OFFICE. ALLOW MORE TIME WHEN LARGE QUANTITIES OF SHOP DRAWINGS ARE SUBMITTED. SUBMIT IN GENERAL CONFORMITY WITH THE SEQUENCE OF CONSTRUCTION INTENDED. CO-ORDINATE WITH THE CONSULTANT. SHOP DRAWINGS RECEIVED AFTER NOON WILL BE DATE-STAMPED AS RECEIVED THE FOLLOWING WORKING DAY.

4. EXISTING STRUCTURE

- 4.1. TAKE ALL PRECAUTIONS NECESSARY TO PROTECT THE EXISTING STRUCTURE DURING CONSTRUCTION.
- 4.2. UNDERTAKE CHIPPING, CUTTING, CORING, REPAIRS, PATCHING, AND REMOVAL OF DEBRIS. MAKE CUTS WITH THE PROPER SAWS AND BITS WHEN A CLEAN LINE IS REQUIRED.
- 4.3. PROVIDE TEMPORARY SHORING AND BRACING REQUIRED FOR ALL CONSTRUCTION OPERATIONS, INCLUDING SUPPORT OF CRANES, TRUCKS AND ALL OTHER CONSTRUCTION EQUIPMENTS.
- 4.4. EXISTING DRAWINGS CONDITIONS ARE ASSUMED. REPORT ANY VARIATIONS TO THE CONSULTANT BEFORE PROCEEDING WITH THE WORK.
- 4.5. MAKE GOOD ONCE STRUCTURAL WORK IS DONE AND REVIEWED.

5. FOUNDATIONS

- 5.1. SET FOUNDATIONS ON UNDISTURBED SOIL CAPABLE OF SUPPORTING AN ALLOWABLE BEARING PRESSURE OF 250 kPa AT ULS AND 100 kPa AT SLS.
- 5.2. PROTECT FOOTINGS, WALLS, SLABS ON GRADE AND ADJACENT SOIL AGAINST FREEZING AND FROST ACTION AT ALL TIMES DURING CONSTRUCTION.
- 5.3. DO NOT PLACE CONCRETE IN WATER OR ON FROZEN SOIL.

6. CONCRETE

- 6.1. CONFORM TO CSA A23.1 "CONCRETE MATERIALS AND METHODS OF CONCRETE CONSTRUCTION"
- 6.2. REINFORCEMENT: USE NEW DEFORMED BAR REINFORCEMENT CONFORMING TO CAN/CSA G30.18 GRADE 400R OR 400W.
- 6.3. WELDED WIRE FABRIC: CONFORM TO ASTM A185. PROVIDE IN FLAT SHEETS ONLY.
- 6.4. ACCESSORIES, BAR SUPPORTS, AND TIES TO CONFORM TO RISC MANUAL OF STANDARD PRACTICE. WHERE CONCRETE IS CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH, THE MINIMUM CONCRETE COVER TO REINFORCING BARS CLOSEST TO THE CONCRETE SURFACE SHALL BE 75mm (3").
- 6.5. FOR CLASS C-1 CONCRETE, THE MINIMUM COVER SHALL BE 60mm (2 1/2").
- 6.6. HEAT CONCRETE AND DELIVER AT A TEMPERATURE BETWEEN -15°C AND +27°C, WHENEVER OUTDOOR TEMPERATURE IS LESS THAN +5°C.
- 6.7. CONVEY CONCRETE FROM TRUCK TO FINAL LOCATION BY METHODS WHICH WILL PREVENT SEPARATION OR LOSS OF MATERIAL. MAXIMUM FREE FALL 1.5m (5'-0"). CONSOLIDATE CONCRETE WITH ELECTRICAL VIBRATORS.
- 6.8. PROVIDE CONSTRUCTION JOINTS AT 30m (100 FT) CENTRES MAXIMUM. SAW CUT SLABS ON-GRADE AT 30 TIMES SLAB THICKNESS, BUT NOT MORE THAN 5m (17 FT) MAXIMUM ON CENTRE EACH WAY BEFORE SHRINKAGE CRACKS CAN FORM. FILL SAWCUTS WITH "LOADFLEX" BY SICA CANADA AFTER SLAB IS 90 DAYS OLD. FILL OTHER SAWCUTS WITH SAND-CEMENT PASTE.
- 6.9. POWER STEEL TROWEL FINISH EXPOSED FLOORS AND FLOORS WHICH RECEIVE RESILIENT FLOORING OR CARPET. WOOD FLOAT AND BROOM FINISH EXTERIOR SLABS.
- 6.10. CURE CONCRETE SURFACES NOT IN CONTACT WITH FORMS BY THE APPLICATION OF A CURING-SEALING COMPOUND CONFORMING TO ASTM C939-07, IMMEDIATELY AFTER DISAPPEARANCE OF SURFACE WATER SHEEN.
- 6.11. COLD WEATHER: PROTECT CONCRETE ACCORDING TO CSA-A23.1.
- 6.12. PREMIXED GROUT: MINIMUM STRENGTH 40 MPa AT 28 DAYS. INSTALL IN ACCORDANCE WITH MANUFACTURER'S DIRECTIONS.

7. STRUCTURAL STEEL

- 7.1. CONFORM TO CAN/CSA S16 "LIMIT STATES DESIGN OF STEEL STRUCTURES"
- 7.2. FABRICATOR SHALL BE CERTIFIED BY CANADIAN WELDING BUREAU UNDER REQUIREMENTS OF CSA W47.1, DIVISION 1 OR 2.
- 7.3. PROTECT COMBUSTIBLE MATERIALS AND FINISHES DURING WELDING OPERATIONS.
- 7.4. MATERIALS:
 - WIDE FLANGE SECTIONS: CAN/CSA G40.21, GRADE 350W
 - CHANNEL, ANGLES AND PLATES: CAN/CSA G40.21, GRADE 300W
 - STEEL JOISTS: CAN/CSA G40.21, GRADE 300W, OR CAN/CSA S136
 - HOLLOW STRUCTURAL SECTIONS: ASTM A500, GRADE C (345 MPa FOR SQUARE / RECTANGULAR AND 317 MPa FOR ROUND), OR CAN/CSA G40.21, GR. 350W, CLASS C OR H
 - HSS MEMBERS REQUIRED TO BE GALVANIZED SHALL BE CLASS H, OR STRESS RELIEVED PRIOR TO GALVANIZING
 - MACHINE BOLTS: ASTM A307
 - HIGH STRENGTH BOLTS: ASTM A325M
 - ANCHOR RODS: CAN/CSA G40.21, GRADE 300W
 - FABRICATION: CAN/CSA S16
 - WELDING: CSA W59
 - PRIMER PAINT: CISC/CPMA 2-75
 - ZINC-RICH PRIMER: CGSB 1-GP-171M
 - GALVANIZING: CAN/CSA G164
- 7.5. DO NOT SPlice SECTIONS WITHOUT THE PRIOR ACCEPTANCE OF THE CONSULTANT AND THE SUBMISSION OF PERTINENT SHOP DRAWINGS. ACCEPTED SPLICES WILL BE REQUIRED TO DEVELOP THE SECTION. EACH SPLICE SHALL BE GIVEN A NON-DESTRUCTIVE TEST BY AN INDEPENDENT INSPECTION COMPANY ACCEPTABLE TO THE CONSULTANT. TESTING SHALL BE AT THE CONTRACTOR'S EXPENSE. EVALUATE RESULTS IN ACCORDANCE WITH CSA W59 AND REPORT TO THE CONSULTANT.
- 7.6. APPLY PRIMER PAINT TO ALL STEELWORK, EXCEPT WHERE ZINC-RICH PAINT IS CALLED FOR ON THE DRAWINGS. TOUCH-UP PAINT AFTER ERECTION. SURFACES RECEIVING ZINC-RICH PAINT SHALL FIRST RECEIVE COMMERCIAL BLAST CLEANING.
- 7.7. ALL STEEL TO BE GIVEN A TANK AND STRUCTURAL PRIMER AND A TOP COAT OF EPOXY PAINT.
- 7.8. PROVIDE ALL ERECTION BRACING REQUIRED TO KEEP THE STRUCTURE STABLE AND IN ALIGNMENT DURING CONSTRUCTION.
- 7.9. ALL GRATING TO BE BORDEN NOT 1"x1/2" TYPE WINNIF SERRATED AND GALVANIZED.

8. INSPECTION AND TESTING

- 8.1. THE CONTRACTOR MUST PROVIDE INSPECTION REPORTS FOR STRUCTURAL STEEL, MASONRY STRENGTH TESTS AND TEST REPORTS FOR CONCRETE. ALL REPORTS MUST BE PREPARED BY AN INDEPENDENT INSPECTION AND TESTING AGENCY.
- 8.2. MAKE ONE STANDARD TEST FOR EACH 50 CUBIC METRES OF CONCRETE, BUT NOT LESS THAN ONE TEST FOR CONCRETE CAST EACH DAY. PROVIDE A GROUP OF THREE CONCRETE CYLINDERS FOR EACH STANDARD CONCRETE TEST. BREAK ONE CYLINDER AT 7 DAYS.
- 8.3. AT LEAST 4 MORTAR CUBES ARE TO BE TESTED FOR EACH 500 SQUARE METRES OF WALL OR PORTION THEREOF. AT LEAST 2 CYLINDER TESTS SHALL BE MADE FOR EACH 20 CUBIC METRES OF GROUT OR LESS. TEST METHODS AND RESULTS SHALL CONFORM TO CSA A179.

9. CONSTRUCTION REVIEW

- 9.1. NOTIFY THE CONSULTANT 48 HOURS PRIOR TO CONCRETE POURS, BACKFILLING, AND COVERING UP THE STRUCTURE WITH FINISHES.

10. TEMPORARY BRACING AND SHORING

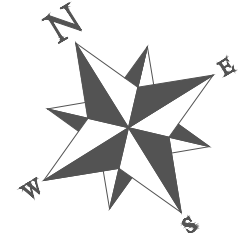
- 10.1. MAKE ADEQUATE PROVISIONS FOR ALL LOADS ACTING ON THE STRUCTURE DURING ERECTION. PROVIDE TEMPORARY SHORING AND BRACING TO KEEP THE STRUCTURE PLUMB AND IN TRUE ALIGNMENT DURING CONSTRUCTION. MEMBERS SHOWN ON THE PLANS ARE THOSE REQUIRED FOR THE COMPLETED STRUCTURE AND MAY NOT BE SUFFICIENT DURING CONSTRUCTION.
- 10.2. TEMPORARY BRACING AND SHORING ARE THE RESPONSIBILITY OF THE CONTRACTOR. ALL SHORING SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER RETAINED BY THE CONTRACTOR. PREPARE SHORING DRAWINGS SIGNED AND SEALED BY THE ENGINEER.

11. REJECTED WORK

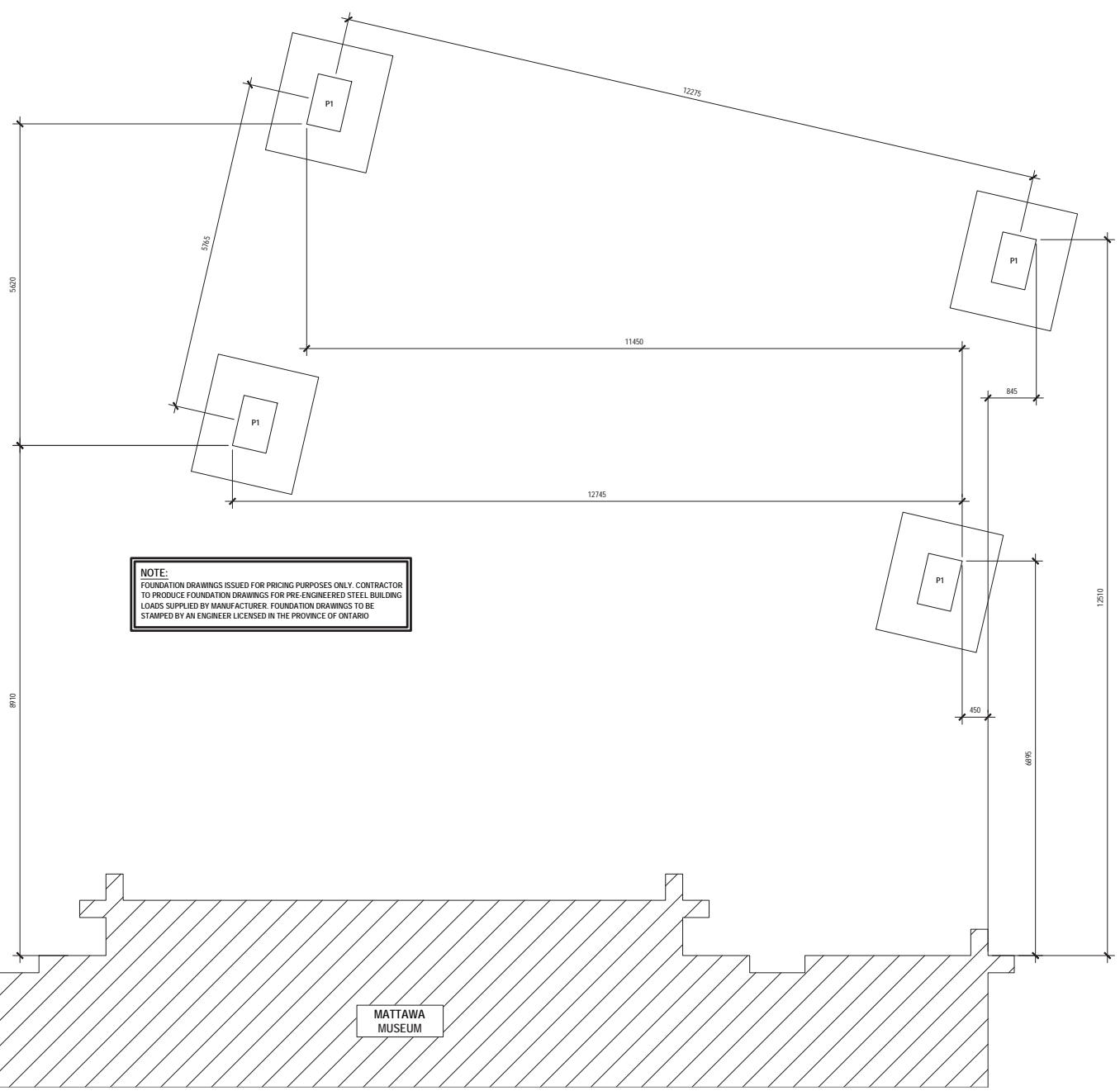
- 11.1. DO NOT DELIVER TO THE SITE MATERIALS, WHICH ARE KNOWN NOT TO MEET THE REQUIREMENTS OF THE SPECIFICATIONS. IF REJECTED AFTER DELIVERY, REMOVE IMMEDIATELY FROM SITE.

12. LOADS

SNOW AND RAIN	WIND	SEISMIC
Ss = 2.10 kPa Sf = 0.40 kPa Cb = 0.80 Cw = 1.0 Is = 1.0	Q 150 = 0.32 kPa Lw = 1.0 Ce = 0.90	APPLIED AS PER NBC PART 4 (4.1.8) Sa(0.2) = 0.460 Sa(0.5) = 0.230 Sa(1.0) = 0.100 Sa(2.0) = 0.035 Fa = 1.10 Fv = 1.40 Ie = 1.00 PCA = 0.240



ISSUED FOR TENDER
2022/05/26



NOTE:
FOUNDATION DRAWINGS ISSUED FOR PRICING PURPOSES ONLY. CONTRACTOR TO PRODUCE FOUNDATION DRAWINGS FOR PRE-ENGINEERED STEEL BUILDING LOADS SUPPLIED BY MANUFACTURER. FOUNDATION DRAWINGS TO BE STAMPED BY AN ENGINEER LICENSED IN THE PROVINCE OF ONTARIO

MATTAWA MUSEUM

1 PIER AND FOOTING PLANVIEW
SCALE: 1:50

No.	DATE	ENG/DRFT	REVISION COMMENTS
3	2022/05/26	UJS	ISSUED FOR TENDER REVISED CONCRETE PAD LOCATION
2	2022/05/19	UJS	ISSUED FOR TENDER
1	2022/05/17	UJS	ISSUED FOR 95% REVIEW
0	2022/05/12	UJS	ISSUED FOR 95% REVIEW

**MATTAWA MUSEUM
STEEL BANDSHELL
STRUCTURE
MATTAWA, ONTARIO**
~
**FOUNDATION PLAN
AND GENERAL NOTES**

Jp2g Consultants Inc.
ENGINEERS • PLANNERS • PROJECT MANAGERS

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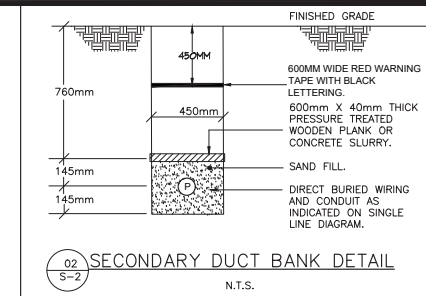
DESIGNED: E.G.F.S.	PROJECT No.: 17-1077K
DRAFTED: J.E.S.	REVISION DATE: 2022/05/26
CHECKED: L.J.	APPROVED: L.J.
SCALE: AS NOTED	REVISION No.: 3
	SHEET No.:

S-1

DRAWING: J11-MATTAWA MUSEUM PERGOLA - RETENDER STEEL STRUCTURE LAYOUT - FOUNDATION PLAN AND GENERAL NOTES ISSUED ON MAY 26, 2022 BY

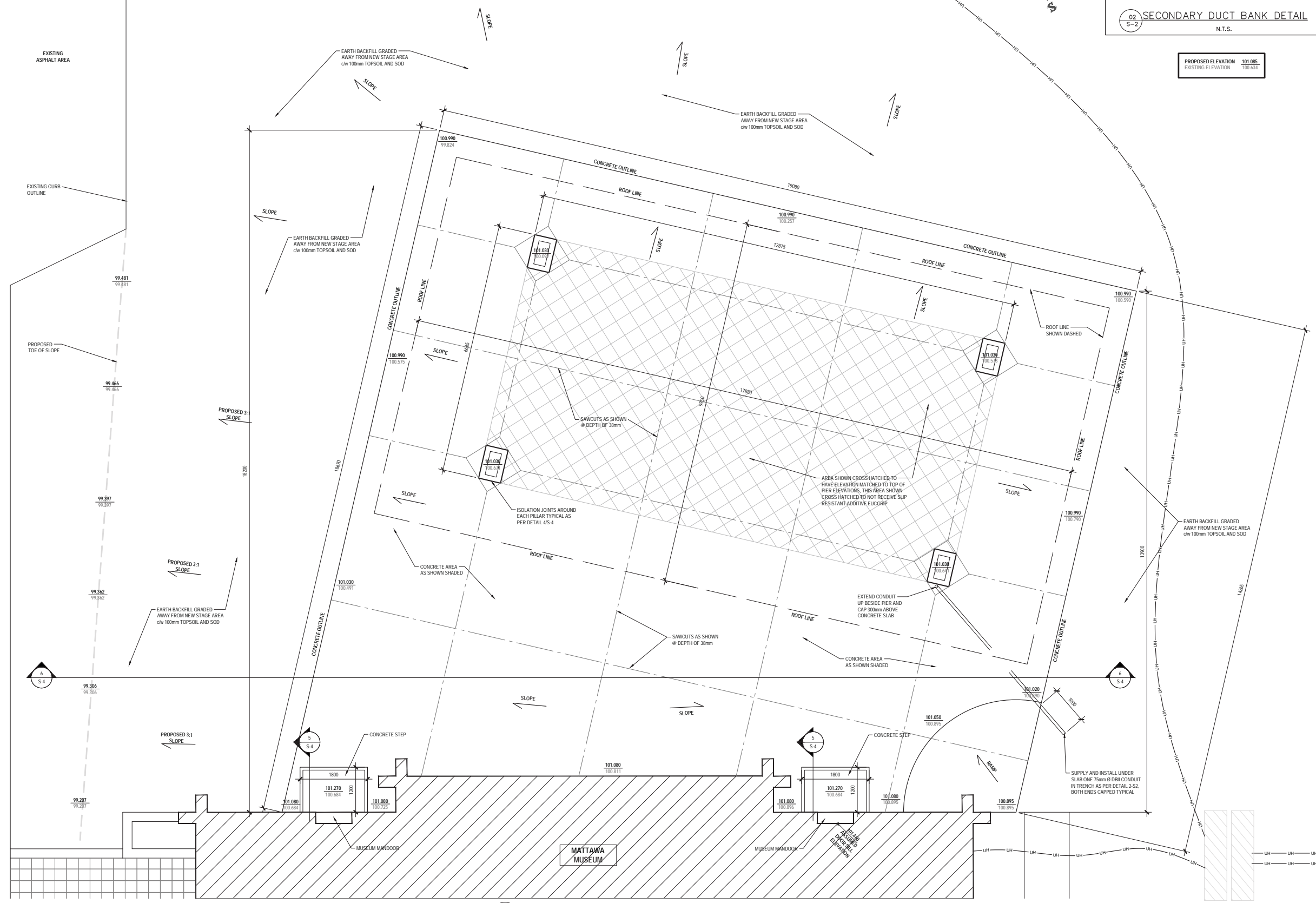
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DRAWING NAME: J:\17-1077K-MATTAWA MUSEUM PERGOLA AND DRAINAGE\17-1077K-MATTAWA MUSEUM PERGOLA - RETENDER STEEL STRUCTURE.DWG; LAYOUT: S-2 MAIN STAGE PLAN VIEW; DATE: 2022 BY: JACOB



ISSUED FOR TENDER
2022/05/26

PROPOSED ELEVATION: 101.085
EXISTING ELEVATION: 100.634



No.	DATE	ENGR/DRFT	REVISION COMMENTS
3	2022/05/26	UJS	ISSUED FOR TENDER REVISED CONCRETE PAD LOCATION
2	2022/05/19	UJS	ISSUED FOR TENDER
1	2022/05/17	UJS	ISSUED FOR 95% REVIEW
0	2022/05/12	UJS	ISSUED FOR 95% REVIEW

**MATTAWA MUSEUM
STEEL BANDSHELL
STRUCTURE
MATTAWA, ONTARIO
~
MAIN STAGE PLANVIEW**

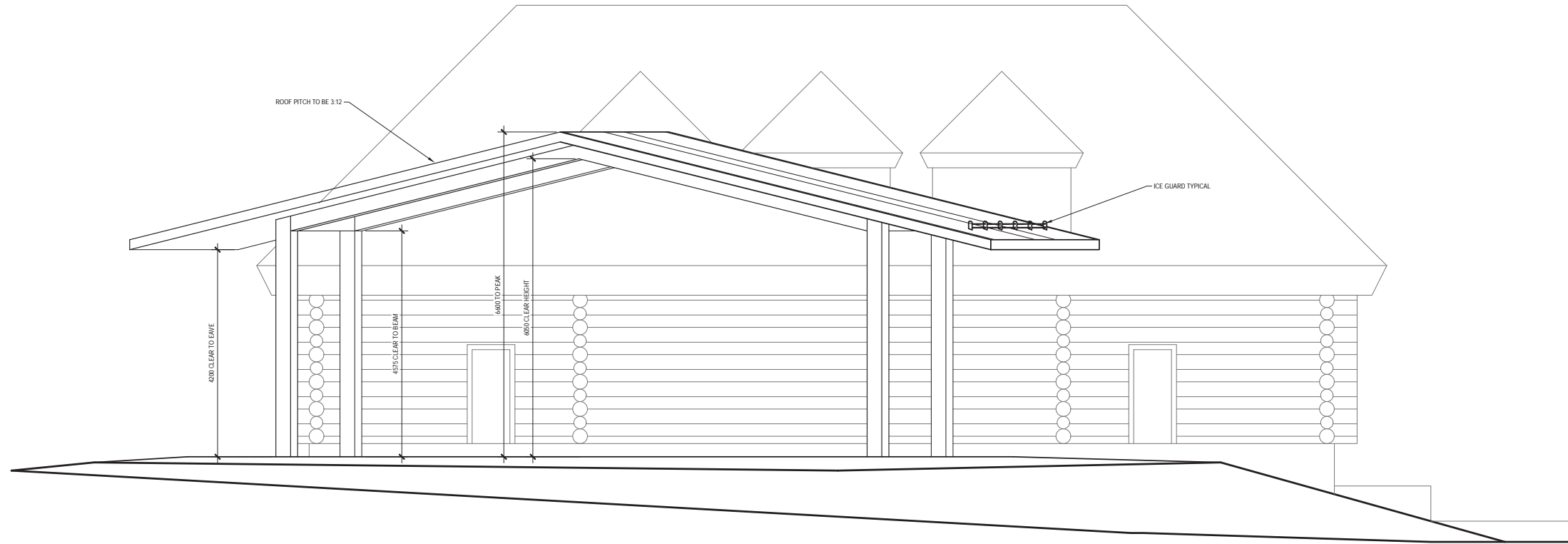
Jp2g Consultants Inc.
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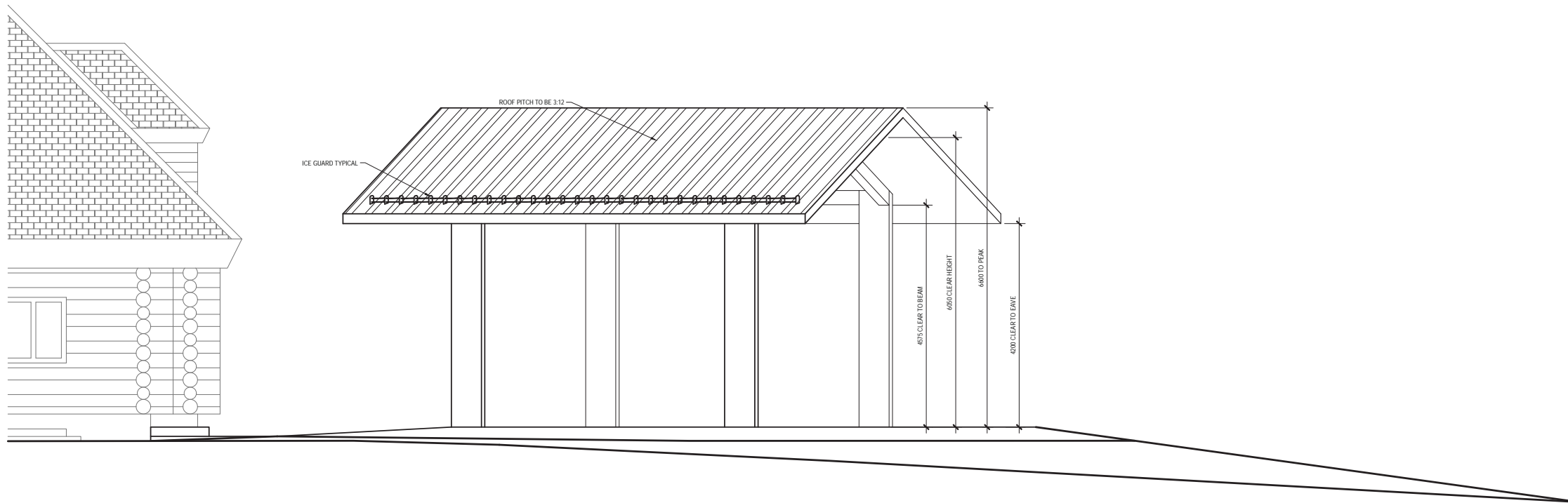
DESIGNED: E.G.F.S.	PROJECT No.: 17-1077K
DRAFTED: J.E.S.	REVISION DATE: 2022/05/26
CHECKED: I.J.	APPROVED: I.J.
SCALE: AS NOTED	SHEET No.: 3

1 MAIN STAGE PLANVIEW
SCALE: 1:50

S-2



1 NORTH-EAST ELEVATION
SCALE: 1:50



2 SOUTH-EAST ELEVATION
SCALE: 1:50

ISSUED FOR TENDER
2022/05/26

No.	DATE	ENGR/DRAFT	REVISION COMMENTS
3	2022/05/26	UJS	ISSUED FOR TENDER REVISED CONCRETE PAD LOCATION
2	2022/05/19	UJS	ISSUED FOR TENDER
1	2022/05/17	UJS	ISSUED FOR 95% REVIEW
0	2022/05/12	UJS	ISSUED FOR 95% REVIEW

**MATTAWA MUSEUM
STEEL BANDSHELL
STRUCTURE**
MATTAWA, ONTARIO
ELEVATIONS

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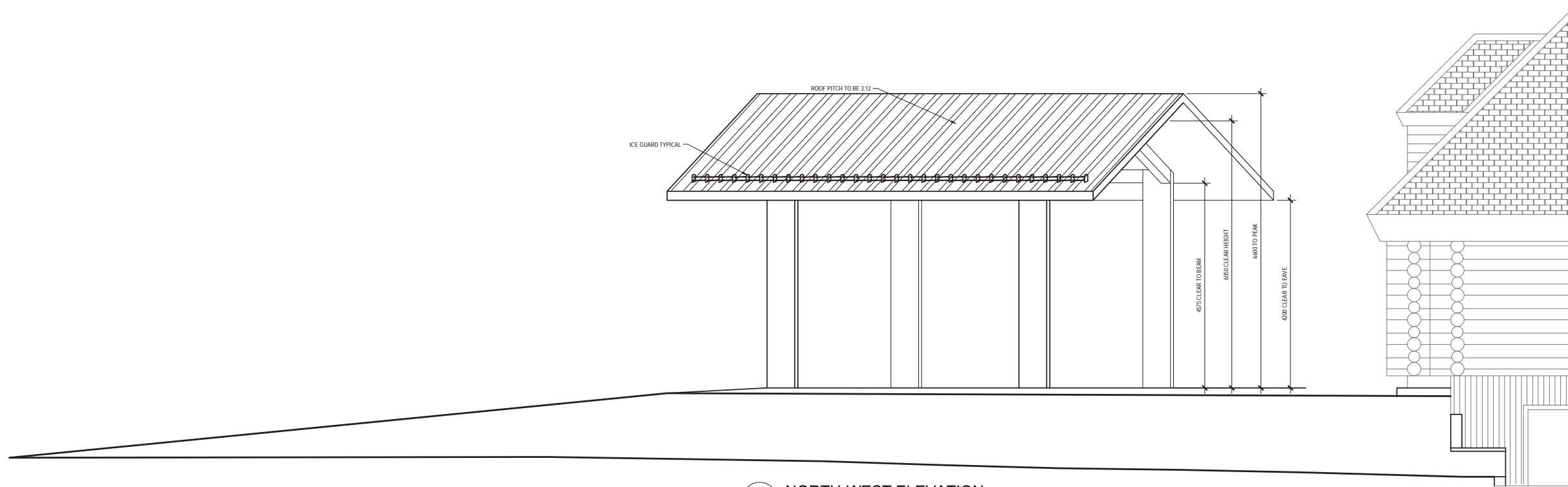
DESIGNED: E.G.F.S.	PROJECT No.: 17-1077K
DRAFTED: J.E.S.	REVISION DATE: 2022/05/26
CHECKED: I.J.	APPROVED: I.J.
SCALE: AS NOTED	SHEET No.: 3

S-3

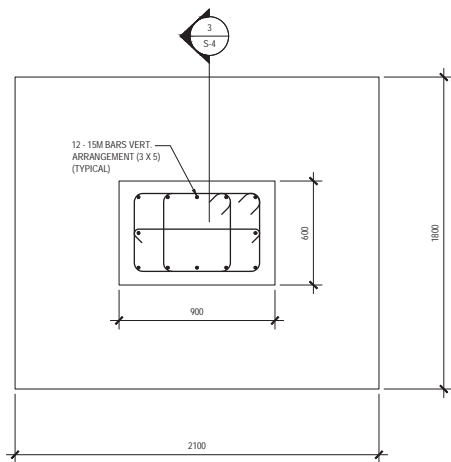
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DRAWING NAME: J:\17-1077K-MATTAWA MUSEUM PERGOLA-RETENDER STEEL STRUCTURE.DWG; DATE: 2022/05/26; DRAWN BY: J.E.S.; CHECKED BY: I.J.; PROJECT: MATTAWA MUSEUM PERGOLA-RETENDER STEEL STRUCTURE; SHEET: 3 OF 3

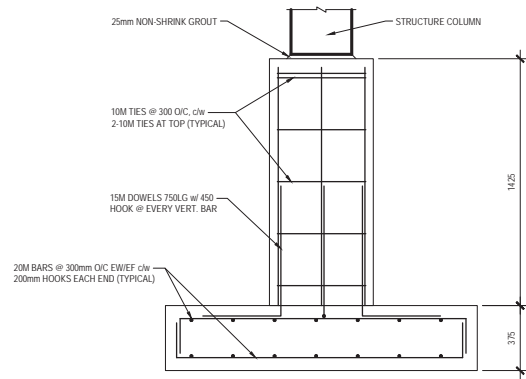
DRAWING: 17-1077K-MATTAWA MUSEUM PERGOLA - RETENDER STEEL STRUCTURE LAYOUT, S-4 ELEVATION AND DETAILS DATED: 01/10/2022 BY: JAZZB



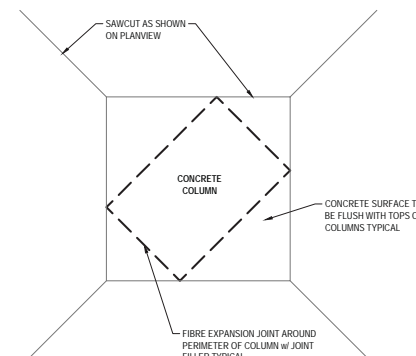
1 NORTH-WEST ELEVATION
SCALE: 1:50



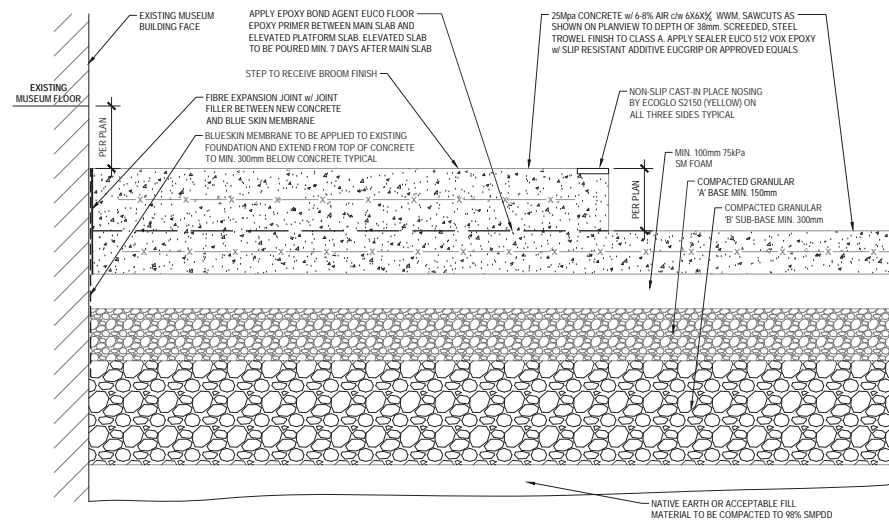
2 FOOTING-PIER DETAIL
SCALE: 1:20



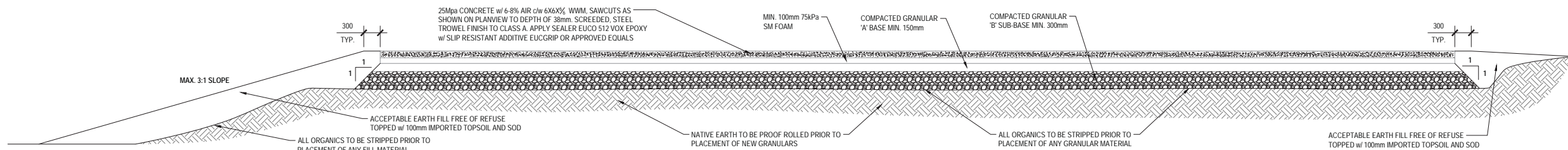
3 FOOTING-PIER SECTION
SCALE: 1:20



4 PIER ISOLATION JOINT DETAIL
SCALE: 1:10



5 TYPICAL LANDING SECTION
SCALE: 1:10



6 TYPICAL SECTION
SCALE: N.T.S.

ISSUED FOR TENDER
2022/05/26

No.	DATE	ENG/DRFT	REVISION COMMENTS
3	2022/05/26	UJS	ISSUED FOR TENDER REVISED CONCRETE PAD LOCATION
2	2022/05/19	UJS	ISSUED FOR TENDER
1	2022/05/17	UJS	ISSUED FOR 95% REVIEW
0	2022/05/12	UJS	ISSUED FOR 95% REVIEW

**MATTAWA MUSEUM
STEEL BANDSHELL
STRUCTURE
MATTAWA, ONTARIO
ELEVATION AND DETAILS**

Jp2g Consultants Inc.
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DESIGNED: E.G.F.S.	PROJECT No.: 17-1077K
DRAFTED: J.E.S.	REVISION DATE: 2022/05/26
CHECKED: I.J. APPROVED: I.J.	REVISION No.: 3
SCALE: AS NOTED	SHEET No.: