

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2012-20

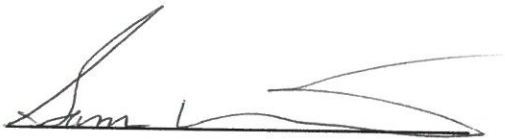
Being a by-law to execute a Contract between the Municipality of Magnetawan and Storburn Construction Ltd for the reconstruction of the Public Works garage razed by fire in 2011.

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NOW THEREFORE BE IT ENACTED BY THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN AS FOLLOWS:

1. That the Contract attached hereto as Appendix 'A' be accepted and forming part of this by-law.
2. That the Mayor and the Clerk-Administrator be authorized to execute the said Contract on behalf of the Municipality.

BY-LAW READ A FIRST, SECOND AND THIRD TIME AND ADOPTED THIS 8<sup>TH</sup> DAY OF AUGUST 2012.



Mayor



Clerk-Administrator

Council MTG. of August 8/12  
Agenda Item # 6.1

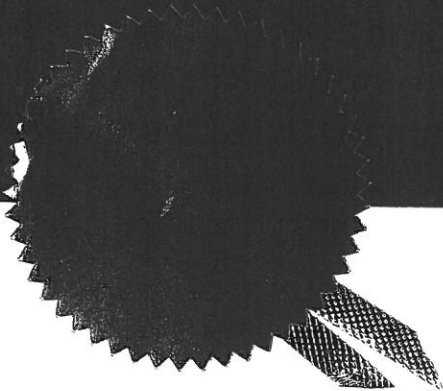
APPENDIX 'A' TO  
BY-LAW NO. 2012-20

CCDC  
2

CCDC 2

stipulated price contract

2008



Public Works Garage  
Fire Restoration

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 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

## Roger Labelle

---

**From:** Adjusters SSA <ssanbay@vianet.ca>  
**Sent:** August-01-12 9:15 AM  
**To:** Roger Labelle  
**Subject:** Re: Building Replacement Att: Roger Labelle

Hi Roger,

Our Insured: The Corporation of the Municipality of Magnetawan  
Type of Claim: Fire  
Date of Loss: November 2, 2011

Dear Sir,

As it relates to building replacement, thank you for your revised fax transmittal of July 30, 2012 together with copy of email from Mr. Jamie Rhodes of Storburn Construction.

Your questions and our answers are as follows:

- 1) Q. Will Adjusters SSA Ltd. reimburse the Municipality for additional costs herein?  
A. It would appear that Storburn are honouring their original price at \$577,047.00 excepting a price increase on the pre-engineered building at \$4,560.00. We will address the price increase with our principal and advise.  
  
Concerning the upgraded insulation package, firewall separation in the garage and alarm system, those are all upgrades from the original building and will not form part of the insurance claim.
- 2) Q. Will Adjusters SSA Ltd. reimburse the Municipality for the cost of the Town's Project Engineer?  
A. As we had indicated earlier, we did address this aspect with the subscribing insurers and were advised that the cost of a Project Engineer would not form part of the insurance claim. We did however advise that the insurers were prepared to have SPECS certify progress payments. Obviously with the involvement of a Project Engineer there is no need for the involvement of SPECS and we will seek the input from the insurers as to whether they are prepared to participate to any degree in the Town's Project Engineering costs. You will also recall that the pre-engineered building includes stamped drawings and the quote from Storburn does include engineering fees. We therefore suggest that the cost of a Project Engineer should be somewhat minimal.
- 3) Q. You inquired as to what role Adjusters SSA Ltd. would play during the construction process.  
A. We will address any outstanding issues that were not previously addressed relative to the cost of building replacement for that of like, kind and quality to that which was destroyed.

Should you have any questions or require any clarification, please do not hesitate to contact the undersigned.

Steve Haws  
Adjusters SSA Limited  
1025 Cassells St.  
P.O. Box 1436  
North Bay, ON

Council MTG. of Aug. 8/12  
Agenda Item # 6.1.

copy: Mayor and Council

Manager of Operations and Roads  
Treasurer  
agenda file

**FAKED!**

By Facsimile only: (705) 476-8285

( 3 pages incl.)

Date: July 30, 2012  
To: Steve Haws, Adjusters Ltd  
From: Roger Labelle, Clerk-Administrator  
Re: PWD reconstruction - Contract Price Revision

Last month, you requested to be advised of any new information on the contract price. Attached is an email from Storburn Construction Ltd.

Council will execute a contract for the project at its regular meeting of August 8, 2012. Meanwhile, 2 questions requiring answers.

1. Will Adjusters Ltd reimburse the Municipality for additional costs herein?
2. Will Adjusters Ltd reimburse the Municipality for the cost of the town's project engineer?
3. What role will Adjusters Ltd play during the construction process?

I trust Council will hire a project engineer once a contract is signed, and we know what your role is.

Thank you for your assistance.



c.c. Mayor and Council  
Manager of Operations and Roads  
Treasurer  
Agenda file

Council MTG. of Aug. 4/12  
Agenda Item # 6.1



*Knowing our heritage  
we will build our future.*



## Roger Labelle

---

**From:** Roger Labelle  
**Sent:** July-27-12 10:01 AM  
**To:** 'Jamie Rhodes'  
**Cc:** 'Arrowprt@aol.com'; Ron Catcher  
**Subject:** RE: Contracts for Magnetawan Garage...

Thank you for calling this morning Jamie.

Looking forward to receiving the contract copies for execution.

Roger Labelle  
Clerk-Administrator  
Municipality of Magnetawan

c.c. Mayor and Council  
Ron Catcher, Manager of Operations and Roads

---

**From:** Jamie Rhodes [mailto:jamie@storburn.com]  
**Sent:** July-24-12 10:18 AM  
**To:** Roger Labelle; Sam Dunnett  
**Cc:** Frank Burns - Storburn Construction Ltd.  
**Subject:** Contracts for Magnetawan Garage...

Roger/Sam

Not completely sure of who I should be directly replying to here, but just wanted to get back to you both to review a few details for the Contracts for the Public works Garage. In order to complete them, I do need to get your thoughts on a few items that was discussed at the meeting last week that we were looking at to include in our contract.

First off...

The tendered Price was \$577,047.00

In regards to the items we discussed...

- The upgraded insulation package (which goes with the standing seam roof package) as per our alternative price A is to be included at a cost of \$10,410.00.
- A new Fire wall between the service Bay 1 and the remaining 4 bays as per our Alternative Price L to be included at a cost of \$8,575.00. This will be comprised of Steel stud and fire rated drywall with two steel F.R Man door as per details in the original tender package by Bry-co engineering. (in regards to this though, given a new Fire Alarm system is being proposed, is there still a need for this requirement?)
- As noted at the meeting, we have been notified of a price increase in our building of \$4,560.00
- In regards to the fire Alarm system, at this time, given we would need to involve an engineer to get this system properly designed for the building, as well as we are not completely sure as to what level of equipment we should be putting into this building, I would like to propose that we include this scope of work as an allowance in the contract. This way, it will



give both parties a little time to properly review what we should be putting into this system, but we can still get the contracts worked out and moving forward right now. This will also allow us proper time to get multiple quotes for this work, instead of just going to one contractor and probably taking a much higher price than may be necessary given they would plan for the worst case scenario. In talking with our electrician for this project, they noted that we would probably be looking at around \$2500.00 for an engineer to design the system. Probably around \$4500,00 for equipment, and then about \$5000-6000 for the install portion given the size of the building. So my recommendation here is to include an allowance of \$15,000.00 for the design, supply and install of this system. Please let me know if this would be acceptable.

- As for a number of other items that we have given an alternative price for, given it is not 100% clear on what you would like to include for here, I would recommend that we allow for a \$30,000.00 contingency allowance to be included in the contract to cover any or all of these items that you may want to include for. This way, we have included an amount in the contracts that will cover those items if you so choose to have us install them, but it also gives you the option to not include them if you determine after the fact that it may not be necessary, and this way your not locked into a contract with us to be installing them. Again, this will just allow us to get the contracts worked out and signed so we can get everything moving forward. Then it will allow us to start getting our trades involved in this process and reviewing all options together to come up with the best options that will meet the townships needs.

In regards to other items we would like to be clear on that were noted in our original tender submittal on Jan 13<sup>th</sup>, 2012

- It was noted in our package that we did not include for the building permit costs given it was an unknown cost at the time. Given this was noted to be included in the original scope of work though, this is an error by our own estimator, and we would be willing to cover this cost.
- It is noted that, all dump fees will be waived by the municipality for disposal for this project. As well, a credit will be given to the township for any amounts credited back to us for the Salvage of any steel.

So reviewing...

What I would like to put together in the contract is as follows...

Price would be...

- \$577,047.00 Original tender price

- We will include the insulation upgrade cost of 10,410.00 and fire wall option of \$8,575.00, plus the increase in the building cost \$4,560.00

Then we would have an allowance of \$15,000.00 for a Fire alarm system and a contingency allowance of \$30,000.00 to cover the costs of any other options you would like to include. (all items within these two allowances will be priced out and submitted for approval with all back up documents for reference)

Documents we will reference in the contract will be

- The construction bid documents issued by Steve Haws Dec 20, 2011 (18 pages).
- The Scope of work outline by Bry-co engineering dated Dec 14<sup>th</sup>, 2011. ( 4 pages)
- Storburns Bid submission Dated Jan 13<sup>th</sup>, 2012 (6 pages)

So total Contract price as per the above would be \$645,592.00

If all are satisfied with this write up, I can get the contracts ready to go within a day or two and will bring them up for review and signatures.

Please review and let me know your thoughts.

Jamie Rhodes  
Project Manager  
Storburn Construction  
705-326-4140 ext 26  
705-326-8636 fax  
[jamie@storburn.com](mailto:jamie@storburn.com)

## Roger Labelle

---

**From:** Roger Labelle  
**Sent:** July-31-12 11:51 AM  
**To:** Helen Purdy  
**Subject:** Peerless Security - cost estimate for PWD garage

Hello Helen,

Your assistance would be appreciated on the following:

Mayor Dunnett suggested that we get a price from Peerless Security to install a fire alarm system during the reconstruction of the PWD garage. Storburn estimated \$15,000 in the contract copy.

As well, could you find out the monthly charge from Peerless for this service.

Thanks!

Roger Labelle  
Clerk-Administrator  
Municipality of Magnetawan

c.c. Mayor and Council  
Manager of Operations and Roads  
Agenda file

## Roger Labelle

---

**From:** Roger Labelle  
**Sent:** August-02-12 11:10 AM  
**To:** 'Jamie Rhodes'  
**Cc:** Ron Catcher  
**Subject:** Contract copy for PWD garage reconstruction

Thank you Jamie for delivering the 2 contract copies last week.

They will be executed by Council at its regular meeting of August 8, 2012.

I circulated copies to Council including the Manager of Operations and Roads for their review.

The Mayor pointed out this morning that provisions are missing for the building permit cost to be paid by the "contractor".

Section 10.2.2 says differently. Your email dated July 24, 2012 states Storburn to pay fees.

As well, Mayor Dunnett suggested that the Scope of Work Appendix, bullet # 18 on fire alarm system should read "may include" instead of "to include". Leaving this item optional for completion by either party he said.

Your reply is awaited.

Roger Labelle  
Clerk-Administrator  
Municipality of Magnetawan  
(705-387-3947)

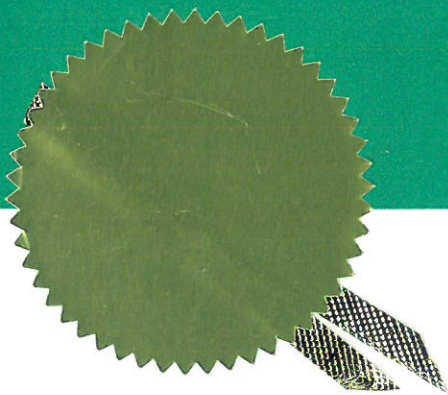
c.c. Mayor and Council



CCDC 2

stipulated price contract

2008



Public Works Garage  
Fire Restoration

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The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
- \* The Association of Canadian Engineering Companies
- \* The Canadian Construction Association
- \* Construction Specifications Canada
- \* The Royal Architectural Institute of Canada

\*Committee policy and procedures are directed and approved by the four constituent national organizations.

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**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

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

This Agreement made on the 30th day of July in the year 2012 .

by and between the parties

Municipality of Magnetawan

hereinafter called the "Owner"

and

Storburn Construction Ltd.

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 Reconstruction of Magnetawan Public Works Garage

located at *insert above the name of the Work*

18 Millar Road, Magnetawan, Ontario

for which the Agreement has been signed by the parties, and for which *insert above the Place of the Work*

T.B.D.

is acting as and is hereinafter called the "Consultant" and *insert above the name of the Consultant*

- 1.2 do and fulfill everything indicated by the Contract Documents, and
- 1.3 commence the Work by the 24th day of September in the year 2012 and, subject to adjustment in Contract Time as provided for in the Contract Documents, attain Substantial Performance of the Work, by the 3rd day of December in the year 2012 .

**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

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

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

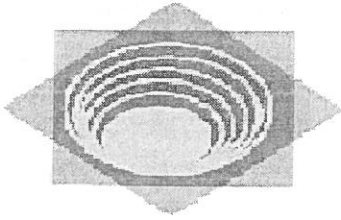
## ARTICLE A-3 CONTRACT DOCUMENTS

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

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract
- \*
- attached scope of work appendix by Storburn Construction (1 page)
- attached bid submission documents from Storburn Construction (5 pages)
- attached construction bid document from Steve Haws (4 pages)
- attached scope of work outline by Bryco Engineer (18 pages)

\* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)*





# STORBURN CONSTRUCTION LTD.

Tel: 705-326-4140

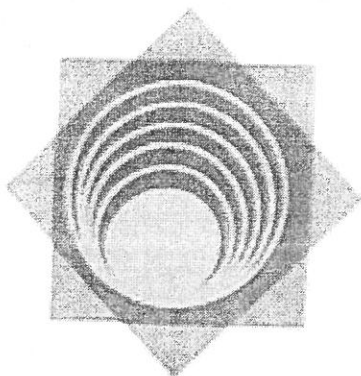
Fax: 705-326-8636

## Magnetawan Municipal Garage Scope of work Appendix

This appendix to form part of the Contract documents.

Our price is based on the following scope of work:

- Township is waiving charges for all debris, contractor provides bin service
- Credit to be given back to the township for any/all amounts credited back to Storburn for the removal and salvage of any steel from the building from the salvage company.
- No bonding noted required; Storburn will provide builder's risk insurance
- Remove straw and temporary wood supports (disposal at local waste site)
- All block work to be cleaned and painted to remove smoke residue
- Remove 6 overhead doors, and 4 man doors in exterior wall
- Remove 2 doors and frames in wall at grid line 7, remove door only (D-11), frame salvageable; W-05 remains.
- Remove pre-eng building structural from grid line 2 to 7. purlins and girts between grid line 1 and 2 to remain
- Remove drywall partition above block on grid line 2.
- Upgrade to Standing seam roof as per Separate pricing "option A" by bryco engineering scope of work documents, with R-32 WMP 50 roof insulation; R-20 WMP 50 wall insulation; 2 hr. fire wall to ULC W606; all other insulation values as specified.
- Remove all damaged mechanical as required and replace with same. Infloor components are currently operational, and will be left as is. All mechanical components in the Office area to remain as is.
- Remove and replace all electrical components, as required through out Garage area. New feeds for garage area to be re pulled from electrical Panels through existing conduit lines.
- New Fire rated wall to be built to underside of roof as per "Option L" by bryco engineering scope of work documents, between service bay and garage bays (grid line 3)
- Existing Stairs to mezzanine be cleaned and re-used.
- All material/equipment to be of equal or better quality then existing being replaced.
- Concrete floors to be cleaned and refinished as required. Floor Inspection by Township and Storburn to be completed once straw is removed from building to confirm no unknown damage has occurred.
- The original structure was spray foamed. This is not specified.
- Contract is to include for \$15,000.00 Fire Alarm allowance & \$30,000.00 contingency allowance.
- Due to increase of Steel building costs, an additional cost of \$4,560.00 is an extra included in the contract price as discussed with Council.



# STORBURN CONSTRUCTION LTD.

Tel: 705-326-4140

Fax: 705-326-8636

## Transmittal

**To:** Specs

**Attention:** Frank Galati

**Project:** Construction of Commercial Building – Magnetawan

**Re:** Bid Submission

**Phone:** 905-331-2864

**Date:** January 13, 2012

**Fax:** 905-331-2865

**No. of Pages** 5 (including cover page)

**cc:**

**REMARKS:**  Urgent  For your review  Please Comment

Please find attached our bid submission for the Construction of a Commercial Building at 18 Miller Road in Magnetawan, Ontario.

If you have any questions or require any additional information, please contact Harold Young at 705-326-4140 ext. 44 or [harold@storburn.com](mailto:harold@storburn.com).

Regards,  
Barb Scriver  
Office Manager  
Storburn Construction/McGill Forming  
705-326-4140 ext. 21  
[barb@storburn.com](mailto:barb@storburn.com)

P.O. Box 188  
157 Forest Plain Rd.  
Orillia, Ontario  
L3V 6J3  
[www.storburn.com](http://www.storburn.com)



Ethics - Excellence - Value - Teamwork

Bid Submission

COMMERCIAL PROPERTY LOSS, REPAIRS AS PER SPECIFICATIONS AND SCOPE FOR:  
**Corporation of Magnetawan**  
**18 Miller Road**  
**Magnetawan, Ontario**

00 PROCUREMENT AND CONTRACTING REQUIREMENTS	\$ 3,000.00
01 GENERAL REQUIREMENTS	\$ 56,000.00
02 SITE CONSTRUCTION	\$ .00
03 CONCRETE	\$ 16,000.00
04 MASONRY	\$ 5,000.00
05 METALS	\$ 225,000.00
06 WOODS, PLASTICS AND COMPOSITES	\$ n/a
07 THERMAL AND MOISTURE PROTECTION	\$ n/a
08 OPENINGS (DOORS AND WINDOWS)	\$ 70,000.00
09 FINISHES	\$ 7,000.00
10 SPECIALTIES	\$ n/a
11 EQUIPMENT	\$ n/a
12 FURNISHINGS	\$ n/a
13 SPECIAL CONSTRUCTION	\$ .00
14 CONVEYING EQUIPMENT	\$ .00



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Corporation of Magnetawan  
Construction Bid Document  
Section 10. Supplemental Cost Document

21 FIRE SUPPRESSION	\$	.00
22 PLUMBING	\$	2,500.00
23 HVAC	\$	45,000.00
25 INTEGRATED AUTOMATION	\$	n/a
26 ELECTRICAL	\$	39,000.00
27 COMMUNICATIONS	\$	.00
28 ELECTRONIC SAFETY AND SECURITY	\$	.00
31 EARTHWORK	\$	.00
32 EXTERIOR IMPROVEMENTS	\$	.00
OTHER (Provide itemized description) Demolition	\$	33,280.00
<b>CODE AND BYLAW</b> Pricing to consider the variance between the original material and/or component and the upgraded material and/or component required by the Authority having Jurisdiction.	\$	.00

SUBTOTAL	\$	501,780.00
OVERHEAD	%	\$ 50,178.00
PROFIT	%	\$ 25,089.00
SUBTOTAL EXCLUDING TAXES	\$	577,047.00
HST	13%	\$ 75,016.00

<b>TOTAL BID PRICE</b>	\$	652,063.00
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**PROJECT DURATION:**  
50 working DAYS

\* See attached scope of work and separate prices

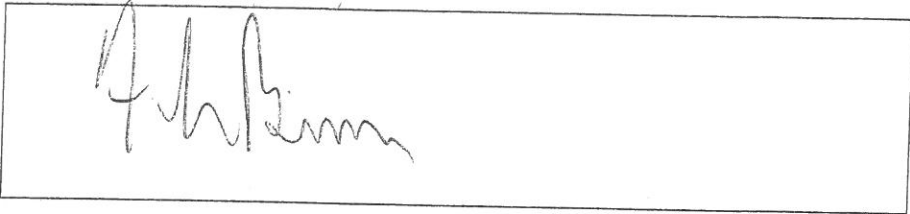


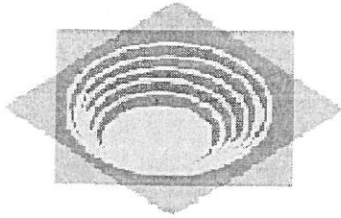


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Corporation of Magnetawan  
Construction Bid Document  
Section 10. Supplemental Cost Document

April 1, 2012 PROPOSED  
START DATE

COMPANY	Storburn Construction Ltd.
NAME AND TITLE	Frank Burns - President
ADDRESS	157 Forest Plain Road Orillia, ON L3V 6H1
SIGNATURE	



# STORBURN CONSTRUCTION LTD.

Tel: 705-326-4140

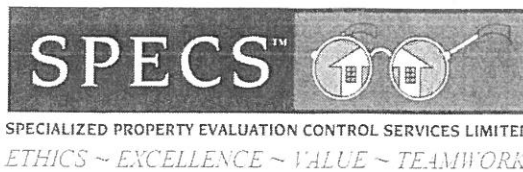
Fax: 705-326-8636

January 13, 2012.

## Magnetawan Municipal Garage Separate prices:

Separate Prices: As per options by Bryco Engineering  
Item:

A	\$10,410.00
B	\$8,021.00
C	\$4025.00
D	\$9,430.00
E	\$862.00
F	\$920.00
G	(\$30,725.00) credit
H	(\$1400.00) credit
I	(\$2040.00) credit
J & K	(\$8563.00) credit
L	\$8,575.00



## CONSTRUCTION BID DOCUMENT

FOR

**File Name :** Corporation of Magnetawan

**Location of Loss:** 18 Miller Road  
Magnetawan, Ontario  
P0A 1P0

**Adjuster:** Steve Haws  
Adjusters SSA Limited  
**Phone:** (705) 476-1474  
**Email:** ssanbay@vianet.on.ca  
**File #** 3400110764

**SPECS File #:** 37-37905

Issued for Review by Owner December 20, 2011

BIDS TO BE RECEIVED IN THE SPECS OFFICES AT THE BELOW NOTED  
ADDRESS  
NO LATER THAN  
January 6, 2012



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**Invitation to Tender**

You are hereby invited to submit a Tender for the:

**Construction of a Commercial Building  
At  
18 Miller Road  
Magnetawan, Ontario P0A 1P0**

- (1) The intent of the bid is to establish a fixed price for the work as per the general requirements, specifications and scope of work attached to this document.
- (2) Tender documents have been sent out from SPECS Limited on: December 22, 2011.
- (3) Site access and conditions:  
Concrete slab to be protected so not to damage in floor heating  
Office area of building still being used for day to day operations
- (4) Contact person for inquiries is Frank Galati:

Email: fgalati@specs.ca  
Fax: (905) 331-2865  
Phone: (905) 331-2864  
Address: 2A, 5420 Mainway Drive  
Burlington, Ontario L7L 6A4

- (5) Tenders will be accepted via email, fax, courier, or hand no later than:  
12:00 pm Friday, January 6<sup>th</sup> 2012.

At

Email: fgalati@specs.ca  
Fax: (905) 331-2865  
Phone: (905) 331-2864  
Address: 2A, 5420 Mainway Drive  
Burlington, Ontario L7L 6A4

- (6) All tenders must be received in the format provided in this Bid Submission Form, including additional addenda. Incomplete submission forms will be considered not valid and may be rejected.
- (7) Any additional work required, but not identified within the attached Bid Documents, must be clearly identified and priced on the provided Supplemental Cost document. The Supplemental Cost document must be submitted with the Bid Submission form.

### General Requirements

1. Perform the work in accordance with the latest edition of The Ontario Building Code, including code supplements, safety codes, workers compensation legislation, local bylaws and all applicable governing legislation.
2. The General Contractor shall be responsible for the obtaining and payment of any and all necessary licenses, fees, permits, inspections etc. that are required to perform the work in the locale in which it is situated.
3. All materials and workmanship shall be of like kind and quality as existed prior to the loss in the structure and shall be in accordance with the trade standard manuals denoting workmanship, for that particular trade.
4. The General Contractor shall be responsible for the complete work in these documents including those items dictated by good practice in the details of all materials and methods even if they are not minutely detailed.
5. The contractor will be responsible to confirm all measurements and quantities by their own measurement.
6. Any contract awarded to the successful bidder will be between the contractor and the property owner and may be subject to the CCDC 2 contract form.
7. The bid will include, for reference, a proposed start and completion date. This information will be used in the decision making process.
8. The lowest or any tender may not necessarily be chosen.
9. The General Contractor will obtain and hold in force until the completion of this job a minimum of \$2,000,000 Contractor's General Liability insurance and a current account with The Workers Compensation Board plus whatever other insurance's are deemed necessary by the contractor.
10. The General Contractor shall provide a qualified job superintendent to be on site (or available by phone) at all times that work is being done under this scope of work.
11. The general contractor shall supply a locked and secure site office complete with a dedicated phone and fax line, along with whatever other equipment the general contractor deems necessary to carry on the day-to-day site business.
12. The General Contractor shall be responsible to maintain the work site in a neat and orderly fashion to allow for safe entrance to the site and completion of the work.
13. The site shall be maintained free of waste and debris and to a broom clean condition on a daily basis.
14. The construction site is deemed to be a non-smoking site. The General Contractor shall be responsible for the enforcement of this requirement. Violation of this requirement shall result in the immediate and permanent dismissal of the offending person from the site.
15. The General Contractor shall be responsible for the final clean up of the site in preparation for an interim or final inspection.
16. The General Contractor shall be responsible for the reparation of any damages caused by, or as a result of, the repair work being carried out under this bid document.
17. The Contractor shall provide a one full year warranty on materials and workmanship for all work provided under this bid document. This warranty to be dated from the signing of the completion certificate by the owner.
18. Progress invoices will be accepted on a monthly basis. Invoices sent are subject to a 10% hold back for 55 days beyond substantial completion of the work.
19. The bids will be submitted on the attached form and will be valid for a period of 60 days.
20. The bid document is to be read in conjunction with the engineered drawings, if any. The drawings and engineer's notes take precedence.

Please direct questions, discrepancies, noted errors, omissions or concerns to Frank Galati at (905) 331-2864

**-End of General Requirements-**

**Original Existing Assemblies and Finish Details**

**Assemblies**

<b>ROOF</b>	
<b><u>Item</u></b>	<b><u>Specification</u></b>
Roof Cover	Existing metal roof screwed down to purlins
Trusses	Prime steel tapered ridge framed rafters 350W
Cross Bracing	Primed steel roof purlins
Insulation	6" roll fiberglass insulation with foil faced vapour barrier
Ceiling Cover	Exposed purlins and foil faced vapour barrier
Ceiling Finish	None
Flashings	Aluminum curb flashing
Fascia	Prefinished metal fascia
Soffit	Vented metal soffit at lower roof by entrance to office area
Gutter	5" Aluminum gutters
Downspout	5" aluminum downspouts

<b>FLOOR</b>	
<b><u>Item</u></b>	<b><u>Specification</u></b>
Wear Layer	6" Poured concrete slab on grade with sealed finish in garage area and painted concrete in office area
Underlay	2" Rigid Styrofoam high load 40 insulation with in floor heating below slab in garage area
Subfloor	10" precast concrete floor slabs at mezzanine with 2" of concrete top coat
Joists	None
Ceiling Cladding	2'x2' acoustic ceiling tile and grid in office area
Ceiling Finish	Acoustic ceiling tile in office area Exposed purlins and foil faced vapour barrier

<b>STAIR</b>	
<b><u>Item</u></b>	<b><u>Specification</u></b>
Wear Layer	Exposed steel treads
Treads	None slip steel treads
Risers	Open riser
Stringers	Steel stringers
Railing	Steel railing with steel pickets

<b>FOUNDATION</b>	
<u>Item</u>	<u>Specification</u>
Walls	8" or 10" poured concrete wall 4' high with 2" rigid foam 24" below grade
Footings	19"x6" poured concrete footings presumed
Weeping Tile	4" perforated "big-O" c/w sock and 6" granular fill
Pad	6" poured concrete slab with in floor heating

<b>EXTERIOR WALLS</b>	
<u>Item</u>	<u>Specification</u>
Cladding	Pre-finished vertical metal siding Exterior 10" architectural block at main level of office area
Framing	3 5/8" metal stud framing @ 16" o/c in office area 350W Prime steel tapered columns
Insulation	6" roll fiberglass foil faced insulation
Vapour Barrier	6mil vapour barrier with sealed seams
Interior Wall Cladding	1/2" Drywall taped, sanded ready for paint in office area
Finish	Paint drywall 1 seal coat, 2 finish coats

<b>INTERIOR SUITE WALLS</b>	
<u>Item</u>	<u>Specification</u>
Framing	3 5/8" metal stud framing @ 16" o/c 6" metal stud framing @ 16" o/c at mezzanine level with sound batt insulation on dividing wall of mezzanine and garage area
Wall Cladding	1/2" Drywall taped, sanded ready for paint 5/8" Type-X drywall both sides for fire separation on dividing wall between mezzanine and garage wall Sound proof insulation between metal studs of interior walls
Finish	Paint drywall 1 seal coat, 2 finish coats

<b>PARKING LOTS/DRIVEWAYS/WALKS</b>	
<u>Item</u>	<u>Specification</u>
Wear Layer	Asphalt paved apron parking at front of building with parking line painting
Granular Fill	2" HL3 on 2" HL8 on 6" granular 'A' on 12" granular 'B'
Barriers	Bollards located at each overhead door, each side of door

**Materials and Finish Specification**

All items listed approximate the like kind and quality in evidence or reasonably assumed to match the like kind and quality of pre-loss finishes. Unless otherwise detailed in individual rooms the following finishes apply to all rooms.

TYPICAL FINISHES		
Mouldings	Baseboards	4" cove vinyl baseboards in office area
	Trims & Casings	Insulated metal door frames Hollow metal door frames on interior doors 45 min. metal frame on fire rated doors
Paint	Interior Paint	Prime 1 seal coat, Flat latex paint finish 2 coats
Flooring	Concrete	Type 1 – Concrete with paint finish in office area Type 2 – Concrete with epoxy sealer in garage area, mechanical room, and janitors room
Doors	Exterior and Hardware	Type 1 – Insulated metal doors on exterior mechanical room and garage man doors Type 2 – Hollow metal door on office/garage and garage wash bay with keyed passage set and closing device Type 3 – Push/Pull, power operated Handicap push button, MS lock cylinder and thumb turn on entrance door
		Interior and Hardware
	Overhead	Insulated overhead garage doors with factory finish
Windows	Typical	Aluminum window frames, clear anodized finish, thermal glass, Low e Single glazed interior windows Double glazed exterior windows Tempered glass on interior windows of office and vestibule

WALL AND CEILING FINISH SCHEDULE		
Main Level	Entry	Aluminum framed single glazed tempered fixed glass windows 2'x2' suspended acoustic ceiling tile and grid
	Reception	½" drywall taped, sanded ready for paint Aluminum framed single glazed tempered fixed glass windows in reception area between office and entrance 2'x2' suspended acoustic ceiling tile and grid
	Office	½" drywall taped, sanded ready for paint with sound insulation between interior dividing wall Aluminum framed single glazed tempered fixed glass windows 2'x2' suspended acoustic ceiling tile and grid

Staff Room	1/2" drywall taped, sanded ready for paint with sound insulation between interior dividing wall 2'x2' suspended acoustic ceiling tile and grid
Handicap Bathroom	1/2" drywall taped, sanded ready for paint with sound insulation between interior dividing wall 2'x2' suspended acoustic ceiling tile and grid
Janitors Room	5/8" Type-X gypsum board both sides taped, sanded ready for paint with sound insulation between interior dividing wall 2'x2' suspended acoustic ceiling tile and grid
I.T Room	1/2" drywall taped, sanded ready for paint with sound insulation between interior dividing wall 2'x2' suspended acoustic ceiling tile and grid
Ladies Change Room	1/2" drywall taped, sanded ready for paint with sound insulation between interior dividing wall 4"x4" ceramic wall and ceiling tile in shower area 2'x2' suspended acoustic ceiling tile and grid
Men's Change Room	1/2" drywall taped, sanded ready for paint with sound insulation between interior dividing wall Angled acrylic shower stall with glass door 2'x2' suspended acoustic ceiling tile and grid
Mechanical Room	5/8" Type-X gypsum board both sides taped, sanded ready for paint with sound insulation between interior dividing wall Exposed concrete ceiling
Garage Area	10" plain concrete block wall dividing garage area from office area 8" concrete block wall 8'-0" high with 6" steel studding @ 16" o/c full height with pre-finished metal panels both sides dividing garage repair bays and wash bay Ceiling - exposed roof structure

FLOORING SCHEDULE		
Main Level	Entry	Concrete with paint finish
	Reception	Concrete with paint finish
	Office	Concrete with paint finish
	Staff Room	Concrete with paint finish
	Handicap Bathroom	Concrete with paint finish
	Janitors Room	Concrete with sealer
	I.T Room	Concrete with paint finish
	Ladies Change Room	Concrete with paint finish Mosaic floor tile in shower area
	Men's Change Room	Concrete with paint finish
		Mechanical Room
	Garage Area	Concrete with sealer
Upper Level	Mezzanine	10" precast concrete floor with 2" concrete topping



<b>DOOR SCHEDULE</b>		
Exterior	S Elevation (Front)	36"x84" Aluminum frame door, clean anodized finish with full height glass, thermally broken aluminum frame, push/pull, power operator handicap push button, MS lock cylinder & thumb turn Two (2) 36"x84" Insulated metal door, insulated metal frame, keyed passage set, closing device and paint finish
	W Elevation (Left)	36"x84" Insulated metal door, insulated metal frame, keyed passage set, closing device and paint finish
	E Elevation (Right)	36"x84" Insulated metal door, insulated metal frame, keyed passage set, closing device and paint finish
	N Elevation (Rear)	36"x84" Insulated metal door, insulated metal frame, keyed passage set, closing device and paint finish
Garage Area	Garage Door	Six (6) 16'x16' insulated overhead garage doors with factory finish Six (6) Lift Master commercial overhead door operators
Interior Doors & Frames	Typical	Paint 1 seal coat, and 2 finish coats
Interior Main Level	Vestibule	36"x84" Aluminum frame door, clean anodized finish with full height glass, aluminum frame, push/pull, power operator handicap push button and thumb turn
	Reception	
	Office	36"x84" Solid core wood veneer door, aluminum frame, keyed passage set, and clear satin finish Door mounted to aluminum frame in glass wall
	Staff Room	36"x84" Solid core wood veneer door, hollow metal frame, keyed passage set, and clear satin finish
	Janitors Room	36"x84" Hollow metal 45 min. rated door, 45 min. rated metal frame with keyed passage set and painted finish
	Handicap Bathroom	36"x84" Solid core wood veneer door, hollow metal frame, and clear satin finish
	Mechanical Room	36"x84" Hollow metal 45 min. rated door, 45 min. rated metal frame with keyed passage set, 45 min. closing device and clear satin finish
	I.T Room	36"x84" Solid core wood veneer door, hollow metal frame, keyed passage set and clear satin finish
	Ladies Change Room	32"x84" Solid core wood veneer door, hollow metal frame, push/pull and clear satin finish
	Men's Change Room	32"x84" Solid core wood veneer door, hollow metal frame, push/pull and clear satin finish

<b>CABINETY SCHEDULE</b>		
Staff Room	Lower cabinets	Melamine cupboards with maple finish doors approximately 6' L.F. with maple finished end gable
	Upper cabinets	Same construction as base cabinets with staggered uppers, and microwave shelf approximately 9' L.F.
	Countertops	Post formed laminated countertop approximately 9' L.F.
Ladies Change Room	Lower cabinets	Melamine cupboards with maple finish doors approximately 3' L.F.
	Countertop	Post formed laminated countertop approximately 6' L.F.
Men's Change Room	Lower cabinets	Melamine cupboards with maple finish doors approximately 3' L.F.
	Countertop	Post formed laminated countertop approximately 6' L.F.
Janitors Room	Shelving	Three (3) melamine shelves with metal shelf brackets approximately 3' L.F. 16" deep

<b>WINDOW SCHEDULE</b>		
Main Level (Exterior)	Vestibule	71"x48" Aluminum frame window with casement operator on left, Low e glass and double glazing
	Reception	71"x48" Aluminum frame window with casement operator on left, Low e glass and double glazing
	Office	Two (2) 71"x48" Aluminum frame window, casement with one window operator on left, second window with operator on right, Low e glass and double glazing
	Staff Room	71"x48" Aluminum frame window with casement operator on right, Low e glass and double glazing
Main Level (Interior)	Vestibule	8'-3 1/2"x9' Fixed window, aluminum frame, single glazing, and tempered glass
	Office	13'-10"x7'-2" Fixed window, aluminum frame, single glazing, and tempered glass
	Office/Garage	48"x48" Fixed fire rated window and frame on dividing wall of office area and garage area

<b>PLUMBING AND FIXTURES SCHEDULE</b>		
General	Throughout	Copper water supply lines All DWV to be PVC, fire rated in ceiling as required by code Septic system gravity fed Potable water to be fed from existing well pump line UV filter/sediment filter and water softener Hot water provided by the boiler
Main Floor	Staff Room	Double stainless steel kitchen sink with chrome goose neck lever faucet

	Ladies Change Room	Porcelain sink with chrome lever faucet Standard toilet and seat Pre-finished metal toilet partitions Handicap grab bars in shower area Wall mounted mirror Wall mounted waste disposal and napkin disposal dispensers Paper towel and toilet roll dispensers
	Men's Change Room	Two (2) porcelain sinks with chrome lever faucets Standard toilet and seat Two (2) wall mounted mirrors Wall mounted waste disposal and napkin disposal dispensers Paper towel and toilet roll dispensers Pre-finished metal toilet partitions
	Janitors Room	2'x2' metal mop sink with double knob wall mounted chrome faucet
	Handicap Bathroom	Wall mounted porcelain sink with double lever chrome faucet Tilt wall mounted mirror Wall mounted waste disposal and napkin disposal dispensers Paper towel and toilet roll dispensers Handicap grab bars
	Garage Area	Cold water supply and hose bibs for each storage / service bay and wash bay Compressed air lines for each storage / service bay and wash bay In-floor trench system designed for heavy traffic with heavy duty grating to match (not designed for hard wheel forklift traffic) Area drain tied into oil interceptor, oil interceptor to have non-traffic poly lids
Exterior		Two (2) exterior self draining hose bibs (location to be established by owner) One (1) compressed air line on exterior (location to be established by owner)

**MECHANICAL AND HVAC SCHEDULE**

General	Six (6) propane fired radiant heaters, (1) one for each bay Boiler fired in floor heating for garage area, four (4) zones: <ul style="list-style-type: none"> <li>• 1 – Wash bay</li> <li>• 2 – Bay 1 &amp; 2</li> <li>• 3 – Bay 3 &amp; 4</li> <li>• 4 – Repair bay</li> </ul> 4 CO/NO2 detection systems interlocked with exhaust fans and motorized damper, one (1) for each bay with damp proof controls
Furnace	High efficiency propane fired furnace in office area One (1) HRV in mechanical roof for fresh air requirements
Central Air	Coil and condensing A/C unit
Ductwork	Ductwork in ceiling space Ceiling space approximately 16" to be used as return air plenum
Vents	Exhaust fan in Janitor's room, staff room and washrooms



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LIGHT FIXTURES AND ELECTRICAL DEVICE SCHEDULE		
General	Electrical Room	400 amp, 208V single phase main switch 72 circuit panel for lighting, receptacles, mechanical equipment 42 circuit panel for crane, hoist and future equipment 24 circuit panel for emergency loads off generator
	Lighting	Twenty (20) 400 W metal halide high bays for garage area Eight (8) 8' strips for 2 <sup>nd</sup> floor mezzanine area 2x4 and 2x2 fluorescent light fixtures for main floor office area One (1) pot light for each shower stall Emergency exit signs Emergency lighting as per code Three (3) building mounted yard lighting at front elevation of building
	Devices	One (1) electrical hand dryer for each washroom Data/communication: One (1) 4" duct for communication from property line to building, Three (3) outlets in office area Twenty-four receptacles in garage area Four (4) receptacles in mezzanine area Kitchen, washrooms, and offices as per code

**- End of Material and Finish Specifications-**



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### Scope of Work

FOR THE PURPOSE OF THIS SCOPE THE FRONT OF THE BUILDING FACES SOUTH.

### BID DOCUMENT SPECIFICATIONS AND SCOPE OF REPAIR TO BE FOLLOWED IN CONJUNCTION WITH BRY-CO ENGINEERING LTD'S REPORT AND SHOP DRAWINGS AS SUPPLIED

#### Demolition:

1. Demolition will include dismantling and removal of all damaged architectural, electrical, mechanical and structural elements above the main level concrete slab of the wash bay, vehicle storage / servicing bays and mezzanine concrete floor
2. Anchor bolts and steel columns to be removed with care not to damage foundation systems with in floor heating
3. Remove and Dispose of temporary bracing and straw which was utilized for frost protection of concrete slab
4. Successful contractor to provide a provable credit for steel salvage return
5. Office area of building to remain and untouched

**NOTE: EXTREAM CAUTION MUST BE TAKEN DURING DEMOLITION SO NOT TO  
DAMAGE IN FLOOR HEATED CONCRETE SLAB**

#### Rebuild:

1. Reconstruct Magnetawan Public Works Garage pre-manufactured structure utilizing existing foundation system, the existing office area, mezzanine area, undamaged services, appliances and equipment as per the above noted specifications and finishes
2. Site to be clean to broom swept finish upon completion
3. Include for:
  - a. Health and safety
  - b. Permits and fees
  - c. Architectural drafting fees
  - d. Allow for a landscape allowance of \$3,500

We also request that you provide separate item pricing for items indicated by BRY-CO Engineering LTD's report as outlined by engineer.

**NOTE: If you may have any structural questions or concerns BRY-CO Engineering will only be available until Dec 30, 2011.**

**-End of Scope of Work-**

**Attachments**

1. BRY-CO Engineering report
2. Shop Drawings (for pricing only)
3. Architectural, Mechanical and Electrical Drawings (for pricing only)
4. Shop Drawings for existing in-floor heating piping



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Corporation of Magnetawan  
Construction Bid Document  
Section 8. Professionals

## Professionals

1. BRY-CO Engineering LTD.





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**Bid Submission**

COMMERCIAL PROPERTY LOSS, REPAIRS AS PER SPECIFICATIONS AND SCOPE FOR:

**Corporation of Magnetawan  
18 Miller Road  
Magnetawan, Ontario**

00 PROCUREMENT AND CONTRACTING REQUIREMENTS	\$
01 GENERAL REQUIREMENTS	\$
02 SITE CONSTRUCTION	\$
03 CONCRETE	\$
04 MASONRY	\$
05 METALS	\$
06 WOODS, PLASTICS AND COMPOSITES	\$
07 THERMAL AND MOISTURE PROTECTION	\$
08 OPENINGS (DOORS AND WINDOWS)	\$
09 FINISHES	\$
10 SPECIALTIES	\$
11 EQUIPMENT	\$
12 FURNISHINGS	\$
13 SPECIAL CONSTRUCTION	\$
14 CONVEYING EQUIPMENT	\$



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Corporation of Magnetawan  
Construction Bid Document  
Section 10. Supplemental Cost Document

<b>21 FIRE SUPPRESSION</b>	\$
<b>22 PLUMBING</b>	\$
<b>23 HVAC</b>	\$
<b>25 INTEGRATED AUTOMATION</b>	\$
<b>26 ELECTRICAL</b>	\$
<b>27 COMMUNICATIONS</b>	\$
<b>28 ELECTRONIC SAFETY AND SECURITY</b>	\$
<b>31 EARTHWORK</b>	\$
<b>32 EXTERIOR IMPROVEMENTS</b>	\$
<b>OTHER (Provide itemized description)</b>	\$
<b>CODE AND BYLAW</b> <small>Pricing to consider the variance between the original material and/or component and the upgraded material and/or component required by the Authority having Jurisdiction.</small>	\$

<b>SUBTOTAL</b>		\$
<b>OVERHEAD</b>	%	\$
<b>PROFIT</b>	%	\$
<b>SUBTOTAL EXCLUDING TAXES</b>		\$
<b>HST</b>	13%	\$

<b>TOTAL BID PRICE</b>	\$
------------------------	----

**PROJECT DURATION:**

**DAYS**



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Corporation of Magnetawan  
Construction Bid Document  
Section 10. Supplemental Cost Document

**PROPOSED  
START DATE**

**COMPANY**

**NAME AND TITLE**

**ADDRESS**

**SIGNATURE**

"MAGNETAWAN PUBLIC WORKS GARAGE RECONSTRUCTION"

December 14, 2011 Project No: 11-67

**SCOPE OF WORK OUTLINE**

**Reference Documents for Reconstruction:**

PROFESSIONAL DESIGNER	DWG No.	DRAWING TITLE	LAST REVISION DATE	REVISION NOTE
Marilyn Ypes Architect Inc.	A-01	Title Page	Jun 28, 2010	None
Aecom	S-B	Site Plan	Jul 23, 2010	Building Location
Marilyn Ypes Architect Inc.	A-03	Elevations	Nov 23, 2010	Provide Landing and Attic Access Door
Marilyn Ypes Architect Inc.	A-04	Foundation Plan	June 28, 2010	None
Marilyn Ypes Architect Inc.	A-05	Main Floor Plan Mezzanine Plan	Nov 28, 2010	Provide Landing and Attic Access Door
Marilyn Ypes Architect Inc.	A-06	Office Floor Plan	Aug 16, 2010	W-5 Window to Be Wired in Steel Frame
Marilyn Ypes Architect Inc.	A-07	Details	None	None
Marilyn Ypes Architect Inc.	A-08	Schedules	None	None

J.D. Hubbert & Associates	M-1	Ground Floor Plan	Aug 30, 2010	General Revision
J.D. Hubbert & Associates	M-2	Schedules. Legend	Aug 30, 2010	General Revision
J.D. Hubbert & Associates	M-3	Flow Diagrams, Details, CO2 and NO2 Control System Spec.	Aug 30, 2010	General Revision
J.D. Hubbert & Associates	M-4	Specifications	Aug 30, 2010	General Revision
M. Dwyer Engineering	E-1	Lighting and Safety Floor Plans	Jul 14, 2010	Issue for Permit / Construction
M. Dwyer Engineering	E-2	Power and Control Floor Plan	Jul 14, 2010	Issue for Permit / Construction
M. Dwyer Engineering	E-3	Power and Control Mezz Floor Plan	Jul 14, 2010	Issue for Permit / Construction
American Building Company		Shop Drawings	Jul 22, 2010	

**Reconstruction Works to be Carried Out:**

The Reconstruction of the Magnetawan Public Works Garage is to be carried out utilizing the same foundation system, the existing office and mezzanine area and undamaged services, appliances and equipment.

The design documents for this reconstructed building will be the responsibility of the general contractor and shall bear the seal of the applicable professionals. All design and construction shall conform to the minimum requirements of the Ontario Building Code and the design of the professionals.

Any revenues from salvage is to be credited to the owner with documentation proof of the salvage revenue.

There will be no tipping fees for wastes and/or materials removed from this project site and disposed of in the municipal landfill site.

The demolition will include the dismantling and removal of all damaged architectural, electrical, mechanical and structural elements above the main floor concrete slab of the wash bay, vehicle

storage / servicing bays and the mezzanine concrete floor.

The exposed concrete floors are to be cleaned to the approval of the project engineer and coated with:

1. "Kromoquartz SLD (240 mils) NPCSeries 3109" [or approved equal] in the wash bay,
2. "Epoxal 100 Coating (16mils) NPC Series 3001HP" [or approved equal] in the storage / service bays.

The replacement steel building is to be equivalent to the previous "American Building Company" building that was originally constructed. The insulation values for the walls is to be R-20 and for the roof R-30. The exterior man doors is to have an insulation value of R-12 and the overhead doors of R-14. The overhead doors are to have two continuous lite panels in each door to match the original existing doors.

**Separate Item Pricing:**

The following items are to be priced per item and separately from the lump sum bid price for the building replacement:

- A. Supply and install a standing seam metal roof complete with built in thermo breaks separating the roof sheeting from the purlins and eliminating squashed roof insulation.
- B. The removal and replacement of the south and east exterior walls in the office and mechanical room areas except for the concrete block. This requirement is to install a moisture barrier and thermo break between the inside face of the concrete block and the steel studs. The thermo break is to consist of 1" of rigid insulation and is to be secured to the inside face of the concrete block. Equivalents will be considered by the engineer.
- C. Supply and install a cold water supply and hose bibs for each storage / service bays and the wash bay plus two exterior self draining hose bibs at locations to be established by the owner.
- D. Supply and install compressed air lines for use of power tools for each storage / service bays and the wash bay plus one exterior location to be established by the owner.
- E. Supply and install building mounted yard lighting at three location on the front of the building.
- F. Supply and install a fire rated window and frame to replace W-05.

- G. Supply and install materials and labour to construct column line 7 as an end wall complete with exit signs, emergency lighting, electrical elements and man doors as shown on the existing column line 8. Column line 7 is to have a rigid frame.
- H. Construct column line 8 as a post and beam system with no purlins, cladding, insulation, liner panel or other electrical or mechanical elements.
- I. Eliminate the exterior walls and attached electrical and mechanical elements as well as the man door and the over head door on column lines A & D between column lines 7 & 8.
- J. Eliminate the overhead heating elements, ventilation elements, lighting elements, sensors and servicing items from the ceiling of the bay contained between column lines 7 & 8.
- K. Secure off all servicing elements such as gas lines, electrical wiring, air lines and water lines into the bay contained between column lines 7 & 8. All these elements are to be secured for future extension if and/or when required by the owner.
- L. Supply and install a fire separation wall on or near column line 3 consisting of 2x6 - 8Ga steel studs at 16"oc c/w blocking at 48"oc , R-22 batt insulation full height, sheeted with two layers of 5/8" Type 'X' GWB each side and liner panel that will rise 8' up from the floor on each side. This will provide a 120 minute fire resistance rating. The wall is to have two fire rated 36"x84" man doors, complete with applicable hardware, installed in it and emergency and exit lighting is to be installed over the doors.



**ARTICLE A-4 CONTRACT PRICE**

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

Six hundred and forty-five thousand, five hundred and ninety-two  
\_\_\_\_\_ /100 dollars \$ 645,592.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

Eighty-three thousand, nine hundred and twenty-six-----96  
\_\_\_\_\_ /100 dollars \$ 83,926.96

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

Seven hundred and twenty-nine thousand, five hundred and eighteen-----96  
\_\_\_\_\_ /100 dollars \$ 729,518.96

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 in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of ten percent (10 %), the *Owner* shall:

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

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

.1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

- (1) 2% per annum above the prime rate for the first 60 days.
- (2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Bank of Canada

\_\_\_\_\_  
(Insert name of chartered lending institution whose prime rate is to be used)

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

.2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

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

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

**Owner**

Municipality of Magnetawan

\_\_\_\_\_  
*name of Owner\**

4304 Highway #520, Box 70, Magnetawan, ON, POA 1P0

\_\_\_\_\_  
*address*

705-387-4875

\_\_\_\_\_  
*facsimile number*

clerk@magnetawan.com

\_\_\_\_\_  
*email address*

**Contractor**

Storburn Construction Ltd.

\_\_\_\_\_  
*name of Contractor\**

157 Forest Plain Road, Orillia, Ontario, L3V 6H1

\_\_\_\_\_  
*address*

705-326-8636

\_\_\_\_\_  
*facsimile number*

info@storburn.com

\_\_\_\_\_  
*email address*

**Consultant**

T.B.D.

\_\_\_\_\_  
*name of Consultant\**

\_\_\_\_\_  
*address*

\_\_\_\_\_  
*facsimile number*

\_\_\_\_\_  
*email address*

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

**ARTICLE A-7 LANGUAGE OF THE CONTRACT**

7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.  
# Complete this statement by striking out inapplicable term.

7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

**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**

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

**WITNESS**

  
\_\_\_\_\_  
*signature*

Jamie Rhodes - Project Manager  
\_\_\_\_\_  
*name of person signing*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

**OWNER**

Municipality of Magnetawan

\_\_\_\_\_  
*name of owner*

\_\_\_\_\_  
*signature*

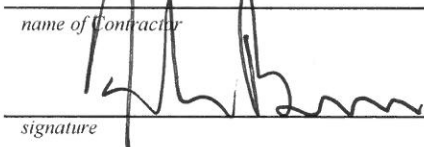
\_\_\_\_\_  
*name and title of person signing*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name and title of person signing*

**CONTRACTOR**

Storburn Construction Ltd.

  
\_\_\_\_\_  
*signature*

Frank Burns - President  
\_\_\_\_\_  
*name and title of person signing*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*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.*

*Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.*

**DEFINITIONS**

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

1. **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*.
2. **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.
3. **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*.
4. **Consultant**  
The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.
5. **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.
6. **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.
7. **Contract Price**  
The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
8. **Contract Time**  
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.
9. **Contractor**  
The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.
10. **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.
11. **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.
12. **Owner**  
The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.
13. **Place of the Work**  
The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.
14. **Product**  
*Product* or *Products* means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

15. **Project**  
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
16. **Provide**  
*Provide* means to supply and install.
17. **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*.
18. **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*.
19. **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*.
20. **Substantial Performance of the Work**  
*Substantial Performance of the Work* is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
21. **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*.
22. **Supplier**  
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
23. **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*.
24. **Value Added Taxes**  
*Value Added Taxes* means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
25. **Work**  
The *Work* means the total construction and related services required by the *Contract Documents*.
26. **Working Day**  
*Working Day* means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

**GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT****PART 1 GENERAL PROVISIONS****GC 1.1 CONTRACT DOCUMENTS**

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

**GC 1.2 LAW OF THE CONTRACT**

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

**GC 1.3 RIGHTS AND REMEDIES**

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.



## GC 1.4 ASSIGNMENT

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

## PART 2 ADMINISTRATION OF THE CONTRACT

### GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

### GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and 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 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

### **GC 2.3 REVIEW AND INSPECTION OF THE WORK**

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for 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 designated by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

### **GC 2.4 DEFECTIVE WORK**

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such 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 determination.

## PART 3 EXECUTION OF THE WORK

### GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

### GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*;
  - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
  - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
  - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
  - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
  - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
  - .3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

### GC 3.3 TEMPORARY WORK

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

- 3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, 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 DOCUMENT REVIEW

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

#### GC 3.5 CONSTRUCTION SCHEDULE

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

#### GC 3.6 SUPERVISION

- 3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

#### GC 3.7 SUBCONTRACTORS AND SUPPLIERS

- 3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
  - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
  - .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- 3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.
- 3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.
- 3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.



- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

### **GC 3.8 LABOUR AND PRODUCTS**

- 3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

### **GC 3.9 DOCUMENTS AT THE SITE**

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

### **GC 3.10 SHOP DRAWINGS**

- 3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.
- 3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
  - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

### **GC 3.11 USE OF THE WORK**

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

### **GC 3.12 CUTTING AND REMEDIAL WORK**

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

### **GC 3.13 CLEANUP**

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

## **PART 4 ALLOWANCES**

### **GC 4.1 CASH ALLOWANCES**

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

## **GC 4.2 CONTINGENCY ALLOWANCE**

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

## **PART 5 PAYMENT**

### **GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

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

### **GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT**

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 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 and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

### **GC 5.3 PROGRESS PAYMENT**

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
  - .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
  - .2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
  - .3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
    - receipt by the *Consultant* of the application for payment, or
    - the last day of the monthly payment period for which the application for payment is made.



#### **GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK**

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

#### **GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:
- .1 submit an application for payment of the holdback amount,
  - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

#### **GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK**

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

- 5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

#### **GC 5.7 FINAL PAYMENT**

- 5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

#### **GC 5.8 WITHHOLDING OF PAYMENT**

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

#### **GC 5.9 NON-CONFORMING WORK**

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

### **PART 6 CHANGES IN THE WORK**

#### **GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

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

#### **GC 6.2 CHANGE ORDER**

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

### GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
  - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
  - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
    - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
    - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
    - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
    - (4) engaged in the processing of changes in the *Work*.
  - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;
  - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
  - .4 all *Products* including cost of transportation thereof;
  - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
  - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
  - .7 all equipment and services required for the *Contractor's* field office;
  - .8 deposits lost;
  - .9 the amounts of all subcontracts;
  - .10 quality assurance such as independent inspection and testing services;
  - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
  - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
  - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
  - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
  - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
  - .16 removal and disposal of waste products and debris; and
  - .17 safety measures and requirements.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and 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 determination.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

#### GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

#### GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.



- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
  - .2 fire, unusual delay by common carriers or unavoidable casualties,
  - .3 abnormally adverse weather conditions, or
  - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

## **GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

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

## **PART 7 DEFAULT NOTICE**

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

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor* *Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
  - .2 provides the *Owner* with an acceptable schedule for such correction, and
  - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
  - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
  - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
  - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
  - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

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

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* 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*, or
  - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
  - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
  - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

## PART 8 DISPUTE RESOLUTION

### GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

### GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
  - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.



- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
    - (1) *Substantial Performance of the Work*,
    - (2) the *Contract* has been terminated, or
    - (3) the *Contractor* has abandoned the *Work*, whichever is earlier; and
  - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

### GC 8.3 RETENTION OF RIGHTS

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

## PART 9 PROTECTION OF PERSONS AND PROPERTY

### GC 9.1 PROTECTION OF WORK AND PROPERTY

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

### GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
  - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
  - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
  - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
  - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
  - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
  - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
  - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
  - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
  - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

### GC 9.3 ARTIFACTS AND FOSSILS

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

### GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

## GC 9.5 MOULD

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
  - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
  - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor's* operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
  - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
  - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor's* operations under the *Contract*, the *Owner* shall promptly, at the *Owner's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
  - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
  - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
  - .4 indemnify the *Contractor* as required by GC 12.1 - 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 such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

### GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

### GC 10.3 PATENT FEES

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

### GC 10.4 WORKERS' COMPENSATION

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

## PART 11 INSURANCE AND CONTRACT SECURITY

### GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
  - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
  - .3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*
  - .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
    - (1) 10 calendar days after the date of *Substantial Performance of the Work*;



- (2) on the commencement of use or occupancy of any part or section of 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*;
  - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
- .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
- (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
  - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
  - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *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 *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

## GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

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

## PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

### GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

- .1 caused by:
  - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
  - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
- .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

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

- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
  - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
  - .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.
- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.
- 12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
  - .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
  - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

## GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
  - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
  - .4 damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
  - .5 claims arising pursuant to GC 12.3 - WARRANTY; and
  - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
  - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
  - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
  - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.



- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

### GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

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CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
  - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
    - Asbestos
    - Cyber Risk
    - Mould
    - Terrorism