



Notice to Potential Proponents Request for Tenders

RFT Date: **May 30, 2023**

RFT Solicitation #: **2022-019**

RFT Title: **DRUMHELLER AQUAPLEX DOOR RELOCATION**

Please review the attached document and submit your Tender to the email address noted below by the closing deadline of **2:00 pm** (as recorded by the receiver) on **Thursday, June 15, 2023**.

Tenders will not be considered unless:

1. Received by the date and time specified above; and
2. Received at the Email address specified below
 - a. purchasing@drumheller.ca

Submission by hard copy or Facsimile will NOT be accepted.

Site Meeting Details: Wednesday, June 7, 2023, 11:00 a.m.
Drumheller Aquaplex, 100 Riverside Dr W, Drumheller, AB

Deadline for Questions: Must be received in writing (email) prior to 2:00 pm (local time) on June 13, 2023.

Town Contact: Reg Bennett
Facilities Manager
Town of Drumheller
224 Centre Street
Drumheller, Alberta, T0J 0Y4
403-823-1308
purchasing@drumheller.ca



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Notice to Potential Proponents Request for Tenders

1.0 Overview

1.1 Project Background

The construction of the berm on the north side of the Aquaplex building has rendered the existing exit door on the north west corner of the building as not functional. A new double door exit is being constructed on the west side of the building.

1.2 Existing Conditions

Both the existing door and the new double door location are from the existing pool deck area. The pool will be in use during the construction period. Adequate hoarding and dust protection is required to secure the area of work from the pool deck. The work schedule must be coordinated with the Facilities Manager and the Pool Manager so as to minimize risk and expedite the construction. Construction must be completed **ASAP**.

1.3 Project Schedule

The schedule for this project is as follows:

Item	Date
RFT Issuance	Tuesday, May 30, 2023
Deadline for Questions	2:00 pm Tuesday, June 13, 2023
Closing Date	2:00 pm Thursday, June 15, 2023
Notice of Award	Thursday, June 22, 2023
Project Start or Delivery Date	Monday, June 26, 2023
Construction Period	Beginning immediately upon award
Substantial Completion	ASAP
Warranty Period	1 year

2.0 Scope of Work and Submission Requirements

2.1 Scope of Work

A full description of the scope of work is described in the drawings and specifications and generally consists of the following:

- Hoarding and protection of existing facilities
- Selective demolition
- Construction, materials and labor for the installation of the new double door including all hardware, and exterior concrete pad.
- Closing off existing exit door
- Relocation of existing exit sign and fire alarm pull station
- Verification of renovated portion of fire alarm system



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- Painting and finishing to all new surfaces/areas, as well as any areas/surfaces affected by the work.
- Repair of landscaping around new exterior concrete pad
- Any other miscellaneous work caused by or resulting from the scope of the project

Deliverables expected throughout the project are described in the drawings and specifications and include, but not limited to: shop drawing submissions, construction, materials and labour, O&M manuals, warranty period.

2.2 Pre-Bid Meeting and Site Inspection

A mandatory pre-bid meeting and site inspection will be held on **Wednesday, June 7 at 11:00 a.m.** Attendance is mandatory for Prime Contract Bidders.

Site location: 100 Riverside Dr W, Drumheller, AB. Bidders are to meet at the main front doors.

Purpose is to:

- .1 provide bidders an opportunity to familiarize themselves with the Work
- .2 provide bidders an opportunity to familiarize themselves with existing conditions.

Owner's representative(s) will be present. Attendance at the time and place specified is mandatory for Prime Contract Bidders. Major subcontract bidders are recommended to attend. Others are invited to attend. An attendance form will be made available at the pre-bid meeting for all prime contract Bidders to sign to indicate their attendance at the pre-bid meeting. No information provided by the Owner or any of his representatives at the pre bid meeting and site inspection shall be binding, unless such information is included in an Addendum.

2.3 Terms and Conditions

2.3.1 General Information

Proponents should structure their Tenders in accordance with the instructions in this RFT. Where information is requested in this RFT, any response made in a Tender should reference the applicable section numbers of this RFT.

All Tenders are to be in English only.

Any information provided through the RFT, and associated Addenda, is for information only and does not guarantee the accuracy of information or quantities. It is the Proponent's responsibility to obtain all the information necessary to prepare a Tender in response to this RFT.

The Proponent will bear all costs associated with or incurred in the preparation and presentation of its Tender, including, if applicable, costs incurred for interviews or demonstrations.

2.3.2 Communications During RFT

Proponents should promptly examine all of the documents comprising this RFT and may direct questions or seek additional information in writing by email to the RFT Contact on or before the Deadline for Questions. Information sent to any individual other than the RFT Contact will be deemed as not received and a response will not be provided.



Submitted queries will be answered by Addendum only. Questions may be answered in part, or in whole, at the discretion of the Town and not all queries will be responded to if deemed to not be relevant to the RFT submission.

If an Addendum is issued following the Deadline for Issuing Addenda, the Town may extend the Submission Deadline for a reasonable period of time.

2.3.3 Conflict of Interest

A Proponent may not have a direct or perceived Conflict of Interest with submitting a response to this RFT. This includes, but is not limited to: having access to confidential information not available to other Proponents; communications with any person with a view to influencing preferred treatment in the RFT process; or engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFT process.

The Town may disqualify a Proponent for any conduct, situation or circumstances, determined by the Town, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

2.4 Submission Requirements

Contractors are expected to submit the following:

1. Cost Submission Form (Appendix A)
2. Labour and Equipment rates
3. Provide a list of sub-contractors and their contact information.
4. Proposed Schedule
5. Workers Compensation Board (WCB) Coverage Letter
6. Proof of Commercial Liability Insurance
7. Provide a copy of COR/SECOR or TLC certification as issued by the Alberta Construction Safety Association. A copy of the safety policy and a copy of the table of contents of the safety manual may be submitted in lieu of COR/SECOR or TLC certification as issued by the Alberta Construction Safety Association.

It is to be noted that the Town of Drumheller's email receiving limit is 100MB and as such if multiple emails are required the subject line should note email *part # of #* and the next email to subject line to include *part # of #*. This is to be added onto the subject Line title as identified in Section 2.3.1 Tender Submittal Location.

2.4.1 Tender Submittal Location

Tenders must be submitted by email to:

purchasing@drumheller.ca



2.4.2 Tender Submittal Format

Proponents should submit one (1) electronic copy, in PDF format. Submissions must be a maximum of 100 MB in total size. Zip files will not be accepted. The body of the email should not indicate the details of the Tenders, specifically the costs submitted.

The title of the email should be as follows:

RFT SUBMISSION – [COMPANY NAME] – DRUMHELLER AQUAPLEX DOOR RELOCATION

The title of the PDF's should be as follows:

RFT SUBMISSION - [COMPANY NAME] – DRUMHELLER AQUAPLEX DOOR RELOCATION

2.4.3 Amendment of Tenders

Proponents may amend their Tenders prior to the submission deadline by submitting the amendment in an email with RFT title as set out above. Any amendment should clearly indicate which part of the Tender the amendment is intended to amend or replace.

2.4.4 Withdrawal of Tenders

At any time throughout the RFT process until the execution of a written agreement, a Proponent may withdrawal a submitted Tender. To withdraw a Tender, a notice of withdrawal must be sent to the RFT contact and must be signed by an authorized representative of the Proponent. The Town is under no obligation to return withdrawn Tenders.

2.5 Bid Bond

Bid Bond

- a) Each submission must include a *Consent of Surety* and *Bid Bond* in the amount of 10% in a form containing equivalent obligations on the part of the surety company and the submitter, executed under seal by a surety company satisfactory to *The Town* and authorized by the laws of Alberta to issue bonds in Alberta. In lieu of a *Consent of Surety* or *Bid Bond*, *The Town* may, in its sole discretion, accept from a financial institution acceptable to *The Town*, one of the following:
 - i. a bank draft, certified cheque, irrevocable letter of credit, or guarantee, along with any additional documentation *The Town* may require; or
 - ii. a letter that a bank draft, certified cheque, irrevocable letter of credit, or guarantee, will be provided upon the request of *The Town*.
- b) Failure to include in the submission the required documentation will result in *The Town*, in its sole discretion, electing to discontinue consideration of the submission.

Performance Security



- a) No later than five *Days* following execution of the *Agreement*, the *Contractor* must deliver to *The Town Performance Security* as specified in the *Agreement*. The *Performance Security* must be in the form required by *The Town* or in a form that is acceptable to *The Town*, and must be enforceable in the Province of Alberta.
- b) If the *Agreement* is amended or a *Change Order* is issued that increases the *Project Price*, the *Contractor* must also increase the *Performance Security* provided under the *Agreement* to an amount not less than 50% of the increased *Project Price* by obtaining and providing additional *Performance Security*, or a satisfactory rider or extension to the existing *Performance Security*, from the surety company. If the surety company declines consent or coverage for any amendment to the *Agreement* or for a *Change Order*, the *Contractor* must obtain and provide *The Town* with valid *Performance Security*, satisfactory to *The Town*, covering the *Work* specified in the amendment to the *Agreement* or in the *Change Order*. The *Contractor* will be compensated for the additional cost of such *Performance Security*.
- c) A *Labour and Material Payment Bond* is required by *The Town*. The *Contractor* must ensure that all *Subcontractors* have notice of the *Labour and Material Payment Bond*. The *Contractor* must post and maintain in a conspicuous location or locations on the *Project Site*, a copy of the *Labour and Material Payment Bond*. The agenda for the meetings held by the *Contractor* will include notice of the *Labour and Material Payment Bond*.

2.6 Contractor Certifications

Any consultant entering into any agreement with the Town of Drumheller is expected to have COR/SECOR or TLC certification as issued by the Alberta Construction Safety Association. A copy of the safety policy and a copy of the table of contents of the safety manual may be submitted in lieu of COR/SECOR or TLC certification as issued by the Alberta Construction Safety Association.

3.0 Evaluation Process

3.1 Overview

The Town of Drumheller reserves the right to accept/reject any or all Tenders in whole or in part. Proponents may be required to provide supplementary information after the closing date to support their Tender, when requested by the Town. The highest scoring or any Tender will not necessarily be awarded. The lowest cost or any Tender will not necessarily be awarded.

No Proponent shall have any claim for any compensation of any kind whatsoever (including, without limitation, the cost of preparing and submitting the Tender, and any anticipated profits and contributions to overhead) against the Town as a result of participating in this process, and by submitting a Tender each Proponent shall be deemed to have agreed that it has no claim. For greater certainty, the Proponent hereby waives any claim for damages or costs of any nature against the Town (including, without limitation, the cost of preparing and submitting the Tender, and any anticipated profits and contributions to overhead) arising out of the Town's use of its discretion under the Tender documents, and the Project Manager's advice to the Town.



3.2 Cost Tender Evaluation

Tenders will be evaluated on bid price.

3.3 Review by Committee

All Tenders will be evaluated through a comprehensive review and analysis by an evaluation committee.

The Evaluation Committee may, at its sole discretion, retain additional committee members or advisors.

The intention of the Evaluation Committee will be to select one Tender which in its opinion meets the Town's requirements under this RFT and provides a satisfactory overall value to the Town.

By responding to this RFT, Proponents will be deemed to have agreed that the decision of the Evaluation Committee will be final and binding.

3.4 Clarifications

As part of the evaluation process the Evaluation Committee may make requests for further information with respect to the content of any Tender and/or to ascertain the understanding and responsiveness of the Proponent and to any of the project information and requirements.

The Evaluation Committee may request further information from one or more Proponents and not from others.

3.5 Interview

A Proponent whose Tender has received a high ranking may be invited to an interview with the Selection Committee, the results of which will be used by the Committee as a mechanism to revisit, revise, and finalize the score as necessary.

The representatives designated by the Selection Committee in its invitation to the Proponent must attend any interview scheduled as part of this evaluation process.

The representative of a Proponent at any interview scheduled is expected to be thoroughly versed and knowledgeable with respect to the requirements of this RFT and the contents of its Tender, and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting agreement.

3.6 Evaluation Results

Upon conclusion of the evaluation process, a final recommendation will be made for award. Tender evaluation results should be the property of the Town and will not be shared with any Proponents.



Proponents should be aware that Council and individual Councillors have the right to view the responses provided that their requests have been made in accordance with the Town's procedures.

4.0 Town of Drumheller Responsibilities

4.1 General

The Town's staff will provide assistance to the successful Proponent by reviewing all submitted documents within approximately one week of receipt, depending on the magnitude of the submission.

The Town will designate a Project Manager to this project upon completion of the evaluation of the RFT and award of the project.

Best efforts will be made by the Town to provide relevant and available past documents to assist in the success of the project.

5.0 Contract Details

5.1 Contract Type

The successful bidder will be expected to enter into a CCDC2 contract with the Town of Drumheller. A copy of the contract is attached to this RFT.

5.2 Insurances and Bonding

The Town of Drumheller requires that all Tenders include proof of \$ 5,000,000.00 Commercial Liability Insurance. Insurances must match that of the contract requirements (see item 2.4).

5.3 Warranty

A warranty period of 1 year is required. Refer to the CCDC2 contract and Section 00 73 00 Supplementary Conditions.

5.4 Negotiations and Agreement

Any award of an Agreement to a Proponent will be at the absolute discretion of the Town. The selection of a recommended Proponent will not oblige the Town to negotiate or execute an agreement with that recommended Proponent.

Any award of an Agreement resulting from this RFT will be in accordance with the bylaws, policies, and procedures of the Town.

The Town shall have the right to negotiate on such matter(s) as it chooses with any Proponent to which it has awarded an Agreement without obligation to communicate, negotiate, or review similar



modifications with other Proponents. The Town shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

During negotiations, the scope of the service may be refined, issues may be prioritized, responsibilities among the Proponent, all staff provided by it and the Town may be settled and the issues concerning implementation may be clarified.

If negotiations between the Town and a successful Proponent do not result in an Agreement within thirty (30) days of receipt by the Proponent of notification of award, the Town may at its sole discretion terminate such negotiations and either enter into negotiations with one or more other Proponents or terminate the RFT process.

The successful Proponent must obtain a valid Town of Drumheller business licence upon 3 days of project award. If the Proponent does not obtain a valid Town of Drumheller business license, the Town at its sole discretion may terminate the contract.

The Town shall be under no obligation to accept a Tender without amendment, alteration, counter-offer, or any change that may result from negotiations with the Proponent submitting the Tender.

The Town reserves the right to award a contract in whole or in part.

5.5 Payment

Payment for services will be made in a timely manner following receipt of the invoices subject to the invoice being submitted in an acceptable format and without conflicts to the original agreement. Payment will only be made on approved invoices as deemed by the Town of Drumheller.

For labour costs, payment will be on a time basis at approved hourly rates to the Upset Limit for each deliverable to be provided by the successful Proponent.

Payments for disbursements will be pro-rated based on the value of the work performed during a billable period.

For the Unit Price deliverables, payment will be at the unit price for each deliverable provided. The Town will determine how many of the "units" are required, once the project has progressed sufficiently to make the decision.

Prices and staff rates submitted in a Tender are to be firm for the duration of the RFT process and the term of any resulting Agreement. Rates shall be inclusive of all burdens or deductions as applicable to the work.

All invoices must clearly show GST as a separate value and GST "registrant" number indicated.

The Town shall not be responsible for any unauthorized additional costs.



Appendix A: SUBMISSION FORM

The following form must be filled out in its entirety and signed by a representative authorized by the company to do so. Scopes of work which are not being bid should be indicated so by writing "scope not included" within the price column of the bid form.

Values indicated below consist of all necessary labour, equipment, materials, and associated costs to complete the work in their entirety. Work includes, but is not limited to, any excavation, disposals, grading, materials, landscaping, survey, materials, equipment, and supervisions as required per the drawings and specifications.

Company Name: _____

Addendum #s Received: _____

Project Costs:

Division	Description	Qty	Unit	Unit Price	Total
01	General Requirements				
02	Demolition				
03	Concrete				
04	Masonry				
05	Metals				
07	Thermal and Moisture Protection				
08	Openings				
09	Finishes				
26	Electrical				
28	Fire Alarm				
32	Exterior Improvements				
				Subtotal	
				10% Contingency	
PROJECT TOTAL					

The above prices are excluding GST. Each scope of work is mutually exclusive of the other and the Town reserves the right to award some or all of the scopes of work.

Company Certification:

The following verifies that the information provided with this submission is accurate and inclusive of all requirements of the Request for Tender. The document must be signed by an authorized representative of the company in order to be accepted for consideration.



Town of Drumheller
RFT Date: May 30, 2023
RFT Title: Drumheller Aquaplex Door Relocation

Company Name: _____

Address: _____

Signature: _____

Title: _____

Printed Name: _____

Date: _____



Appendix B: Relative Documents

The following information is attached to the RFT as additional information:

Specification Sections as listed in the Table of Contents and as attached.

Drawings as listed in the List of Drawings and as attached.

Masterformat Headings	Section Number	Section Name
DIVISION 01 – PROCUREMENT AND CONTRACTING REQUIREMENTS		
Conditions of the Contract	00 73 00	Supplementary Conditions
DIVISION 01 – GENERAL REQUIREMENTS		
Price and Payment	01 26 63	Change Order Procedures
Administrative Requirements	01 31 13	Project Coordination
	01 31 19	Project Meetings
	01 32 16	Construction Schedules
	01 33 00	Submittal Procedures
	01 35 29	Work Site Safety
Quality Requirements	01 41 00	Regulatory Requirements
	01 45 00	Quality Control
Temporary Facilities and Controls	01 50 00	Temporary Facilities and Controls
	01 56 00	Temporary Barriers and Enclosures
Product Requirements	01 62 00	Product Options and Substitutions
Execution and Closeout Requirements	01 77 00	Project Closeout Procedures
DIVISION 02 – SELECTIVE DEMOLITION		
	02 41 19	Selective Demolition
DIVISION 03 - CONCRETE		
		See Structural Drawings
DIVISION 04 - MASONRY		
		See Structural Drawings
DIVISION 05 - METALS		
		See Structural Drawings
DIVISION 08 - OPENINGS		
Doors and Frames	08 11 13	Hollow Metal Doors & Frames
Hardware	08 70 00	Hardware
DIVISION 26 – ELECTRICAL		
		See Architectural Drawings
DIVISION 28 – FIRE DETECTION AND ALARM		
		See Architectural Drawings
End of Table of Contents		

SHEET NUMBER	NAME	DATE
ARCHITECTURAL		
A0.0		
A0.1	General Notes, List of Drawings, Code Analysis	2023-05-30
A1.0	Main Floor Plan	2023-05-30
A1.1	Enlarged Plan & Details	2023-05-30
STRUCTURAL		
S0.0	Structural Notes	2023-05-30
S1.0	Partial Main Floor Plan & Details	2023-05-30

End of List of Drawings

1. CONSTRUCTION CONTRACT

- .1 These supplementary general conditions consist of amendments and supplements to the "General Conditions of the Stipulated Price Contract", hereinafter referred to as the general conditions, of the latest Standard Construction Document CCDC 2 Stipulated Price Contract, and shall be read in conjunction with this document.

2. AGREEMENT BETWEEN OWNER AND CONTRACTOR

- .1 The AGREEMENT will be completed by the Owner incorporating information obtained from both these Specifications and the Bid submitted.

.2 ARTICLE A-3 CONTRACT DOCUMENTS

Amend to include:

The List of Contract Documents to be entered in the AGREEMENT subsequent to the award of the contract shall be as follows;

- .1 AGREEMENT BETWEEN OWNER AND CONTRACTOR
 - .2 SUPPLEMENTARY CONDITIONS
 - .3 DEFINITIONS
 - .4 GENERAL CONDITIONS
 - .5 PROJECT SPECIFICATIONS: (Including Instructions to Bidders) See List of Contents
 - .6 SCHEDULES
 - .7 DRAWINGS; see List of Drawings
 - .8 All documents issued during the bidding period
- .3 ARTICLE A-4 CONTRACT PRICE

Delete 4.2 and substitute the following:

Value Added Taxes (G.S.T.) of 5% payable by the Owner to the Contractor will be added to the Contract Price, shown as a separate item on each monthly claim.

3. GC 1.1 CONTRACT DOCUMENTS

- .1 Add the following to Clause 1.1.9

Work specified in the specifications is divided into sections for reference purposes only. Division of work between contractor, subcontractors, sub-subcontractors and suppliers is Bidder's responsibility. The Owner or Consultant assumes no responsibility to act as an arbiter to establish subcontract, subcontractor, and supplier limits between sections or divisions of work.

- .2 Add the following new clauses:

- 1.1.12 All instructions contained in the specifications are written in the imperative mood and directed to the Contractor and as such are deemed to include the expression "the Contractor shall".
- 1.1.13 The Contractor is responsible for the co-ordination of metric and imperial dimensions as shown on the drawings and as specified.

4. GC 1.4 ASSIGNMENT

.1 Replace 1.4.1 with the following:

1.4.1 The Contractor shall not assign the Contract without the Owner's written consent, which consent may be unreasonably withheld. The Contractor, when requesting the Owner's consent to an assignment, shall provide evidence satisfactory to the Owner of the ability of the proposed assignee to complete the Contract in respect of its technical and financial competence, its workforce and its equipment along with any other information requested by the Owner. In the event that the Contractor assigns the Contract, such assignment shall not relieve the Contractor of its obligations pursuant to the Contract.

.2 Add the following new clause:

1.4.2 The Contractor shall supply a list of Subcontractors to the Owner and shall not replace any Subcontractors without the prior written consent of the Owner.

5. GC 2.2 ROLE OF THE CONSULTANT

.1 2.2.9 Amend last line to read:

"...to the parties within a reasonable time, except questions of law arising from the interpretation or application of the Contract Documents"

.2 Replace 2.2.13 with the following:

2.2.13 The Contractor shall be responsible for requesting any additional instructions or clarifications that may be required from the Consultant which are needed for the performance of the Work, and shall request such instructions or clarifications in time to avoid any delay or unnecessary cost of the Work.

.3 Add the following new clause:

2.2.19 The Consultant, acting reasonably, may vary or revoke any of his instructions, directions or authorizations where:

- a) There is a contravention of any conditions under which the instructions, directions or authorizations were issued, or
- b) The instructions, directions or authorizations were issued in error, or
- c) The instructions, directions or authorizations were issued on the basis of incorrect or incomplete information.

6. GC 2.3 REVIEW AND INSPECTION OF THE WORK

.1 2.3.4 Amend last line to add the following:

"...Where it is necessary to correct any portion or portions of the Work, the corrected work shall, if required by the Consultant, be re-tested or re-inspected, at the Contractor's sole cost and expense."

.2 Add the following new clause:

2.3.8 The Consultant, the Owner and their representatives shall at all times have access to the Project and be permitted to examine the Work and materials used or to be used for the Work, and the Contractor agrees to provide reasonable facilities for such inspection.

7. GC 2.4 DEFECTIVE WORK

.1 Add the following new clauses:

2.4.4 The value of deficient work will be determined by the Consultant. In the Consultant's evaluation, deficiency values will be multiplied by a factor of 2.5.

8. GC 3.5 SUPERVISION

.1 Add the following new clause:

3.5.3 If, in the opinion of the Consultant, the supervision is deemed not satisfactory, changes or additions to the Contractor's personnel may be demanded by the Consultant and must be acted on within ten (10) working days by the Contractor.

9. GC 3.8 SHOP DRAWINGS

.1 Replace GC 3.8.1 with the following:

3.8.1 The Contractor shall be responsible for providing all Shop Drawings necessary for the performance of the Work.

10. GC 4.1 CASH ALLOWANCES

.1 Add the following new clause:

4.1.8 The Contractor shall keep accurate records, as reasonably required by the Consultant, of costs under cash allowances and present them in support of the value of the cash allowances, where applicable.

11. GC 5.1 FINANCIAL INFORMATION REQUIRED OF THE OWNER

.1 Delete paragraph 5.1.1 in its entirety. Add the following new paragraph 5.1.1

5.1.1 The Owner and Contractor shall provide each other with timely notice in writing of any material change in their financial ability to fulfill their respective obligations under the contract.

12. GC 5.2 APPLICATIONS FOR PAYMENT

.1 Add the following to Clause 5.2.4

Included in the Schedules of Values shall be an amount for the provision of record drawings, maintenance manuals, operations manuals, deficiency holdback, warranties and guarantees.

13. GC 5.3 PAYMENTS

.1 Add the following new clause.

5.3.2 The Consultant shall not certify the first payment until the evidence of the Contractor's insurance required by GC 11.1, has been received by the Consultant.

14. GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

.1 Add the following to the beginning of Clause 5.4.5:

"Provided that no claims of builders liens have been filed with respect to the Project,..."

15. GC 5.5 FINAL PAYMENT

.1 Add the following to the end of Clause 5.5.1:

"...The Contractor shall include the following with its application for final payment:

- .1 a complete set of As-Built Drawings showing all changes to the Work;
- .2 evidence that any portion of the Work requiring inspection by any governmental authority has been duly inspected and approved by such governmental authority;
- .3 evidence that all required certificates of occupancy and other governmental approvals, licenses, permits have been issued, unless delayed for reasons beyond the Contractor's control; and;
- .4 assignments and originals of all manufacturers' and other guarantees and warranties required pursuant to GC 12.3.7."

.2 Add the following new clauses.

5.5.5 Neither the final payment nor any part thereof shall become due until the Contractor obtains and delivers to the Owner a complete release of any liens arising out of this Contract (other than his own), but the Contractor, may, if any Subcontractor or Supplier refuses to furnish a release of such lien, take all steps necessary to have such lien removed expeditiously, except where such lien was a direct result of a breach of this Contract by the Owner or the non-payment by the Owner of a valid charge or claim under this Contract..

5.5.6 The issuance of final certificate of payment in no way relieves the Contractor from correcting deficiencies, defects, omissions, or warranty obligations not readily apparent at the time of issuance of this certificate.

16. GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

.1 Add the following new clause:

6.1.3 No changes in or additions to the Work shall be undertaken without written authorization of the Owner

17. GC 6.2 CHANGE ORDER

.1 Add the following new clause:

6.2.3 On extra work authorized by the Owner, the allowance for overhead and profit will be based on the following schedules.

.1 For work performed by the Contractors own forces, the Contractor shall be entitled to 10% for overhead and profit on the actual cost of material and labour.

.2 For work performed by Subcontractors:

.1 Each Subcontractor shall be entitled to 10% for overhead and profit on the actual cost of material and labour.

.2 The Contractor shall be entitled to 5% of the Subcontractor's total.

.3 For work performed by Sub-subcontractors:

.1 Each Sub-subcontractor shall be entitled to 10% for overhead and profit on the actual cost of material and labour.

.2 Subcontractor shall be entitled to 5% of above Sub-subcontractor's total.

.3 Contractor shall be entitled to 5% of above total.

.2 Add the following new clause:

6.2.3 The Contractor shall supply all necessary backup including labour and materials breakdowns to substantiate a claim for a Change.

18. GC 6.3 CHANGE DIRECTIVE

.1 Add the following to the beginning of Clause 6.3.1:

"If a change in the work is being considered, the Consultant will give the Contractor notice by issue of his standard for "proposed change". Any such notice requires that the Contractor submit to the Consultant within ten (10) days a valuation of the contemplated change. Such notice does not constitute a change in the work nor is it authority to proceed with the work. The Contractor shall show cost breakdowns for each section of the work and any time delays attributable to the contemplated change.

.2 Add the following new clause:

6.3.14 On extra work authorized by the Owner, the allowance for overhead and profit will be based on the following schedules.

.1 For work performed by the Contractors own forces, the Contractor shall be entitled to 10% for overhead and profit on the actual cost of material and labour.

.2 For work performed by Subcontractors:

.1 Each Subcontractor shall be entitled to 10% for overhead and profit on the actual cost of material and labour.

.2 The Contractor shall be entitled to 5% of the Subcontractor's total.

- .3 For work performed by Sub-subcontractors:
 - .1 Each Sub-subcontractor shall be entitled to 10% for overhead and profit on the actual cost of material and labour.
 - .2 Subcontractor shall be entitled to 5% of above Sub-subcontractor's total.
 - .3 Contractor shall be entitled to 5% of above total.
- .4 If a change results in a decrease in cost, the amount of credit to be given to the Owner by the Contractor shall be the amount of the actual decrease without overhead and profit.
- .5 If a change involves both extras and credits and results in an increase in cost, overhead and profit shall be allowed on the increase only.
- .6 The Contractor shall include in his proposal for change a statement as to the effect the proposed change will have on the Contract Time. A statement that it will be evaluated at a later date is not acceptable.

.3 Add the following new clause:

- 6.3.15 All change directives must include the reason for change and name of the requestor.

19. GC 6.5 DELAYS

.1 Add the following new clauses:

- 6.5.6 The Contractor shall be responsible for the case, maintenance and protection of work in the event of any suspension or delay in the performance of the work.

20. GC 6.60 CLAIMS FOR A CHANGE IN CONTRACT PRICE

.1 Replace GC 6.6.1 with the following:

- 6.6.1 Except where a different notice period is expressly set out in the Contract, the Contractor waives any claim for an extension of the Contract Time, change in the Contract Price, adjustment or interpretation of the Contract Documents, any other relief with respect to the terms of the Contract Documents or any other claim for loss, damage, cost or expense arising from or in any way related to the Project, unless the Contractor provides a notice in writing of the claim to the Owner and the Consultant within ten (10) Working Days after occurrence of the event giving rise to such claim or ten (10) Working Days after the Contractor first recognized, or ought reasonably to have recognized, the conditions giving rise to the claim, whichever is later.

21. GC 9.1 PROTECTION OF WORK AND PROPERTY

.1 Add the following new clauses:

- 9.1.5 The Contractor shall take all precautions necessary to minimize the spread of dust, dirt and noise from the project site on to adjacent properties including streets and shall be responsible for all cleaning operations necessary through failure to exercise such precautions.

- 9.1.6 The Contractor shall provide all barricades, doors, gates, locks, scaffold, barriers, fences, warning signs, lights and personnel necessary for the protection of persons and property on and adjacent to the Place of the Work.

22. GC 9.4 CONSTRUCTION SAFETY

- .1 Add the following new clauses:

- 9.4.6 The Contractor is responsible for all site safety and shall be deemed to be the “Prime Contractor” for the Place of the Work for the purposes of all occupational health and safety regulations from the effective date of this Contract until the completion of the Work. In respect of deficiency and warranty Work, the Contractor shall be the “Prime Contractor” for such Work.
- 9.4.7 If the Owner is of the reasonable opinion that the Contractor has not taken such precautions as are necessary to ensure compliance with the requirements of GC 9.4.1, the Owner may take or order any remedial measures which it deems necessary, including stopping the performance of all or any portion of the Work, and the Owner may use the employees of itself, the Contractor, any Subcontractor or any other contractors to perform such remedial measures. The Contractor acknowledges and agrees that any failure by the Contractor to comply with the Safety Requirements or the Safety Guidelines shall constitute a default pursuant to G.C. 7.1.2.
- 9.4.8 The Contractor shall file any notices or any similar document (including, without limitation, a Notice of Project where applicable) required pursuant to the Contract or the Safety Regulations. This duty of the Contractor will be considered to be included in the Work and no separate payment therefore will be made to the Contractor.
- 9.4.9 Unless otherwise provided in the Contract Documents, the Contractor shall develop, maintain and supervise for the duration of the Work a comprehensive safety program that will effectively incorporate and implement all required safety precautions. The program shall, as a minimum, respond fully to the Safety Regulations and general construction practices for the safety of persons or property, including without limitation the Safety Guidelines and any Workers’ Compensation or Occupational Health and Safety statutes or regulations that may be applicable (e.g., WHMIS)..
- 9.4.10 The Contractor shall provide a copy of its Certificate of Recognition in jurisdictions where this is applicable or otherwise provide a copy of the safety program described in paragraph 9.4.5 hereof to the Consultant for delivery to the Owner prior to the commencement of the Work and shall require, as far as it is reasonably practical to do so, that every employer and worker performing work in respect of the Project complies with such program.
- 9.4.11 The Contractor shall arrange regular safety meetings at its expense. Such meetings shall occur no less frequently than once per week. The Contractor shall record the minutes of such meetings and maintain a complete file for review by the appropriate authorities.
- 9.4.12 The Contractor shall supply and maintain, at its own expense, at its office or other well-known place at the job site, safety equipment necessary to protect the workers and general public against accident or injury as prescribed by the governing authorities.

9.4.13 The Contractor shall supply and maintain all articles necessary for giving first-aid to any person who may be injured on the job site and shall establish an emergency procedure for the immediate removal of any injured person to a hospital or a doctor's care in accordance with the Safety Regulations.

9.4.14 The Contractor shall promptly report in writing to the Owner and the Consultant all accidents of any sort arising out of or in connection with the performance of the Work whether on or adjacent to the Place of the Work, giving full details and statements of witnesses. If death or serious injuries or damages are caused, the accident shall be promptly reported by the Contractor to Owner by telephone (with written notice promptly following to the Owner and the Consultant) in addition to any reporting required under the Safety Regulations or the Safety Guidelines.

23. GC 10.1 TAXES AND DUTIES

.1 Add the following new clause:

10.1.3 In reference to paragraph 10.1.1, the Owner may be entitled to an exemption or recovery of government sales taxes, customs duties or excise taxes and Federal Goods and Services Tax. Cooperate fully in providing the Owner with complete documents, records and other evidence necessary for the applications to receive the exemption and/or recover the taxes and duties.

24. GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

.1 Revise Clause 10.2.2 to read:

10.2.2 The *Owner* shall obtain and pay for permanent easements, and rights of servitude. The *Contractor* shall be responsible for business, licenses, or certificates necessary for the performance of the *work* which were in force at the date of bid closing, including the Building Permit.

25. GC 12.3 WARRANTY

.1 Add the following to Clause 12.3.4:

Notwithstanding provisions under the Alberta Builder's Lien Act permitting Substantial Performance of subcontractors' work prior to substantial performance of the total work, the commencement date for warranty is the date of substantial performance for the total work but in no case before the item being warranted is complete and has been inspected and accepted.

26. INSPECTIONS

The Contactor shall advise the Consultant that works are ready for inspection prior to continuing. 24 hours prior notice of an inspection is necessary. These times are as follows:

- .1 Prior to any concrete pour
- .2 Prior to any drywall placement
- .3 Completion of project

Inspections by the Consultant do not in any way mitigate the responsibility of the Contractor or meet code, quality or quantity of the provided drawings and specifications. Failure to notify for an inspection may result in removals or other additional costs to the Contractor.

END OF SECTION

1. INTENT

- .1 Read this Section in conjunction with the conditions governing changes in the Work and valuation of changes in the General Conditions of Contract.
- .2 The General Conditions of Contract provide for valuation of changes by three different methods: lump sum, unit price, and cost plus. This Section applies to the lump sum method only.

2. DEFINITIONS

- .1 "Actual cost of material and labour" as used in the valuation of changes article in the General Conditions of Contract, means the sum of costs directly related to or necessarily and properly incurred by Contractor, Subcontractors and Sub-subcontractors in the performance of a change in the Work. Direct costs shall include:
 - .1 Materials cost,
 - .2 total labour cost,
 - .3 travel and subsistence cost,
 - .4 temporary work cost,
 - .5 construction equipment cost,and shall exclude overhead cost and profit.
- .2 "Material cost" means cost of all Materials, including transportation and storage thereof. All rebates, refunds, returns from sale of surplus Materials, and trade discounts other than prompt payment discounts, shall be credited to the Owner.
- .3 "Total labour cost" means sum of direct labour cost and payroll burden cost.
- .4 "Direct labour cost" means base wage costs of employees, excluding payroll burden cost.
- .5 "Payroll burden cost" means costs statutory charges and fringe benefit costs additional to direct labour cost and includes unemployment insurance, workers' compensation, vacation pay, statutory holiday pay, health and welfare, pension plan, training fund, and other payroll costs which are hourly wage dependent and are paid by the employer.
- .6 "Travel and subsistence cost" means travel and subsistence costs incurred by employees when working beyond a reasonable commuting distance from their normal place of residence.
- .7 "Temporary work cost" means cost of temporary structures, facilities, services, controls, and other temporary items used in the performance of a Change in the Work, including maintenance, dismantling and removal, less any residual value after dismantling and removal.
- .8 "Construction equipment cost" means the cost of rented or owned equipment, including cost of loading, transportation, unloading, erection, maintenance, dismantling and removal.
- .9 "Overhead cost" means Contractor's, Subcontractors' and Sub-subcontractors' costs related to:
 - .1 operation and maintenance of head offices, branch offices, and site offices,
 - .2 administration at head offices, branch offices, and site offices,

- .3 general management, legal, audit, and accounting services,
- .4 buying organization, corporate tax,
- .5 financing and other bank charges,
- .6 bonding and insurance,
- .7 salaries and other compensation of off-site personnel,
- .8 salaries and other compensation of on-site superintendents and other supervisory personnel,
- .9 planning, estimating, and scheduling of work,
- .10 expendable and non-expendable small tools, including maintenance thereof,
- .11 recruitment and training of on-site staff, and
- .12 all other costs not defined as direct costs.

3. SCHEDULE OF LABOUR RATES

- .1 Submit to Consultant for approval, within 21 days after date of commencement of Contract, a Schedule of Labour Rates in the form of Document 01 26 63A appended to this Section.
- .2 Labour rates stated in Schedule shall be the hourly labour rates that will be applied when estimating increases and decreases in cost resulting from changes in the Work. Assume that work will be performed during regular working hours, not premium time.
- .3 Approved schedule of Labour Rates will be used by Consultant solely for evaluating Contractor Proposals for changes in the Work. Nothing specified herein, nor the submission of a Schedule of Labour Rates by Contractor, shall be construed to mean that the Consultant has established, or will establish, minimum wages or benefits applicable to the Work, other than those required by law.
- .4 Include all trades that will be employed in the Work, including trades employed by Subcontractors and Sub-subcontractors.
- .5 Provide a breakdown indicating hourly labour rates for direct labour cost, payroll burden cost, and the resulting total labour cost for journeymen, apprentices, foremen and other applicable classifications within each trade.
- .6 Labour rates stated in Schedule shall be consistent with rates that will actually be paid in the normal performance of the Work, during regular working hours, and shall not exceed the following:
 - .1 Where collective agreements apply:
 - .1 rates for direct labour cost shall not exceed rates established by collective agreements, and
 - .2 rates for payroll burden cost shall not exceed rates established by collective agreements and statutory charges.
 - .2 Where collective agreements do not apply:
 - .1 rates for direct labour cost shall not exceed rates prevailing in the locality of the Project, and
 - .2 rates for payroll burden cost shall not exceed 25% of rates for direct labour cost.

- .7 Consultant's approval of rates provided in the Schedule of Labour Rates will be conditional upon compliance with the foregoing requirements. Approval will be based on most current information available to Consultant on Alberta construction industry wages and benefits.
- .8 Contractor may request an amendment to an approved rate stated in the Schedule of Labour Rates, if and when required on account of a change in the rate that will actually be paid in the normal performance of the Work. If Contractor can prove to Consultant's satisfaction that a different rate will actually be paid, Consultant may, with the authorization of the Owner, approve such a change in rate.

4. CHANGE ORDER PROCEDURES - LUMP SUM METHOD OF VALUATION

- .1 Consultant will issue a Request for Proposal to Contractor.
- .2 Contractor shall submit a Contractor Proposal stipulating:
 - .1 a lump sum increase, decrease, or no change in the Contract Price, and
 - .2 an increase, decrease, or no change in the Contract Time,on account of the proposed change in the Work.
- .3 Include in Contractor Proposal a detailed breakdown of lump sum increase or decrease, indicating Contractor's, and where applicable Subcontractors' and Sub-subcontractors':
 - .1 itemized direct costs applicable to the proposed change in the Work, and
 - .2 applicable amounts for overhead and profit, in accordance with percentages specified in the General Conditions of Contract.Do not include costs that would otherwise be incurred in the normal performance of the Work.
- .4 Include in detailed breakdown of Contractor Proposal a further breakdown of the total labour cost component indicating, for each applicable trade and trade classification, the labour rate(s) and the number of hours from which the total labour cost is derived.
- .5 Include in detailed breakdown of Contractor Proposal only those labour rates included in Schedule of Labour Rates and previously approved by Consultant, in writing, unless the extra work cannot be performed during regular working hours and Consultant has given approval, in writing, for premium time labour rates.
- .6 Upon Consultant's and Owner's approval and acceptance of Contractor Proposal, a "Change Order" will be issued to Contractor.

END OF SECTION

1. FROM: (CONTRACTOR) _____
(Name)

(Address)

PROJECT: **Drumheller Memorial Arena Dressing Room Addition
Drumheller, AB T0J 0Y4**

2. This Schedule of Labour Rates is submitted in compliance with the requirements of Section 01 26 63 – Change Order Procedures of the Contract Documents.
3. It is understood that:
 - .1 This Schedule of Labour Rates is subject to Consultant’s approval and will be used solely for evaluating Contractor Proposals for changes in the Work.
 - .2 The Consultant has not established, and does not intend to establish, minimum wages or benefits applicable to the Work, other than those required by law.
4. Schedule: See Next Page

3. Labour rates for trades employed by Contactor:

Name of Trade	Trade Classification	Direct Labour Cost (\$/hour)	Payroll Burden Cost (\$/hour)	Total Labour Cost (\$/hour)

We hereby declare that the above-stated labour rates are, to the best of our knowledge, the rates that will actually be paid in the normal performance of the Work, during regular working hours, and do not include any overhead cost or profit.

Name of Contractor

Signature

Date

4. Labour rates for trades employed by Subcontractors and Sub-subcontractors:

Name of Trade	Trade Classification	Direct Labour Cost (\$/hour)	Payroll Burden Cost (\$/hour)	Total Labour Cost (\$/hour)

We hereby declare that the above-stated labour rates are, to the best of our knowledge, the rates that will actually be paid in the normal performance of the Work, during regular working hours, and do not include any overhead cost or profit.

Name of Subcontractor
Sub-subcontractor

Signature

Date

.1 GENERAL COORDINATION

- .1 Coordinate all construction activities as required to ensure efficient and orderly installation of each part of the Work.
- .2 Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule and coordinate construction activities in the sequence required to obtain the best results.
- .3 Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
- .4 Make adequate provisions to accommodate items scheduled for later installation under separate contract or by Contractor's own forces.

2. ADMINISTRATIVE PROCEDURES

- .1 Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities shall include, but not be limited to, the following:
 - .1 Preparation of schedules.
 - .2 Installation and removal of temporary facilities.
 - .3 Delivery and processing of submittals.
 - .4 Progress meetings.
 - .5 Contract acceptance procedures.

3. GENERAL INSTALLATION PROVISIONS

- .1 Require the installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- .2 Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- .3 Inspect Materials immediately upon delivery and again prior to installation. Reject damaged and defective items.
- .4 Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.
- .5 Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to Consultant for final decision.
- .6 Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.

- .7 Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- .8 Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Consultant for final decision.
- .9 Supervise construction activities to ensure that no part of the Work, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

4. CUTTING AND REMEDIAL WORK

- .1 Do the cutting and remedial work required to make the several parts of the Work come together properly.
- .2 Coordinate the Work to ensure that this requirement is kept to a minimum.
- .3 Cutting and remedial work shall be performed by specialists familiar with Materials affected and shall be performed in a manner to neither damage nor endanger the Work.

END OF SECTION

1. RELATED SECTIONS

- .1 Construction Schedules: Section 01 32 16.

2. PRE-CONSTRUCTION MEETING

- .1 Schedule a pre-construction meeting within 15 Days after date of commencement of the Contract and prior to commencement of activities at the Place of the Work.
- .2 Purpose: to review personnel assignments, responsibilities, and administrative and procedural requirements.
- .3 Location: At the Community Centre meeting room, or as directed by the Town of Drumheller.
- .4 Attendees:
- .1 Contractor's representatives: Contractor's senior management, Contractor's project manager, Contractor's site superintendent, representatives of major Subcontractors, and others as necessary.
 - .2 Consultant's representatives: as determined by Owner.
 - .3 Owner's representatives: as determined by Owner.
- .5 Agenda:
- .1 Introduction of Consultant's, Owner's, and Contractor's representatives.
 - .2 Review of significant contractual responsibilities and administrative and procedural requirements.
 - .3 Other business.

3. CONSTRUCTION PROGRESS MEETINGS

- .1 Schedule regular construction progress meetings during the course of the Work.
- .2 Purpose: to monitor construction progress and to identify problems and action required for their solution, to expedite the Work.
- .3 Frequency: every 2 weeks, or as otherwise directed by Consultant.
- .4 Location: Contractor's site office or other on site location to be determined. Alternately, video conferencing may be acceptable, based on the stage of construction and as directed by Consultant.
- .5 Attendees:
- .1 Contractor's representatives: Contractor's project manager, Contractor's site superintendent and when so requested by Consultant, Subcontractors, suppliers and other parties involved in the Work. Contractor's representatives shall be qualified and authorized to act on behalf of the party each represents.
 - .2 Consultant's representatives: as determined by Consultant.
 - .3 Owner's representatives: as determined by Owner.

- .6 Agenda:
 - .1 Review and approval of minutes of previous meeting.
 - .2 Review of items of significance that could affect progress.
 - .3 Other topics for discussion as appropriate to current status of the Work.
- .7 Minutes: Consultant's prime consultant will record minutes and distribute copies to all attendees within seven days after meeting.

4. WARRANTY MEETINGS

- .1 Warranty meetings shall be held between Final Acceptance of the Work and Total Completion of the Work.
- .2 Purpose: to bring to Contractor's attention Contract Deficiencies identified during warranty period, determine action required for their correction, and monitor progress of Contract Deficiency correction.
- .3 Frequency: called by Consultant on an as-needed basis.
- .4 Location: as agreed to between Consultant and Contractor.
- .5 Attendees: same as construction progress meetings.
- .6 Agenda:
 - .1 Review and approval of minutes of previous meeting.
 - .2 Review of progress of Contract Deficiency correction.
 - .3 Identification of problems impeding Contract Deficiency correction.
 - .4 Review of outstanding Contract Deficiencies.
 - .5 Other business.
- .7 Minutes: same as construction progress meetings.

END OF SECTION

1. RELATED SECTIONS

- .1 Summary of Work: Section 01 11 00.
- .2 Submittal Procedures: Section 01 33 00.

2. CONSTRUCTION PROGRESS SCHEDULE

- .1 Form of Schedule:
 - .1 Horizontal bar chart of sufficient size to clearly indicate all required information.
 - .2 Divide time into months, weeks and days. Identify first work day of each week.
 - .3 Allow space for revisions.
- .2 Content of Schedule:
 - .1 List and provide a separate bar for each activity.
 - .2 Indicate start and completion dates for each activity.
 - .3 Indicate projected percentage of completion for each activity as of first day of each two week period.
 - .4 Provide a separate bar for each specified allowance. List each definable activity for each allowance. Include dates for receipt of documentation or information pertaining to work covered by allowances.
- .3 Progress Revisions:
 - .1 Keep schedule on site and up-to-date for duration of Contract.
 - .2 Indicate actual progress of work.
 - .3 Indicate major changes in scope.
 - .4 Revise projections of progress and completion as required.
- .4 Submissions:
 - .1 Within 15 Days after date of commencement of Contract, submit a copy of an initial construction schedule for Owner's review and acceptance at the pre-construction meeting.
 - .2 Revise and resubmit schedule as required by Owner.
 - .3 Submit copy of updated schedule when requested by Owner.

END OF SECTION

1. RELATED SECTIONS

- | | | |
|----|--|-------------------|
| .1 | Construction Schedules: | Section 01 32 16. |
| .2 | Project Closeout Procedures: | Section 01 77 00. |
| .3 | Operation and Maintenance Data: | Section 01 77 00. |
| .4 | Spare Parts and Maintenance Materials: | Section 01 77 00. |

2. CERTIFICATES

- .1 Before commencement of activities at the Place of the Work, obtain and submit to the Owner a certificate of an account with the Workers' Compensation Board.
- .2 Submit copy of building permit application and payment prior to commencing construction.

3. COST BREAKDOWN

- .1 Before submission of first application for payment, submit to the Owner a complete, itemized breakdown of the Contract Price, providing as a minimum:
 - .1 all subcontract amounts,
 - .2 cost of all own forces work,
 - .3 cost of all major supply only items,
 - .4 all specified allowance amounts,
 - .5 cost of general requirements items, including Contractor's overhead and profit.
- .2 The cost breakdown must aggregate to the total amount of the Contract Price.

4. ADMINISTRATIVE

- .1 Submit to Consultant submittals listed for review. Submit with reasonable promptness and in orderly sequence so as to not cause delay in the work. Failure to submit in ample time is not considered sufficient reason for an extension of contract time and no claim for extension by reason of such default will be allowed.
- .2 Work affected by the submittal shall not proceed until review is complete.
- .3 Review submittals prior to submission to the Consultant. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with the requirements of the work and the contract documents. Submittals not stamped, signed, dated and identified as to the specific project will be returned without being examined and shall be considered rejected.
- .4 Verify field measurements and affected adjacent work are coordinated.
- .5 Keep one reviewed copy of each submission on site.
- .6 Submit the qualifications of the actual people who will be performing the work at the site.
- .7 Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by the Consultant's review of submission, unless Consultant gives written acceptance of specific deviations.

6. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES - GENERAL

- .1 Submit to Consultant, for review, shop drawings, product data and samples called for by the Contract Documents and for such other items as the Consultant may reasonably request. Do not proceed with work until related submission has been reviewed.

7. SHOP DRAWINGS

- .1 Shop Drawings means technical data specially prepared for work of this Contract including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form.
- .2 Submit shop drawings presented in a clear and thorough manner to appropriately illustrate the work. Any revisions to the shop drawings that affect design or product quality are to be clearly marked and identified. All changes shall also be noted on a separate sheet for clear notification.

8. PRODUCT DATA

- .1 Product Data means standard printed information describing materials, products, equipment and systems; not specially prepared for work of this Contract, other than the designation of selections.
- .2 Product data consisting of manufacturers' standard schematic drawings, catalogue sheets, diagrams, schedules, performance charts, illustrations and descriptive data will be accepted in lieu of shop drawings provided that:
 - .1 Information not applicable to the work of this Contract is deleted, and
 - .2 Standard information is supplemented with information specifically applicable to the work of this Contract.

9. SAMPLES

- .1 Samples means cuts or containers of materials or partial sections of manufactured or fabricated components which are physically identical to products proposed for use.

10. SUBMISSION OF SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- .1 Review, date and sign, shop drawings, product data and samples, prior to submission.
- .2 Determine and verify:
 - .1 Field measurements.
 - .2 Field construction criteria.
 - .3 Catalogue numbers and similar data.
 - .4 Conformance with Contract Documents.
- .3 Notify Consultant, in writing, on the submission and at the time of submission, of deviations from requirements of Contract Documents.
- .4 Submit one set of PDF drawings for each required shop drawings. All shop drawings to be submitted electronically.
- .5 Make corrections or changes to rejected submittals and resubmit, as specified for initial submittal.

- .6 After final review, Consultant will return reviewed PDF document. Contractor shall reproduce at his expense the number of prints required for performance of the Work.
- .7 Owner's and/or Consultant's review of submittals does not relieve Contractor from responsibility for errors and omissions, nor deviations from requirements of the Contract Documents.

.11 OPERATING MAINTENANCE MANUALS

- .1 Submit in accordance with Section 01 77 00 Project Closeout Procedures, 4. "Operation and Maintenance Data".

.12 STATUTORY DECLARATIONS

- .1 Provide a statutory declaration with each request for payment, following the initial request, indicating that all monies of previous claim have been properly dispersed of to qualified sub-contractors working on this project.

END OF SECTION

1. WORK SITE SAFETY - THIS CONTRACTOR IS "PRIME CONTRACTOR"

- .1 The Contractor shall, for the purposes of the Occupational Health and Safety Act (Alberta), and for the duration of the Work of this Contract:
 - .1 be the "Prime Contractor" for the "Work Site", and
 - .2 do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Act and its regulations, as required to ensure the health and safety of all persons at the "work site".
- .2 The Contractor shall direct all Subcontractors, Sub-subcontractors, Other Contractors, employers, workers and any other persons at the "Work Site" on safety related matters, to the extent required to fulfill its "prime contractor" responsibilities pursuant to the Act, regardless of:
 - .1 whether or not any contractual relationship exists between the Contractor and any of these entities, and
 - .2 whether or not such entities have been specifically identified in this Contract.
- .3 The Consultant anticipates that there may be other contractors in areas adjacent to or within the building. Cooperate with the Town to coordinate and provide access when and where required.
- .4 The Owner and Contractor will, through mutual agreement, determine the area to be designated as "work site". The agreed upon 'work site' will be clearly marked on property. This area may be subject to change upon agreement between Owner and Contractor.

END OF SECTION

1. DEFINITIONS

- .1 Regulatory requirements means laws, by-laws, ordinances, rules, regulations, codes, orders of authorities having jurisdiction, and other legally enforceable requirements applicable to the Work and which are or become in force during the performance of the Work.

2. GENERAL

- .1 Comply with regulatory requirements.
- .2 Except as otherwise specified, apply for, obtain, and pay all fees associated with, permits, licenses, certificates, and approvals required by regulatory requirements and the Contract Documents, based on:
 - .1 regulatory requirements and fees in force on date of tender submission, and
 - .2 any change in regulatory requirements or fees scheduled to become effective after date of tender submission and of which public notice has been given prior to date of tender submission.
- .3 Owner will obtain permanent easements and rights of servitude which may be required for performance of the work.
- .4 Contractor shall give all notices required by regulatory requirements.

3. CONTRACT DOCUMENTS

- .1 Contractor shall not be responsible for verifying that Contract Documents comply with regulatory requirements. If Contract Documents are at variance therewith, or changes which require modification to Contract Documents are made to regulatory requirements, by Authorities Having Jurisdiction, subsequent to date of tender closing, Contractor shall notify Owner in writing, requesting direction, immediately when such variance or change becomes known to him. Owner may make changes required to Contract Documents, and any resulting change in Contract Price or Contract Time will be made in accordance with the General Conditions of Contract.
- .2 If Contractor fails to notify Owner in writing and obtain Owner's direction as required in paragraph 3.1 and performs work knowing it to be contrary to regulatory requirements, Contractor shall be responsible for and shall correct violations thereof and shall bear costs, expenses and damages attributable to his failure to comply with provisions of such regulatory requirements.

4. ALBERTA BUILDING CODE

- .1 Conform to and perform work in accordance with the current version of the National Building Code – Alberta Edition.

5. PERMITS

- .1 Building Permit:
 - .1 Contractor shall apply for, obtain and pay for Building Permit and other permits required for the Work and its various parts.

- .2 Contractor shall display the Building Permit and such other permits in a conspicuous location at the Place of the Work.

- .3 Occupancy Permits:
 - .1 Where required by authority having jurisdiction, Contractor shall apply for Occupancy Permits.
 - .2 Where Contract Document deficiencies are required to be corrected in order to obtain occupancy permits, Consultant will issue appropriate instructions to correct the Work.
 - .3 Turn Occupancy Permits over to Owner.

END OF SECTION

1. SECTION INCLUDES

- .1 Inspection and testing, administrative and enforcement requirements.
- .2 Tests and mix designs.
- .3 Mock-ups.
- .4 Mill tests.
- .5 Equipment and system adjust and balance.

2. RELATED SECTIONS

- .1 Submittal Procedures Section 01 33 00
- .2 Project Closeout Procedures Section 01 77 00

3. REFERENCE STANDARDS

- .1 Within the text of these specifications, reference may be made to the following standards:
 - .1 ANSI - American National Standards Institute
 - .2 ASTM - American Society for Testing and Materials
 - .3 CGSB - Canadian General Standards Board
 - .4 CSA - Canadian Standards Association
 - .5 CAN - National Standard of Canada (published by CGSB)
 - .6 FM - Factory Mutual Engineering Corporation
 - .7 ULC - Underwriters Laboratories of Canada
- .2 The referenced standard and any amendments in force on the day of receipt of bids shall be applicable to the work during the duration of the Contract.

4. TESTING BY CONTRACTOR

- .1 Contractor shall be responsible for:
 - .1 Inspection and testing required by laws, ordinances, rules, regulations or orders of public authorities.
 - .2 Inspection and testing performed exclusively for Contractor's convenience.
 - .3 Testing, adjustment and balancing of conveying systems, mechanical and electrical equipment and systems.
 - .4 Mill tests and certificates of compliance.
 - .5 Tests specified to be carried out by Contractor under the supervision of Owner.
- .2 Contractor shall furnish to Owner, upon request, test results from testing performed by Contractor.

5. TESTING BY OWNER

- .1 Owner reserves the right to employ services of independent testing agencies to establish if work complies with Contract Documents. Owner will appoint and pay for services of such testing agency.
- .2 Employment of inspection/testing agencies does not relax responsibility to perform Work in accordance with Contract Documents.

- .3 Where tests or inspections, by Owner appointed testing agency, indicate work is not in accordance with the Contract Documents, additional tests or inspections, as Owner may require, to verify acceptability of corrected work, shall be paid for by Contractor.

6. ACCESS TO WORK

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

7. PROCEDURES

- .1 Notify appropriate agency and Owner in advance of requirement for tests, in order that attendance arrangements can be made.
- .2 Submit samples and/or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in an orderly sequence so as not to cause delay in Work.

8. REJECTED WORK

- .1 Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by Owner as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.
- .2 Make good other Contractor's work damaged by such removals or replacements promptly.
- .3 If in opinion of Owner it is not expedient to correct defective Work or Work not performed in accordance with Contract Documents, Owner may deduct from Contract Price difference in value between Work performed and that called for by Contract Documents, amount of which shall be determined by Owner.

9. REPORTS

- .1 Submit inspection and test reports to Owner as electronic copies in PDF format.
- .2 Provide copy to Subcontractor of work being inspected or tested, manufacturer or fabricator of material being inspected or tested.
- .3 Include copy of all inspection and test reports in Operations & Maintenance Manuals.

10. EQUIPMENT AND SYSTEMS

- .1 Submit adjustment and balancing reports for mechanical, electrical, and building equipment systems.
 - .1 Mechanical – coordinate with mechanical division.
 - .2 Electrical – Coordinate with electrical division.

END OF SECTION

1. INTENT

- .1 Provide temporary facilities and controls specified in this Section and as otherwise required for performance of work of the Contract.

2. DESIGN OF TEMPORARY FACILITIES

- .1 Contractor shall be responsible for design and safety of temporary facilities. Temporary facilities of such nature that engineering proficiency is required for their design to ensure safety during construction shall be designed by a Professional Engineer in the employ of the Contractor. Before the temporary structure is used, the person responsible for the design or his representative, shall inspect the structure and issue a certificate stating that it has been constructed according to his design.

3. FIELD OFFICES AND SHEDS

- .1 Contractor's Office: Provide and maintain, during the entire progress of the work, a suitable office on the site, for own use, with suitable tables or benches for the examination of drawings, specifications, etc., and where all notices and instructions from the Owner may be received and acknowledged.
- .2 Materials Storage: Provide suitable weather and waterproof storage buildings for the storage and protection of materials. These buildings shall be under lock and key maintained in good condition until the completion of the work.

4. UTILITIES

- .1 Sanitary Facilities: Provide and maintain during the work, temporary toilets for the use of all workmen employed on the work. Toilets in the finished portion of the building shall not be used by workmen. Comply with the Provincial Board of Health Regulations under the Public Health Act. Provide separate facilities for both sexes as required.
- .2 Water Supply: Water is available on the site. Contractor shall coordinate with Owner regarding adequate water supply for construction.
- .3 Temporary Light and Power: Power is available on the site. Contractor shall coordinate with Owner regarding connection to existing power. Contractor shall provide all temporary panels and connections.
- .4 Telephone: Arrange and pay for telephone service to the above-mentioned offices for the duration of the Contract. Long distance calls made by the Owner will be recoverable.
- .5 It is the intention of the Owner to supply temporary services where specified. However, in the event of any unforeseen occurrence, the Owner may discontinue such temporary service, without notice, and without acceptance of any liability, for damage or delay caused by such withdrawal of temporary services.
- .6 Supply of temporary services by the Owner is subject to the requirements of the Owner and the level of availability of existing services.
- .7 Contractor shall bear costs of all temporary services required for the project in excess of those, available from existing services, supplied by the Owner.

5. BARRIERS

- .1 Supply, erect and maintain barricades, sidewalk sheds, catch platforms, and accessories as required by Authorities Having Jurisdiction. When no longer required, remove from the site. Demolished material shall become property of Contractor, unless noted otherwise.

6. CONSTRUCTION AIDS

- .1 Appliances and Scaffolding: Furnish all necessary transportation, scaffolding, forms, labour, tools and mechanical appliances, machinery, services and material required for executing the work.

7. TEMPORARY ENCLOSURES

- .1 Requirements specified herein are additional to and are intended to supplement requirements pertaining to temporary enclosures specified elsewhere in the Contract Documents.
- .2 Provide temporary barriers and enclosures as required to ensure that construction work and activities continue uninterrupted and unhampered for duration of construction period.

8. PROTECTION OF THE PUBLIC AND FIRE SAFETY

- .1 Comply with requirements of the National Building Code – Alberta Edition, Part 8, except as specified otherwise.

9. PREVENTING MOULD DURING CONSTRUCTION

- .1 Monitor interior relative humidity conditions in relation to surface temperatures to prevent generation of moisture that may contribute to mould growth on the surface of organic construction materials.
- .2 If using temporary heaters, use a type that exhausts combustion products directly to the exterior of building enclosures. Do not use temporary heaters that exhaust combustion products into building enclosures.
- .3 Protect all organic construction materials from the elements, before, during, and after their installation.
- .4 Refer to CCA 82 - 2004 "Mould Guidelines for the Canadian Construction Industry", published by the Canadian Construction Association, for additional information about mould, its implications and recommendations on its prevention.
- .5 Promptly report to the Consultant any mould growth observed at the work site. If the Consultant determines that such mold growth was caused by the Contractor's operations, the Contractor shall promptly remove it in accordance with procedures prescribed by Consultant, at no cost to the Owner.

10. CLEANING DURING CONSTRUCTION

- .1 At regular intervals during progress of work, clean-up building premises and site and dispose of waste material, rubbish, and debris.
- .2 Do not allow waste material, rubbish, and debris to accumulate and become an unsightly or hazardous condition. Maintain site in a clean and orderly condition.

- .3 Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- .4 Do not allow waste material, rubbish, and windblown debris to reach and contaminate adjacent properties.
- .5 Sprinkle dusty debris with water as required.
- .6 Lower waste material in a controlled manner; do not drop or throw materials from heights.
- .7 Clean interior building areas prior to commencement of site painting and finishing operations and continue cleaning on an as-needed basis and to eliminate dust, until area of Work is ready for occupancy.
- .8 Ensure that each Subcontractor engaged on the Work bears his full responsibility for cleaning up during and upon completion of his work in accordance with provisions of this article.

11. WASTE DISPOSAL REQUIREMENTS

- .1 Comply with Provincial and Municipal laws, rules and regulations pertaining to disposal operations.
- .2 Provide on-site metal containers with lids, for collection and temporary storage of waste material, rubbish, and debris.
- .3 Dispose of waste material, rubbish, and debris at disposal areas away from site.
- .4 Do not burn or bury waste material, rubbish and debris on site.
- .5 Do not dispose of wastes into brooks, streams, rivers, waterways, lakes or ponds.
- .6 Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.

12. REMOVAL AND RESTORATION

- .1 Remove temporary facilities specified in this Section, prior to request for inspection for Final Acceptance.
- .2 Clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities used during construction to original condition.

END OF SECTION

1. GENERAL

- .1 Provide temporary facilities and controls specified in this Section and as otherwise required for performance of work of the Contract.
- .2 The Contractor shall be responsible for the safe keeping of all materials, work, plantings and site generally, both during and other than normal working times.
- .3 The Contractor shall handle and store materials in accordance with manufacturer's instructions to prevent damage and/or inclusion of foreign matter, which will affect performance and appearance.
- .4 The Contractor shall provide protection to the property and the surrounding properties from damage resulting from their work. All damages caused by the Contractor will be made good by them at no cost to the Owner.
- .4 The Contractor shall provide protection for finished and partially finished building finishes and equipment during performance of Work.
- .5 The Contractor shall take particular care to ensure the safety of facility users, employees, and the general public while working on the property. Where necessary, the Contractor will erect barriers or guards, covered ways, night lights, post watchmen, etc. and will be fully responsible for carrying out his work in a safe manner.
- .6 Construction operation shall be conducted with minimum interference to adjacent public or private roadways, sidewalks, and access facilities in general. Keep such areas free of material, debris, and equipment at all times. Where necessary, provide adequate sidewalks and walkways alongside hoardings and construction site in order to prevent pedestrians from walking on roadways.
- .7 Provide barriers around trees and plants designated to remain. Protect from damage by equipment and construction procedures.

2. BARRICADES

- .1 Site Hoarding, barricades and barriers shall be constructed in accordance with good practice and all applicable regulations.
- .2 The Contractor shall provide temporary hoarding to maintain unobstructed access to exits and to prevent access to construction areas in accordance with all Safety Regulations and good practice.
- .3 Work in existing buildings: Prior to any cutting, the Contractor shall separate the work being done in existing building from the remainder of the building by using floor to ceiling solid hoardings and dust proof screens. Temporary weather-stripped doors shall be installed in hoardings for access.
- .4 Contractor shall provide barricades, warning signs, and lights as necessary for the protection of people and property on, and adjacent to, the site. Alter, adapt, maintain, relocate, and remove as required or as directed by the Consultant.
- .5 With interior construction projects, the hoarding must extend to the ceiling. Where this is impractical such as in large atrium areas, the project area is to have a temporary poly covering to prevent dust travelling to adjacent areas outside of the project area.

- .6 Maintain and relocate protection until such Work is complete; remove upon completion.
- .7 Acceptable hoarding options include:
 - .1 Temporary modular PVC hoarding systems such as Ezee Hoarding or equivalent, complete with lockfast access door(s).
 - .2 Temporary framed and braced 13 mm (1/2") plywood faced hoarding with all joints taped, 2438 mm (8'-0") high (unless ceiling height is lower), complete with necessary hinged and lockfast gates/doors.
 - .3 For exterior applications, chain link or Fast Fencing at 2438 mm (8'-0") high may be an acceptable alternate – to be confirmed with Consultant and BCIT prior to installation.

3. DUST BARRIERS

- .1 Dust barriers: Seal off hoarding with 2 layers of 3-mil (0.07-mm) polyethylene sheets, inside and outside temporary enclosure.
 - 1. Overlap and tape full length of joints.
 - 2. Seal joints and perimeter of temporary partitions.:

4. HVAC PROTECTION

- .1 Air supply, return air ducts, and fresh air intake ducts and chases shall be securely sealed or have temporary filters installed to prevent migration of dust and noise through the air system.

5. TEMPORARY FLOOR PROTECTION

- .1 Protect existing floors/pool deck from soiling and damage.
 - 1. Ensure floor drains, scuppers, etc. are protected from construction debris, dust and damage.
 - 2. Cover floor with 2 layers of 3-mil (0.07-mm) polyethylene sheets, extending sheets 18 inches (460 mm) up walls.
 - 3. Cover polyethylene sheets with 3/4-inch (19-mm) plywood.
 - 4. Other methods may be acceptable by written request and approval of the Consultant.

END OF SECTION

1. DEFINITIONS

- .1 Proprietary specification means a specification which includes one or more proprietary names of products or manufacturers, or both, and may also include descriptive, reference standard, or performance requirements or any combination thereof.
- .2 Non-proprietary specification means a specification which includes descriptive, reference standard or performance requirements, or any combination thereof but does **not** include proprietary names of products or manufacturers.
- .3 Substitution means a product or manufacturer not specified by proprietary name which may be acceptable in place of a product or manufacturer which is specified by proprietary name.

2. PRODUCT OPTIONS

- .1 For products specified by non-proprietary specification:
 - .1 Select any product by any manufacturer which meets requirements of Contract Documents
- .2 For products specified by proprietary specification:
 - .1 Select any product or manufacturer named, or
 - .2 Substitute an unnamed product or manufacturer in accordance with Article 4. of this section
- .3 For products specified by proprietary specification and accompanied by words indicating that substitutions will not be accepted:
 - .1 Select any product or manufacturer named; substitutions are not permitted.

3. SUBSTITUTIONS

- .1 Substitute Products: Where substitute products are permitted, unnamed products will be accepted by Owner, subject to the following:
 - .1 Substitute products shall be the same type as, be capable of performing the same function as, and meet or exceed the standards of quality and performance of the name product(s). Substitutions shall not require revisions to Contract Documents nor to work of Other Contractors.
- .2 Substitute Manufacturers: Where substitute manufacturers are permitted, unnamed manufacturers will be accepted by the Owner subject to the following:
 - .1 Substitute manufacturers shall have capabilities comparable to those of the named manufacturer(s). Substitutions shall not require revisions to Contract Documents nor to work of Other Contractors.
- .3 In making a substitution Contractor represents that:
 - .1 He has investigated substitute product or manufacturer, or both, and has determined that it meets the criteria specified in 4.1 or 4.2, or both, and

- .2 He will make any changes to the Work necessitated by the substitution as required for the Work to be complete in all respects, and
- .3 He waives claims for additional costs and time caused by substitution which may subsequently become apparent.
- .4 Substitutions shall not be ordered nor installed without Owner's acceptance.
- .5 If, in Owner's opinion, a substitution does not meet requirements of Contract Documents, Contractor shall, at no extra cost to Owner, provide a product which, in Owner's opinion, does meet requirements of Contract Documents.

4. PROPRIETARY SPECIFICATIONS

- .1 Notwithstanding specified proprietary names of either or both products or manufacturers, products provided shall meet other applicable requirements of Contract Documents. Modify products if necessary to ensure compliance with all requirements of Contract Documents.

5. CHANGES TO ACCEPTED PRODUCTS AND MANUFACTURERS

- .1 Products and manufacturers accepted by Owner for use in performance of Work of Contract shall not be changed without Owner's written consent.
- .2 Submit requests to change accepted products and manufacturers to Owner in writing, including product data indicated in Article 5.

6. PRODUCT DATA

- .1 When requested by Owner, submit complete data substantiating compliance of a product with requirements of Contract Documents. Include the following:
 - .1 Product identification, including manufacturer's name and address.
 - .2 Manufacturer's literature providing product description, applicable reference standards, and performance and test data.
 - .3 Samples, as applicable.
 - .4 Name and address of projects on which product has been used and date of each Installation.
 - .5 For substitutions and requests for changes to accepted products, include in addition to the above, the following:
 - .1 Itemized comparison of substitution with named product(s). List significant variations.
 - .2 Designation of availability of maintenance services and sources of replacement materials.

END OF SECTION

1. CONTRACT ACCEPTANCE PROCEDURES

- .1 Prior to requesting Owner's inspection for Interim Acceptance, Contractor shall do the following:
 - .1 Ensure that the Work is ready for use for the purpose intended.
 - .2 Review Contract Documents and inspect Work to confirm that prerequisites to Interim Acceptance of Work have been fulfilled and that Work is ready for inspection for Interim Acceptance.
- .2 Submit written request to Consultant for inspection for Interim Acceptance of the Work, certifying that prerequisites have been fulfilled and specifying known exceptions in the form of a list of items to be completed, corrected or submitted.
- .3 Results of Consultant inspection for Interim Acceptance will form initial Contract Deficiency list.
- .4 Following inspection, Consultant will:
 - .1 Issue a Letter of Interim Acceptance stating effective date of Interim Acceptance of the Work, with a copy of the Contract Deficiency list attached thereto, or
 - .2 Advise Contractor that prerequisites to Interim Acceptance are not fulfilled and repeat inspection for Interim Acceptance as necessary.
- .5 Upon issuance of Letter of Interim Acceptance, Owner will assume responsibility for care, custody and control of the Work, including responsibility for:
 - .1 Facility operation, including all systems and equipment.
 - .2 Maintenance.
 - .3 Security.
 - .4 Property insurance.
 - .5 Utility costs.
- .6 Prior to requesting Consultant's inspection for Final Acceptance, Contractor shall do the following:
 - .1 Ensure that the entire Work, except those items arising from the warranty provisions of the Contract Documents, has been performed to the requirements of the Contract Documents.
 - .2 Review Contract Documents and inspect Work to confirm that prerequisites for Final Acceptance of Work have been met and that Work is ready for inspection for Final Acceptance.
- .7 Submit written request to Consultant for inspection for Final Acceptance of Work, including copy of Consultant's most recent Contract Deficiency list, and certifying that each Contract Deficiency has been corrected or otherwise resolved in a manner agreed to between Owner and Contractor. List known exceptions, if any, in request.
- .8 Following inspection, Contractor will:
 - .1 Issue a Letter of Final Acceptance, stating effective date of Final Acceptance of Work, or

- .2 Advise Contractor of Contract Deficiencies which must be corrected prior to issuance of Letter of Final Acceptance.

2. FINAL CLEANING

- .1 Perform final cleaning prior to request for inspection for Interim Acceptance of the Work.
- .2 Use experienced workers or professional cleaners for final cleaning.
- .3 Remove grease, paint spots, dirt, dust, stains, labels, fingerprints and other foreign matter from interior and exterior surfaces.
- .4 Repair, patch and touch-up marred surfaces to match adjacent finishes.
- .5 Replace cracked and broken glass.
- .6 Ensure that cleaning agents and methods do not remove finishes and permanent protective coatings on surfaces being cleaned.
- .7 Broom clean or remove snow and ice from all exterior paved areas designed for pedestrian or vehicular traffic, including parking areas. Remove snow from concrete aprons and sidewalks.
- .8 Remove waste, surplus materials and temporary facilities from the site.
- .9 Leave all surfaces in perfectly clean and unsoiled condition.

3. PROJECT RECORD DOCUMENTS

- .1 Maintain project record drawings separate from construction drawings and record deviations from Contract Documents caused by site conditions and changes ordered by Owner. Mark changes in red coloured ink.
- .2 Record the following:
 - .1 Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.
 - .2 Field changes of dimensions and detail.
 - .3 Changes made by change and field order.
- .3 Submit project record drawings to Owner before or with request for inspection for Interim Acceptance.

4. OPERATION AND MAINTENANCE DATA

- .1 Provide Owner with 1 hard copy and 1 electronic copy on a USB flash drive of operation and maintenance data, as called for in the Contract Documents, made up as follows:
 - .1 Bind data in vinyl hard cover, variable capacity, expanding binder with full metal hinge and slide lock mechanism for 215 x 280 mm size paper.

- .2 Enclose title sheet, labeled "Operating and Maintenance Data Manual", project name, date and list of contents.
- .3 Organize contents into applicable sections of work to parallel project specifications section break-down. Identify each section with tabs of laminated mylar plastic.
- .2 Include the following information plus data specified.
 - .1 Maintenance instructions for finished surfaces and materials.
 - .2 Copy of hardware and paint schedules.
 - .3 Names, addresses and phone numbers of subcontractors and suppliers.
 - .4 Guarantees, warranties and bonds indicating:
 - .1 Name and address of project.
 - .2 Warranty/Guarantee/Bond commencement date and duration.
 - .3 Clear indication of what is being guaranteed and what remedial action will be taken under guarantee.
 - .4 Signature and seal of Contractor.
 - .5 Additional material/equipment used in project listed under various sections showing name of manufacturer and source of supply.
- .3 Neatly type lists and notes. Use clear drawings, diagrams or manufacturers' literature.
- .4 Include one complete set of reviewed shop drawings (bound separately) indicating corrections and changes made during fabrication and installation.
- .5 Submit operation and maintenance manuals before or with request for inspection for Interim Acceptance.

5. SPARE PARTS AND MAINTENANCE MATERIALS

- .1 Deliver specified spare parts and maintenance materials before request for inspection for Interim Acceptance.
- .2 Use unbroken cartons, or if not supplied in cartons, they shall be securely packaged. Clearly mark as to content.
- .3 If applicable, identify colour, room number or area where materials are used.

END OF SECTION

1. General

1.1 REFERENCE DOCUMENTS

- .1 Canadian Standards Association (CSA):
 - .1 CSA S350-M1980 (R2003) Code of Practice for Safety in Demolition of Structures
- .2 Hazardous Materials Information Review Act, 1985
- .3 Motor Vehicle Safety Act (MVSA), 1995
- .4 National Fire Protection Association (NFPA):
 - .1 NFPA 241-04 Standard for Safeguarding Construction, Alteration, and Demolition Operations

1.2 EXISTING CONDITIONS

- .1 Visit and examine the site and note all characteristics and irregularities that may affect the work of this Section.

1.3 PROTECTION

- .1 Prevent movement or settlement of adjacent work. Be liable for any such movement or settlement, and any damage or injury caused.
- .2 Cease operations and notify Consultant if safety of any adjacent work or structure appears to be endangered. Take all precautions to support the structure. Do not resume operations until reviewed with the Consultant.
- .3 Ensure safe passage of building occupants around area of demolition.
- .4 Cease operations and notify the Consultant immediately for special protective and disposal instructions when asbestos materials, lead, or other hazardous materials, other than those identified, are uncovered during the work of this project.
- .5 Prevent debris from blocking surface drainage inlets and mechanical and electrical systems which remain in operation.
- .6 Temporarily suspended work that is without continuous supervision, shall be closed to prevent entrance of unauthorized persons.

1.4 TEMPORARY PARTITIONS

- .1 Erect and maintain dustproof partitions, seal off ducts as required to prevent spread of dust and fumes to other parts of the building. On completion, remove partitions and make good surfaces to match adjacent surfaces.

2. Products

2.1 MATERIALS AND EQUIPMENT

- .1 Provide materials and equipment as required to perform work of this section.

3. Execution

3.1 EXISTING SERVICES

- .1 Disconnect all electrical and telephone service lines in the areas to be demolished. Post warning signs on all electrical lines and equipment that must remain energized to serve other areas during period of demolition. Disconnect electrical and telephone service lines in demolition areas to the requirements of local authority having jurisdiction.
- .2 Disconnect and cap all mechanical services in accordance with requirements of local authority having jurisdiction. Natural gas supply lines shall be removed by the gas company or by a qualified tradesman in accordance with gas company instructions.
- .3 Essential Services: Maintain all essential services to the existing facility during regular hours. Consult with Owner regarding any disruptions which may occur during regular hours.

3.2 APPLICATION

- .1 Unless otherwise specified, carry out demolition in accordance with CSA S350.
- .1 Remove from the site all materials indicated to be removed.
- .2 Carry out demolition in a manner to minimize inconvenience to adjacent occupied space.
- .3 Carry out demolition in an orderly and careful manner.
- .7 Lower waste materials in a controlled manner; do not drop or throw materials from heights.
- .8 Burning of materials on site is not permitted.

3.3 RESTORATION

- .1 Restore to its original condition any portion of the building demolished unnecessarily, at no expense to the Owner.
- .2 Immediately as the work progresses, repair all vibration and excavation damages to existing adjacent properties and active underground services.
- .3 Walls of adjoining structures that were not exposed prior to demolition shall be adequately protected from all weather until finished weatherproof construction is complete for that area.

3.4 CLEAN-UP

- .1 For clean-up during demolition and for final cleaning, comply with requirements of Division 01.

END OF SECTION

1. General

1.1 WORK INCLUDED

- .1 Fabrication and supply of hollow metal doors with flush faces standard and ULC labeled fire rated as called for on drawings.
- .2 Fabrication and supply of all pressed steel frames, standard and ULC labeled fire rated, for doors and windows as called for on the drawings.
- .3 Preparation of hollow metal doors and pressed steel frames for receiving finished hardware.
- .4 Co-ordinate supply of all required stops and hardware for installation of glass.

1.2 RELATED WORK

- .1 Sheet Membrane Air Vapor Barriers Section 07 27 00
- .2 Spray Applied Polyurethane Foam Air Seal Section 07 27 08
- .3 Joint Sealants Section 07 92 00
- .4 Hardware Section 08 70 00
- .5 Glass and Glazing Section 08 81 00
- .6 Gypsum Board Assemblies Section 09 29 00
- .7 Painting and Finishing Section 09 91 05
- .8 Wiring and conduit for power assist and alarm hardware Division 26

1.3 REFERENCES

- .1 American Society for Testing of Materials (ASTM)
 - .1 ASTM A568/A568M-97 Standard specification for Steel, Sheet, Carbon. And High-Strength, Low-Alloy, Hot-Rolled, General Requirements.
 - .2 ASTM A653/A653M-99a, Standard Specification for Steel Sheet, Zinc coated (Galvanized) or Zinc=Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - .3 ASTM A1008/A1008M-00, Standard Specification for Steel, Sheet, Cold rolled Carbon, Structural, High Strength Low Alloy and High Strength Low Alloy with Improved Formability.
 - .4 ASTM E90-99m Standard Specification for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
 - .5 ASTM E413-87 (1999) Standard Classification for Rating Sound Insulation.
- .2 Canadian General Standards Board (CGSB)
 - .1 CGSB 1-GP-132M, Primer, Zinc chromate, low Moisture Sensitivity.
 - .2 CAN/CGSB 1-140-M89, Oil alkyd Type Red Lead, Iron Oxide Primer.
- .3 Canadian Steel Door and Frames Manufacturers' Association, (CSDFMA)
 - .1 Canadian Manufacturing Specifications for Steel Door and Frames, 1982.
 - .2 Canadian Fire Labeling Guide for Steel Door and Frames.
- .4 Underwriter's Laboratories of Canada (ULC)
 - .1 CAN/ULC S701-1997, Thermal Insulation, Polystyrene, Boards and Pipe Covering.
 - .2 CAN/ULC S702-1997, thermal Insulation, Mineral Fiber, for Buildings.
 - .3 CAN/ULC-S705, thermal Insulation, Spray Applied Rigid Polyurethane Foam, Medium Density.

- .5 National Fire Protection Association (NFPA)
 - .1 NFPA 80-1986 Fire Doors and Windows.
- .6 Warnock Hersey/Intertek Professional Services Ltd. (WHI)
 - .1 Fire Rating Services, Building materials and Equipment Listings

1.4 REQUIREMENTS OF REGULATORY AGENCIES

- .1 Steel fire rated doors and frames: labeled and listed by an organization accredited by Standards Council of Canada in conformance with CAN4 S104M-80 revised 1985 and CAN4 S105M-1985 for ratings specified or indicated.
- .2 Install labeled steel fire rated doors and frames to NFPA 80 except where specified otherwise.

1.5 SHOP DRAWINGS

- .1 Submit shop drawings in accordance with Division 01.
- .2 Fully describe and locate all items being furnished.
- .3 Indicate each type of door, materials, steel core thicknesses, mortises, reinforcements, location of exposed fasteners, openings, glazing, arrangement of hardware and fire rating.
- .4 Indicate each type frame material, core thickness, reinforcements, glazing stops, location of anchors and exposed fastenings and finishes.
- .5 Indicate all door hardware mounting heights and locations. DO NOT PROCEED WITH PREPARATION OF DOORS FOR HARDWARE UNTIL HARDWARE MOUNTING HEIGHTS AND LOCATIONS HAVE BEEN CONFIRMED BY THE CONSULTANT.
- .6 Reference doors and frames to door schedule. Indicate door numbers and construction where applicable.
- .7 Maintain the numbering and identification system used on the drawings and schedules.

1.6 COORDINATION

- .1 Coordinate installation of anchorages for steel door frames.
- .2 Furnish setting drawings, templates and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry.
- .3 Deliver such items to Project site in time for installation.

1.7 QUALITY ASSURANCE

- .1 Perform work of this Section using a company that specializes in the type of steel door and frame work required for this Project, with a minimum of five (5) years of documented successful experience using skilled workers thoroughly experienced in the necessary crafts.
- .2 Use manufacturer specializing in the manufacturing of the type of steel doors and frames specified in this Section, with a minimum of five (5) years of documented successful experience, and have the facilities

capable of meeting all requirements of Contract Documents as a single-source responsibility and warranty. The manufacturer must be a member in good standing of the Canadian Steel Door and Frame Manufacturer's Association.

- .3 Use installers trained and approved by the door and frame manufacturer.
- .4 Obtain all steel doors and frames through one source from a single manufacturer.

1.8 FIRE RATED DOORS

- .1 Doors shall bear testing agency label indicating following:
 - .1 At standard size openings: fire endurance rating.
 - .2 At oversized openings: unclassified as to fire rating

2. Products

2.1 HOLLOW METAL DOORS

- .1 Hollow metal doors, standards and ULC labeled fire rated in accordance with the drawings and as specified herein.

2.2 MATERIALS

- .1 Exterior Doors: insulated core doors shall have a minimum of 16-gauge surface sheets and 14-gauge top and bottom end channels securely welded in place. Steel top cap shall be welded flush to top of each door. Vertical seams shall be tack welded @ 300mm (12") O.C.
- .2 Interior Doors: hollow core doors shall have a minimum of 18-gauge surface sheets and 16-gauge top and bottom end channels securely welded in place. Vertical seams shall be tack welded @ 300mm (12") O.C.
- .3 Door Core:
 - .1 Exterior Doors: rigid urethane foam securely bonded under pressure to the inside face of both surface sheets.
 - .2 Interior Doors: small-cell honeycomb material, laminated under pressure to the inside face of both surface sheets and completely filling all voids within the door.
- .4 Frames: Steel frames to exterior and interior openings 14 gauge all welded construction
- .5 Floor anchors, channel spreaders and wall anchors: minimum 1.6mm (1/16") base thickness steel.
- .6 Glazing Stops: minimum 1mm base thickness sheet steel, channel shaped 16mm (5/8") with W25 zinc finish to ASTM 525-80a, mitered joints, counter sunk for screws.
- .7 Door Bumpers: black neoprene double stud.
- .8 Reinforcing channel: to CSA G40.21-M1978, type 300W.
- .9 Provide other door and frame components in accordance with CSDFMA requirements.
- .10 Filler: metallic paste filler as recommended by the manufacturer.

.11 Primer: For cold rolled steel sheet: CGSB 1-GP-40M-79.

.12 Component	Thickness in mm
Hinge and pivot reinforcement	(1 3/16" x 9" x 1/8") 30mm x 250mm x 3.5mm
Strike reinforcement	16 gauge (1.6mm)
Flush Bolt reinforcement	16 gauge (1.6mm)
Closer reinforcements	13 gauge (2.5mm)
Surface Hardware reinforcement	13 gauge (2.5mm)

All other components: in accordance with CSDMA, Specification for Commercial Steel Doors and Frames, Thickness of Steel for Component Parts, commercial grade steel to ASTM A653M.

2.3 FABRICATION - GENERAL

- .1 Fabricate doors and frames as detailed, to Canadian Steel Door and Frame Manufacturers' Association, (CSDFMA) Canadian Manufacturing Specifications for Steel Doors and Frames, 1982; except where specified otherwise. Reinforce door and frames to suit hardware requirements specified Section 08 71 00 – Door Hardware.
- .2 Provide underwriters' labels for fire rated openings.
- .3 Shop prime cold rolled sheet steel.

2.4 FABRICATION - DOORS

- .1 Fabricate hollow metal doors in accordance with requirement of "Canadian Manufacturing Standards for Steel Doors and Frames" produced by the Canadian Steel Door and Frame Manufacturers' Association, and as indicated on drawings.
- .2 Insulated Core Doors: cores filled with polystyrene insulation material laminated under pressure to surface sheets.
- .3 Honeycomb Core doors: Cores filled with honeycomb material laminated under pressure to surface sheets.
- .4 Fire Rated Doors: cores filled with honeycomb material laminated under pressure to surface sheets. Place metal labels where visible when installed, riveter to doors. Note: stick on labels are not acceptable.
- .5 Cores (Honeycomb): structural small cell (24.5mm max.) kraft paper "honeycomb". Weight 36.3 kg per ream minimum density, 16.5 kg/m³ minimum (103 pcf), sanded to the required thickness.
- .6 Cores (Polystyrene): rigid extruded, fire retardant, closed cell board, density 16 to 32 kg/m³, thermal value RSI 2.0 minimum.
- .7 Cores (Temperature Rise Rated (TRR): core composition to limit temperature rise on the unexposed side of door to 250°Celsius at 30 to 60 minutes, as determined by governing building code requirements. Test Cores as part of a complete door assemble, in accordance with CAN/ULC S104 or NFPA 252, covering standard methods of tests of door assemblies and listed by a nationally recognized testing agency having a factory inspection service.

- .9 Reinforce and prepare doors to receive hardware. Blank, reinforce, drill and tap for mortise, template hardware. Fabricate doors for continuous hinges where indicated. Examine hardware schedule prior to door fabrication to ensure any hardware preparation requirements are met.
- .10 Adhesives: for honeycomb cores and steel components, use heat resistant, spray grade, resin reinforced neoprene/rubber (polychloroprene) based, low viscosity, contact cement. For polystyrene cores use heat resistant, epoxy resin based, low viscosity contact cement.
- .11 Door thickness: 45mm (1 ¾") unless indicated otherwise.
- .12 For interior doors, weld, fill and sand and/or grind seams and edges flush and smooth. Fully weld top and bottom edges.
- .13 For doors in exterior walls, stitch weld longitudinal edges using tack welds. Fill and sand and/or grind seams and edges flush and smooth. Factory caulk edges between stitch welds.
- .14 Fabricate doors with top and bottom channels flush and filled solid, extending full width of door and welded to both faces.
- .15 Shop prime face and backside of all welds where accessible.
- .16 Ensure spot welding does not leave marks on exposed faces. Fill spot weld, marks on door faces with filler as specified. Sand smooth, leaving spot weld mark invisible and producing a uniform surface. Doors with spot weld marks on exposed faces will be rejected.
- .17 Factory prepare holes 12.7mm (1/2") diameter and larger, except mounting and through-bolt holes, prepared at site at time of hardware installation. Factory prepare holes less than 12.7mm (1/2") diameter only when required for function of the device (for knob, lever, cylinder, thumb or turn pieces) or when these holes overlap function holes.
- .18 Provide astragals for double doors. Provide in accordance with requirements for labeled doors.
- .19 If doors with surface depressions are accepted, fill with metallic paste filler and sand to a smooth uniform finish and to render patched areas undetectable after painting.
- .20 Touch up areas where galvanized coating has been removed due to sanding or handling. Use zinc chromate primer in conformance with CAN/CGSB 1.132-M90.
- .21 Install conduit in doors as required for electronic hardware such as electric hinges and strikes. Conduit to be of type and sizes as recommended by the electronic hardware supplier. Coordinate conduit locations with hardware locations.
- .22 Fabricate doors with the following clearances:
- .1 Clearance between door and frames and between meeting edges of door swinging in pairs shall not exceed 3mm (1/8").
 - .2 Clearance between bottom of door and a raised non-combustible sill shall not exceed 20mm (3/4").
 - .3 Where there is no sill, the clearance between the bottom of the door and the floor shall not exceed 19mm (3/4").

- .4 Clearance between bottom of door and nominal surface of combustible floor coverings shall not exceed 12mm (1/2").
- .5 Minimum clearance between bottom of door and floor coverings or sills shall not be less than 10mm.
- .23 Make provision for glazing as indicated and provide necessary glazing stops. Fixed glazing stops to be located on security side.

2.5 FABRICATION - PRESSED STEEL FRAMES

- .1 Fabricate exterior frames of 16-gauge base thickness steel welded type construction thermally broken. Fabricate interior frames of 18-gauge base thickness steel welded type construction.
- .2 Accurately mitre or mechanically joint frames and securely welded on the inside of the profile. Grind welded corners to a flat plane, grind all welds to a smooth, uniform finish. Fill any exposed gaps with metallic paste filler and sand to a smooth uniform finish.
- .3 All welding must conform to CSA W59-03.
- .4 Fabricate steel window frames to sizes as indicated on drawings.
- .5 Make provision for glazing as indicated and provide necessary glazing stops. Fixed glazing stops located on security side. Glass stops shall be minimum of 20 gauge channel shaped 16 mm high profile fitted with flush screws. Supply frames requiring glass stops complete with stops fitted and screwed in place.
- .6 Reinforce frames wider than 1200mm (4'-0") with 2.5 thick formed steel channels welded in place, flush with top of frames.
- .7 Reinforce and prepare door frames to receive hardware. Blank, reinforce, drill and tap for mortised, template hardware. Protect mortised cutouts with steel guard boxes.
- .8 Jamb Anchors: Manufacturer's standard type recommended for applicable installation of suitable design capable of securely and rigidly anchoring frames in place. Provide 6 lock-in type anchors for all frames which are to be set in wood stud walls or 6 tee anchors for block construction. Provide offset anchors for door frames in exterior walls. Comply with ULC requirements in rated frames.
- .9 Provide for appropriate anchorage to floor and wall construction. Securely attach to jambs. Locate each wall anchor immediately above or below each hinge reinforcement on the hinge jamb and directly opposite on the strike jamb. For rebate opening heights up to 1520mm (5'-0") provide two (2) anchors and an additional anchor for each additional 760mm (30") or height or fraction thereof.
- .10 Place minimum of 3 bumpers on single door frames and double door frames with removable mullions. Space equally along strike jambs. Place minimum of two (2) bumpers on double door frames. Place on frame heads.
- .11 When frames with surface depressions or holes are accepted by the Consultant, fill with metallic paste filler and grind to a smooth finish.
- .12 Weld in two (2) temporary jamb spreaders per frame to maintain proper alignment during shipping and installing.

- .13 Touch up areas where galvanized coating has been removed due to sanding or handling inside and outside of frames, whether exposed or not. Use primer as noted for doors.

3. Execution

3.1 SITE STORAGE AND PROTECTION

- .1 Thoroughly inspect all materials upon receipt and immediately report in writing to the supplier all discrepancies, deficiencies and/or damages.
- .2 Properly store materials in vertical position spaced by blocking to permit air circulation, in a dry location, off ground, out of water and completely covered to protect from damage and weather.

3.2 INSTALLATION

- .1 Install fire labeled frames in accordance with NFPA-80, most current edition.
- .2 Set frames as indicated plumb, square, true to line, at correct elevation, and without distortion. Limit of acceptable frame distortion: 2mm out of plumb measured on face or frame, maximum twist corner to corner of 3mm.
- .3 Secure anchorages and connections to adjacent construction. Anchor door jamb reinforcement securely to structure.
- .4 Brace frames solidly to maintain in position while being built-in.
- .5 Install a temporary horizontal wood spreader at mid-height of door opening to maintain frame width until building work completed.
- .6 For frames over 1200mm (4'-0") in width, provide vertical support at the centre of head.
- .7 In interior stud and gypsum board walls, fill frames with batt insulation.
- .8 Install mortar in hollow metal frames to interior masonry walls
- .9 Make allowance for deflection to ensure structural loads are not transmitted to frames.
- .10 Drill and tap for surface applied hardware.
- .11 Remove all hardware before painting commences and replace upon completion of painting or original condition without damage to adjacent finished surfaces.
- .12 Remove temporary spreaders only after completion of adjacent work.
- .13 Provide formed metal drip section full width of frame opening for exterior doors.
- .14 Fill exterior frames with foam-in-place insulation immediately after installation and connect frames to air/vapour barrier membrane.
- .15 Caulk perimeter of frames between frame and adjacent material.
- .16 Refer to Division 16 for Electrical requirements.

- .17 Adjust operable parts for correct function.
- .18 Install doors and hardware in accordance with hardware templates and manufacturer's instructions and Section 08 71 00 – Door Hardware and in accordance with CSDFMA Installation Guide.
- .19 Maximum permissible warp of 3mm measured diagonally across face of door.
- .20 Shim butts as required using steel shims to provide correct clearance, fit and operation. Shims by door manufacturer.

3.3 ADJUST AND CLEAN

- .1 Remove rust, sand abrasive areas and supply touch-up factory primer prior to application of field applied finish coat. Touch up galvanized surfaces with zinc-rich primer prior to application of finish paint.
- .2 Touch up all scratched or damaged surfaces to the satisfaction of the Consultant.
- .3 Clean all door frames after installation, removing all foreign matter.

END OF SECTION

1 General

1.1 RELATED WORK SPECIFIED IN OTHER SECTIONS

- .1 Hollow Metal Doors and Frames: Section 08 11 13
- .2 Electrical Division 26

1.2 REFERENCE STANDARDS

- .1 Standard hardware location dimensions in accordance with Canadian Metric Guide for Steel Doors and Frames (Modular Construction) prepared by Canadian Steel Door and Frame Manufacturer's Association.
- .2 CAN/CGSB-69.17-M86 / ANSI/BHMA A156.2-1983, Bored and Preassembled Locks and Latches.
- .3 CAN/CGSB-69.18-M90 / ANSI/BHMA A156.1-1981, Butts and Hinges.
- .4 CAN/CGSB-69.19-93 / ANSI/BHMA A156.3-1989, Exit Devices.
- .5 CAN/CGSB-69.20-M90 / ANSI/BHMA A156.4-1986, Door Controls (Closers).
- .6 CAN/CGSB-69.21-M90 / ANSI/BHMA A156.5-1984, Auxiliary Locks and Associated products.
- .7 CAN/CGSB-69.22-M90 / ANSI/BHMA A156.6-1986, Architectural Door Trim.
- .8 CAN/CGSB-69.24-M90 / ANSI/BHMA A156.8-1982, Door Controls – Overhead Holders.
- .9 CAN/CGSB-69.28-M90 / ANSI/BHMA A156.12-1986, Interconnected Locks and Latches.
- .10 CAN/CGSB-69.29-M90 / ANSI/BHMA A156.13-1980, Mortise Locks and Latches.
- .11 CAN/CGSB-69.31-M89 / ANSI/BHMA A156.15-1981, Closer/Holder Release Devices.
- .12 CAN/CGSB-69.32-M90 / ANSI/BHMA A156.16-1981, Auxiliary Hardware.
- .13 CAN/CGSB-69.33-M90 / ANSI/BHMA A156.17-1987, Self-closing Hinges and Pivots.
- .14 CAN/CGSB-69.34-93 / ANSI/BHMA A156.18-1987, Materials and Finishes.
- .15 CAN/CGSB-69.37-93 / ANSI/BHMA A156.21-1989, Thresholds.
- .16 BHMA 1301 -1982 for materials and finishes.

1.3 PRODUCT OPTIONS AND SUBSTITUTIONS

- .1 Refer to Division 01 for requirements pertaining to product options and substitutions.

1.4 PRODUCT DATA

- .1 Comply with requirements of Division 01.
- .2 Hardware Schedule: Submit a detailed hardware schedule indicating the following:
 - .1 Door and frame types, sizes, door swings.
 - .2 Type, style, function, size and finish of each hardware item.
 - .3 Mounting heights, fastenings and other pertinent information.
 - .4 Name and manufacturer of each item.
 - .5 Location of all hardware items cross-referenced to door numbers indicated on floor plans and in door and frame schedule.
 - .6 Explanation of all abbreviations, symbols and codes contained in schedule.
- .3 Keying Schedule: Submit a separate detailed schedule clearly indicating how Owner's instructions on keying requirements have been fulfilled.

1.5 CERTIFICATES

- .1 After completion of all construction work, certify on an approved form, that all items of finish hardware have been adjusted and are working properly and that all hardware on fire rated labeled doors conforms to the requirements of (ULC) Underwriters Laboratories of Canada.

1.6 OPERATION AND MAINTENANCE DATA

- .1 Comply with requirements of Division 01.
- .2 Provide the following:
 - .1 Manufacturer's maintenance instructions.
 - .2 Complete parts lists and source of supply.
 - .3 Manufacturer's installation and operation instructions for all operable hardware.

1.7 SOURCE OF SUPPLY

- .1 Use one manufacturer's products only for all similar items.

1.8 PACKING AND SHIPPING

- .1 Include with each item of hardware the following:
 - .1 Screws, bolts and fastening necessary for installation.
 - .2 Installation instructions.
 - .3 Special tools required for installation.
- .2 Deliver finish hardware with all items in individual packages, legibly marked and adequately labeled indicating the part of the work for which it is intended.

1.9 STORAGE AND PROTECTION

- .1 Contractor shall arrange for a secure area with adequate storage space to properly receive and stock hardware prior to installation.
- .2 Protect knobs, handles, push plates and pulls with adhesive release paper, of type that is easily removed with marring finish.
- .3 Deliver finish hardware with all items in individual packages, legibly marked and adequately labeled indicating the part of work for which it is intended.

1.10 SEQUENCING AND SCHEDULING

- .1 Deliver hardware required for shop application in ample time so as not to impede the progress of the Work.

1.11 SPARE PARTS AND MAINTENANCE MATERIALS

- .1 Comply with requirements of Division 01.

- .2 Provide two sets of wrenches for door closers, lock and latch sets and exit devices.

1.12 ACCEPTANCE OF KEYS

- .1 For security reasons, forward all keys by hand to the Town Facilities Manager.

2. Products

2.1 HARDWARE MATERIALS

- .1 The following list of materials is intended to establish product quality and acceptable materials. Product substitutions will be considered when submitted in accordance with Section 01 62 00 – Substitutions and Product Options.
- .2 Provide all hardware of each type from one manufacturer.
- .3 Coordinate with Division 26 for conduit, wiring, junction boxes, and 120 VAC power supply to 24 VAC devices.

Hardware Item	Acceptable Manufacturers	Acceptable Materials
Exit Device ALUM	Von Duprin	98/99 Series
Closers ALUM	LCN	4040 Series
Hinges 652 Finish	Stanley	BB1409 NRP
Flush Bolt 630	Ives	FB31P-C32D
Coordinator 628	Ives	COR52-C32D
Overlapping Astrigal 1-3/4" wide x door height Aluminum Finish	C.R.Lawrence	95PA84
Kickplate 250 high x DW C32D Finish	Standard Metal	SM80

Hardware Item	Acceptable Manufacturers	Acceptable Materials
Weatherstrip		
Clear Anodized Aluminum and Neoprene	KN Crowder	W-17N
Sweeps		
Anodized Aluminum with Solid Neoprene	KN Crowder	W-13S

Additional miscellaneous hardware as listed in Hardware Schedule at the end of this section shall be commercial quality, matching hardware requirements established by named products above.

2.2 KEYING

- .1 Consult with Owner regarding keying. All keying to be incorporated into existing master keying system.
- .2 Key two or more doors to the same room alike.
- .3 Key doors to mechanical and electrical spaces alike.
- .4 Key doors to Storage Rooms and Janitor Room alike.
- .6 Form keys from nickel silver.
- .7 Provide two change keys for each lock except where otherwise required. Provide all other keys as required to meet keying system requirements.

3. Execution

3.1 INSTALLATION

- .1 Provide metal door and frame manufacturers with complete instructions and templates for preparation of their work to receive hardware.
- .2 Install all hardware items to manufacturer's instructions and recommendations.
- .3 Where hardware items are required to be installed onto or into surfaces that are to be later painted or finished, install hardware completely to ensure proper fit, remove and store until finishing is complete, and then re-install.
- .4 Drill and countersink units which are pre-prepared for anchorage of fasteners. Space fasteners and anchors to manufacturer's recommendations. Use only fasteners supplied by hardware manufacturers.
- .5 Install hardware to heights and centres as indicated in hardware schedule.
- .6 Protect doors and frames from damage due to installation of hardware.

- .7 All conduit runs are by Division 26.
- .8 Communication subtrade shall connect and terminate all electrical hardware.

3.2 INSTRUCTION

- .1 Instruct user's personnel in:
 - .1 Proper care, cleaning and general maintenance of hardware.
 - .2 Operation of key control system. Make periodic checks during warranty period to ensure functional efficiency of the system.

END OF SECTION



Town of Drumheller
RFT Date: May 30, 2023
RFT Title: Drumheller Aquaplex Door Relocation

Appendix C: Sample Contract

An example of the contract which the successful Proponent will be expected to sign is attached here for information.

CCDC 2

Stipulated Price Contract

2 0 2 0

Name of Project

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

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
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CCDC 2 STIPULATED PRICE CONTRACT

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

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

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

ARTICLE A-1 THE WORK

The *Contractor* shall:

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

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

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

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

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

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

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

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

ARTICLE A-3 CONTRACT DOCUMENTS

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

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

*

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

ARTICLE A-4 CONTRACT PRICE

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

/100 dollars \$

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

/100 dollars \$

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

/100 dollars \$

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

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

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

5.2 Interest

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

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

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

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

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

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

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

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

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

Owner

*name of Owner**

address

email address

Contractor

*name of Contractor**

address

email address

Consultant

*name of Consultant**

address

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

name of Owner

signature

signature

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

name of Contractor

signature

signature

name of person signing

name and title of person signing

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

DEFINITIONS

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

Change Directive

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

Change Order

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

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

Construction Equipment

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

Consultant

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

Contract

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

Contract Documents

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

Contract Price

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

Contract Time

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

Contractor

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

Drawings

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

Notice in Writing

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

Owner

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

Other Contractor

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

Payment Legislation

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

Place of the Work

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

Product

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

Project

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

Ready-for-Takeover

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

Shop Drawings

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

Specifications

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

Subcontractor

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

Substantial Performance of the Work

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

Supplemental Instruction

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

Supplier

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

Temporary Work

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

Value Added Taxes

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

Work

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

Working Day

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

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

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

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

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

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

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

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

GC 2.2 ROLE OF THE CONSULTANT

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

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

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

GC 2.4 DEFECTIVE WORK

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

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

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

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

GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS

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

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

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

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

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

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

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

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

GC 3.3 TEMPORARY WORK

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

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

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

GC 3.4 CONSTRUCTION SCHEDULE

3.4.1 The *Contractor* shall:

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

GC 3.5 SUPERVISION

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

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

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

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

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

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

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

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

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

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

GC 3.7 LABOUR AND PRODUCTS

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

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

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

GC 3.8 SHOP DRAWINGS

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

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

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

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

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

GC 4.2 CONTINGENCY ALLOWANCE

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

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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