



**Invitation to Tender No. 20-038
Gabriola Island Village Way Path Construction Project**

Information for Tenderers

The Regional District of Nanaimo, hereinafter referred to as the "Regional District", invites Tenders for the Gabriola Island Village Way Path Construction Project.

THE PROJECT:

The Gabriola Island Village Way project aims to create a safe and accessible path on North Road between the junction of North and South Roads and access to the 707 Community Park at Tin Can Alley on Gabriola Island.

Tender documents may be downloaded directly from the Regional District of Nanaimo website at <https://www.rdn.bc.ca/current-bid-opportunities> or the BC Bid website at www.bcbid.gov.bc.ca

Tenders are to be submitted **via email**, in PDF format with "20-038 Gabriola Village Path" as the subject line to Nathan Trobridge at Nathan.Trobridge@newcastleengineering.com bearing the name of the firm bidding on or before **3:00:00 p.m. local time on the 8 day of July, 2020** (the "Tender Closing"). The Owner and the Consultant will not be responsible for any technological delays. It is the Tenderer's sole responsibility to ensure their Tender is received when, where and how it is specified in this document.

There will be a no formal site meeting scheduled for this Tender. Bidders are strongly advised to complete a thorough examination of the project area and familiarized themselves with the works.

All inquiries related to this Tender are to be directed in writing to, Nathan Trobridge, P. Eng, Newcastle Engineering at Nathan.Trobridge@newcastleengineering.com

Tenders will not be opened in public. Unverified bid results will be made available to Bidders by 10:00 a.m. the business day following the Tender Closing.

Each Tender Form received from a Bidder must be accompanied by a **verifiable digital E-Bid Bond** in the amount equal to TEN PERCENT (10%) of the TOTAL AMOUNT OF TENDER and a **verifiable digital Consent of Surety** per the Surety Association of Canada. The successful Bidder will be required to submit a 50% Labour & Materials Bond and a 50% Performance Bond.

Tenders must remain valid for sixty (60) days following the closing time and date.

The Owner reserves the right to reject any or all tenders, to accept the tender deemed most favourable in the interests of the Owner. The lowest or any tender may not necessarily

be accepted.

This procurement is subject to Chapter 5 of the Canadian Free Trade Agreement. The Regional District's language in its procurement documents shall be English.



Regional District of Nanaimo

Invitation to Tender No. 20-038

Gabriola Island Village Way Path Construction Project

Issue Date: June 12, 2020

TABLE OF CONTENTS

TENDERING REQUIREMENTS

Section 00100Instructions to Tenderers
Section 00200Tender Form including Schedule of Quantities

SPECIFICATIONS

Section 00300Specification Package by Newcastle Engineering Ltd.
a)Drawing Numbers 011-017-01 thru 0110-017-10 prepared
by Newcastle Engineering.
b)Drawing Number S-1 prepared by Opus Engineering Ltd.
c)Arborist Report dated November 2015 prepared by
Topographics Landscape Architecture.
d)Infiltration Assessment dated February 2016 prepared by
Lewkowich Engineering Associates.

CONTRACTING REQUIREMENTS

Section 00400Form of Agreement – CCDC 4 2011
Section 00500CCDC Amendments and Supplementary General
Conditions of Contract

END OF SECTION

PART 1 INVITATION**1.1 INVITATION TO TENDER**

The Regional District of Nanaimo (the “Regional District”) invites tenders for the Gabriola Island Village Way Path Construction Project. This Tender is conditional and subject to the approval of the Regional District of Nanaimo Board of Directors at its July 28, 2020 meeting.

1.2 DESCRIPTION OF WORK

The Gabriola Island Village Way project aims to create a safe and accessible path on North Road between the junction of North and South Roads and access to the 707 Community Park at Tin Can Alley. The Village Way project is located within active roadway under the control of the Ministry of Transportation and Infrastructure (MoTI).

The Gabriola Island Village Way project design calls for approximately 1.5 km of 2 m wide path separated from the drivable surface of North Road by an asphalt curb and a gravel buffer. The road shoulder will be repaved and provide for use by road cyclists. Road drainage will be managed by a system of spillways or shallow catch basins, manholes, infiltration trenches and culverts. The path surface will be a hard surface along business frontages and cart path gravel beyond. A series of retaining walls and slope will separate path from private property.

1.3 TENDER SUBMISSION

1.3.1 Tenders are to be submitted **via email**, in PDF format with “20-038 Gabriola Village Path” as the subject line to Nathan Trobridge at Nathan.Trobridge@newcastleengineering.com bearing the name of the firm bidding on or before **3:00:00 p.m. local time on the 8 day of July, 2020** (the “Tender Closing”).

1.1.1 Electronically submitted Tenders will be deemed to be successfully received at the time as posted on the incoming email.

1.1.2 Tenders received after the Tender Closing date and time will not be considered by the Regional District.

1.1.3 The submission of a Tender constitutes the agreement of the Tenderer to be solely responsible for all costs and expenses incurred by it in preparing and submitting its Tender, including any costs incurred by the Tenderer after the Tender Closing.

PART 2 TENDER DOCUMENTS

- 2.1 Documents may be viewed and obtained directly from the Regional District of Nanaimo website at <https://www.rdn.bc.ca/current-bid-opportunities> or the BC Bid website at www.bcbid.gov.bc.ca

PART 3 PRE-TENDER ENQUIRIES AND ADDENDA

- 3.1 Enquiries should be addressed to:

Nathan Trobridge, P.Eng.
Newcastle Engineering Ltd.
Suite 4-3179 Barons Road
Nanaimo, B.C. V9T 5W5
Email: nathan.trobridge@newcastleengineering.com
Ph: 250-756-9553 Ext. 24

Please Note: The Project Manager named above is the only valid contact for enquiries. No explanation, interpretation or clarification of the Tender Documents by any other person whatsoever shall bind the Regional District in the interpretation of the Tender Documents.

- 3.2 Any requests for explanations, interpretations or clarifications made by Tenderers should be submitted in writing to the Regional District's Project Manager at least five (5) calendar Days before Tender Closing to allow enough time for a response.
- 3.3 If the Regional District, in the Regional District's sole discretion, determines that a clarification, addition, deletion or revision of the Tender Documents is required then the Regional District will issue a written addendum. Notice of the issuance of a written addendum, and the issued written addendum, will be posted on the Regional District of Nanaimo website <https://www.rdn.bc.ca/current-bid-opportunities> and the BC Bid website www.bcbid.gov.bc.ca. It is the sole responsibility of all prospective Tenderers to check for any addenda prior to submitting their Tender.
- 3.4 All Addenda issued by the Regional District shall be incorporated into and become part of the Tender Documents.
- 3.5 If a Tenderer finds any errors, omissions or discrepancies in the Tender Documents, it shall immediately notify the Regional District's Project Manager in writing.
- 3.6 No oral explanation, interpretation or clarification of the Tender Documents by any person whatsoever shall bind the Regional District in the interpretation of the Tender Documents.
- 3.7 There will be a no formal site meeting scheduled for this Tender. Bidders are strongly advised to complete a thorough examination of the project area and familiarize themselves with the works.

PART 4 INSPECTION OF SITE

- 4.1 It is the responsibility of the Tenderer to examine the Work Site before submitting a Tender. It is the Tenderer's responsibility to be familiar with and allow for all site conditions which might affect the Work and the Tender. The Regional District will not grant, and the Tenderer will not be entitled to any additional payments or extensions of time due to site conditions which were or would have been reasonably foreseeable upon a proper inspection of the Work Site by the Tenderer.
- 4.2 The submission of a Tender by the Tenderer shall be deemed to be an acknowledgement that the Tenderer has relied and is relying on its own examination of the Work Site, and all other matters related to the completion of Work.
- 4.3 The Tenderer shall comply with all applicable regulations of the Workers' Compensation Board of British Columbia and the Regional District's corporate safety policies and regulations while attending the Work Site.

PART 5 COMPLETION OF TENDER DOCUMENTS

- 5.1 The Tenderer should complete the Tender Form in ink or in type.
- 5.2 All prices are to be in Canadian currency. Prices shall include all necessary costs including but not limited to supply, fabrication and finishing, conveyance and delivery to the Work Site, packing, crating, freight, cartage, shipping charges, unloading, installation, overhead, profit and all tariffs, duties and taxes (excluding GST) unless otherwise indicated, including British Columbia Provincial Sales Tax. The applicable Federal Goods and Services Tax shall be shown as a separate item in the Tender Price.

PART 6 BID SECURITY

- 6.1 The Tenderer shall submit, with its Tender, a deposit in the form of a **verifiable digital e-bid bond** (the "Bid Bond") in favour of the Regional District of Nanaimo digitally signed and sealed by the Tenderer and the Tenderer's Surety. The form of Bid Bond shall be in the form acceptable to the Regional District. The Bid Bond shall equal ten percent (10%) of the Tender Price. A **verifiable digital Consent of Surety** shall also be submitted with its Tender.
- 6.2 The Regional District will retain the Bid Bond of the successful Tenderer until:
- (1) the successful Tenderer has executed the Agreement;
 - (2) the successful Tenderer has provided all bonding and documentation in accordance with Section 00100, Clauses 15.2 and 15.3.

- 6.3 All bonds and documentation required by Section 00100, Part 6 shall be issued by a company licensed to transact business in the Province of British Columbia. **All required bonds and documentation should be verifiable and in a digital format as per the Surety Association of Canada. Scanned photocopies and facsimiles, including those under seal, may result in the rejection of the Tender.**

PART 7 BID RIGGING

- 7.1 The Tenderer's attention is directed to the Competition Act which provides that bid-rigging as defined in the Act is an indictable offence punishable upon conviction by a fine or imprisonment or both.

PART 8 SOLICITATION

- 8.1 The Tenderer may not make any representations or solicitations to any director, officer or employee of the Regional District with respect to the Tender either before or after submission of the Tender except as provided herein. If any director, officer, employee, agent sub-contractor, supplier or other representative of the Tenderer communicates with any director, officer or employee of the Regional District or any consultant engaged by the Regional District in connection with this Invitation to Tender about this Invitation to Tender, other than the person named under Part 3 – Pre-Tender Enquiries and Addenda, the Regional District shall have the unfettered right, regardless of the nature of the communication, to reject the Tender submitted by the Tenderer.

PART 9 CONDITIONS OF TENDER

- 9.1 Tenders which contain qualifying conditions or otherwise fail to conform to the requirements of the Tender Documents may be disqualified or rejected. The Regional District may, however, in its sole discretion, reject or retain for its consideration Tenders which are non-conforming because they do not contain the content or form required by the Tender Documents or for failure to comply with the process for submission set out in this Section 00100.

PART 10 SUBMISSION OF TENDER

- 10.1 Tenders are to be submitted **via email**, in PDF format with "20-038 Gabriola Village Path" as the subject line to Nathan Trobridge at Nathan.Trobridge@newcastleengineering.com bearing the name of the firm bidding on or before 3:00:00 p.m. local time on the 8 day of July, 2020 (the "Tender Closing").
- 10.2 All Tenders shall be signed by authorized officers in the case of the Corporate Firm and in the case of an individual partnership or non-incorporated organization, shall be signed and witnessed.

- 10.3 It is solely the responsibility of the Tenderer to ensure that it has obtained, prior to the Tender Closing, all Addenda issued by the Regional District.
- 10.4 The Regional District may not accept an amendment to a previously submitted Tender unless:
- (1) it is in writing;
 - (2) it is received at the specific email address set out in Section 00100, Clause 10.1, prior to the Tender Closing and should identify the Tender Number and the name of the Tenderer and indicates it is a change to a Tender already submitted and it is signed by the person or persons who signed the original Tender.
- 10.5 Tenderers shall be solely responsible for the completion and delivery of Tenders and any amendments in the manner and time specified by Section 00100, Part 10. No extension of the Tender Closing will be given to accommodate Tenderers or amendments to Tenders that do not comply with the requirements of Section 00100, Part 10.

PART 11 VARIATION TO TENDER DOCUMENT

- 11.1 If the Tenderer wishes to propose any variations to the specifications and/or terms and conditions, it should submit the proposed variations to the contact person for enquiries as identified in Section 00100, Clause 3.1 at least seven (7) calendar Days before the Tender Closing, otherwise the variations may not be considered by the Regional District. The acceptability of any such variations will be at the Regional District's sole and unfettered discretion.
- 11.2 Requested variations should be submitted in enough detail to facilitate evaluation by the Regional District.
- 11.3 Approved variations will be incorporated in the specifications and/or terms and conditions by the issuance of Addenda posted on the RDN website and BC Bid website.
- 11.4 Unless otherwise expressly stated in the Tender, the Tenderer agrees to accept without reservation or amendment, the whole of the specifications and Tender Documents.
- 11.5 Variations to the specifications not submitted in accordance with 11.1 above will only be considered if they are: (a) submitted by the otherwise wholly compliant and lowest bidder; (b) in sufficient detail and in the same format as the original specification, including cost implications, in order to facilitate evaluation by the Regional District; and (c) acceptable to the Regional District. Variations to the specifications not submitted in accordance with 11.1 and not in accordance with (a), (b) and (c) above will not be considered.

PART 12 IRREVOCABILITY OF OFFER

- 12.1 The Tender submitted by the Tenderer shall be irrevocable and remain open for acceptance by the Regional District for a period of 60 Days from the Tender Closing, whether another Tender has been accepted or not. If at any time after 60 Days from the Tender Closing, the Tenderer has not revoked its Tender in writing, the Regional District may accept the Tender.
- 12.2 If a Tenderer, for any reason whatsoever, purports to revoke its Tender within 60 Days from the Tender Closing, or if for any reason whatsoever a successful Tenderer does not execute and deliver the Agreement in accordance with Section 00100, Clause 15.1, the Regional District, without limiting any other remedy it may have under the Tender Documents or otherwise, shall be entitled to:
- (1) exercise its rights under any Bid Bond and retain the amount payable to the Regional District under the Bid Bond as liquidated damages; or
 - (2) require the Tenderer to pay to the Regional District an amount equal to the difference between the Tender price of its Tender and any other Tender which is accepted by the Regional District, if such other Tender is for a greater price, plus the total of all costs, expenses and damages, including legal fees on a solicitor and own client basis, incurred by the Regional District as a result of or related to such revocation or failure by the Tenderer.

PART 13 TENDER OPENING

- 13.1 **Tenders will not be opened in public.** The Regional District of Nanaimo will endeavour to make available the unevaluated results of the Tender to Bidders by 10:00 a.m. the business day following the Tender Closing. The Regional District of Nanaimo wishes to thank all Tenderers for their effort in responding to this bidding opportunity.

PART 14 ACCEPTANCE AND REJECTION OF TENDERS

- 14.1 Notwithstanding any other provision in the Tender Documents, any practice or custom in the construction industry, or the procedures and guidelines recommended for use on publicly funded construction projects, the Regional District, in its sole discretion, shall have the unfettered right to:
- (1) accept any Tender;
 - (2) reject any Tender;
 - (3) reject all Tenders;
 - (4) accept a Tender which is not the lowest Tender;
 - (5) reject a Tender even if it is the only Tender received by the Regional District;

- (6) accept all or any part of a Tender; and
 - (7) award all or a portion of the Work to any Tenderer.
- 14.2 If a Tender contains a defect or fails in some way to comply with the requirements of the Tender Documents, which in the sole and unfettered discretion of the Regional District is not material, the Regional District may waive the defect and accept the Tender.
- 14.3 Awards shall be made on Tenders that will, in the opinion of the Regional District, give the greatest value based on quality, service and price. In determining what constitutes greatest value, the Regional District may consider its previous experience with the Tenderer. Without limiting the generality of the foregoing, the Regional District may consider: the quality of work; the timeliness of completion; the number, scope and reasonableness of requested change orders; public impact; compliance with applicable health, safety, labour and environmental laws; environmental and social practices; and the number and reasonableness of any claims. The Regional District's previous experience with the Tenderer regarding its competence and cooperation may also be taken into consideration in determining greatest value. The Regional District reserves the right to rely upon its records, references and recollections in this regard. The Regional District may also obtain references other than those provided by the Tenderer and may use these references in determining greatest value.
- 14.4 The Regional District, in its sole discretion, reserves the right to reject the Tender in the event the Regional District determines, acting reasonably on the information available to it, that the Tenderer is in material non-compliance with, or has been convicted of a material offence or violation of, health, safety, labour or environmental laws. The Regional District's judgment in this regard will be final.
- 14.5 The Regional District will notify the successful Tenderer in writing that its Tender has been accepted (the "Notice of Intent to Award").
- 14.6 No information regarding an award of a contract will be given out between the time of opening and the time an award has been made.

PART 15 SUCCESSFUL TENDERER REQUIREMENTS

- 15.1 The successful Tenderer shall execute and deliver the Agreement to the Regional District within ten (10) calendar days after it has received the Agreement from the Regional District such time limit being extended only with the written approval of the Owner.
- 15.2 The successful Tenderer shall submit to the Regional District of Nanaimo the following original documentation (facsimile or photocopy copies not acceptable) within seven (7) calendar days of the notification of the successful Tender under Section 00100, Clause 14.5:

- (1) Original or digital Performance Bond and Labour and Material Payment Bond (the “Bonds”) each of which shall equal fifty percent (50%) of the Contract Price, issued by a Surety licensed to transact the business of suretyship in the Province of British Columbia, in favour of the Regional District, signed and sealed by the successful Tenderer and the Tenderer’s Surety. The form of Performance Bond and Labour and Material Payment Bond shall be in a form acceptable to the Regional District. The Performance Bond shall encompass the Warranty and Guarantee period and shall, in any event, be in effect for no less than two (2) years from the date of issuance of the Notice of Acceptance.
- (2) A certificate of General Liability insurance pursuant to “CCDC 41 – CCDC Insurance Requirements” with the Regional District of Nanaimo and the Consultant named as additionally insured.
- (3) A Workers’ Compensation Board Clearance Letter of Clearance indicating good standing and remittance up to date.

15.3 The successful Tenderer shall not commence the Work until it has received a Notice to Proceed issued by the Regional District’s Project Manager.

PART 16 AWARD OF CONTRACT

- 16.1 All contracts require the approval of the appropriate Regional District authority prior to award. Where a contract requires the approval of the Regional District’s Board prior to award, the total price of any Tender and the reason for selecting the successful Tenderer may be released at a regular meeting of the Regional District’s Board or a Committee of the Board.
- 16.2 Notwithstanding Clause 18.1(4) below, the Regional District reserves the right to release to the public the total price of any Tender, regardless of whether it was identified by the Tenderer as confidential. By submitting a Tender, each Tenderer consents to the release of the total price and, where applicable, information disclosable under the Act that is relevant to the selection of the successful Tenderer, in order to provide transparency in relation to expenditures of this type.

PART 17 FORM OF CONTRACT

- 17.1 The successful contractor will be expected to enter into a CCDC4-2011 Unit Price Contract as amended herein in the “Amendments and Supplementary General Conditions” section 00500.

PART 18 CONFIDENTIALITY AND SECURITY

18.1 The following conditions apply:

- (1) The Tender Documents, or any portion thereof, may not be used for any purpose other than submission of Tenders; and
- (2) The successful Tenderer must agree not to divulge or release any information that has been given to it or acquired by it on a confidential basis during carrying out the Work or performing its services;
- (3) It is the Regional District's policy to maintain confidentiality with respect to all confidential information related to the Tender, but the Tenderer acknowledges and agrees that the Tender becomes the property of the Regional District and any confidential information disclosed by it to the Regional District may be subject to a request for public disclosure under *the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165*, as amended from time to time (in this Clause and Clause 17.2, the "Act").
- (4) The Tenderer acknowledges that the Act provides an exemption from disclosure for information as specified in Section 21 of the Act. Accordingly, if any information supplied to the Regional District fits within Section 21 of the Act, the Tenderer must specifically advise the Regional District and request the Regional District not to disclose that information, however confidentiality cannot be guaranteed.

PART 19 DISCLAIMERS/LIMITATIONS OF LIABILITY

- 19.1 Neither acceptance of a Tender nor execution of an Agreement shall constitute approval of any activity or development contemplated in any Tender that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or bylaw. It is the responsibility of the Contractor to obtain such prior commencement of the Work.
- 19.2 The Regional District, its directors, officers, servants, employees, agents and consultants expressly disclaim any and all liability for representations, warranties, express or implied or contained in, or for omissions from this Tender or any written or oral information transmitted or made available at any time to a Tenderer by or on behalf of the Regional District. Nothing in this Tender is intended to relieve a Tenderer from forming its own opinions and conclusions in respect of this Tender.
- 19.3 Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Invitation to Tender, and by submitting a Tender each Tenderer shall be deemed to have agreed that it has no claim.

PART 20 SUSTAINABLE PURCHASING PRACTICE

- 20.1 It is the Regional District's policy to ensure that procurement decisions for the supply of goods, services and construction consider economic considerations, as well as the Tenderer's environmental and social practices. The Regional District expects that each Tenderer has and will comply with internationally recognized labour conventions and recommendations of the International Labour Organization (ILO), of which Canada is a member, and any applicable legislation pertaining to work place safety, health, labour and employment, human rights and the environment. In Canada this includes but is not limited to the latest editions of the following: *Corruption of Foreign Public Officials Act* (Canada), *Human Rights Code* (BC), *Employment Standards Act*, *Workers Compensation Act* (BC), *Canadian Environmental Protection Act*, *Fisheries Act* (Canada), *Transportation of Dangerous Goods Act* (BC), *Transportation of Dangerous Goods Act*, (Canada), *Environmental Management Act* (BC).

PART 21 CONFLICT OF INTEREST

- 21.1 The Tenderer declares that it has no financial interest, directly or indirectly in the business of any third party that would be or be seen to be a conflict of interest in carrying out the services. It warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Bidder, has any financial or personal relationship or affiliation with any elected official or employee of the Regional District or their immediate families which might in any way be seen by the Regional District to create a conflict.

Part 23 COVID 19

- 22.1 Tenderers are advised that the Regional District of Nanaimo acknowledges both the challenges and uncertainty in managing the Coronavirus (COVID-19) in BC's construction industry going forward. Portions of this tender may contain specific starting and completion dates that may or may not be achievable, depending on future restrictions and the duration of these restrictions. Additional risk may be realized from supply chain issues and potential construction site slowdowns, resulting in a delay in delivery of the project. The successful Tenderer will be required to provide the Owner and Consultant with a COVID-19 management plan including safe work plans that meet current Federal and Provincial Government and WorksafeBC requirements.

END OF SECTION

Invitation to Tender No. 20-038

Gabriola Island Village Way Path Construction Project

FORM OF TENDER

5 pages

GABRIOLA ISLAND VILLAGE WAY PATH

FORM OF TENDER

Section 200

The undersigned who is skilled in the work described in the Tender Documents and having carefully read the Tender Documents, consisting of:

The Instructions to Tenderers;
Form of Tender;
Contract Agreement and General Conditions (CCDC #4 - Unit Price Contract);
Supplementary Conditions;
Arborist Report dated November 2015 prepared by Topographics Landscape Architecture;
Infiltration Assessment dated February 2016 prepared by Lewkowich Engineering Associates Ltd.;
Drawing Numbers 0110-017-01 thru 0110-017-10 prepared by Newcastle Engineering Ltd.,
Drawing Number S-1 prepared by Opus Engineering Ltd.;
Addenda Numbers: _____

and who has inspected the site, hereby agrees to enter into a Contract to perform the work required by the Tender Documents and repair any defects for a period of one year from the date of substantial completion of the work, as determined by the Regional District of Nanaimo, at the prices stipulated herein.

It is understood that:

1. The Tender shall be irrevocable for **60** days after the closing date for receipt of Tenders and the Owner may at any time within such period accept this Tender whether any other Tender has previously been awarded or not.
2. The Tenderer shall execute the Agreement between the Owner and Contractor within **10** calendar days of receiving the Agreement from the Regional District, such time limit being extended only with the written approval of the Owner.
3. The Tenderer shall commence the Contract within **10** calendar days of receipt of the Notice to Proceed and shall complete the Work within **90** calendar days from the date of the Notice to Proceed.
4. The Tenderer, should he fail to complete the work in the time specified above, shall compensate the Owner for the actual cost to the Owner of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract past the completion date.
5. If the Owner fails to make payments to the Contractor as they become due under the terms of the Contract, interest at ten percent (10%) per annum on such unpaid amounts shall also become due and payable until payment has been made.

GABRIOLA ISLAND VILLAGE WAY PATH

FORM OF TENDER

Section 200

It is understood that if this Tender is accepted within sixty (60) days of the time stated for closing of Tenders, and if we fail or decline to enter into a Contract in accordance with the terms of our Tender, that the Owner may be entitled by reason of our failure or refusal to enter such Contract.

The following is a list of equipment which we propose to use on the work:

The following is a list of material suppliers which we intend to use on the work:

GABRIOLA ISLAND VILLAGE WAY PATH

FORM OF TENDER

Section 200

The following is a list of personnel and associated rates which we may use for force account work:

OCCUPATION	HOURLY RATE	OVERTIME HOURLY RATE

The following is a list of equipment which we may use for force account work:

EQUIPMENT	MAKE AND MODEL	HOURLY RATE

GABRIOLA ISLAND VILLAGE WAY PATH

FORM OF TENDER

Section 200

The following is a list of subcontractors which we intend to use on the work:

SIGNED: _____

PRINTED NAME: _____

CONTRACTOR: _____

ADDRESS: _____

DATE: _____

VILLAGE WAY, GABRIOLA ISLAND
SCHEDULE OF ESTIMATED QUANTITIES AND UNIT PRICES

0110-017
2020-06-11

Section 200

SCHEDULE A - ROAD AND EARTHWORKS					
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT RATE	TOTAL
A-01	Saw-cut existing pavement	LM	1550		\$
A-02	Pavement removal including off-site disposal of waste materials	SM	1925		\$
A-03	Asphalt widening (50mm) - North Road	SM	915		\$
A-04	Base widening (150mm) - North Road	SM	180		\$
A-05	Subbase widening (250mm) - North Road	SM	180		\$
A-06	Asphalt pathway (50mm) c/w base (50mm) and subbase (150mm)	SM	1035		\$
A-07	Asphalt driveway (50mm) c/w base (150mm) and subbase (250mm)	SM	830		\$
A-08	Gravel pathway (50mm) c/w base (50mm) and subbase (150mm)	SM	1420		\$
A-09	Asphalt curb	LM	1270		\$
A-10	Gravel shoulder (50mm) either side of path	SM	450		\$
A-11	Relocate existing signs	EA	6		\$
A-12	Remove existing barriers	LS	1		\$
A-13	Remove existing concrete curb	LM	8		\$
A-14	BC Hydro guy wire	LS	1		\$
A-15	Subgrade prep	SM	3700		\$
A-16	Traffic control	LS	1		\$
A-17	Line Painting	LS	1		\$
A-18	Tree removal	LS	1		\$
A-19	Stripping (200mm) w/ offsite disposal	CM	500		\$
A-20	Import and place structural fill	CM	550		\$
A-21	Common excavation to fill	CM	290		\$
TOTAL SCHEDULE A - ROAD AND EARTHWORKS					\$
SCHEDULE B - STORM SEWERS					
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT RATE	ESTIMATED TOTAL
B-01	Exfiltration trench c/w 250mm dia perforated storm	LM	28		\$
B-02	200mm dia CB lead	LM	24		\$
B-03	250mm dia CB lead	LM	57		\$
B-04	300mm dia CSP culvert	LM	8		\$
B-05	525mm dia CSP culvert extension	LM	1		\$
B-06	Cleanout	EA	1		\$
B-07	Flow control manhole	EA	1		\$
B-08	Round catch basin	EA	1		\$
B-09	Catch basin	EA	10		\$
B-10	Sandbag Headwall	EA	1		\$
B-11	Rip rap apron	EA	1		\$
B-12	Locate existing culvert	EA	1		\$
B-13	Tie into existing storm drain	EA	1		\$
B-14	Remove existing 300mm dia CSP culvert	LM	14		\$
B-15	Regrade ditch	LM	300		\$
B-16	Granular trench backfill including off-site disposal of excavated material	CM	16		\$
B-17	Trench rock excavation (allowance)	CM	20		\$
B-18	Erosion and sediment control	LS	1		\$
TOTAL SCHEDULE B - STORM SEWERS					\$

VILLAGE WAY, GABRIOLA ISLAND
SCHEDULE OF ESTIMATED QUANTITIES AND UNIT PRICES

0110-017
2020-06-11

Section 200

SCHEDULE C - RETAINING WALLS					
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT RATE	ESTIMATED TOTAL
C-01	Retaining wall	SMF	233		\$
C-02	Retaining wall hand rail	LM	265		\$
TOTAL SCHEDULE C - RETAINING WALLS					\$
VILLAGE WAY, GABRIOLA ISLAND SUMMARY OF SCHEDULES					ESTIMATED TOTAL
TOTAL SCHEDULE A - ROAD AND EARTHWORKS					\$
TOTAL SCHEDULE B - STORM SEWERS					\$
TOTAL SCHEDULE C - RETAINING WALLS					\$
SUB-TOTAL					\$
GST (5%)					\$
TOTAL TENDER					\$

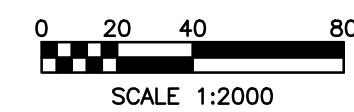
1. ALL WORK AND MATERIALS ARE TO BE AS DESCRIBED IN THE LATEST EDITION OF THE REGIONAL DISTRICT OF NANAIMO ENGINEERING STANDARDS AND SPECIFICATIONS OR AS OTHERWISE APPROVED BY THE REGIONAL DISTRICT OF NANAIMO ENGINEERING SERVICE DIVISION.
2. THE REGIONAL DISTRICT OF NANAIMO CONSTRUCTION DIVISION SHALL BE NOTIFIED 48 HOURS PRIOR TO THE COMMENCEMENT OF WORK ON-SITE.
3. NOTIFY BC MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE 7 DAYS PRIOR TO THE COMMENCEMENT OF WORK ON-SITE.
4. CONNECTION TO, OR ALTERATION OF EXISTING DISTRICT OWNED UTILITIES WILL BE UNDERTAKEN BY THE REGIONAL DISTRICT OF NANAIMO, UNLESS OTHERWISE AUTHORIZED BY THE DIRECTOR OF PUBLIC WORKS.
5. CONTRACTOR IS TO COMPLY WITH ALL APPLICABLE MINISTRY OF ENVIRONMENT AND FISHERIES & OCEANS CANADA REQUIREMENTS AT ALL TIMES DURING CONSTRUCTION.
6. CONTRACTOR TO CONFIRM THE LOCATION AND INVERT OF EXISTING UTILITIES AT ALL CROSSINGS AND CONNECTION POINTS AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION
7. ALL WORK TO BE EXECUTED IN COMPLIANCE WITH WORKSAFE BC REQUIREMENTS. THE CONTRACTOR IS RESPONSIBLE FOR FAMILIARIZING HIMSELF AND ALL PERSONNEL INVOLVED IN THE PROJECT WITH THE MOST CURRENT VERSION OF THESE REQUIREMENTS AND ENSURING THAT THEY ARE ADHERED TO AT ALL TIMES.

1. EROSION AND SEDIMENT CONTROL FOR THIS PROJECT WILL BE AS OUTLINED IN THE FISHERIES AND OCEANS CANADA AND MINISTRY OF WATER, LANDS AND AIR PROTECTION HANDBOOK ENTITLED "LAND DEVELOPMENT GUIDELINES FOR THE PROTECTION OF AQUATIC HABITAT, MAY 1992" AND "BEST MANAGEMENT PRACTICES FOR URBAN AND RURAL LAND DEVELOPMENT IN BRITISH COLUMBIA, JUNE 2004" AND "EROSION & SEDIMENT CONTROL GUIDELINE" BY THE CITY OF NANAIMO. IT IS INCUMBENT ON THE INCUMBENT UPON THE CONTRACTOR TO OBTAIN THESE GUIDELINES AND FAMILIARIZE HIMSELF WITH THE REQUIREMENTS THEREIN.
2. THE CONSULTANT ASSUMES NO RESPONSIBILITY FOR DAMAGES RESULTING FROM IMPROPER EROSION AND SEDIMENT CONTROL MEASURES UNDERTAKEN BY THE CONTRACTOR.
3. ANY DIRECTION GIVEN BY THE ENGINEER TO THE CONTRACTOR FOR EROSION AND SEDIMENT CONTROL NOT FOLLOWED BY THE CONTRACTOR WILL BE REPORTED TO THE REGIONAL DISTRICT OF NANAIMO.
4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT NO MUD, DIRT, SOIL, SILT OR ANY OTHER SUBSTANCES ARE SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY, OR AREAS THAT LEAD TO CATCH BASINS CONNECTED TO PUBLIC SYSTEMS. THE CONTRACTOR IS TO CLEAN ANY SUCH MATERIAL IMMEDIATELY. STREETS ARE TO BE SWEEPED WITH A VACUUM STREET SWEEPER AFTER WORK STOPPAGE EACH DAY.
5. PRIOR TO CONSTRUCTION, INSTALL A TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT TO LIMIT TRACKING OF SITE SOILS ONTO OFF-SITE ROADWAYS. THE WIDTH OF THE PAD SHOULD NOT BE LESS THAN THE FULL WIDTH OF POINT OF INGRESS OF EGRESS AND IN ANY CASE SHOULD NOT BE LESS THAN 6m WIDTH WITH A LENGTH OF NOT LESS THAN 20m. GRAVEL PAD SHALL HAVE A MINIMUM THICKNESS OF 150mm. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ROT OR FRACTURED DRAIN ROCK UNDERLAIN WITH GEOTEXTILE FABRIC IS RECOMMENDED.
6. SITE ENTRANCE IS TO BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. MAINTENANCE MAY INCLUDE THE PLACEMENT OF ADDITIONAL TOP DRESSING MATERIAL AS CONDITIONS DEMAND. A WHEEL WASH SHOULD BE INSTALLED IF REQUIRED. THE TEMPORARY SITE ACCESS PAD MAY BE REMOVED DURING PREPARATION FOR PAVING.

7. PRIOR TO CONSTRUCTION, AREAS OF NO DISTURBANCE AND/OR VEGETATION TO BE RETAINED SHALL BE FENCED OFF AND/OR FLAGGED FOR PROTECTION. THESE MEASURES ARE TO REMAIN IN PLACE THROUGHOUT THE CONSTRUCTION PERIOD.
8. CLEARING AND GRUBBING OF THE SITE SHALL BE COMPLETED IN STAGES IF POSSIBLE TO LIMIT THE DISTURBANCE AND POSSIBLE EROSION TO THE SITE.
9. CONTRACTOR IS TO GRADE THE SITE AND INSTALL DRAINAGE CONTROL MEASURES TO DIRECT SURFACE RUN-OFF TO ON-SITE SEDIMENT CONTROL PONDS FOR DISPERSAL AND INFILTRATION.
10. IF GRADED AREAS WITHIN THE PROJECT WILL NOT BE COMPLETED OUTSIDE OF THE WET SEASON (OCTOBER – APRIL), REVEGETATION OPERATIONS SHOULD BE CARRIED OUT WITHIN ONE WEEK OF GRADING COMPLETION OF NO LATER THAN SEPTEMBER 15th.
11. SLT FENCING IS TO BE INSTALLED AROUND ALL STOCK/SPILL PILES, OR PILES ARE TO BE OTHERWISE PROTECTED TO LIMIT EROSION AND SEDIMENT GENERATION.
12. INSTALL SETTLEMENT PONDS EQUIPPED WITH EMERGENCY OVERFLOW, FOR RETENTION/INFILTRATION TREATMENT OF RUNOFF COLLECTED BY INTERCEPTOR SWALES AND/OR SLT BARRIERS. THE SETTLEMENT PONDS ARE TO HAVE A MINIMUM VOLUME TO CONTAIN FLOWS FROM A 10 YEAR RETURN PERIOD, 24 HOUR RAINFALL EVENT. THE PONDS SHOULD BE USED AND MAINTAINED THROUGHOUT THE DURATION OF THE CONSTRUCTION PERIOD.
13. THE CONTRACTOR IS TO CARRY OUT ROUTINE INSPECTIONS AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES ON THE SITE, AT A MINIMUM, THE CONTRACTOR SHALL CONDUCT ALL BMP'S WEEKLY AND PROVIDE A REPORT TO THE CONSULTANT FOR REVIEW.
14. DURING AND/OR FOLLOWING EACH SIGNIFICANT STORM EVENT, THE CONTRACTOR SHOULD OBSERVE THE SETTLEMENT PONDS AND DOWNSTREAM STORM DRAINS TO CONFIRM THAT TURBID MATERIALS FROM SOURCES ASSOCIATED WITH CONSTRUCTION ARE NOT ENTERING THE STORM DRAINAGE SYSTEM. THE CONTRACTOR SHALL RECORD INSPECTION DATUMS c/w ANY SIGNIFICANT OBSERVATIONS AND ACTIONS TAKEN, AND THEN INFORM THE CONSULTANT AND REGIONAL DISTRICT OF NANAIMO.

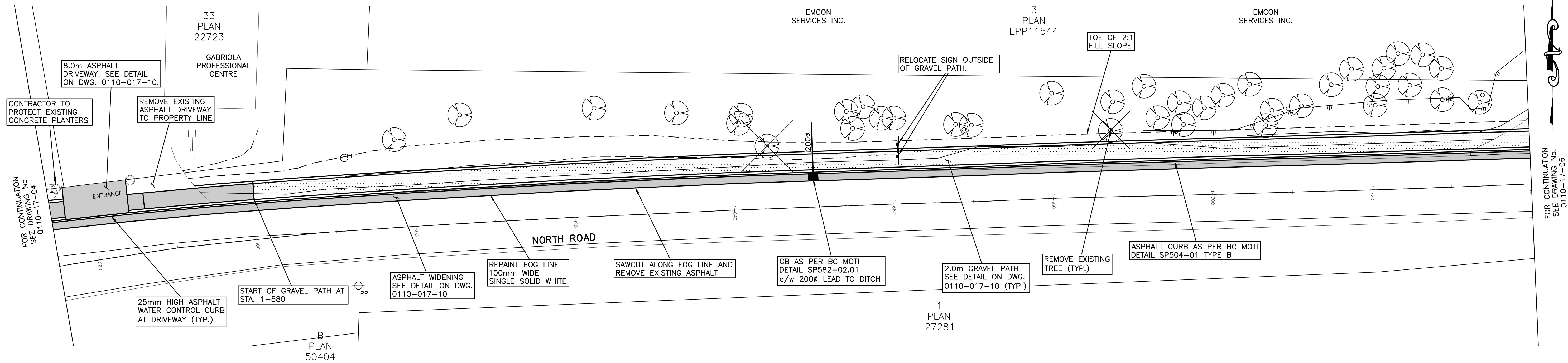


0110-017-01	REV06	SITE PLAN
0110-017-02	REV06	NORTH ROAD - STATION 1+000 - 1+185
0110-017-03	REV06	NORTH ROAD - STATION 1+185 - 1+370
0110-017-04	REV06	NORTH ROAD - STATION 1+370 - 1+555
0110-017-05	REV06	NORTH ROAD - STATION 1+555 - 1+740
0110-017-06	REV06	NORTH ROAD - STATION 1+740 - 1+925
0110-017-07	REV06	NORTH ROAD - STATION 1+925 - 2+120
0110-017-08	REV06	NORTH ROAD - STATION 2+120 - 2+295
0110-017-09	REV06	NORTH ROAD - STATION 2+295 - 2+460
0110-017-10	REV04	TYPICAL DETAILS

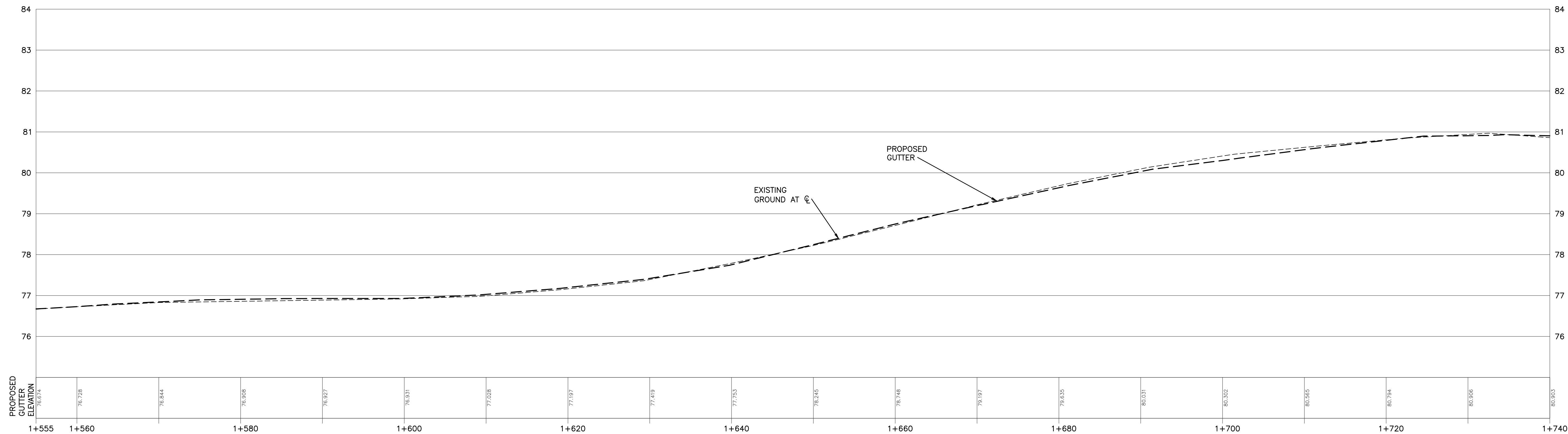


Rev. No.	DATE	BY	REVISION DESCRIPTION	ENG	LEGEND				SITE LEGAL DESCRIPTION		ENGINEER'S SEAL	DESIGN	CLIENT NAME	DRAWING TITLE			
00	10/03/18	KA	SUBMITTED TO RDN FOR REVIEW - NOT FOR CONSTRUCTION	NBT	PROPPROP	EXIST.	PROPPROP	EXIST.	ROAD RIGHT OF WAY ON NORTH ROAD FROM SOUTH ROAD INTERSECTION TO TIN CAN ALLEY ON GABRIOLA ISLAND			NBT	REGIONAL DISTRICT OF NANAIMO	SITE PLAN			
01	10/10/18	KA	REVISED PATH ALIGNMENT - NOT FOR CONSTRUCTION	NBT	---	---	---	---									
02	01/14/19	KA	BC MOTI COMMENTS ADDRESSED - NOT FOR CONSTRUCTION	NBT	---	---	---	---									
03	01/25/19	KA	RDN COMMENTS ADDRESSED - NOT FOR CONSTRUCTION	NBT	---	---	---	---									
04	08/08/19	KA	BC MOTI COMMENTS ADDRESSED - NOT FOR CONSTRUCTION	NBT	---	---	---	---	BENCHMARK DESCRIPTION ELEVATION DATUM IS GEODETIC AND IS DERIVED FROM GNSS MEASUREMENTS MADE TO GEODETIC CONTROL MONUMENT 946707 LOCATED AT THE END OF BERRY POINT ROAD ON GABRIOLA ISLAND. MONUMENT ELEVATION = 3,344m			NBT	PROJECT NAME	VILLAGE WAY			
05	09/19/19	HL	RDN COMMENTS ADDRESSED - NOT FOR CONSTRUCTION	NBT	---	---	---	---									
06	06/05/20	bh	ISSUED FOR APPROVAL - NOT FOR CONSTRUCTION	NBT	---	---	---	---	HORIZONTAL SCALE 1:2000		VERTICAL SCALE		PROJECT No. 0110-017	DRAWING No. 01	REVISION No. 06	RDN PLAN FILE No.	

6.4.2020 P:\NUTC4\0110-017-01-017 NORTH ROAD, GABRIOLA ISLAND\0110-017.DWG REV05



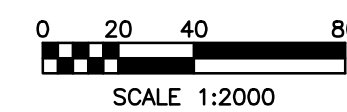
FOR CONTINUATION
SEE DRAWING No.
0110-017-06



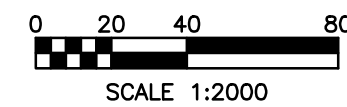
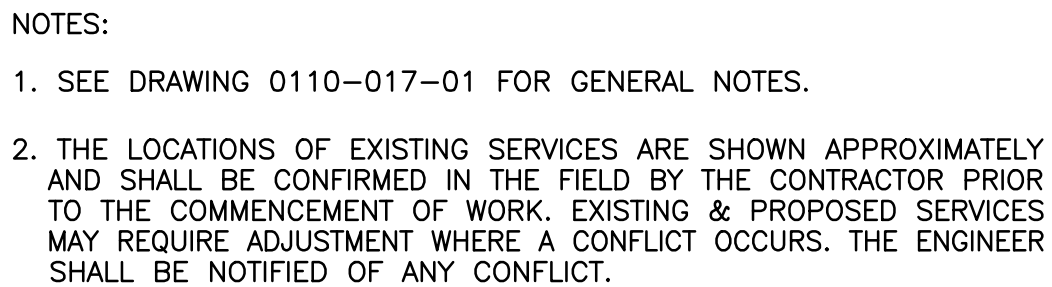
NOTES:
1. SEE DRAWING 0110-017-01 FOR GENERAL NOTES.

2. THE LOCATIONS OF EXISTING SERVICES ARE SHOWN APPROXIMATELY AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF WORK. EXISTING & PROPOSED SERVICES MAY REQUIRE ADJUSTMENT WHERE A CONFLICT OCCURS. THE ENGINEER SHALL BE NOTIFIED OF ANY CONFLICT.

PRELIMINARY
NOT FOR CONSTRUCTION

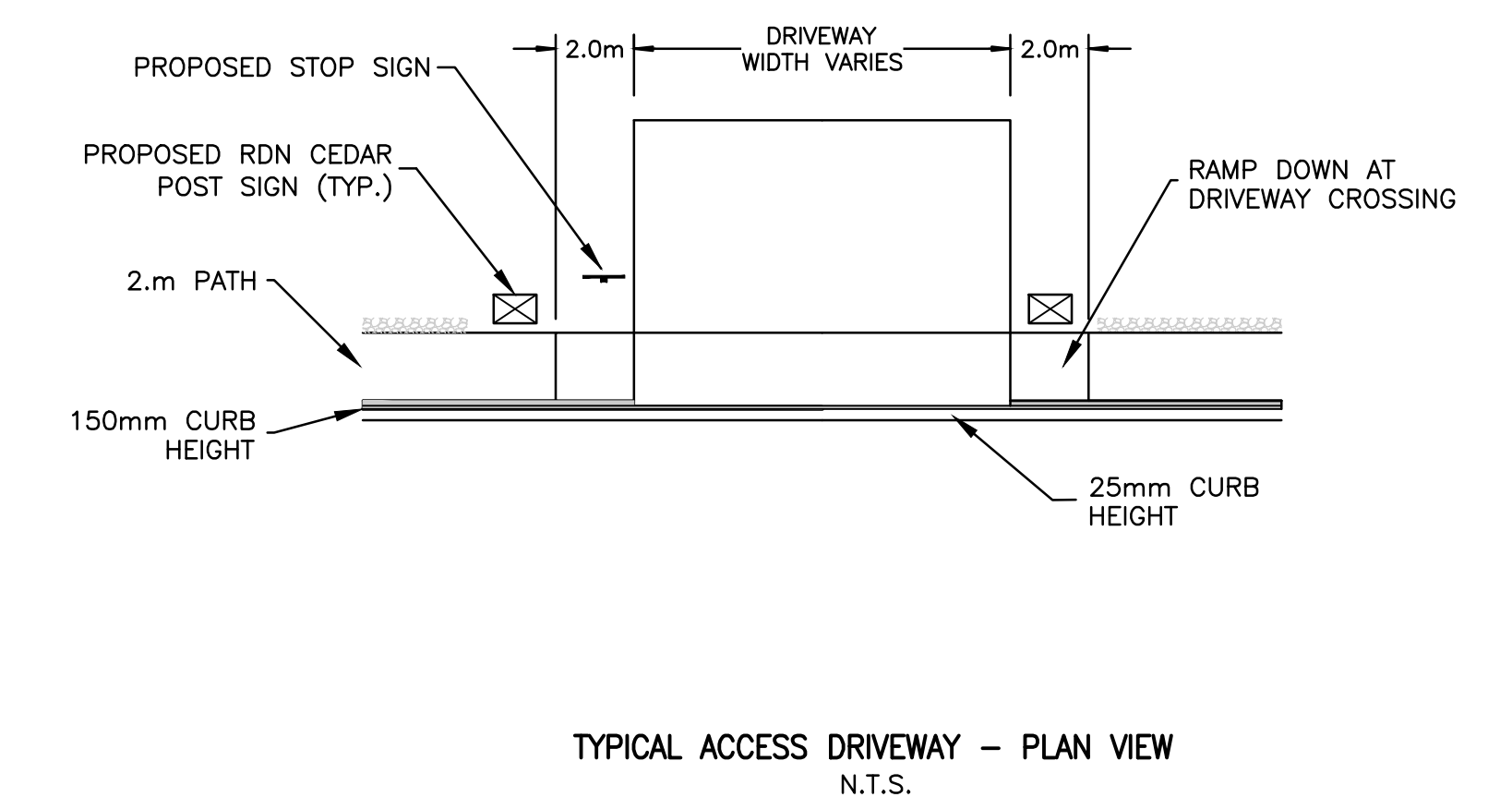
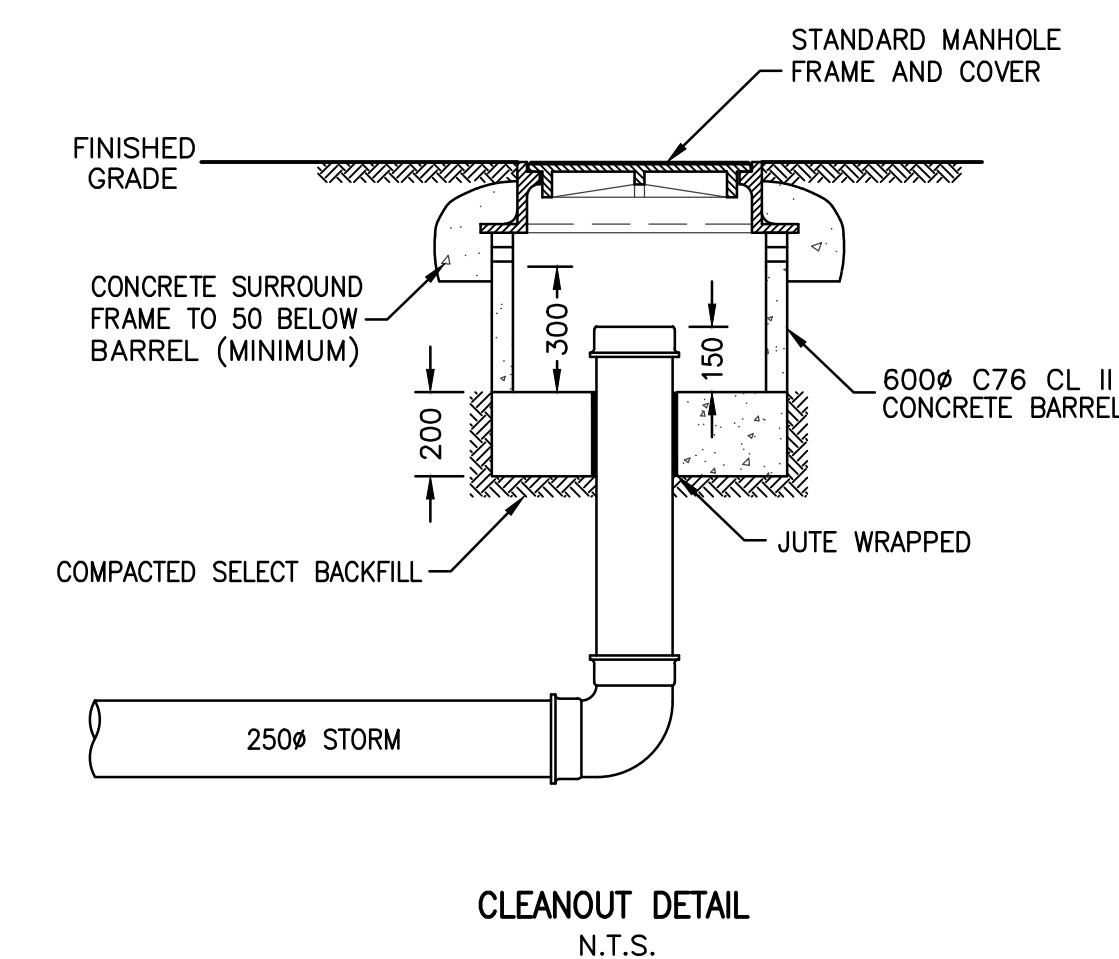
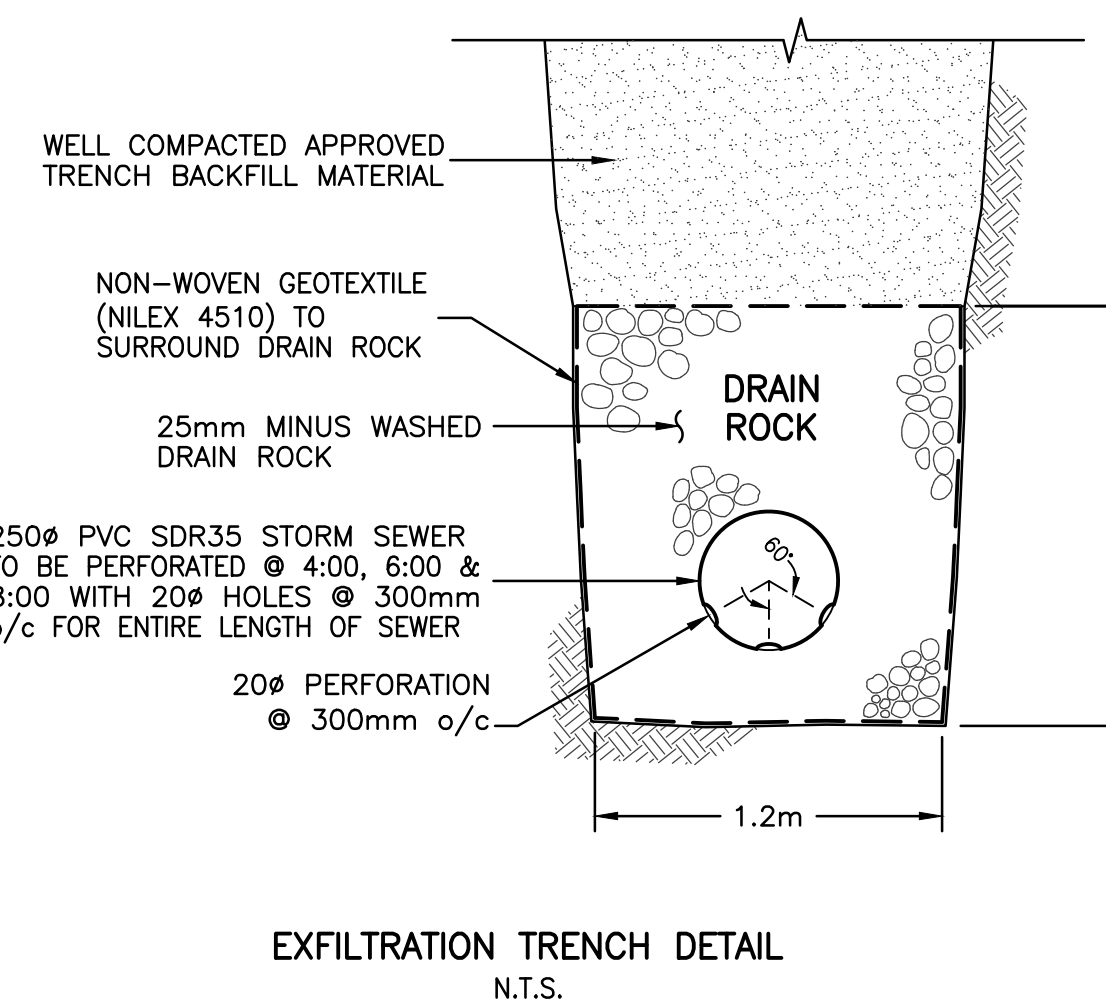
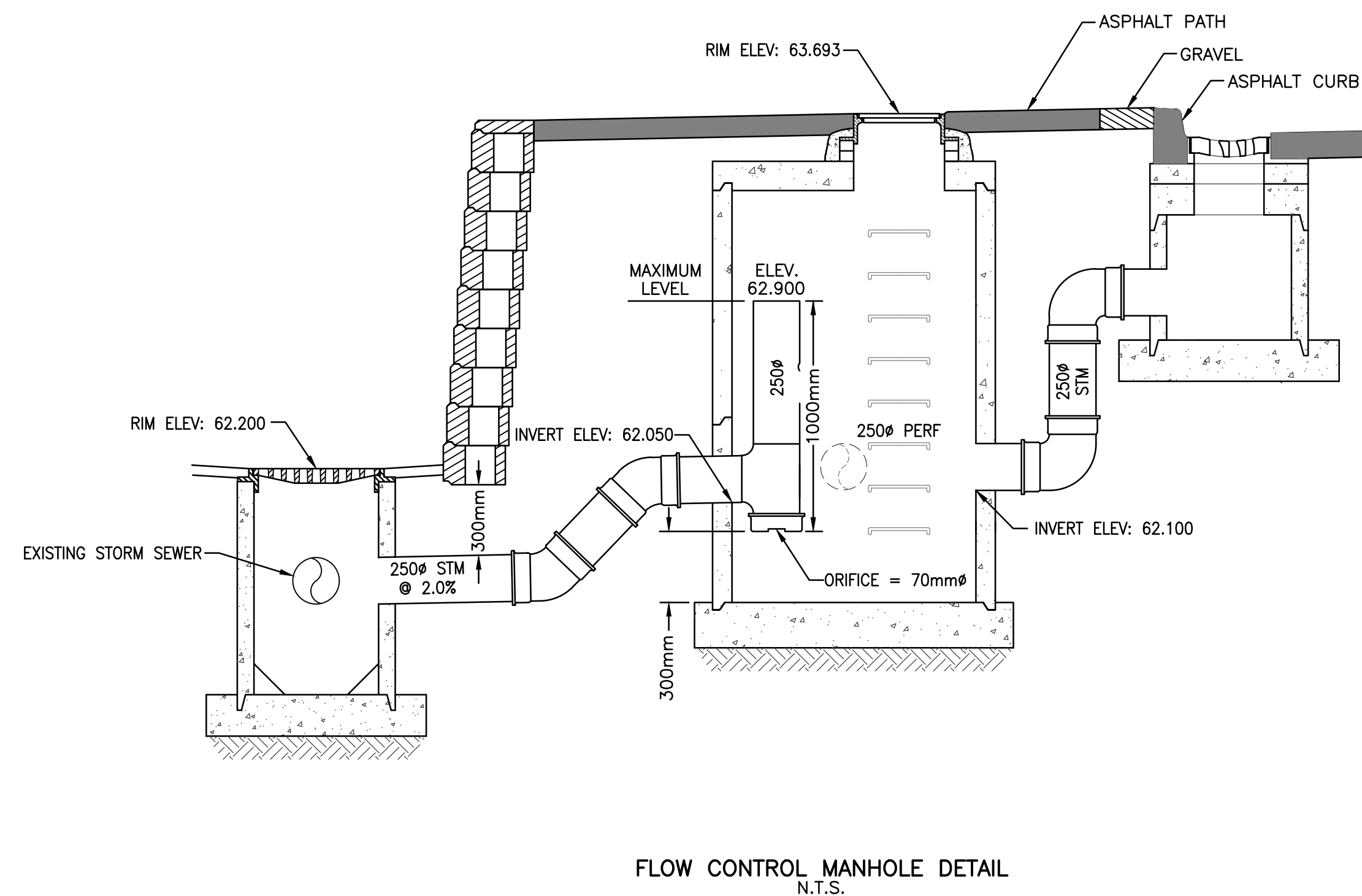
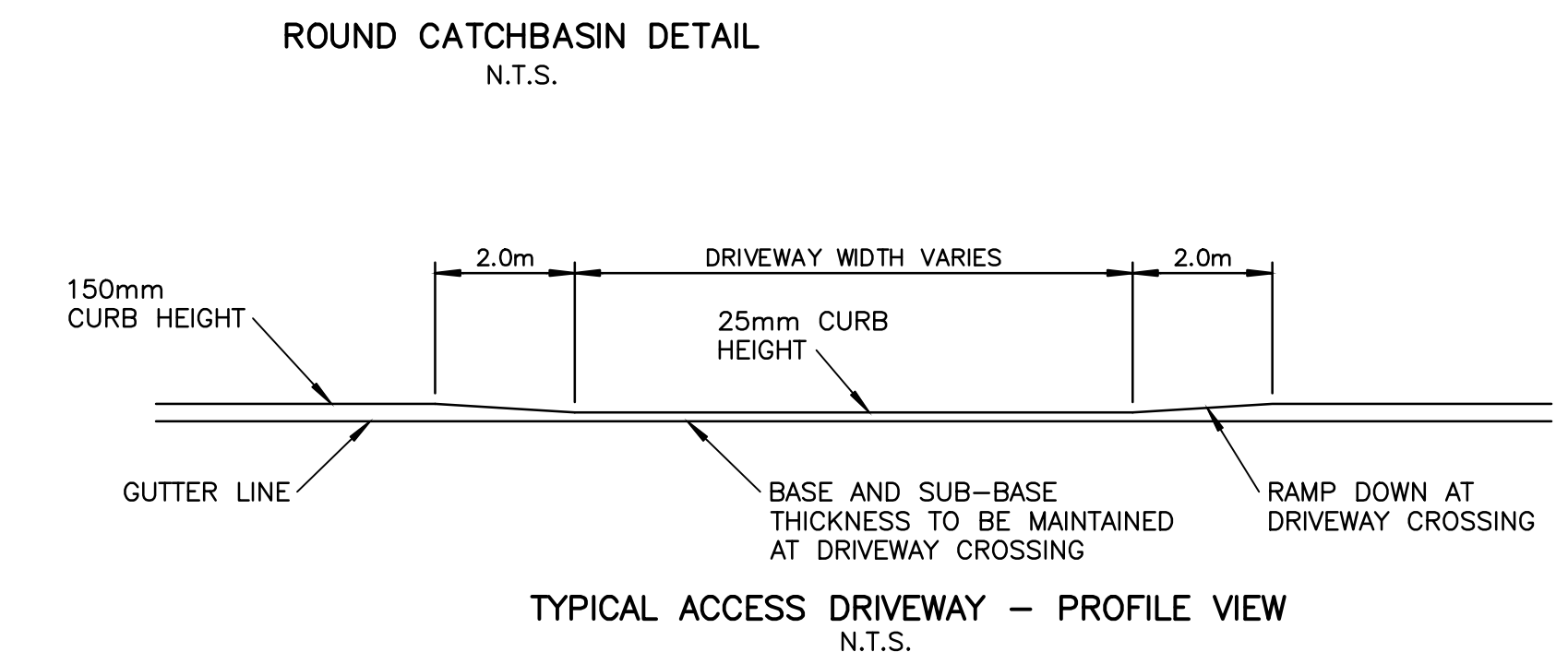
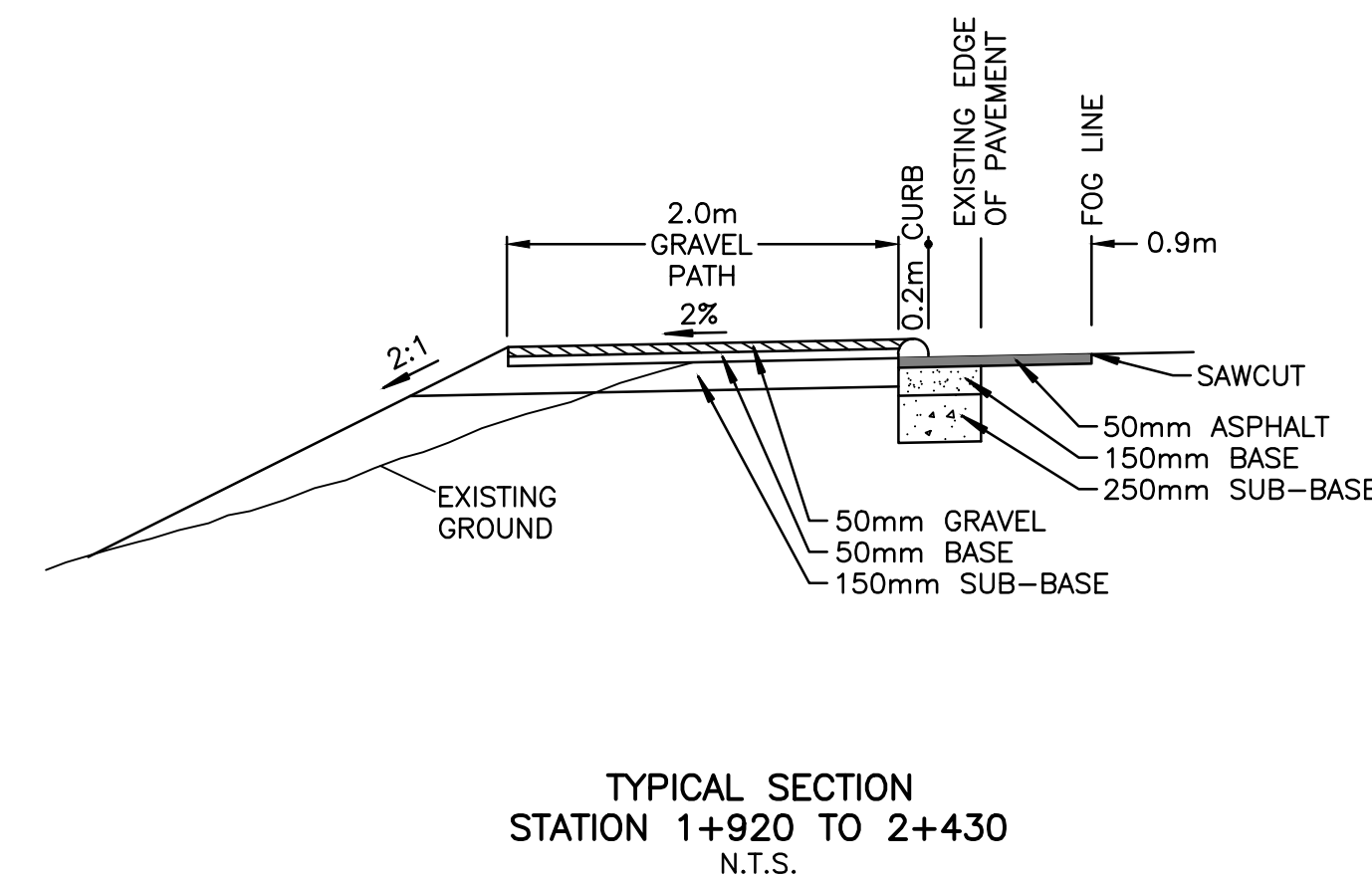
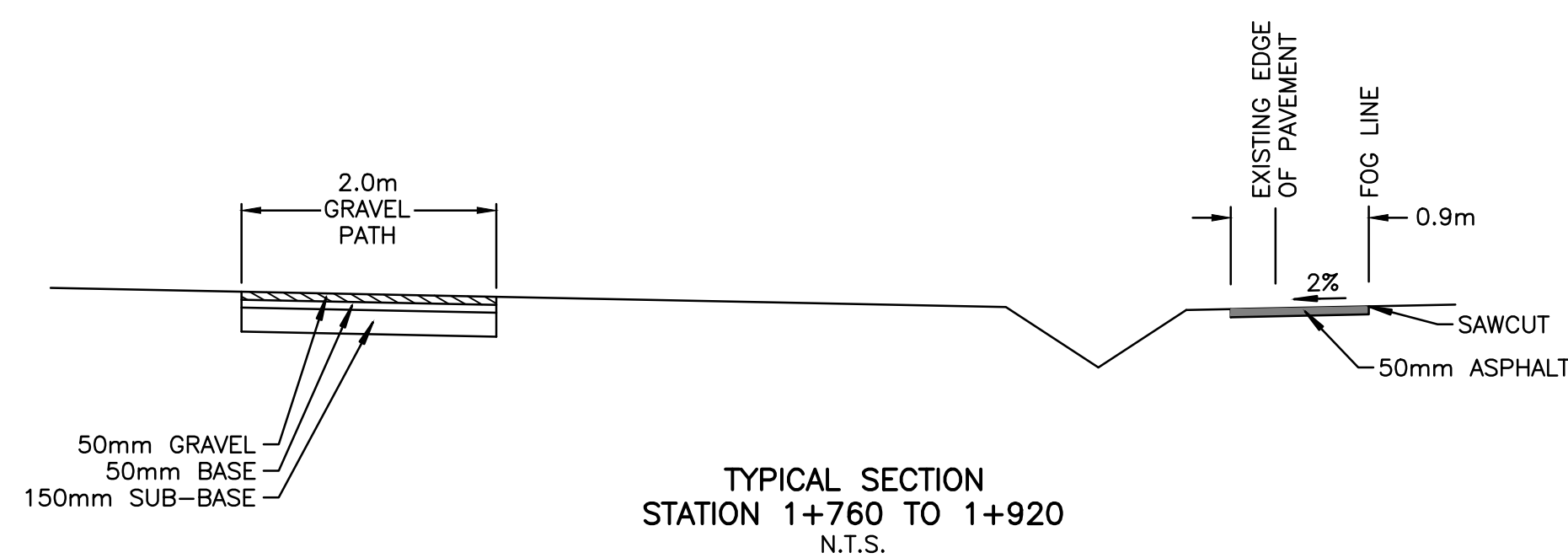
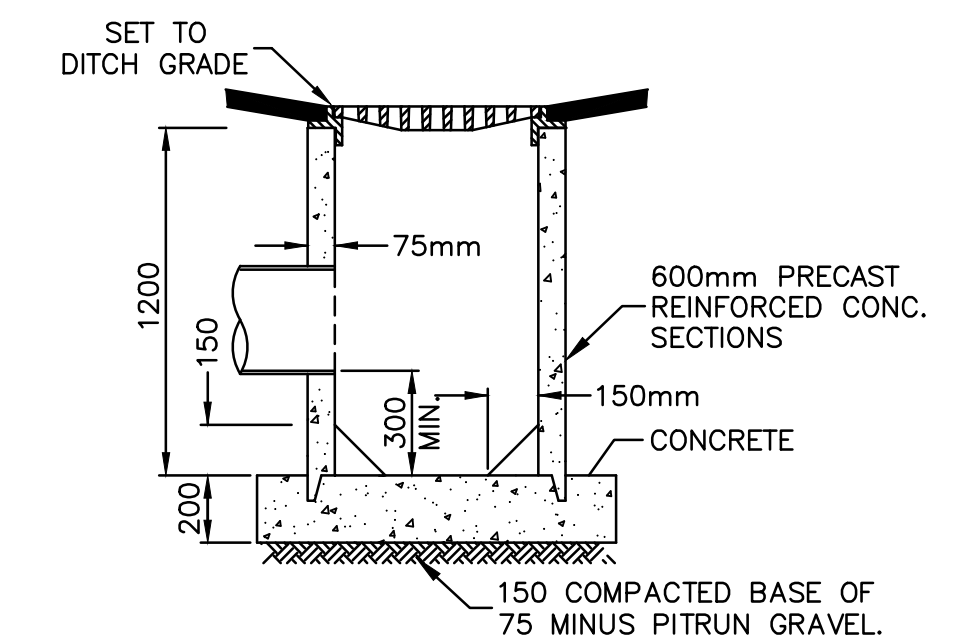
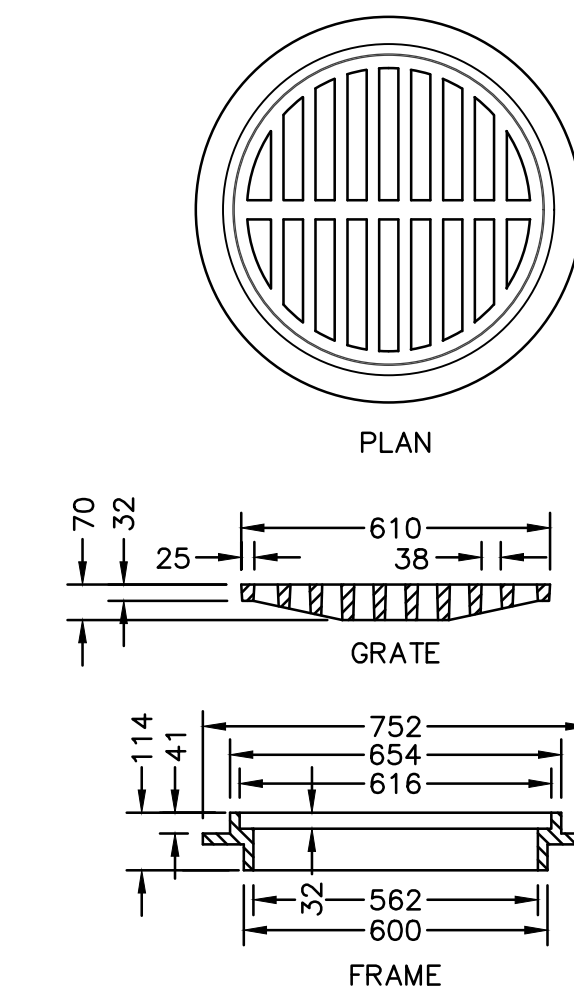
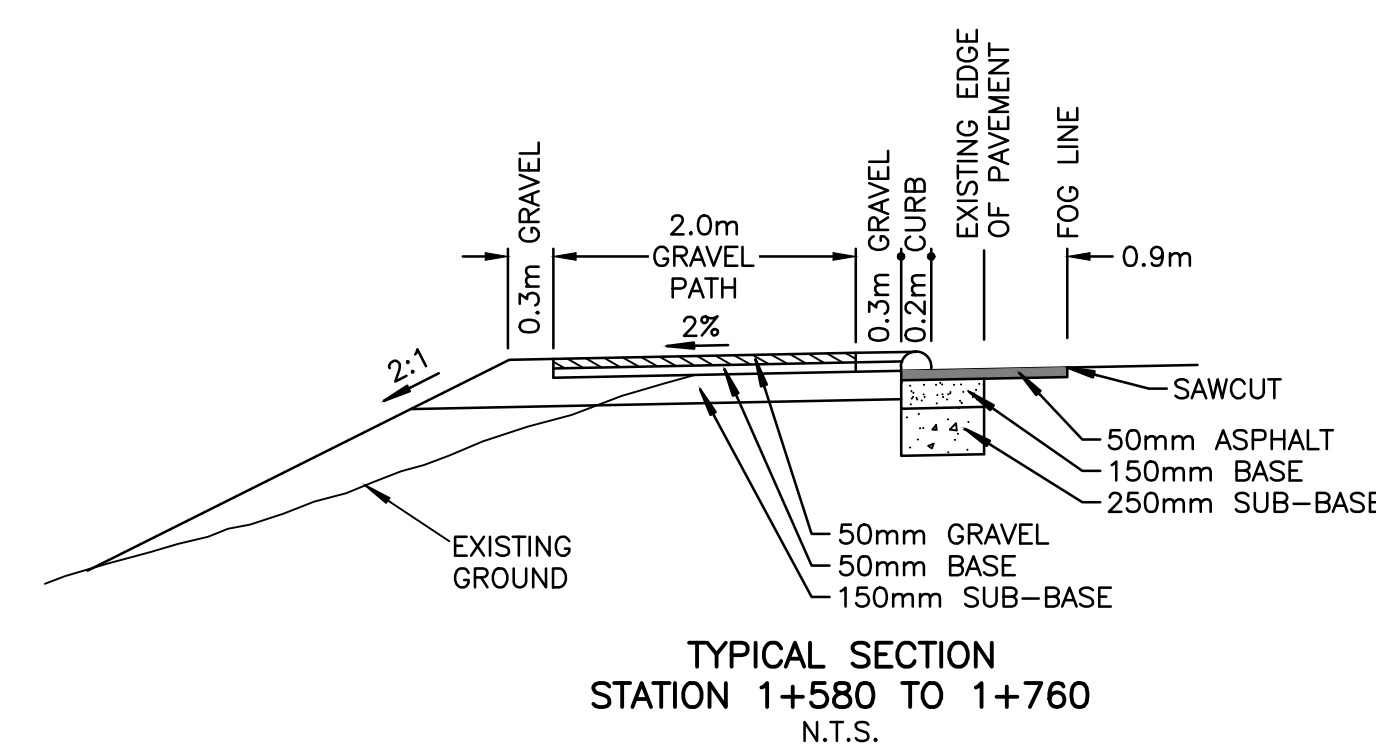
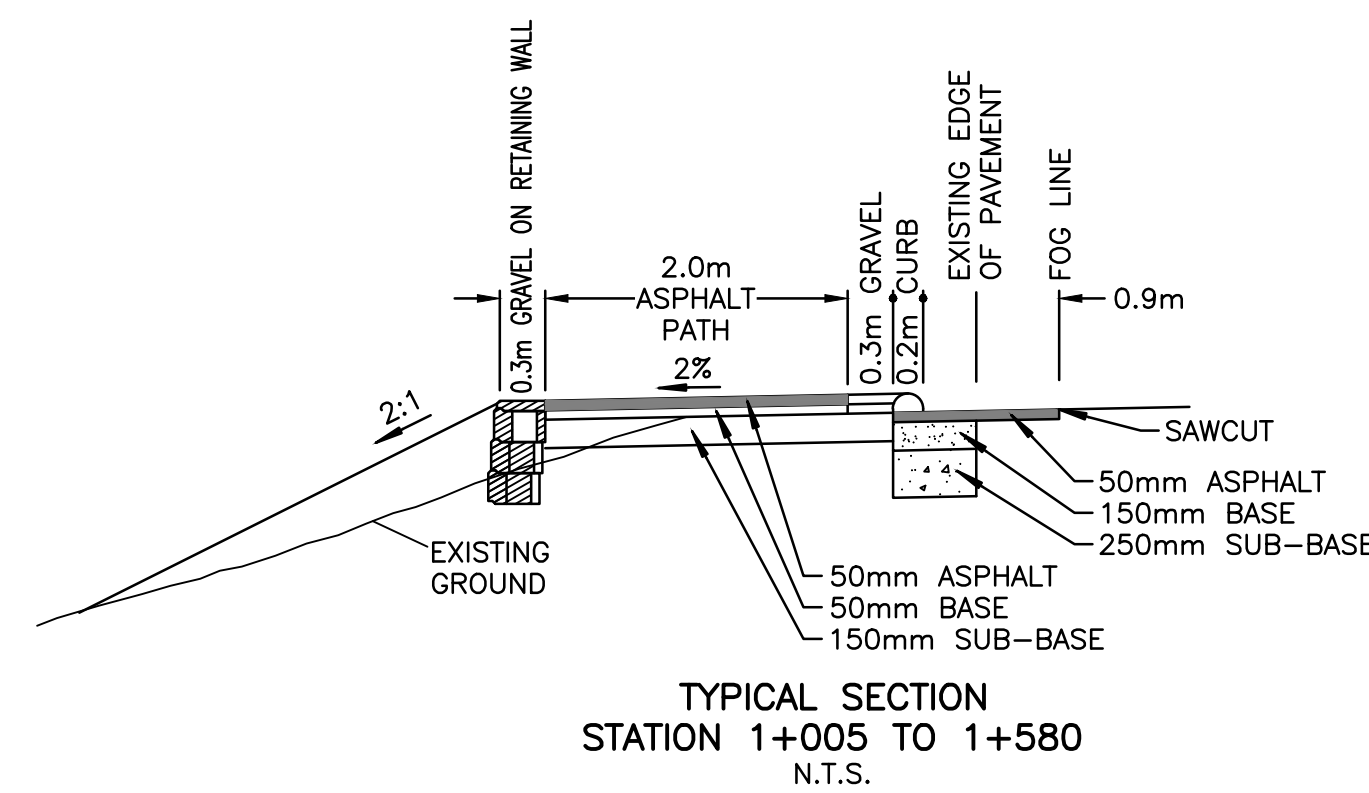


Rev. No.	DATE	BY	REVISION DESCRIPTION	ENG	LEGEND				SITE LEGAL DESCRIPTION		ENGINEER'S SEAL	DESIGN	CLIENT NAME	DRAWING TITLE							
00	10/03/18	KA	SUBMITTED TO RDN FOR REVIEW - NOT FOR CONSTRUCTION	NBT	PROP.	EXIST.	PROP.	EXIST.	ROAD RIGHT OF WAY ON NORTH ROAD FROM SOUTH ROAD INTERSECTION TO TIN CAN ALLEY ON GABRIOLA ISLAND		<div>NEWCASTLE ENGINEERING LTD.</div>	NBT	REGIONAL DISTRICT OF NANAIMO	NORTH ROAD STATION 1+555 - 1+740							
01	10/10/18	KA	REVISED PATH ALIGNMENT - NOT FOR CONSTRUCTION	NBT	---	---	---	---													
02	01/14/19	KA	BC MOTI COMMENTS ADDRESSED - NOT FOR CONSTRUCTION	NBT	---	---	---	---	BENCHMARK DESCRIPTION		KA	PROJECT NAME		VILLAGE WAY							
03	01/25/19	KA	RDN COMMENTS ADDRESSED - NOT FOR CONSTRUCTION	NBT	---	---	---	---	ELEVATION DATUM IS GEODETIC AND IS DERIVED FROM GNSS MEASUREMENTS MADE TO GEODETIC CONTROL MONUMENT 946707 LOCATED AT THE END OF BERRY POINT ROAD ON GABRIOLA ISLAND. MONUMENT ELEVATION = 3.344m		NBT							PLOT DATE 06-05-20	PROJECT No. 0110-017		
04	08/08/19	KA	BC MOTI COMMENTS ADDRESSED - NOT FOR CONSTRUCTION	NBT	---	---	---	---			PRINT DATE		DRAWING No. 05								
05	09/19/19	HL	RDN COMMENTS ADDRESSED - NOT FOR CONSTRUCTION	NBT	---	---	---	---			HORIZONTAL SCALE 1:250	VERTICAL SCALE 1:50					REVISION No. 06				
06	06/05/20	dh	ISSUED FOR APPROVAL - NOT FOR CONSTRUCTION	NBT	---	---	---	---					RDN PLAN FILE No.								



6.4.2020 P:\AUTOCAD\0100\0110-017 NORTH ROAD, GABRIOLA ISLAND\0110-017 DSA REV05






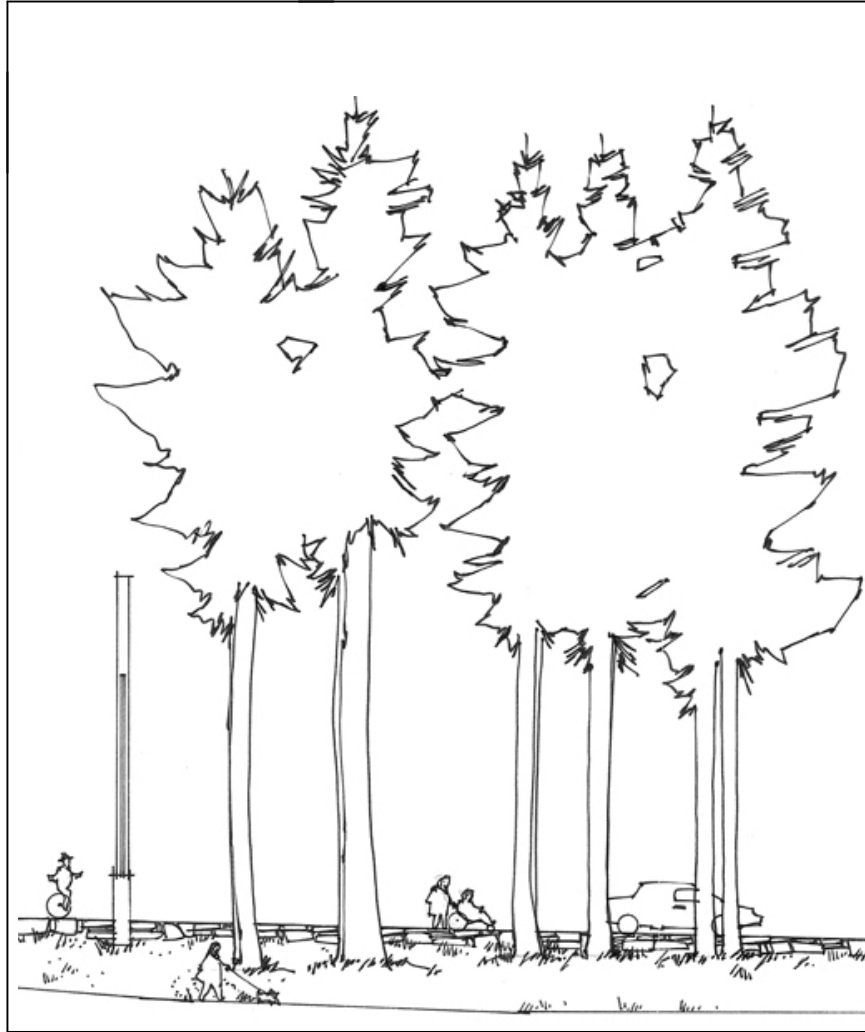
NOTES:

1. SEE DRAWING 0110-017-01 FOR GENERAL NOTES.
2. THE LOCATIONS OF EXISTING SERVICES ARE SHOWN APPROXIMATELY AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF WORK. EXISTING & PROPOSED SERVICES MAY REQUIRE ADJUSTMENT WHERE A CONFLICT OCCURS. THE ENGINEER SHALL BE NOTIFIED OF ANY CONFLICT.

PRELIMINARY
NOT FOR CONSTRUCTION

Rev. No.	DATE	BY	REVISION DESCRIPTION	ENG	LEGEND				SITE LEGAL DESCRIPTION	ENGINEER'S SEAL	DESIGN	CLIENT NAME	DRAWING TITLE						
00	01/14/19	KA	SUBMITTED TO RDN FOR REVIEW - NOT FOR CONSTRUCTION	NBT	PROP.	EXIST.	PROP.	EXIST.	ROAD RIGHT OF WAY ON NORTH ROAD FROM SOUTH ROAD INTERSECTION TO TIN CAN ALLEY ON GABRIOLA ISLAND		NBT	REGIONAL DISTRICT OF NANAIMO	PROJECT NAME VILLAGE WAY	DRAWING TITLE TYPICAL DETAILS	PROJECT No. 0110-017	DRAWING No. 10	REVISION No. 04	RDN PLAN FILE No.	
01	01/25/19	KA	RDN COMMENTS ADDRESSED - NOT FOR CONSTRUCTION	NBT	---	---	---	---			DRAWN								KA
02	08/08/19	KA	BC MOTI COMMENTS ADDRESSED - NOT FOR CONSTRUCTION	NBT	---	---	---	---			CHECKED								NBT
03	09/19/19	HL	RDN COMMENTS ADDRESSED - NOT FOR CONSTRUCTION	NBT	---	---	---	---			PLOT DATE								06-05-20
04	06/05/20	bh	ISSUED FOR APPROVAL - NOT FOR CONSTRUCTION	NBT	---	---	---	---			PRINT DATE								
					--- WATERMAIN --- --- STORM SEWER --- --- SANITARY SEWER --- --- GAS MAIN --- --- ELECTRICAL DUCT --- --- INLET/OUTLET HEADWALL --- --- DITCH INLET/OUTLET --- --- SWALE --- --- EDGE OF PAVEMENT --- --- VALVE BOX --- --- LIMIT OF CONSTRUCTION ---				BENCHMARK DESCRIPTION ELEVATION DATUM IS GEODETIC AND IS DERIVED FROM GNSS MEASUREMENTS MADE TO GEODETIC CONTROL MONUMENT 946707 LOCATED AT THE END OF BERRY POINT ROAD ON GABRIOLA ISLAND. MONUMENT ELEVATION = 3.344m				HORIZONTAL SCALE 1:250	VERTICAL SCALE 1:50					

Gabriola Village Way



Arborist Report

prepared for

Joan Michel

Parks & Trails Coordinator, Recreation & Parks
Regional District of Nanaimo

T O P O G R A P H I C S

November 30, 2015

Arborist Report: Gabriola Village Way.

We are pleased to provide a tree report to accompany the plans for the Gabriola Village Way. Careful route selection has enabled the retention of most existing trees while 12 require removal to accommodate the Village Way construction.

The following report describes the trees to be removed. Key plans are also included as an appendix.

Prepared by:

Topographics Landscape Architecture
Laura-Jean Kelly, Jeff Reitkirk: Island Arborist
2434 Islands View Drive
Gabriola, BC V0R 1X7

Email: laura-jean@topographics.ca
Phone: 250 247 9720

Description of Work: The Gabriola Village Way is a roadside walkway that will be constructed through the village core on Gabriola Island on the north side of North Road from South Road to Tin Can Alley. Trees that are identified below will need to be removed to make way for the construction of the trail. This report accompanies the November 12th drawing set for the Village Way.

Scope of Work: To identify trees that will be negatively impacted by the construction of the trail. De-limbed boles of cut trees will be left on MoTI right of way. Laura-Jean Kelly and Jeff Reitkirk located and inspected the trees on August 27th 2015.

Trees Identified for Removal:

Tree #1

Plan # LA-01 Location: MoTI ROW / Madrona West

Species: *Pseudotsuga menziesii* ssp *menziesii* – Coastal Douglas fir

Height/DBH: 15.75 metre, 0.5 metre

Recommendations: Remove tree. Tree roots compromised by grading and location of the proposed sidewalk. English Ivy to be disposed of and not chipped or left on site.



Tree #1

Tree #2

Plan # LA-08 / MoTI ROW / Emcon

Species: *Pseudotsuga menziesii* ssp *menziesii* – Coastal Douglas fir

Height/DBH: 32.1 metre, 0.8 metre

Recommendations: Remove tree. Tree roots compromised by grading and location of the proposed sidewalk. Leave standing stump in place for habitat, to 4 metre height.



Tree #2

Tree #3

Plan # LA-09 / M0TI ROW / Emcon

Species: *Pseudotsuga menziesii* ssp *menziesii* – Coastal Douglas fir

Height/DBH: 22.25 metre, 0.5 metre

Recommendations: Remove tree. Tree roots compromised by grading and location of the proposed sidewalk.



Tree #3

At the elementary school site, 9 Douglas firs are designated for falling. These trees should be left on site in 4 metre lengths. Refer to detail 6/LA 25 for the walkway's timber edge assembly.

Tree #4, #5, #6

Plan # LA-10 / MoTI ROW / Elementary School

Species: *Pseudotsuga menziesii* ssp *menziesii* – Coastal Douglas fir

Height/DBH: 18 metre, 0.25 metre

Species: *Pseudotsuga menziesii* ssp *menziesii* – Coastal Douglas fir

Height/DBH: 15 metre, 0.25 metre

Species: *Pseudotsuga menziesii* ssp *menziesii* – Coastal Douglas fir

Height/DBH: 15 metre, 0.25 metre

Recommendations: Remove trees noted for path location. Removal will not affect stand integrity. Remove trees during school holidays.



Trees # 4,#5,#6

Tree #7,#8,#9,#10, #11.

Plan # LA-10 / MoTI ROW / Elementary School

#7. Species: *Pseudotsuga menziesii* ssp *menziesii* – Coastal Douglas fir
Height/DBH: 16.8 metre, 0.25 metre

#8. Species: *Pseudotsuga menziesii* ssp *menziesii* – Coastal Douglas fir
Height/DBH: 14.2 metre, 0.25 metre

#9. Species: *Pseudotsuga menziesii* ssp *menziesii* – Coastal Douglas fir
Height/DBH: 21.42 metre, 0.25 metre

#10. Species: *Pseudotsuga menziesii* ssp *menziesii* – Coastal Douglas fir
Height/DBH: 21.42 metre, 0.3 metre

#11. Species: *Pseudotsuga menziesii* ssp *menziesii* – Coastal Douglas fir
Height/DBH: 17.25 metre, 0.25 metre

Recommendations: Remove trees noted for path location. Removal will not affect stand integrity. Remove trees during school holidays.



Trees #7,8,9



Tree #10

#11. Species: *Pseudotsuga menziesii* ssp *menziesii* – Coastal Douglas fir
Height/DBH: 17.25 metre, 0.25 metre



Tree #11

Tree #12,
Plan # LA-11 / MoTI ROW / Elementary School
Recommendations: Remove trees noted for path location. Removal will not affect stand integrity. Remove trees during school holidays.

#12. Species: *Pseudotsuga menziesii* ssp *menziesii* – Coastal Douglas fir
Height/DBH: 17 metre, 0.35 metre



Tree #12

G a b r i o l a V i l l a g e W a y

Approximately 50 unsurveyed Douglas fir saplings and understorey will need to be removed. Remove trees within 2 metres of the trail. Recommendations: remove saplings and understorey as required.

Plan # LA-13 / LA-14 MoTI ROW / Retirement Village Street view
Retain trees as possible. Saplings are not surveyed and not merchantable timber.



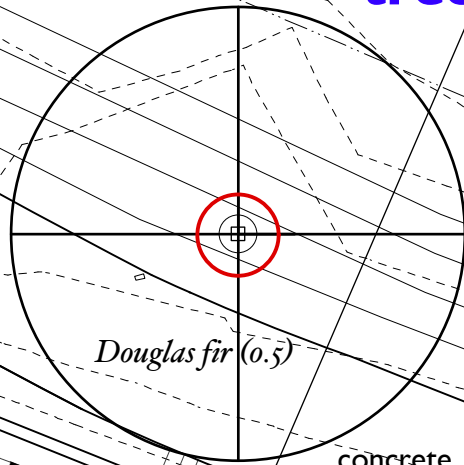
Sapling trees and underbrush to be removed as required.

MATCH



Sawcut existing concrete
at property line by others (NIC)

tree #1



Douglas fir (0.5)

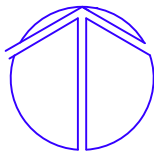
concrete

NON MOUNTABLE CURB

63.75

20%

concrete pavers



November 30, 2015

Gabriola Village Way

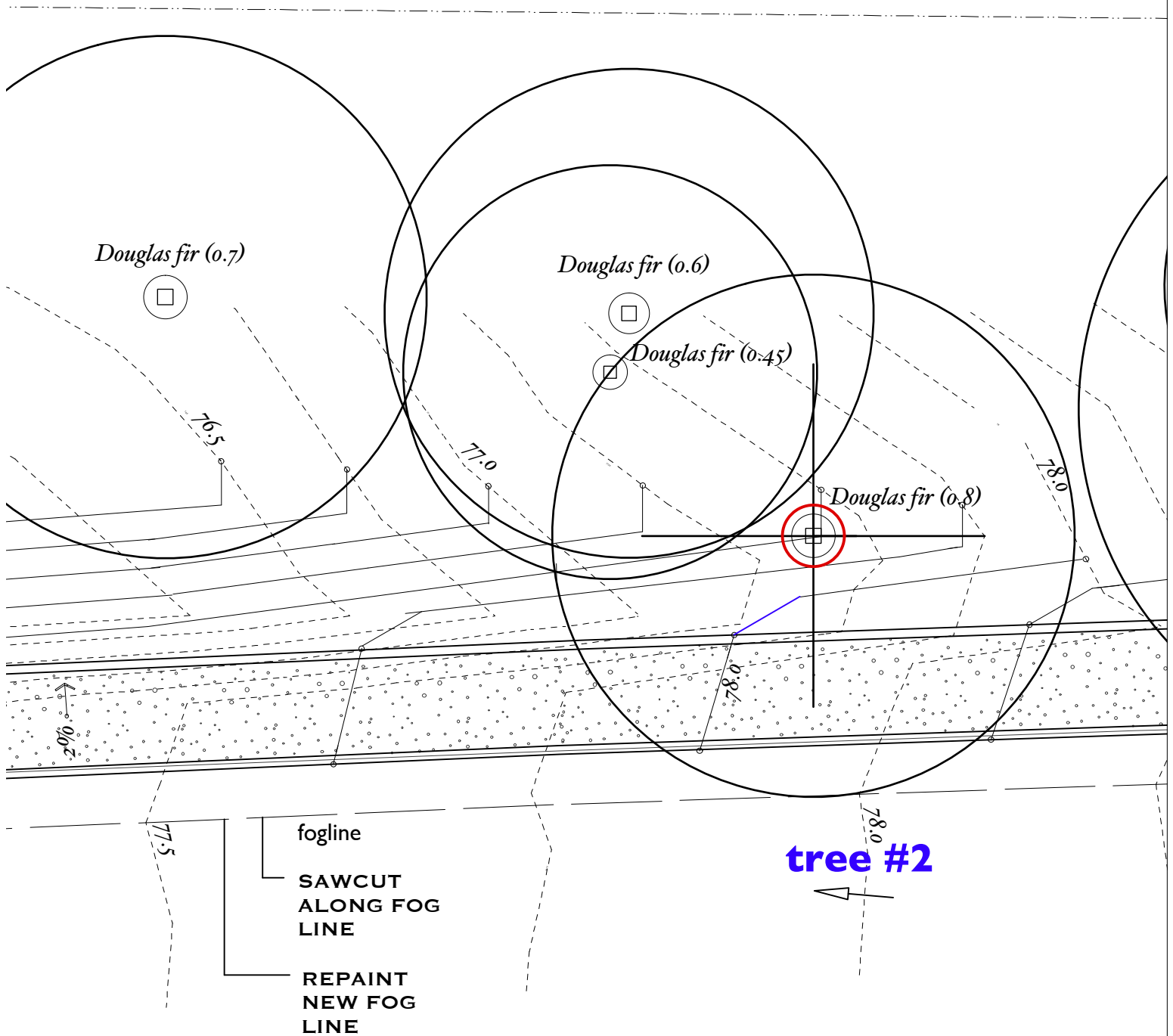
Tree Plan a

(Partial Plan of LA-01)

Scale 1:100

TOPOGRAPHICS

emcon



November 30, 2015

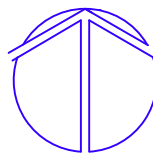
Gabriola Village Way

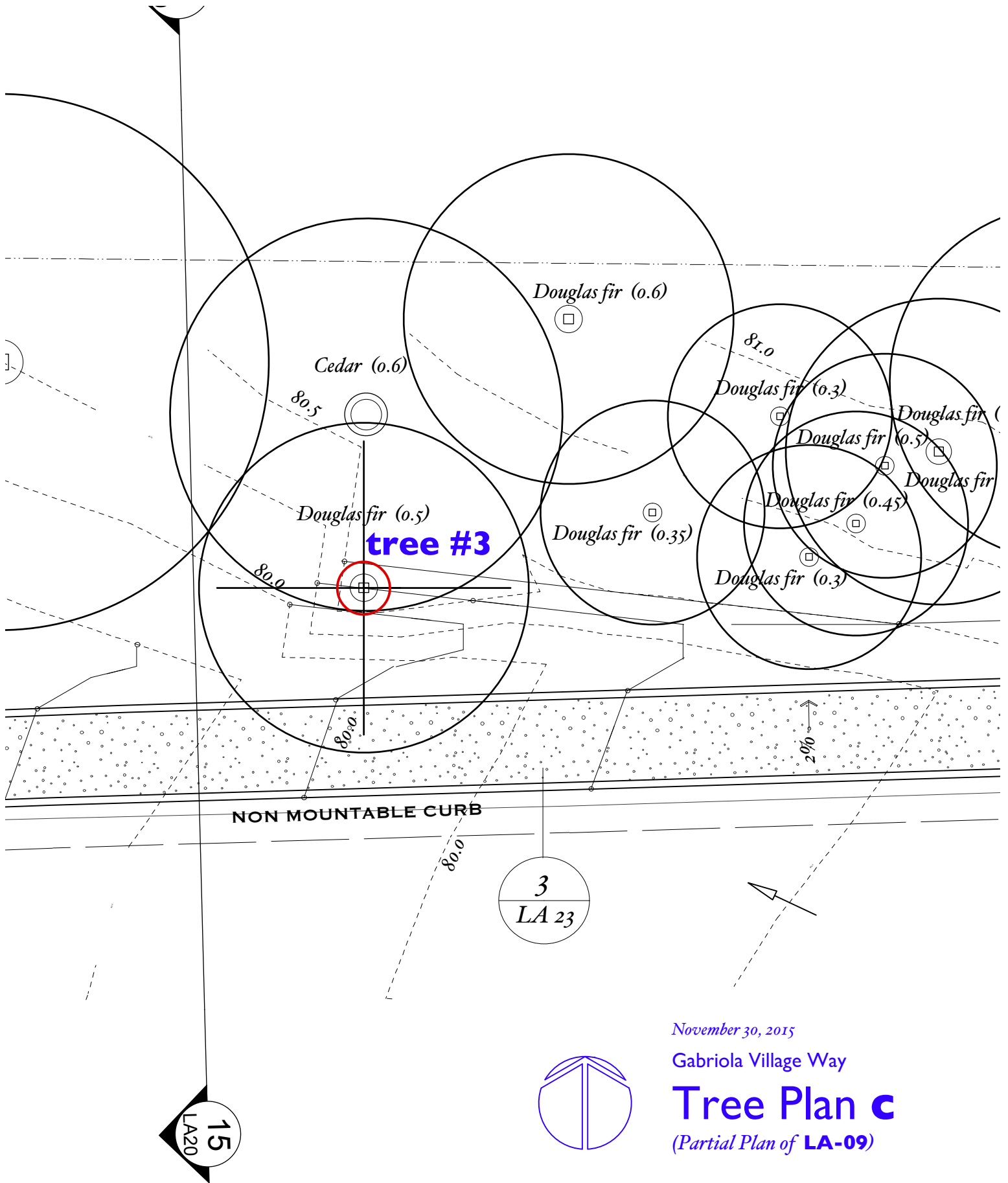
Tree Plan **b**

(Partial Plan of **LA-08**)

Scale 1:100

TOPOGRAPHICS





November 30, 2015

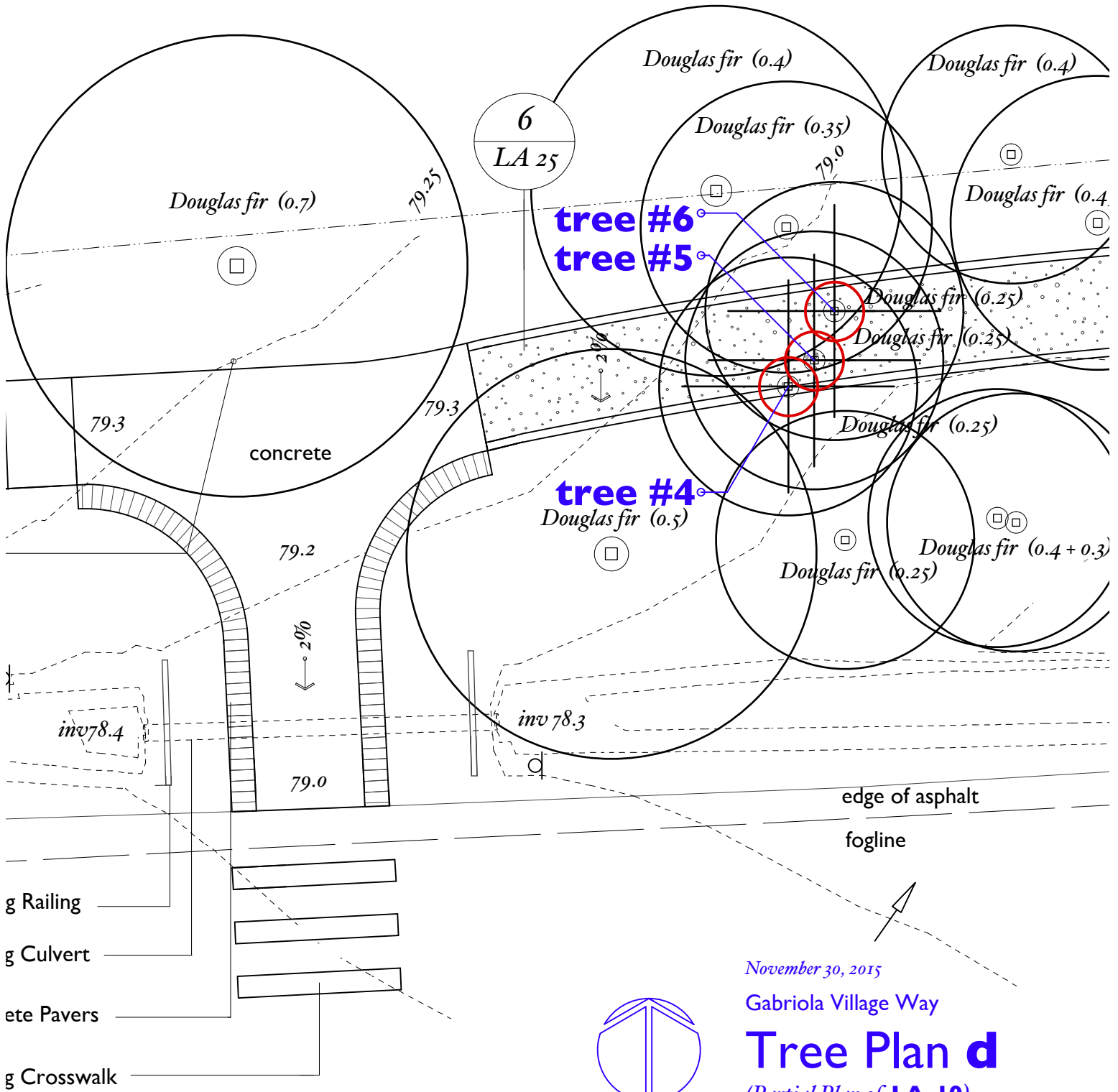
Gabriola Village Way

Tree Plan C

(Partial Plan of LA-09)

Scale 1:100

TOPOGRAPHICS



November 30, 2015

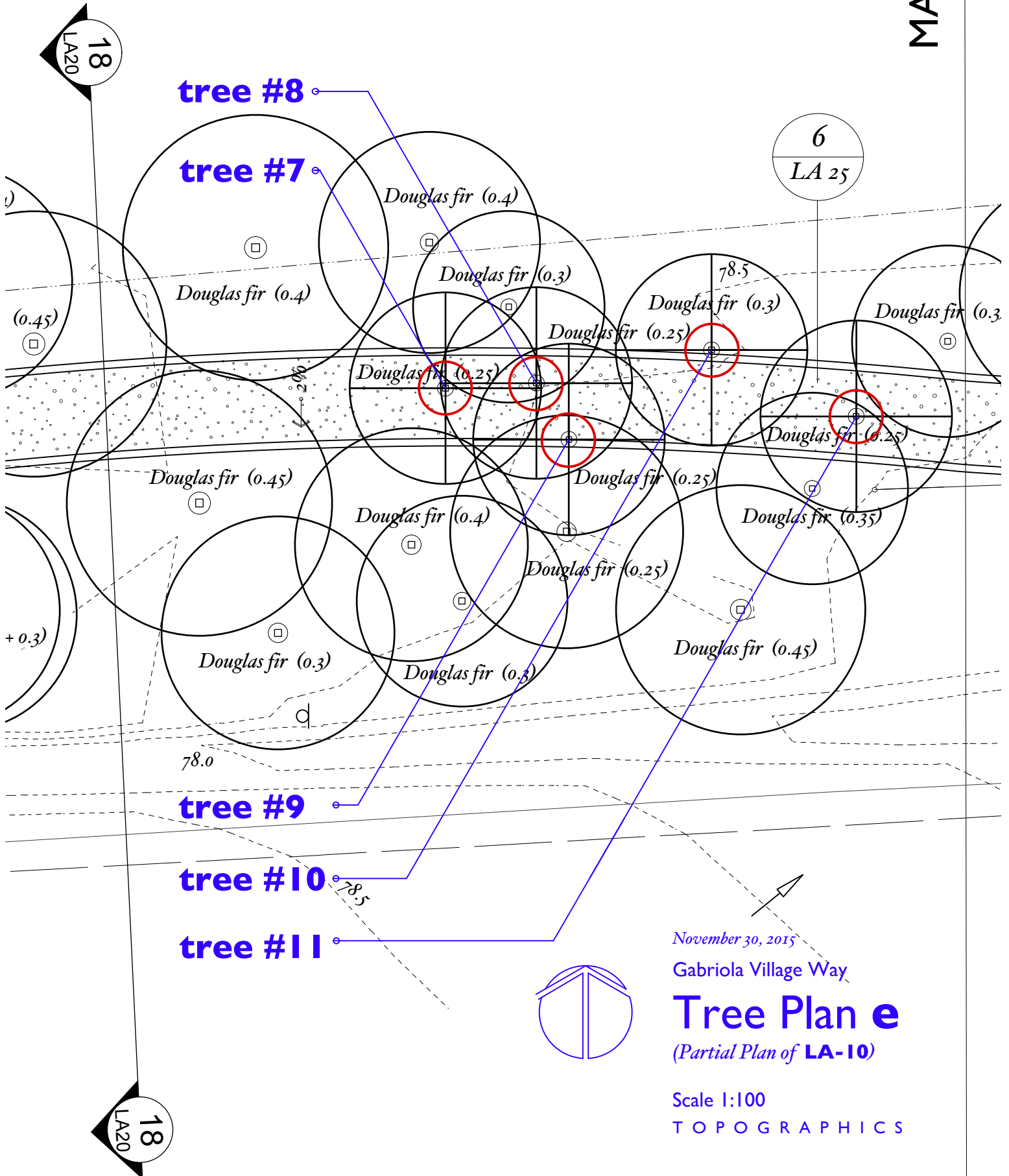
Gabriola Village Way

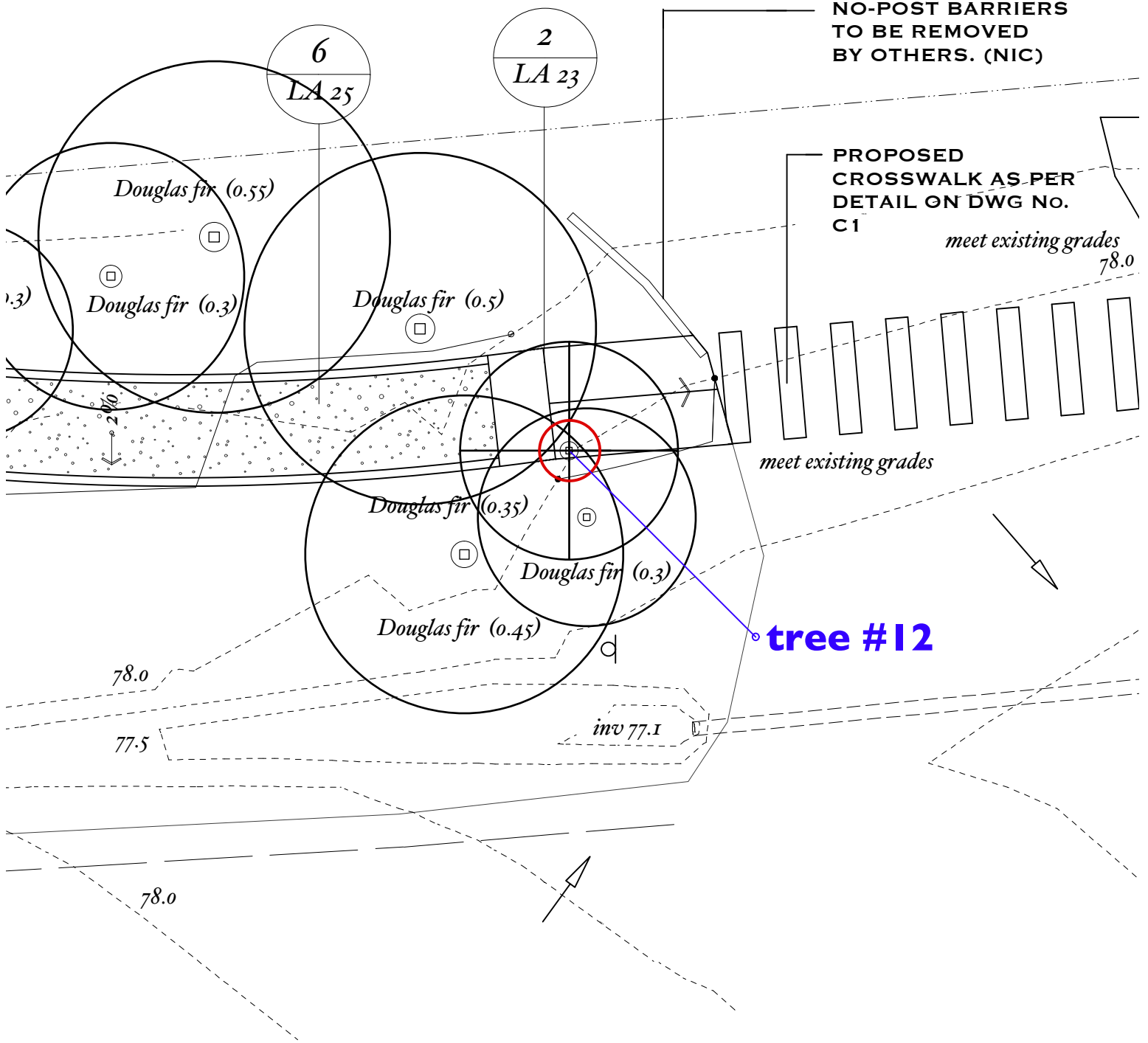
Tree Plan d

(Partial Plan of LA-10)

Scale 1:100

TOPOGRAPHICS





November 30, 2015

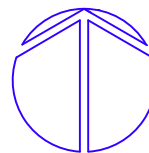
Gabriola Village Way

Tree Plan f

(Partial Plan of LA-11)

Scale 1:100

TOPOGRAPHICS





Lewkowich Engineering Associates Ltd.
geotechnical • health, safety & environmental • materials testing

Regional District of Nanaimo
c/o Newcastle Engineering Ltd.
4 – 3179 Barons Road
Nanaimo, BC
V9T 5W5

File: F2997.01
Date: February 4, 2016

Attention: Mr. Scott Lewis, P.Eng.

**PROJECT: GABRIOLA VILLAGE WAY TRAIL
NORTH ROAD, GABRIOLA ISLAND, BC**

SUBJECT: INFILTRATION ASSESSMENT

REFERENCE: Gabriola Village Way, “Landscape Architecture” drawings LA-00 to LA-26 prepared by Topographics Landscape Architecture, “Civil” drawings C-1 and C-2 prepared by Newcastle Engineering Ltd., and “Structural” drawings prepared by Opus Engineering.

Dear Mr. Lewis:

1. Lewkowich Engineering Associates Ltd. (LEA) attended the above development on December 16, 2015, to conduct permeameter testing to determine the feasibility of site soils for the infiltration and/or on site disposal of collected storm water for the proposed trail along North Road.
2. A total of four (4) hand-augured holes (AH15-01 to AH15-04) were advanced to a maximum depth of 600mm below existing ground surface. The locations of the augur holes were selected by LEA to provide good general coverage throughout the proposed trail area, specifically within a 250m section adjacent to Madrona Marketplace. The approximate locations of the permeameter tests are shown on the attached Figure 1.
3. Soil conditions were generally consistent at each location, and consisted of a loose, moist, medium to dark brown organic silt, sand, and organic debris (topsoil), over loose to compact, moist, brown, silty sand with trace amounts of gravel, over bedrock.

Client: Regional District of Nanaimo
c/o Newcastle Engineering Ltd.
Project: Gabriola Village Way Trail
North Road, Gabriola Island, BC
File: F2997.01
Date: February 4, 2016
Page: 2 of 3



4. Permeability values (centimeters/hour) were as follows:

Hole No.	AH15-01	AH15-02	AH15-03	AH15-04
Centimeters/Hour	27	N/A	120	N/A

Please note bedrock was encountered at <500mm in AH15-02 and AH15-04.

5. The subsurface conditions and infiltration rates obtained during our field investigation indicate an inconsistent soil stratum for stormwater infiltration. Given the presence of shallow bedrock within the proposal trail area, we feel that the infiltration values above are not representative of the subject trail section.
6. We understand the proposed trail development will include construction of either cast-in-place (CIP) concrete or stacked rock retaining walls to support the design elevations of the trail.
7. We recommend the proposed trail is constructed with engineered fill consisting of a 150mm diameter blasted, crushed, or broken rock material. This material type will provide a stable base of support for trail construction, and will also provide a freely-draining substrate to manage any stormwater and/or groundwater flows directed towards the trail. A geotextile separator (Armtec 200 or approved alternative) is recommended as a cap over the blast rock, prior to the placement and compaction of any granular structure (subbase and/or base course gravels).
8. Where stacked rock walls are constructed to support the trail, any subsurface flows will dissipate through the rock fills to match current drainage patterns.
9. Where CIP retaining walls are constructed to support the trail, a series of 50mm weep holes shall be constructed to allow for any excess groundwater or stormwater flows to drain through the wall and dissipate overland to match existing drainage patterns.

Client: Regional District of Nanaimo
c/o Newcastle Engineering Ltd.
Project: Gabriola Village Way Trail
North Road, Gabriola Island, BC
File: F2997.01
Date: February 4, 2016
Page: 3 of 3



-
10. Design details relating to construction of the rock fills, stacked rock, and CIP retaining walls are attached as Figures 2 and 3, following the text of this report.
 11. Lewkowich Engineering Associates Ltd. appreciates the opportunity to be of service on this project. If you have any comments, or if we can be of further service, please contact us at your convenience.

Respectfully Submitted,
Lewkowich Engineering Associates Ltd.



Steven Stacey, B.A., CTech
Technician

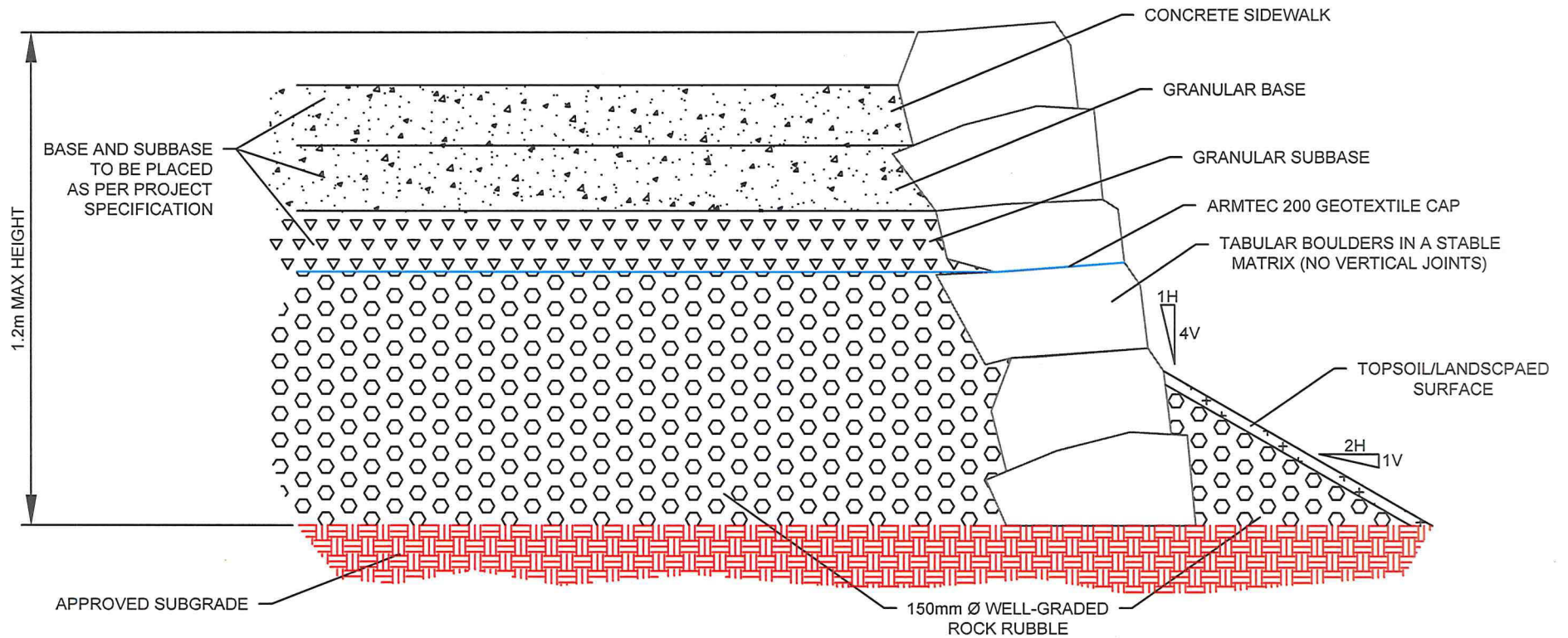


Chris Hudec, M.A.Sc., P.Eng.
Senior Project Engineer

- Attachments:
1. Figure 1 – Site Plan and Auger Hole Locations
 2. Figure 2 – Stacked Rock Retaining Wall Detail
 3. Figure 3 – Cast-in-Place Concrete Retaining Wall Detail



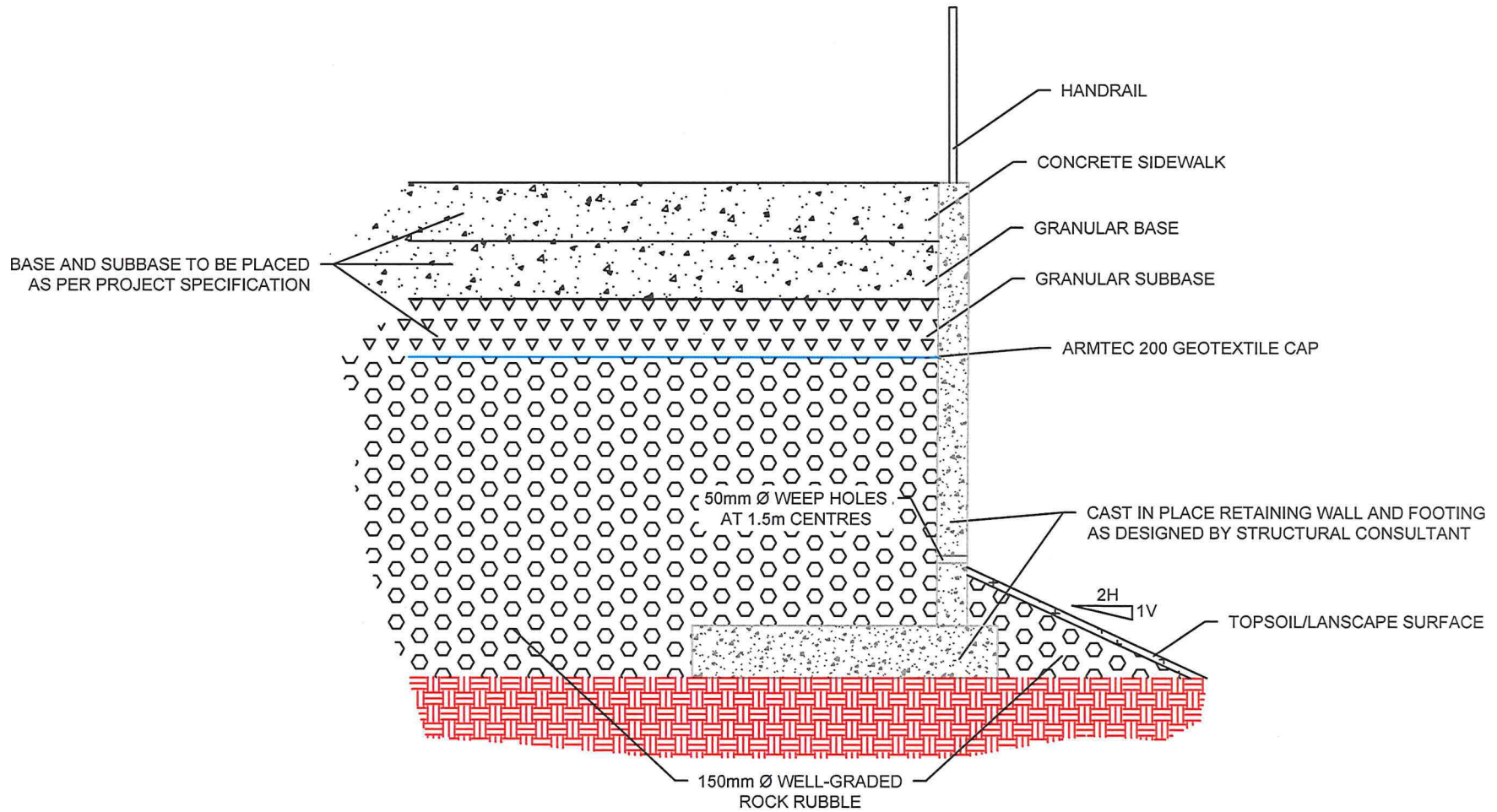
REV No.	DATE	BY	P.Eng.	REVISION DESCRIPTION	DRAWING TITLE	ENGINEER'S SEAL	PLOT DATE	DRAWN BY	<div>LEA</div> <div>Lewkovich Engineering Associates Ltd.</div>
					SITE PLAN		2016-02-29	LC	
					PROJECT NAME GABRIOLA VILLAGE TRAIL NORTH ROAD, GABRIOLA ISLAND, BC		REVIEWED BY CH	SCALE NTS	
					LEGEND <div>  AUGER HOLE LOCATION </div>		PROJECT No. F2997	DRAWING No. 01	



TYPICAL SECTION: STACKED ROCK WALL

N.T.S.

REV No.	DATE	BY	P.Eng.	REVISION DESCRIPTION	DRAWING TITLE	ENGINEER'S SEAL	PLOT DATE	DRAWN BY	<div>LEA</div> <div>Lewkovich Engineering Associates Ltd.</div>
					STACKED ROCK WALL		2016-03-01	LC	
					PROJECT NAME GABRIOLA VILLAGE TRAIL NORTH ROAD, GABRIOLA ISLAND, BC		REVIEWED BY CH	SCALE NTS	
							PROJECT No. F2997	DRAWING No. 02	



TYPICAL SECTION: CAST-IN-PLACE RETAINING WALL

N.T.S.

REV No.	DATE	BY	P.Eng.	REVISION DESCRIPTION	DRAWING TITLE	ENGINEER'S SEAL	PLOT DATE	DRAWN BY	<div>LEA</div> <div>Lewkovich Engineering Associates Ltd.</div>
					CAST-IN-PLACE RETAINING WALL		2016-03-01	LC	
					PROJECT NAME		REVIEWED BY	SCALE	
					GABRIOLA VILLAGE TRAIL NORTH ROAD, GABRIOLA ISLAND, BC		CH	NTS	
							PROJECT No.	DRAWING No.	
							F2997	03	

CCDC 4

Unit Price Contract

2 0 1 1

EDUCATIONAL COPY

Name of Project

Apply a CCDC 4 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 4 – 2011 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

TABLE OF CONTENTS

AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A-1 The Work
- A-2 Agreements and Amendments
- A-3 Contract Documents
- A-4 Contract Price
- A-5 Payment
- A-6 Receipt of and Addresses for Notices in Writing
- A-7 Language of the Contract
- A-8 Succession

DEFINITIONS

- Change Directive
- Change Order
- Construction Equipment
- Consultant
- Contract
- Contract Documents
- Contract Price
- Contract Time
- Contractor
- Drawings
- Notice in Writing
- Owner
- Place of the Work
- Product
- Project
- Provide
- Schedule of Prices
- Shop Drawings
- Specifications
- Subcontractor
- Substantial Performance of the Work
- Supplemental Instruction
- Supplier
- Temporary Work
- Unit Price
- Value Added Taxes
- Work
- Working Day

GENERAL CONDITIONS OF THE UNIT PRICE CONTRACT

PART 1 GENERAL PROVISIONS

- GC 1.1 Contract Documents
- GC 1.2 Law of the Contract
- GC 1.3 Rights and Remedies
- GC 1.4 Assignment

PART 2 ADMINISTRATION OF THE CONTRACT

- GC 2.1 Authority of the Consultant
- GC 2.2 Role of the Consultant
- GC 2.3 Review and Inspection of the Work
- GC 2.4 Defective Work

PART 3 EXECUTION OF THE WORK

- GC 3.1 Control of the Work
- GC 3.2 Construction by Owner or Other Contractors
- GC 3.3 Temporary Work
- GC 3.4 Document Review
- GC 3.5 Construction Schedule
- GC 3.6 Supervision
- GC 3.7 Subcontractors and Suppliers
- GC 3.8 Labour and Products
- GC 3.9 Documents at the Site
- GC 3.10 Shop Drawings
- GC 3.11 Use of the Work
- GC 3.12 Cutting and Remedial Work
- GC 3.13 Cleanup

PART 4 ALLOWANCES

- GC 4.1 Cash Allowances
- GC 4.2 Contingency Allowance

PART 5 PAYMENT

- GC 5.1 Financing Information Required of the Owner
- GC 5.2 Applications for Progress Payment
- GC 5.3 Progress Payment
- GC 5.4 Substantial Performance of the Work
- GC 5.5 Payment of Holdback upon Substantial Performance of the Work
- GC 5.6 Progressive Release of Holdback
- GC 5.7 Final Payment
- GC 5.8 Withholding of Payment
- GC 5.9 Non-conforming Work

PART 6 CHANGES IN THE WORK

- GC 6.1 Owner's Right to Make Changes
- GC 6.2 Change Order
- GC 6.3 Change Directive
- GC 6.4 Concealed or Unknown Conditions
- GC 6.5 Delays
- GC 6.6 Claims for a Change in Contract Price
- GC 6.6 Quantity Variations

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
- GC 7.2 Contractor's Right to Suspend the Work or Terminate the Contract

PART 8 DISPUTE RESOLUTION

- GC 8.1 Authority of the Consultant
- GC 8.2 Negotiation, Mediation and Arbitration
- GC 8.3 Retention of Rights

PART 9 PROTECTION OF PERSONS AND PROPERTY

- GC 9.1 Protection of Work and Property
- GC 9.2 Toxic and Hazardous Substances
- GC 9.3 Artifacts and Fossils
- GC 9.4 Construction Safety
- GC 9.5 Mould

PART 10 GOVERNING REGULATIONS

- GC 10.1 Taxes and Duties
- GC 10.2 Laws, Notices, Permits, and Fees
- GC 10.3 Patent Fees
- GC 10.4 Workers' Compensation

PART 11 INSURANCE AND CONTRACT SECURITY

- GC 11.1 Insurance
- GC 11.2 Contract Security

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

- GC 12.1 Indemnification
- GC 12.2 Waiver of Claims
- GC 12.3 Warranty

CCDC 4 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 4 can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 4.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement made on the _____ day of _____ in the year _____.

by and between the parties

hereinafter called the *Owner*

and

hereinafter called the *Contractor*

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

ARTICLE A-1 THE WORK

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for

located at

insert above the name of the *Work*

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

insert above the Place of the *Work*

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

insert above the name of the *Consultant*

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

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

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

ARTICLE A-3 CONTRACT DOCUMENTS

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

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Unit Price Contract
- *

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

ARTICLE A-4 CONTRACT PRICE

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

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

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

Page of

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

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

Page of

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

/100 dollars \$

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

/100 dollars \$

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

/100 dollars \$

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

4.6 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

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

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

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

5.3 Interest

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

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

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

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

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

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

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

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

Owner

*name of Owner**

address

Facsimile number

e-mail address

Contractor

*name of Contractor**

address

Facsimile number

e-mail address

Consultant

*name of Consultant**

address

Facsimile number

e-mail address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

name of owner

signature

signature

name of person signing

name and title of person signing

signature

signature

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

name of Contractor

signature

signature

name of person signing

name and title of person signing

signature

signature

name of person signing

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:

- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or*
- (b) the affixing of a corporate seal, this Agreement should be properly sealed.*

DEFINITIONS

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

Change Directive

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

Change Order

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

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

Construction Equipment

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

Consultant

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

Contract

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

Contract Documents

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

Contract Price

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

Contract Time

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

Contractor

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

Drawings

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

Notice in Writing

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

Owner

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

Place of the Work

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

Product

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

Project

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

Provide

Provide means to supply and install.

Schedule of Prices

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

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

Shop Drawings

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

Specifications

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

Subcontractor

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

Substantial Performance of the Work

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

Supplemental Instruction

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

Supplier

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

Temporary Work

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

Unit Price

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

Value Added Taxes

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

Work

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

Working Day

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

GENERAL CONDITIONS OF THE UNIT PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

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

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

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

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

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

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

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and review of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees or other persons performing any of the *Work*.
- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

GC 2.4 DEFECTIVE WORK

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

- 2.4.3 If, in the opinion of the *Consultant*, it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

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

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

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

GC 3.3 TEMPORARY WORK

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

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

GC 3.4 DOCUMENT REVIEW

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

GC 3.5 CONSTRUCTION SCHEDULE

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

GC 3.6 SUPERVISION

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

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

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

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

GC 3.8 LABOUR AND PRODUCTS

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

GC 3.9 DOCUMENTS AT THE SITE

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

GC 3.10 SHOP DRAWINGS

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

GC 3.11 USE OF THE WORK

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

GC 3.12 CUTTING AND REMEDIAL WORK

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

GC 3.13 CLEANUP

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

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

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

GC 4.2 CONTINGENCY ALLOWANCE

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

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 As of the last day of the payment period, the amount claimed shall be:
1. the value of *Unit Price* work performed, being the sum of the products of each *Unit Price* stated in the *Schedule of Prices* multiplied by the appropriate actual quantity of each *Unit Price* item that is incorporated in or made necessary by the *Work*; plus
 2. the value of lump sum work performed, proportionate to the amount of the lump sum item, plus
 3. the value of *Products* delivered to the *Place of the Work*.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the lump sum items of work, aggregating the total amount of each lump sum item, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values for lump sum items of work shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment for lump sum items, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include with each application for payment:
1. a statement based on the schedule of values for the lump sum items of work; and
 2. quantity measurements and other evidence as requested by the *Consultant* for each *Unit Price* item.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

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

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

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

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

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

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

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

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

GC 5.7 FINAL PAYMENT

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

GC 5.8 WITHHOLDING OF PAYMENT

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

GC 5.9 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

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

GC 6.2 CHANGE ORDER

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

- 6.2.2 The method of adjustment or the amount of adjustment to the *Contract Price* presented by the *Contractor* may be one of or a combination of the following:
- .1 Change to the estimated quantities for *Unit Price* items listed in the *Schedule of Prices* that are applicable to the change in the *Work*;
 - .2 Lump sum quotation for the change in the *Work*;
 - .3 *Unit Price* quotation for the change in the *Work*;
 - .4 Cost of the *Contractor's* actual expenditures attributable to the change plus a fee for the *Contractor's* overhead and profit as agreed by the parties;
 - .5 Cost of the *Contractor's* actual savings attributable to the change.
- 6.2.3 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
 - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
 - (4) engaged in the processing of changes in the *Work*.
 - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the work as provided in paragraphs 6.3.7.1;
 - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraphs 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Contractor's* field office;
 - .8 deposits lost;

- .9 the amounts of all subcontracts;
 - .10 quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
 - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .16 removal and disposal of waste products and debris; and
 - .17 safety measures and requirements.
- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the work attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the work attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the work performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

GC 6.5 DELAYS

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

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

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

GC 6.7 QUANTITY VARIATIONS

- 6.7.1 The provisions of GC 6.7 - QUANTITY VARIATIONS apply to the estimated quantities identified in the *Schedule of Prices*, or where the estimated quantities have been amended by *Change Order*, the provisions apply to the amended estimated quantities.
- 6.7.2 The *Owner* or the *Contractor* may request an adjustment to a *Unit Price* contained in the *Schedule of Prices* provided the actual quantity of the *Unit Price* item in the *Schedule of Prices* exceeds or falls short of the estimated quantity by more than 15%.
- 6.7.3 Where the actual quantity exceeds the estimated quantity by more than 15%, a *Unit Price* adjusted pursuant to paragraph 6.7.2 shall apply only to the quantity that exceeds 115% of the estimated quantity.
- 6.7.4 Where the actual quantity falls short of the estimated quantity by more than 15%, a *Unit Price* adjusted pursuant to paragraph 6.7.2 shall apply to the actual quantity of the *Unit Price* item. The adjusted *Unit Price* shall not exceed a *Unit Price* that would cause the payment amount to exceed that derived from the original *Unit Price* and estimated quantity.
- 6.7.5 The party that intends to request for an adjustment to a *Unit Price* shall give timely *Notice in Writing* to the other party and to the *Consultant*.
- 6.7.6 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.7.7 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

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

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor* *Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.

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

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

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* should be suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
 - (1) *Substantial Performance of the Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.

- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

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

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

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

- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

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

GC 9.4 CONSTRUCTION SAFETY

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

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
 - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
 - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor's* operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by paragraph 12.1 of GC 21.1 - INDEMNIFICATION.

- 9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Contractor* as required by paragraph 12.1.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

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

GC 10.4 WORKERS' COMPENSATION

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

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
 - .3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
 - .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as Insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Substantial Performance of the Work*;
 - (2) on the commencement of use or occupancy of any part or section of *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 - .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as Insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
 - .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;

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

.7 *Contractors' Equipment Insurance* from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

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

GC 11.2 CONTRACT SECURITY

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

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the *Owner's* obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
 - .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

- .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

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

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
- .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

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

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

12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
- .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
- .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.2 WAIVER OF CLAIMS

12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:

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

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

- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
 - .4 damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 - WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*. If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

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

The following are the Supplementary General Conditions referred to in Part 17 of the Instructions to Tenderers.

These amendments shall be read in conjunction with the Agreement, Definitions and General Conditions of the Unit Price Contract (CCDC4-2011) of the Contract Documents. Where reference is made in the Contract Documents to the General Conditions of Contract (GC), such reference includes these amendments.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

Article A-2 Agreements and Amendments

SGC 1 Add paragraph 2.3:

Counterpart. The Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

DEFINITIONS

SGC 2 Delete the definition for Value Added Taxes, and replace it with the following:

Value Added Taxes

Value Added Taxes means the Good & Services Taxes under the Excise Tax Act (Canada).

Add the definitions:

Milestone Dates

Milestone Dates means any date specified in the Contract Documents for completion of the Work, or portion of the Work, including the date for Substantial Performance of the Work.

Abnormally Adverse Weather

Abnormally Adverse Weather means temperature, precipitation, wind or other weather condition which, in a two week period, differs from the statistical average for that condition in that period by more than one standard deviation, calculated based on relevant data available from Environment Canada.

Construction Schedule

Construction Schedule means a schedule of the Work prepared by the Contractor setting out the start and completion dates of the major elements of the Work including, but not limited to, mobilization, shop drawings, construction, installation, testing, commissioning, Substantial Performance of the Work, Owner occupancy and any other Milestone Dates, and may be amended from time to time in accordance with the Contract Documents.

GENERAL CONDITIONS OF CONTRACT

GC 1.1 CONTRACT DOCUMENTS

SGC 3 Replace GC1.1.7.1 with the following:

.1 the order of priority of documents, from highest to lowest, shall be:

- Duly executed Agreement
- Supplementary General Conditions
- Duly executed Tender Form
- The most recent Addendum followed by other Addenda, the more recent taking precedence over earlier Addenda.
- The Specifications, Drawings, Appendices and General Conditions
- The Tender Documents
- Other relevant documents such as but not limited to executed bonds, insurance certificate and any reports, standards or the like included by reference.

GC 1.5 FORCE MAJEURE

SGC 4 Add new paragraph 1.5 as follows:

GC 1.5 A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout, pandemic, epidemic or interruption or failure of electricity.

In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause. Should the force majeure event last for longer than 30 calendar days, the Regional District, at its sole discretion, may terminate this Agreement by written notice to the Vendor without further liability, expense, or cost of any kind.

GC 2.1 AUTHORITY OF THE CONSULTANT

SGC 5 In paragraph 2.1.3 delete the phrase "against whom the Contractor makes no reasonable objection".

GC 2.2 ROLE OF THE CONSULTANT

SGC 6 Add new paragraph 2.2.19 as follows:

2.2.19 All decisions, determinations, findings, interpretations instructions, consents and approvals of the Consultant must be in writing. Neither the Owner nor the Consultant will be bound by any

oral decisions, determinations, findings, interpretations, instructions, consents or approvals of the Consultant.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

SGC 7 Add new paragraph 2.3.8 as follows:

- 2.3.8. If the Contractor is not prepared for a review or inspection after the Contractor has notified the Consultant of readiness for a proposed review or inspection, and as a result the Consultant is required to make second or subsequent visits, the contractor shall reimburse the Owner for any additional charges rendered by the Consultant to the Owner for the second visit or subsequent visits, and the Owner may deduct the amount of any such charges from any monies otherwise owing to the Contractor on account of the Contract Amount.

GC 3.1 CONTROL OF THE WORK

SGC 8 Add the following paragraph to 3.1.1 after "Contract Documents":
"including the Construction Schedule."

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

SGC 9 Delete GC 3.2.2.2 and replace with following:

- 3.2.2.2. Use reasonable efforts to ensure that the Owner's other contractors or own forces are made aware of, and comply with, the safety precautions and programs of the Contractor provided pursuant to GC 9.4 – CONSTRUCTION SAFETY.

GC 3.5 CONSTRUCTION SCHEDULE

SGC 10 In paragraph 3.5.1 sub-paragraph .1, delete ". . . prior to the first application for payment. . ." and replace with the following:

"within ten (10) working days after Notice of Intent to Award";

SGC 11 Add paragraph:

- 3.5.1.4 If the Contractor submits a Construction Schedule or a revision to the Construction Schedule indicating that any Milestone Dates will not be met then receipt of such schedule by the Consultant will not relieve the Contractor of the obligation to meet the Milestone Dates as set out in the Contract Documents.

SGC 12 Add paragraph:

- 3.5.1.5 The Contractor shall immediately notify the Consultant in writing of any occurrence which, in the opinion of the Contractor has caused or which the Contractor anticipates may cause a delay to, or which will affect, the performance of the Work in accordance with the Construction Schedule. Such notice shall include complete details of the reason for the delay, the anticipated length of the delay and a revision to the Construction Schedule in accordance with the anticipated delay.

SGC 13 Add the following paragraphs 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, and 3.5.8:

- 3.5.2 The Contractor shall perform the Work in compliance with the Milestone Dates and the Construction Schedule. Any such failure to comply shall be deemed to be a default to which the provisions of GC 7.1.2 to GC 7.1.6 (inclusive) apply.
- 3.5.3 If the Consultant determines that, because of the Contractor's own acts or omissions, the progress of the Work is behind the Construction Schedule, or the Contractor will not meet any particular Milestone Date then the Contractor shall, upon written notice from the Consultant and at the Contractor's own cost, take all reasonable measures to accelerate the Work so as to conform to the Construction Schedule or meet the Milestone Date.
- 3.5.4 If the Consultant determines that, because of reasons other than the Contractor's own acts or omissions, the progress of the Work is behind the Construction Schedule, or will not meet any particular Milestone Date, or if the Owner desires to accelerate the Work to achieve early completion of the Work, then on written notice from the Consultant the Contractor shall accelerate the Work as directed by the Consultant at the Owner's cost, such acceleration to be a change to the Work to which the provisions of Part 6 shall apply.
- 3.5.5 If the Consultant has not directed the Contractor to accelerate the Work at the Owner's cost, the Contractor shall not be entitled to claim any payment on account of acceleration costs unless the Contractor has given prior written notice within 5 working days to the Consultant setting out that the Contractor intends to claim such costs and the reasons for such claim, provided however that the giving of such notice shall not entitle the Contractor to payment of such costs
- 3.5.6 If the Contractor accelerates the performance of the Work because of a notice given pursuant to GC 3.5.3, or for the Contractor's own benefit, then the Owner may claim all reasonable additional costs incurred as a result of such acceleration.
- 3.5.7 If, for any reason, the Contractor deems it necessary to accelerate the Work then the Contractor shall provide written notice of its intention to accelerate the Work 5 Working Days prior to doing so and shall accelerate the Work at its own expense.
- 3.5.8 The Tenderer, should he fail to complete the work in the time specified above, shall compensate the Owner for the actual cost to the Owner of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract past the completion date.

GC 3.6 SUPERVISION

SGC14 Delete paragraphs 3.6.1 and 3.6.2 and replace with the following:

- 3.6.1 The Contractor shall employ a competent senior representative at the Place of the Work (the "Supervisor") who shall have the responsibility to ensure that the Work is performed in compliance with the Contract Documents.
- 3.6.2 The Supervisor shall represent the Contractor at the Place of the Work and instructions given to the Supervisor by the Consultant shall be deemed to have been given to the Contractor.
- 3.6.3 The Contractor shall not change the Supervisor without consent of the Consultant, such consent not to be unreasonably withheld.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

SGC15 Delete paragraphs 3.7.3 and 3.7.4

SGC16 Add the following paragraph:

- 3.7.7 The Contractor shall, in respect of his Subcontractors, be held responsible for and shall ensure that said Subcontractors obtain and pay for all necessary permits, fees, licenses and certificates of inspection and insurance in connection with the Work as may be required by applicable statutes, regulations, by-laws and ordinances.

GC 3.10 SHOP DRAWINGS

SGC17 Add the following new subsection

- 3.10.13 The Contractor shall submit all Shop Drawings, record drawing drawings and any other drawings concerning the Work in triplicate and in reproducible, suitable and usable electronic form.

GC 3.11 USE OF THE WORK

SGC18 Add the following paragraphs 3.11.3 and 3.11.4 as follows:

- 3.11.3 The Owner will obtain any Road Usage Permits required for Work within Ministry of Transportation and Infrastructure Roadways.
- 3.11.4 The Contractor will submit a traffic management plan in accordance with Ministry of Transportation and Infrastructure requirements for Traffic Management for Work on Roadways:

<https://www2.gov.bc.ca/gov/content/transportation/transportation-infrastructure/engineering-standards-guidelines/traffic-engineering-safety/trafficmanagementmanual>

for approval by Ministry of Transportation and Infrastructure showing how the Contractor will provide for safe and efficient access and exit of construction vehicles from Place of Work and the Contractor will ensure all work is conducted in accordance with the plan.

GC 3.13 CLEANUP

SGC19. Add the following paragraphs 3.13.4 as follows:

- 3.13.4 The Contractor is responsible for dust control within the Place of the Work and roadways beyond the limits of the Place of the Work that have been affected during construction. While performing the Work the Contractor shall control dust originating from the Work and shall take immediate corrective action if directed by the Consultant. The Contractor will clean the Place of the Work and employ a street sweeper to clean affected roadways as directed by the Consultant. Dusty or loose materials shall be transported in covered haulage vehicles. Wet materials shall be transported in suitable watertight haulage vehicles.

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

SGC 20 Delete GC 5.1 - "Financing Information Required of the Owner" in its entirety.

GC 5.2 APPLICATION FOR PROGRESS PAYMENT

SGC 21 Delete entirely paragraph 5.2.4

SGC 22 Add the following paragraphs 5.2.8 and 5.2.9 as follows:

- 5.2.8 As a condition to all payments, the Contractor shall submit to the Consultant a Statutory Declaration on the standard Canadian Construction Association (CCA) 9A 2001 declared before a notary public or commissioner for oaths for the Province of British Columbia stating that:

- .1 all wages for the various classes of labour, and all accounts for purchase of materials, equipment, or for the rental of equipment employed in or about the Work, and amounts due to Subcontractors have been paid;
- .2 there are no outstanding claims or liens relating to labour or services provided in connection with the Work; and
- .3 all levies, assessments and sums due under any applicable Workers' Compensation laws or similar laws in force at the place of the Work have been fully paid.

As a further condition of payment, there shall be no liens registered against the Place of the Work, arising from or connected with the Work. In the event that a claim of builders lien relating to the Work has been registered against title to the Place of the Work, the Contractor shall be obligated, at its expense, to take all steps necessary, including making court application, to have the claim of lien immediately discharged from title to the Place of the Work and to indemnify the Owner for all costs, including court costs on a solicitor and own client basis, incurred as a result.

- 5.2.9 As a condition to all payments after the first progress payment, the Contractor shall also submit to the Consultant a Statutory Declaration for "Statement of Claims" on a form approved by the Owner, also declared before a notary public or a Commissioner for Taking Oaths for the Province of British Columbia stating:

- .1 there are no outstanding claims for payment for Work, or changes to the Construction Schedule in respect of Work, performed beyond the scope of the Contract, or
- .2 there are outstanding claims for payment for Work, or changes to the Construction Schedule in respect of Work, performed beyond the scope of the Contract which have been communicated to the Consultant in writing, but for which a Change Order or Change Directive has not yet been received; or

- .3 there are outstanding claims for payment for Work, or changes to the Construction Schedule in respect of Work, performed beyond the scope of the Contract, including adjustments to the Construction Schedule, for which Change Orders or Change Directives have not been issued and which have not yet been communicated to the Consultant in writing.

GC 5.3 PROGRESS PAYMENT

SGC 23 In paragraph 5.3.1 sub-paragraph .3, delete “. . . 20 calendar days. . .” and replace with “. . . 30 calendar days. . .”; and

Add the following new subsection

- 5.3.3 The payment by the Owner of any monthly or other payment shall not bind the Owner with respect to any subsequent payment or the final progress payment, but shall be taken as approximate only, and shall not mean, or be construed to mean, that the Owner has accepted Work that is not in accordance with the requirements of the Contract, or that the Contractor is in any manner released from its obligation to comply with the Contract.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

SGC 24 Add new paragraphs 5.4.4; 5.4.5 and 5.4.6 as follows:

- 5.4.4 Prior to or at the time of applying for a review under paragraph 5.4.1 to establish Substantial Performance of Work, the Contractor shall submit to the Consultant the following items:
- .1 Letters of Assurance for professional design and review from those professionals engaged by the Contractor under the provisions of the Contract, including all applicable sealed shop drawings.
 - .2 All required manufacturer's inspections, certifications, guarantees, warranties as specified in the Contract Documents.
 - .3 All maintenance manuals, operating instructions, maintenance and operating tools, replacement parts or materials as specified in the Contract Documents.
 - .4 Certificates issued by all permit issuing authorities indicating approval of all installations requiring permits.
 - .5 Certificates issued by all testing, commissioning, cleaning, inspection authorities and associations as specified in the Contract Documents.
 - .6 All Drawings and as-installed documents in the form specified in the Contract Documents.
 - .7 A certificate issued by Workers Compensation Board confirming that the Contractor has paid all assessments.
- 5.4.5 Prior to Substantial Performance of the Work and in addition to the lien holdback, a deficiency holdback shall be established for Work determined by the Consultant to be defective or incomplete (the "Deficiency Holdback"). The Consultant shall establish the amount of the Deficiency Holdback as twice the estimated cost to rectify defective work and finish incomplete Work using the services of another contractor or the Owner's own forces. No part

of the Deficiency Holdback shall become payable until all of the defective Work is corrected and all of the Work is complete. If the defective or incomplete Work is not corrected or completed within a reasonable time as determined by the Consultant, then all or a portion of the Deficiency Holdback as determined by the Consultant may be retained by the Owner to be applied against the loss and damage suffered by the Owner to correct or complete the Work.

- 5.4.6 The Contractor's application for the Certificate of Substantial Performance shall constitute a waiver and release by the Contractor of any and all claims arising out of or relating to the Contract up to the date of Substantial Performance of the Work. This waiver and release shall apply without limitation to claims that arise due to the negligence or breach of contract by the Owner, the Consultant, and their respective employees, agents, officers and consultants, but does not include claims made by the Contractor in writing prior to application for a certificate of Substantial Performance of the Work and delivered to the Consultant prior to the date of Substantial Performance of the Work and still unsettled.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- SGC 25 Delete entirely paragraph 5.5.3

GC 5.7 FINAL PAYMENT

- SGC 26 In paragraph 5.7.4, revise "5 calendar days" to read "15 working days"

GC 5.9 NON-CONFORMING WORK

- SGC 27 In paragraph 5.9.1 replace "No payment by the Owner" with the words "No payment by the Owner or certification by the Consultant"

GC 6.1 CHANGES IN THE WORK

- SGC 28 Add the following paragraphs 6.1.3 and 6.1.4 as follows:

- 6.1.3 The Contractor shall not be entitled to rely on any oral representation (except in an emergency in which GC 6.1.4 will apply), site meeting discussion, site meeting minutes or other communication as approval that any Work is a Change. The Contractor must receive a Change Order or Change Directive before proceeding with a Change and the Contractor shall strictly comply with the requirements of this GC
- 6.1.4 In an emergency, when it is impractical to delay a Change Directive, the Consultant may issue an oral direction which the Contractor shall follow. In such event the Consultant shall issue a written Change Directive at the first opportunity.

GC 6.2 CHANGE ORDER

- SGC. 29 Change the first part of paragraph 6.2.3 to read "When the Owner and the Contractor agree in writing..."

Add:

- 6.2.4. When the valuation of a change in the Work is to be determined either by estimate and acceptance in a lump sum, or by cost and fixed or percentage fee, the valuation shall be in accordance with the following:
- .1 Work performed by the Contractor – Contractors direct field costs plus 10% mark-up for overhead and profit.

- .2 Work performed by the Sub-Contractor – Sub-contractors will receive direct field costs plus 10% mark-up for overhead and profit. The General Contractor will receive an additional 5% markup on the actual cost evidenced by invoice to cover all overhead and profit.

GC 6.3 CHANGE DIRECTIVE

SGC 30 Delete and replace GC 6.3.6.3 with:

"The Contractor's fee will cover all overhead and profit and will be calculated as follows:

- .1 Work performed by the Contractor – Contractor's direct field costs plus 10% mark-up for overhead and profit.
- .2 Work performed by the Sub-Contractor – Sub-contractors will receive direct field costs plus 10% mark-up for overhead and profit. The Contractor will receive a 5% markup on the Sub-contractor's actual cost evidenced by invoice to cover all of the Contractor's overhead and profit.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

SGC 31 Add the following paragraphs 6.4.5 and 6.4.6:

- 6.4.5 Despite the rest of this GC, Contract Time will not be extended and the Contractor will not be entitled to any increase in the Contract Price due to conditions of the Place of the Work which the Consultant determines would have been reasonably foreseeable by the Contractor had the Contractor conducted a reasonable inspection of the Place of the Work, including the subsurface soil conditions of the Place of the Work."
- 6.4.6 Before commencing any Work at the Place of the Work, the Contractor shall be responsible to locate in three dimensions all underground utilities and structures indicated on the Contract Documents as being at the Place of Work. The Contractor shall also be responsible to consult with all utility providers that provide electricity, communication, gas or other utility services in the area of the Place of Work, to locate in three dimensions all underground utilities for which they have records. The Contractor shall also locate in three dimensions any other utilities or underground structures that are reasonably apparent in an inspection of the Place of the Work.

GC 6.5 DELAYS

SGC 32 GC 6.5.4 Change "10" to "5" in the second line of paragraph 6.5.4. At the end of paragraph 6.5.4 add the following sentences:

"A Notice in Writing shall be delivered to the Consultant for each and every delay and shall indicate the reasons for such delay and the best estimate of the Contractor as to its estimated duration and likely effect upon the Contract Time. No oral communication, site meeting discussion or meeting minutes shall be sufficient notification of delay"

SGC 33 Add paragraphs 6.5.6, 6.5.7 and 6.5.8 as follows:

- 6.5.6 If the Consultant determines that the Contractor is delayed in the performance of the Work, for reasons other than those under GC6.5.1, GC6.5.2 or GC6.5.3, such that in the Consultant's opinion the Work is more than 20 percent behind the Construction Schedule, then upon notice from the Owner, the Contractor will increase the hours of work, the days of work, and the number of workers as required to bring the Work back into line with the Construction Schedule and any costs associated with such measures shall be borne by the Contractor.

6.5.7 In the event of any delay the Contractor shall take all reasonable measures to minimize the effects and costs of the delay and (except where the delay is caused by the Owner or the Consultant or other cause reasonably outside of the control of the Contractor) the Contractor will be responsible for all costs relating to the delay.

6.5.8 The Contractor shall maintain and protect the Work during the period of delay in the performance of the Work.

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

SGC 34 Delete entirely paragraph 7.2.3.1

SGC 35 Replace paragraph 7.2.5 with the following:

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 under the Contract including reasonable profit and will be entitled to no further compensation from the Owner."

GC 8.2 NEGOTIATION, MEDIATION, AND ARBITRATION

SGC 36 Delete paragraph 8.2.1 and substitute the following:

8.2.1 In accordance with the latest edition of the Rules for Mediation of CCDC 40 – [2018 Rules for Mediation and Arbitration of Construction Disputes](#), the parties shall appoint a Project Mediator within 15 working days after both parties agree in writing that a Project Mediator be appointed.

SGC 37 Delete the paragraphs 8.2.6, 8.2.7 and 8.2.8 and replace with the following:

8.2.6 Upon termination of mediated negotiations, either party may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which the parties have agreed to use.

GC 9.1 PROTECTION OF WORK AND PROPERTY

SGC 38 Add the following paragraph 9.1.5 as follows:

9.1.5 When carrying out excavation work, the Contractor may encounter underground utilities such as sewers, gas mains, telephone cables, power cables, and water mains. The Contractor shall be fully responsible for any breakage or damage to such utilities, and the Contractor shall pay the full cost of repairing such damage and making good any losses or damage suffered by the Owner or others.

GC 9.4 CONSTRUCTION SAFETY

SGC 39 Delete paragraph 9.4.1 and replace with the following:

9.4.1 The Contractor shall be solely responsible for construction safety at the Place of the Work as and to the extent required by applicable legislation, regulations and codes, including the Workers Compensation Act, applicable regulations and good construction practice, and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.

GC 10.1 TAXES AND DUTIES

SGC 40 Add paragraph 10.1.3 as follows:

10.1.3 Any tax including, without limiting the generality of the foregoing, the Value-Added Tax or any government sales tax, customs, duty or excise tax, whether paid or not, which is found to be inapplicable or for which exemption may be obtained is, the sole and exclusive property of the Owner. The Contractor agrees to cooperate with the Owner or his agent in the application for any refund of any such taxes, which cooperation shall include without limitation making or concurring in the making of application for any such refund or exemption and providing to the Owner or his agent copies, or where required, originals, or records, invoices, purchase orders and other documentation necessary to support such application for exemption or refund.

SGC 41 Add paragraph 10.1.4 as follows:

10.1.4 Where any invoices or other documents are required for tax and duty refund purposes, the Contractor shall provide the Owner with such invoices and other documents as may be necessary to substantiate the amount of taxes or duties paid during the performance of the Contract for which the Owner may rightfully claim redemption.

SGC 42 Add paragraph 10.1.5 as follows:

10.1.5 The Contractor agrees to provide the Owner with a signed statement, if requested by the Owner, in which is the Contractor confirms that the Contractor and all Subcontractors relinquish all claims to any refunds or reimbursements of any Federal or Provincial taxes paid by the Contractor relating to performance of the Contract for which the Owner may rightfully claim redemption and the Contractor hereby relinquishes all such claims.

GC 10.2 LAWS, NOTICES, PERMITS AND FEES

SGC 43 GC 10.2.6 Delete the words "knowing it to be" in the second line of paragraph 10.2.5 and replace them with "that is".

SGC 44 Add the following paragraph:

10.2.8 The Contractor will notify and deal with organizations involved with or affected by the Work, such as telephone, electricity, gas and other utility providers, railway companies and government agencies.

GC 10.4 WORKERS' COMPENSATION

SGC 45 Add the following sentence to paragraph 10.4.1:

"The Contractor agrees that the Owner has the unfettered right to set off the amount of any unpaid premiums and assessments for WorkSafe BC coverage against any monies owing by the Owner to the Contractor."

SGC 46 Add paragraph 10.4.3 as follows:

10.4.3 The Contractor shall indemnify and hold harmless the Owner from all manner of claims, demands, damages, costs, losses, penalties, actions, causes of action and proceedings arising out of or in any way related to unpaid WorkSafe BC assessments owed by any person working on the Project or relating to the Work or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafe BC.

SGC 47 Add paragraph 10.4.4 as follows:

10.4.4 The Contractor will be the "Prime Contractor" within the meaning of Part3, Division 3, Section 118(1) for the Project under the *Workers Compensation Act* (British Columbia) and will fulfill all obligations of the "Prime Contractor" under that Act, including by ensuring that the activities

of any employees, workers and other persons at the Place of the Work relating to occupational health and safety are coordinated and by doing everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the *Workers Compensation Act* and the regulations under that Act applicable to the Place of the Work”.

GC 12.1 INDEMNIFICATION

SGC 48 Delete GC 12.1.1 and 12.1.2 and replace with the following:

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:
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 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 10 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 territory of the Place of the Work.

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, or for which insurance is not, required to be provided by either party shall in no event be greater than \$5,000,000.

- .2 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 destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a 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 shall apply.

GC 12.3 WARRANTY

SGC 49 Add the following sentence to paragraph 12.3.4:

In effecting a correction of defects or deficiencies, the Contractor shall also bear all costs involved in removing, replacing, repairing or restoring aspects of the Work that may be affected in the process of making the correction.

SGC 50 Add paragraph 12.3.7 as follows:

- 12.3.7 Where a material, product or installation covered by warranty fails, the stipulated warranty and warranty period shall be renewed for the specific work being replaced or repaired, with the exception of warranties referred to in GC 12.3.6

END OF SECTION 00500