

# **Sedgewick Arena Roof Replacement**

**SEDGEWICK, ALBERTA**

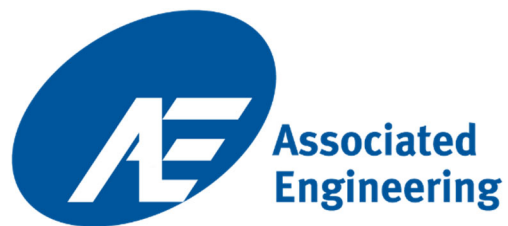
## **STATEMENT OF REQUIREMENTS**

**March 2021**

**Bid Closing: April 15 , 2021, 2:00 pm**

**A Mandatory site visit is scheduled for March 24 at 11.00am**

**Client: TOWN OF SEDGEWICK**



**Client:** TOWN OF SEDGEWICK  
**Project:** ARENA ROOF REPLACEMENT

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No.	Description
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### **Division 0 – Bidding and Contract Requirements**

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00411	Stipulated Price Bid Form
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**END OF INDEX**

## **INVITATION TO BID**

### **SEDGEWICK ARENA ROOF REPLACEMENT**

You are invited to bid on a Design Build CCDC14 contract for the **SEDGEWICK ARENA ROOF REPLACEMENT** as indicated on the drawings, and Statement of Requirements.

The Owner will receive tenders from qualified bidders by hand or by email **until 2:00pm, April 15, 2021 at**

**Next Architecture**  
**#302, 10526 Jasper Avenue**  
**Edmonton, AB**  
**T5J 1Z7**

**lan.morgan@nextarchitecture.ca**

Tenders received after this time will not be accepted. Tenders will not be opened publicly. Any tender or lowest tender will not necessarily be accepted. Proponents are responsible for ensuring email receipt of bid is obtained prior to the closing time.

Digital copies of the tender documents may be obtained from the office of Next Architecture. Any addenda to the tender will be issued to the prime contact at the invited bidders by email. Bidders are requested to acknowledge receipt of all addenda in their bid submission.

Tenders must be accompanied by:

- Consent of a bona fide Surety Company for Performance bond and Labour and Materials Bond in the amount of fifty percent (50%) of the bid price. The successful proponent will be required to obtain these bonds upon award of the work.

The Owner reserves the right to reject any or all bids, and to waive any irregularity in the bidding.

**END OF INVITATION TO BID**

## 1. SUMMARY

- .1 The intent of this tender call is to solicit and receive formal offers to construct the following project:

**Sedgewick Arena – Roof Replacement**

- .2 The legal Owners of the project are:

**Town of Sedgewick  
P.O. Box 129  
4818 – 47 Street  
Sedgewick, AB T0B 4C0  
Canada**

## 2. BID SUBMISSION

- .1 Bids will be received by hand at:

**Next Architecture  
#302, 10526 Jasper Avenue  
Edmonton, AB  
T5J 1Z7**

Or by electronic submission to Email address –  
**ian.morgan@nextarchitecture.ca**

up to 2:00pm local time on April 15, 2021.

- .2 In order to receive consideration, make all bids in accordance with the following:

- .1 Make bids upon the forms provided, properly executed, with all the items filled out. Do not change the wording of the Bid Form, and do not add wordings.
- .2 Oral, telephoned, telegram or fax, tenders will not be accepted nor acknowledged.
- .3 Electronic email bids or hand delivered bids are the only form of acceptable bid. Receipt of the bid submittal(s) must be verified by the Proponent prior to Tender Close.
- .4 The Owner may extend the bid closing time by addendum.
- .5 Submitted bids shall include all forms located in this section, the stipulated price form and consent of Surety documents to be valid for consideration.

**3. BASIS OF TENDERING**

- .1 Tenders shall be based on a Design Build Stipulated Price Contract CCDC14. Contract provided by the successful Proponent to the Owner upon award of the project.
- .2 Unless the Owner exercises his/her right to reject any or all tenders, it is the intent to award a contract based on the lowest evaluated tender for the selected alternatives, notwithstanding that other valid bids may be lower.
- .3 Drawings and Specifications are "Pricing" documents which indicate the general scope of the Project in terms of the work required.
- .4 The Drawings shall be held to determine the general character of the work as well as details of same. Parts not detailed shall be constructed in accordance with the best standard practice for work of this class so as to afford the required strength and logically complete the parts they compose. Where it is obvious that a Drawing illustrates only a part of a given work or number of items, the remainder shall be deemed repetitious and so constructed.
- .5 Tenders shall be based in strict compliance with drawings and specifications.
- .6 Each bidder, including General Contractors, Subtrade Contractors, Consultants, Suppliers and Manufacturers must examine ALL tender drawings, specifications and addendums to the extent that the proposed work and the intent of the tender documents are understood and shall make their own estimate therefrom of the facilities and difficulties attending the performance and completion of the Work.
- .7 Bidders shall advise the Owners Representative during the bid period where site conditions differ materially from the intent of the Contract Documents.
- .8 It is the Bidders responsibility to examine the drawings and specifications and to ensure that he/she has a complete set of contract documents as laid out in the index to specifications, drawing index Section 00851. Should the bidder discover any omissions he/she shall notify the Owners Representative in writing a minimum of 5 days prior to the tender closing.

**4. SUFFICIENCY OF BID**

- .1 The submission of a bid shall constitute an incontrovertible representation by the Bidder that:
  - .1 the Bidder has complied with all bidding requirements,
  - .2 the Bidder is qualified and experienced to perform the Work in accordance with the Bid Documents,
  - .3 the bid is based upon performing the Work in accordance with the Bid Documents, without exception, and
  - .4 the price or prices stated in the bid cover all the Bidder's obligations under the Contract and all matters and things necessary for the performance of the Work in accordance with the Bid Documents

**5. TENDER DOCUMENTS**

Tender Documents consist of the following:

- .1 Invitation to Bid
- .2 Instruction to Bidders
- .3 Stipulated Price Bid Form
- .4 General Requirements of Contract
- .5 Statutory Declaration
- .6 Drawings as listed in List of Drawings
- .7 Addenda issued during tender period
- .8 Other documents identified as tender documents

**6. BID FORM**

- .1 Fill in all blanks in Bid Forms and sign in accordance with the following requirements:
  - .1 Limited Company: Full name of company and name(s) and status of authorized signing officer(s) shall be printed or typed in space provided. Authorized signing officer(s) shall sign. Signing shall be done in the presence of a witness who shall also sign, or in the absence of a witness, the corporate seal shall be affixed.
  - .2 Limited Company Joint Venture: Each joint venture company shall sign as for a limited company.
  - .3 Partnership: Firm name and name(s) of the person(s) signing shall be printed or typed in space provided. One or more of the partners shall sign in the presence of a witness who shall also sign.
  - .4 Sole Proprietorship: Business name and name of sole proprietor shall be printed or typed in space provided. The sole proprietor shall sign in the presence of a witness who shall also sign.
- .4 Complete Tender Form in its entirety. Any items omitted or illegible, any alterations to the text, or any conditions added, may cause the tender to be rejected.

- .5 Submit Tender Form by hand or by email to [ian.morgan@nextarchitecture.ca](mailto:ian.morgan@nextarchitecture.ca) by the closing time indicated on the cover.

## **8. BID FORM SUPPLEMENTS**

- .1 Any of the following irregularities may cause the bid to be declared invalid and rejected:
  - .1 Any failure to submit a required Bid Form supplement as specified.
  - .2 Any required information in a Bid Form supplement is omitted, illegible, frivolous, or otherwise improperly submitted.
  - .3 Any alterations to the text, or any conditions added on or submitted with a Bid Form supplement.
- .2 The Owner may, after the bid closing time and before contract award, require any Bidder to submit, in a form prescribed by or acceptable to the Owner, additional supplementary information about any aspect of the Bidder's bid which, in the Owner's opinion, is necessary for bid evaluation purposes.

## **9. BID MODIFICATION**

- .1 Tenders submitted in accordance with these Instructions to Bidders may be modified providing the modification is received by email to [ian.morgan@nextarchitecture.ca](mailto:ian.morgan@nextarchitecture.ca) by the closing time indicated on the cover.
  - .1 Modifications to tender by Facsimile will not be accepted.
- .2 The Owner will not accept responsibility for the content of modifications.

## **10. BID WITHDRAWAL, ACCEPTANCE & DURATION OF OFFER**

- .1 Tenders shall not be withdrawn or explained after receipt by the Owner unless such withdrawal or explanation is made in writing and received by the Owner prior to the time and date specified for the closing of tenders and is signed by the Bidder.
- .2 A tender may not be withdrawn at or after the time fixed for receiving tenders and shall be irrevocable and open to acceptance by the Owner
  - (1) until some other person has entered into a Contract with the Owner for performance of the Work,  
or
  - (2) until 60 days after the time fixed for receiving tenders, whichever comes first, has elapsed.

- .3 The sixty-day period referred to above shall commence at 12 o'clock midnight of the day fixed for receiving tenders and shall terminate at 12 o'clock midnight of the 60th day thereafter. If the 60th day falls on a Saturday, Sunday, or on a statutory holiday, such day or days shall be omitted from the computation.
- .4 The lowest or any tenders will not necessarily be accepted and the Owner reserves the right to reject any and all tenders. Tenders will be evaluated using any consistent method as determined by the Owner.
- .5 The Owner reserves the right to negotiate contract terms with the lowest acceptable Bidder.

**11. IRREGULARITIES**

- .1 The Owner reserves the right to disregard all non-conforming, non-responsive and conditional tenders.
- .2 Discrepancies between words and figures will be resolved in favour of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favour of the correct sum.

**12. PROOF OF COMPETENCY OF BIDDER**

- .1 Any Bidder may be required to furnish evidence that he and his subcontractors have means and experience in the types of work called for to assure completion of the project to the satisfaction of the Owner.
- .2 Bidders shall be registered or licensed in the Province of Alberta as required by the laws of the Province of Alberta.

**13. AVAILABILITY OF TENDER DOCUMENTS**

- .1 Tender Documents are available in electronic format, PDF to bidders from the office of the coordinating professional.

**14. GST EXCLUDED**

- .1 Bidders shall include in their Tender Price all taxes, except the Federal Goods and Services Tax.
- .2 Federal Goods and Services Tax shall not be included in the Tender Price.
- .3 Taxes and Duties – The owner reserves the right to claim and shall be the only claimant of any exemption from taxes provided for under the Excise Tax Act.

**15. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND JOBSITE**

- .1 Before submitting a bid, each bidder shall carefully examine the drawings, read the specifications, and visit the site of the work. The submission of a bid will be constructed as conclusive evidence that the bidder has made such examination.
- .2 Bidders shall visit site, be fully familiar with the requirements of these documents and become fully conversant with conditions which will be met in performing work of the Contract.
- .3 Claims for extra payment and extensions to Contract Time will not be considered in respect to



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conditions which could have been ascertained by an inspection of the site and requirements set out in these documents prior to close of tenders.

**16. INTERPRETATIONS AND MODIFICATIONS OF TENDER DOCUMENTS**

- .1 Submit questions about the meaning and intent of the Tender Documents to the Owners Representative.
- .2 Bidders shall promptly notify the Owners Representative of any ambiguity, inconsistency or error which they may discover upon examination of the Tender Documents or of the site, and local conditions.
- .3 Replies to questions and modifications of the Tender Documents will be issued in writing in the form of an addendum. Replies to questions and modifications made in any other manner will not be binding and shall be without legal effect.

**17. DISCREPANCIES, OMISSIONS AND ADDENDA**

- .1 Addenda issued by the Owners Representative during the tender period shall be incorporated into tender proposal and shall become part of the related Tender and Contract Documents.
- .2 Notify the Owners Representative during tendering period, and 14 calendar days before time and date set for closing time of any discrepancies, divergences or omissions in or between Drawings and Specifications. Request written clarifications or ruling from the Owners Representative. Should such clarification or ruling be unobtainable before tender closing, allow for most expensive materials, means and methods.
- .3 The Owners Representative will endeavour not to issue any addenda nor will answer any questions or queries later than four (4) calendar days prior to date of Tender closing.
- .4 It is the Bidders responsibility to ensure that he/she has received all issued addenda prior to tender closing and shall list all addenda on the tender form. Failure to do so could be considered grounds for tender rejection.

**18. SITE VISIT**

- .1 Contractors are encouraged to visit the site prior to bidding to familiarize themselves with the work.
- .2 **A Mandatory site visit is scheduled for March 24 at 11.00am**

**19. DIVISION OF WORK**

- .1 Work specified in the Specifications is divided into Sections for reference purposes only.
- .2 Division of work among Subcontractors and suppliers is Bidder's responsibility and the Owner or the Owners Representative assume no responsibility to act as an arbitrator to establish subcontract and supplier limits between sections or divisions of work.

**20. EXECUTION AND AGREEMENT**

- .1 The successful Bidder will be required to enter into formal Contract (CCDC 14) with the Owner for performance of the Work of this Contract.
- .2 The bidder to whom the contract is awarded by the Owner shall, within three days after receiving the notice of award, procure, sign and return all required copies to the Owner for execution.

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**21. SUBSEQUENT CONTRACTS**

- .1 Following the award of Contract, the Contractor shall not permit any Sub-Contractor who has previously withdrawn his/her bid on the tender call to participate in any way in that Contract in the same or similar trade from which the bid was withdrawn.

**22. CONSTRUCTION TIME**

- .1 Bidders are required to submit a detailed Gantt chart of their proposed construction schedule for the project indicating proposed start and completion times of the major construction activities.
- .2 All work, whether scheduled for early completion or not, shall remain as the total work and be maintained by the Contractor up until completion of the total work.
- .3 Substantial Completion dates are found in Section 01 11 15 General Instructions

**23. ALLOWANCES**

- .1 Include in the Tender Price all allowances specified, and in addition, include all associated costs required to perform and complete the work of allowances.

**24. INQUIRIES**

- .1 All inquiries regarding bidding requirements, drawings and specifications shall be directed to the following by:
  - 1. Owners Representative  
Next Architecture  
#302 – 10526 Jasper Avenue  
Edmonton AB  
T5J 1Z7

The terms of these *Instructions to Bidders* are acknowledged and accepted by the bidder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Print name of representative

\_\_\_\_\_  
Signature of representative of bidder

\_\_\_\_\_  
Print name of bidder

**Bidder Information**

Bidder: \_\_\_\_\_  
(Legal name of bidder)

Address: \_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**1. Bidder information**

Complete as applicable:

- ☐ The bidder is a corporation:  
The corporation's jurisdiction of incorporation:  
Any other business or trade name used by the bidder:
- ☐ The bidder is a partnership:  
The partnership's jurisdiction of registration:  
Any other business or trade name used by the bidder:
- ☐ The bidder is a limited partnership:  
The name of the general partner:  
Any other business name or trade name used by the bidder:
- ☐ The bidder is a joint venture:  
The names of the joint venturers and the type of entity of each joint venturer:
- |       |                 |
|-------|-----------------|
| Name: | Type of entity: |
| Name: | Type of entity: |
| Name: | Type of entity: |

The bidder acknowledges that it has received the following *Addenda*, and that this *Bid* has been prepared in accordance with them:

**Check Addenda received and note date**

<input type="checkbox"/> Addenda No. 1 received:		<input type="checkbox"/> Addenda No. 7 received:	
<input type="checkbox"/> Addenda No. 2 received:		<input type="checkbox"/> Addenda No. 8 received:	
<input type="checkbox"/> Addenda No. 3 received:		<input type="checkbox"/> Addenda No. 9 received:	
<input type="checkbox"/> Addenda No. 4 received:		<input type="checkbox"/> Addenda No. 10 received:	
<input type="checkbox"/> Addenda No. 5 received:		<input type="checkbox"/> Addenda No. 11 received:	
<input type="checkbox"/> Addenda No. 6 received:		<input type="checkbox"/> Addenda No. 12 received:	

**Proposed Subcontractors**

The *Bid* includes a list all subcontractors that the bidder proposes to retain to perform any part of the *Scope of Work*, together with the work to be performed by each subcontractor.

Name of Sub-contractor	Scope of Work

The bidder acknowledges that all statements and information contained in this *Bid*, to the best of its knowledge, are true and correct.

This Bidder Information is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Note:  
Execution by a corporation must be by its proper  
officers

**Appendix D – Key Personnel**

The *Bid* includes an organization chart, including the names and titles of key persons and on-site supervisors and includes the approximate number, by trade or title, of other personnel to be used in the performance of the *Scope of Work*.

	<b>Name</b>	<b>Title</b>	<b>Duration of full-time dedication to the Scope of Work</b>
1.	< _____ >	< _____ >	< _____ >
2.	< _____ >	< _____ >	< _____ >
3.	< _____ >	< _____ >	< _____ >
4.	< _____ >	< _____ >	< _____ >
5.	< _____ >	< _____ >	< _____ >
6.	< _____ >	< _____ >	< _____ >
7.	< _____ >	< _____ >	< _____ >
8.	< _____ >	< _____ >	< _____ >
9.	< _____ >	< _____ >	< _____ >
10.	< _____ >	< _____ >	< _____ >

**Appendix E – Work Schedule**

Bidders must submit a detailed Gantt chart of their proposed construction schedule for the project indicating proposed start and completion times of the major construction activities.

**Appendix F – Health and Safety Program**

Bidders must submit includes details regarding the bidder’s health, safety and protection program to be used in the performance of the *Scope of Work*.

**END OF SECTION**

**1. RELATED DOCUMENTS**

- |    |                         |               |
|----|-------------------------|---------------|
| .1 | Instructions to Bidder: | Section 00200 |
| .2 | General Conditions:     | Section 00710 |

**2. DEFINITIONS**

- .1 Information Documents means information of any type and in any form, related to the Project and identified in this Section as such.
- .2 The Contractor is synonymous.

**3. STATUS OF INFORMATION DOCUMENTS**

- .1 Information Documents, or any part thereof, are not part of the Contract unless specifically incorporated into Contract Documents by means of copying, transcribing or referencing.

**4. USE OF AND RELIANCE UPON INFORMATION DOCUMENTS**

- .1 Information Documents are made available to Bidder for the purpose of providing Bidder with access to information available to Owner and Owners Representative.
- .2 Information Documents shall not be considered a representation or warranty that information contained therein is accurate, complete or appropriate.
- .3 Bidder shall interpret and draw its own conclusions about Information Documents and is encouraged to obtain specialist advice with respect thereto. Owner and Owners Representative assume no responsibility for such interpretations and conclusions.
- .4 Information contained in Information Documents may be time sensitive and dates shall be considered when interpreting Information Documents.
- .5 Bidder may rely upon the data contained in Information Documents by means of copying, transcribing or referencing, but shall draw his own conclusions from such data and shall not rely on opinions or interpretations contained therein.

**5. INFORMATION DOCUMENTS INCORPORATED INTO CONTRACT DOCUMENTS**

- .1 Information Documents incorporated into Contract Documents, consist of the following:
  - .1 Roof Repair drawings prepared by Phoenix Roofing Ltd
    - Sheet 0 – Drawing Schedule
    - Sheet 2 – Rigid Frame Cross Section
    - Sheet 2 – Roof Framing
    - Sheet 4 – Roof Framing Details
    - Sheet 4 – Purlin Stabilizer Details

**Sedgewick Arena Roof Replacement**

1. FROM (Bidder): \_\_\_\_\_  
(Name)  
  
\_\_\_\_\_  
(Address)

TO: **Town of Sedgewick**  
**4818 47 Street**  
**Sedgewick, AB T0C 0V0**

PROJECT: **SEDEGWICK ARENA ROOF REPLACEMENT**

2. We, the undersigned, having examined and read the Bid Documents for the above noted project, including Addendum Number(s)\_\_\_\_\_, and having visited the site and examined all conditions affecting the Work, are satisfied we understand the Bid Documents and declare ourselves competent to undertake and complete the Work and do hereby irrevocably bid and agree to carry out the Work in accordance with the Bid Documents, for the stipulated price of:

\_\_\_\_\_  
(Total In Words)  
  
\_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_  
(Total in Figures)

price **excludes** GST.

3. This bid includes allowances, and all costs associated therewith, as outlined in the Specifications.



**Sedgewick Arena Roof Replacement**

- 4 If notified in writing by the General Contractor of the acceptance of this bid within 60 days after the bid closing time, the undersigned will, within 15 days after date of issuance of such notification, execute a formal Agreement with the General Contractor for the performance of the Work for the above stated compensation and comply with all other requirements of the Bid Documents.
5. It is understood that, with respect to this Bid Form, should any item be omitted or illegible, should any alteration be made to the text, or should any condition be added on or submitted with the Bid Form, the bid may be declared informal and the bid may be rejected.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NAME AND ADDRESS  
OF BIDDER:  
(Print or Type) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE(S):	NAME AND STATUS OF PERSON(S) SIGNING BESIDE:(Print or Type)
_____	_____
_____	_____

WITNESS'S SIGNATURE OR CORPORATE SEAL:  
  
\_\_\_\_\_

**END OF SECTION**

**SUBMITTED WITH TENDER FORM**

## Sedgewick Arena Roof Replacement

**Section 00 44 00**  
**Schedule of Labour Rates**  
**Page 1**

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1. All Sub-contractors shall submit the following Schedule of Labour Rates to the General Contractor for approval, prior to signing contracts and commencing work. Provide information indicated on chart on page 2 as related to labour costs, payroll burden and total charge out rate for each trade classification.

FROM:

\_\_\_\_\_  
(SUB-CONTRACTOR'S NAME)

\_\_\_\_\_  
(Address)

PROJECT:

SEDGEWICK ARENA ROOF REPLACEMENT

2. This Schedule of Labour Rates is submitted in compliance with the requirements of Section 00200 – Instructions to Bidders, Article 26.
3. It is understood that:
  - .1 This Schedule of Labour Rates is subject to General Contractor's approval and will be used solely for evaluating Sub-contractor Proposals for changes in the Work.
  - .2 The General Contractor reserves the right to review and, if necessary, negotiate labour rates provide by the Sub-contractor, to ensure these rates are in accordance with current market conditions for each trade category.
  - .3 The General Contractor has not established, and does not intend to establish, minimum wages or benefits applicable to the Work, other than those required by law.
4. Schedule: See next page.

**SUBMITTED WITH TENDER FORM**

6. Labour rates for trades employed by Sub-contractor:

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

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

\_\_\_\_\_  
Name of Subcontractor/  
Sub-subcontractor

**END OF SECTION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SUBMITTED WITH TENDER FORM**

**Sedgewick Arena Roof Replacement**

The following is a list of Alternatives and Alternate Prices with proportionate overall costs of any changes made necessary as a result of the use of any alternates. The Owner may at his/her discretion incorporate the noted alternatives below and adjust the stipulated price accordingly. All alternatives listed below are to be supported by written approval from the Owners Representative, and the same attached to this sheet.

<b><u>ALTERNATE #</u></b>	<b><u>ADD/DEDUCT</u></b>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Contractor 

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Signature 

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Name (printed) 

---

Date 

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Corporate Seal

**END OF SECTION**

**SUBMITTED WITH TENDER FORM**

## GENERAL CONDITIONS OF THE DESIGN-BUILD STIPULATED PRICE CONTRACT

### PART 1 GENERAL PROVISIONS

#### GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the design, the labour, the *Products* and other services necessary for the design and performance of the *Work* by the *Design-Builder* in accordance with these documents. It is not intended, however, that the *Design-Builder* shall supply products or perform services or 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 the *Owner* and the *Consultant*, an *Other Consultant*, a *Subcontractor*, a *Supplier*, or their agent, employee, or any other person performing any portion of the *Design Services* or 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 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 *Design-Builder*,
    - the Definitions,
    - Supplementary Conditions,
    - the General Conditions,
    - the *Owner's Statement of Requirements*,
    - the *Construction Documents*,
  - .2 later dated documents shall govern over earlier documents of the same type, and
  - .3 amendments to documents shall govern over documents so amended.
- 1.1.7 Copyright for the design and *Drawings* and electronic media, prepared on behalf of the *Design-Builder* belongs to the *Consultant* or *Other Consultants* who prepared them. Plans, sketches, *Drawings*, graphic representations, and *Specifications*, including, but not limited to computer generated designs, are instruments of the *Consultant's* or *Other Consultant's* services and shall remain their property, whether or not the *Work* for which they are made is executed and whether or not the *Design-Builder* has paid for the *Design Services*. Their alteration by the *Owner* is prohibited.
- 1.1.8 The *Owner* may retain copies, including reproducible copies, of plans, sketches, *Drawings*, graphic representations, and *Specifications* for information and reference in connection with the *Owner's* use and occupancy of the *Work*. Copies may only be used for the purpose intended and for a one time use, on the same site, and for the same *Project*. Except for reference purposes, the plans, sketches, *Drawings*, electronic files, graphic representations, and *Specifications* shall not be used for additions or alterations to the *Work* or on any other project without a written license from the *Consultant* or *Other Consultants* who prepared the documents, for their limited or repeat use.
- 1.1.9 The *Owner* shall be entitled to keep original models or renderings specifically commissioned and paid for.

- 1.1.10 Should the *Owner* alter a *Consultant's* or *Other Consultant's* instrument of service, or use or provide them to third parties other than in connection with the *Work* without informing the *Consultant* and without the *Consultant's* or *Other Consultant's* prior written consent, the *Owner* shall indemnify the *Design-Builder* against claims and costs (including legal costs) associated with such improper alteration or use.

## 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 hereunder 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*, *Design-Builder*, *Consultant*, *Other Consultant*, *Payment Certifier*, or *Owner's Advisor* shall constitute a waiver of any right or duty afforded to either the *Owner* or the *Design-Builder* 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 to in writing.

## GC 1.4 ASSIGNMENT

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

## GC 1.5 CONFIDENTIALITY

- 1.5.1 Where a confidentiality agreement exists or as the *Owner* otherwise expressly identifies and requires, the *Owner* and the *Design-Builder* shall keep confidential all matters respecting technical and commercial issues relating to or arising from the performance of the *Contract* and shall not, without the prior written consent of the other party, disclose any such matters, except in strict confidence, to their respective professional advisors.

## PART 2 OWNER'S RESPONSIBILITIES

### GC 2.1 OWNER'S INFORMATION

- 2.1.1 The *Owner* shall furnish the information required to complete the *Contract* promptly to avoid delay in the performance of the *Contract*.
- 2.1.2 Unless the *Contract Documents* specifically state otherwise, the *Design-Builder* is entitled to rely on the accuracy of all information provided by or on behalf of the *Owner* without regard for the source of such information.
- 2.1.3 Notwithstanding any other provision of the *Contract*, the *Design-Builder* is not responsible for any design errors or omissions in any designs or *Specifications* provided by or on behalf of the *Owner* unless the *Design-Builder* has been specifically requested to review and has accepted in writing those designs and *Specifications* under the *Contract*.

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**GC 2.2 ROLE OF THE OWNER**

- 2.2.1 The *Owner* will render any necessary decisions or provide instructions promptly to avoid delay in the performance of the *Contract*.
- 2.2.2 All communications between the *Owner* and the *Consultant*, an *Other Consultant*, a *Subcontractor*, or a *Supplier* shall be forwarded through the *Design-Builder*.
- 2.2.3 The *Owner* will be, in the first instance, the interpreter of the requirements of the *Owner's Statement of Requirements*.
- 2.2.4 The *Owner* will have authority to reject by *Notice in Writing* design or work which in the *Owner's* opinion does not conform to the requirements of the *Owner's Statement of Requirements*.
- 2.2.5 Whenever the *Owner* considers it necessary or advisable, the *Owner* will have authority to require a review of the *Design Services* and inspection or testing of the *Work*, whether or not such work is fabricated, installed or completed, in accordance with paragraph 2.5.5 of GC 2.5 – OWNER'S REVIEW OF THE DESIGN AND THE WORK.
- 2.2.6 During the progress of the *Design Services* or of the *Work* the *Owner* will furnish *Supplemental Instructions* related to the *Owner's Statement of Requirements* to the *Design-Builder* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Owner* and the *Design-Builder*.

**GC 2.3 OWNER'S ADVISOR**

- 2.3.1 When the *Owner* appoints an *Owner's Advisor*, the duties, responsibilities and limitations of authority of the *Owner's Advisor* shall be as set forth in the *Contract Documents*.
  - 2.3.2 The duties, responsibilities and limitations of authority of the *Owner's Advisor* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner* and the *Design-Builder*.
  - 2.3.3 Subject to any notified limitations in authority, the *Design-Builder* may rely upon any written instructions or directions provided by the *Owner's Advisor*. Neither the authority of the *Owner's Advisor* to act, nor any decision to exercise or not exercise such authority, shall give rise to any duty or responsibility of the *Owner's Advisor* to the *Design-Builder*, the *Consultant*, *Other Consultants*, *Subcontractors*, *Suppliers*, or their agents, employees or other persons performing any portion of the *Design Services* or the *Work*.
- 2.3.1 If the employment of the *Owner's Advisor* is terminated, the *Owner* may appoint or reappoint an *Owner's Advisor* against whom the *Design-Builder* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Owner's Advisor*.

**GC 2.4 ROLE OF THE PAYMENT CERTIFIER**

- 2.4.1 The *Owner* shall designate a *Payment Certifier* who will review the *Design-Builder's* applications for payment and certify the value of the *Design Services* and of *Work* performed and *Products* delivered to the *Place of the Work*.
- 2.4.2 The duties, responsibilities and limitations of authority of the *Payment Certifier* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner* and the *Design-Builder*.
- 2.4.3 Neither the authority of the *Payment Certifier* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Payment Certifier* to the *Design-Builder*, the *Consultant*, *Other Consultants*, *Subcontractors*, *Suppliers*, or their agents, employees or other persons performing any of the *Design Services* or the *Work*.
- 2.4.4 The *Payment Certifier* will take all reasonable steps to be accessible to the *Design-Builder* during performance of the *Contract* and shall render any necessary decisions or instructions promptly as provided in GC 5.3 – PROGRESS PAYMENT to avoid delay in the processing of payment claims.

- 2.4.5 Based on the *Payment Certifier's* observations and evaluation of the *Design-Builder's* applications for payment, the *Payment Certifier* will determine the amounts owing to the *Design-Builder* 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.
- 2.4.6 All communications between the *Payment Certifier* and the *Consultant*, an *Other Consultant*, a *Subcontractor*, or a *Supplier* shall be forwarded through the *Design-Builder*.
- 2.4.7 The *Payment Certifier* will promptly inform the *Owner* of the date of receipt of the *Design-Builder's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.4.8 If the *Payment Certifier's* services are terminated, the *Owner* shall immediately designate a new *Payment Certifier* against whom the *Design-Builder* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Payment Certifier*.
- 2.4.9 The *Owner* may provide to the *Consultant*, *Other Consultants*, *Subcontractors* or *Suppliers*, through the *Payment Certifier*, information as to the percentage of the *Design Services* and *Work* that has been certified for payment.

## GC 2.5 OWNER'S REVIEW OF THE DESIGN AND THE WORK

- 2.5.1 The *Owner* shall review the design as set out in the design development documents and proposed *Construction Documents* as the *Design Services* proceed, to confirm that the design is in compliance with the *Owner's Statement of Requirements* and the *Contract Documents*.
- 2.5.2 The *Owner* shall complete the reviews in accordance with the schedule agreed upon, or in the absence of an agreed schedule, with reasonable promptness so as to cause no delay.
- 2.5.3 The *Owner's* review shall not relieve the *Design-Builder* of responsibility for errors or omissions in the *Construction Documents* or for meeting all requirements of the *Contract Documents* unless the *Owner* accepts in writing a deviation from the *Contract Documents*.
- 2.5.4 No later than 10 days after completing the review, the *Owner* shall advise the *Design-Builder* in writing that the *Owner* has accepted or rejected the proposed *Construction Documents*. If rejected, the *Owner* shall inform the *Design-Builder* of the reasons of non-conformance and the *Design-Builder* shall revise the proposed *Construction Documents* to address such non-conformance. The *Design-Builder* shall inform the *Owner* in writing of any revisions other than those requested by the *Owner*.
- 2.5.5 The *Owner* may order any portion or portions of the *Work* to be examined to confirm that the *Work* performed 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 *Design-Builder* 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 all costs incurred by the *Design-Builder* as a result of such examination and restoration.

## GC 2.6 WORK BY OWNER OR OTHER CONTRACTORS

- 2.6.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform other design or other work with its own forces.
- 2.6.2 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 *Design Services* and the *Work*;
  - .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*;



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- .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 *Design-Builder* as it affects the *Design Services* and 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.
- 2.6.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Design-Builder* 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 *Owner* 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 *Design Services* or of the *Work*, prior to proceeding with that portion of the *Design Services* or of the *Work*.
- 2.6.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Design-Builder* shall co-ordinate and schedule the *Design Services* and the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 2.6.5 Where a change in the *Design Services* or 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 *Design Services* or 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.
- 2.6.6 Disputes and other matters in question between the *Design-Builder* and the *Owner's* 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 *Design-Builder* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owners* contains a similar agreement to arbitrate.

## PART 3 DESIGN-BUILDER'S RESPONSIBILITIES

### GC 3.1 CONTROL OF THE DESIGN SERVICES AND THE WORK

- 3.1.1 The *Design-Builder* shall have total control of the *Design Services* and of the *Work* and shall direct and supervise the *Design Services* and the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Design-Builder* shall be solely responsible for the *Design Services* and construction means, methods, techniques, sequences, and procedures with respect to the *Work*.
- 3.1.3 The *Design-Builder* shall preserve and protect the rights of the parties under the *Contract* with respect to the *Design Services* to be performed by the *Consultant* and *Other Consultants*, and shall enter into a contract with the *Consultant* and *Other Consultants* to perform *Design Services* as provided in the *Contract*, in accordance with laws applicable at the *Place of the Work*.
- 3.1.4 The *Design-Builder's* contract with the *Consultant* shall:
- .1 be based on the version of CCDC 15 – Design Services Contract between Design-Builder and Consultant in effect as at the date of this *Contract* or incorporate terms and conditions consistent with this version of CCDC 15, and
  - .2 incorporate terms and conditions of the *Contract Documents*, insofar as they are applicable.
- 3.1.5 Upon the *Owner's* request, the *Design-Builder* shall promptly provide the *Owner* with proof of compliance with paragraph 3.1.4.
- 3.1.6 The *Design-Builder* shall be as fully responsible to the *Owner* for acts and omissions of the *Consultant* and *Other Consultants*, and of persons directly or indirectly employed by the *Consultant* and *Other Consultants*, as for acts and omissions of persons directly employed by the *Design-Builder*.

- 3.1.7 The *Design-Builder's* responsibility for *Design Services* performed by the *Consultant* and *Other Consultants* shall be limited to the degree of care, skill and diligence normally provided by consultants in the performance of comparable services in respect of projects of a similar nature to that contemplated by this *Contract*. The *Design-Builder* shall ensure that the *Consultant* and *Other Consultants* perform the *Design Services* to this standard.
- 3.1.8 The *Design-Builder* shall ensure that the *Consultant* and *Other Consultants* provide documentation required by authorities having jurisdiction in accordance with regulations and by-laws in effect at the *Place of the Work*.
- 3.1.9 The *Design-Builder* is solely responsible for the quality of the *Design Services* and of the *Work* and shall undertake any quality control activities specified in the *Contract Documents* or, if none are specified, as may be reasonably required to ensure such quality.
- 3.1.10 The *Design Builder* shall provide access to the *Work*, including parts being performed at locations other than the *Place of the Work* and to the location where the *Design Services* are performed, that the *Owner*, or the *Payment Certifier* may reasonably require to verify the progress of the *Work* or *Design Services* and their conformity to the requirements of the *Contract Documents*. The *Design-Builder* shall also provide sufficient, safe, and proper facilities at all times for such reviews of the *Design Services* or the *Work* and for inspection of the *Work* by authorized agencies.
- 3.1.11 If work is designated for tests, inspections, or approvals in the *Contract Documents*, or by the instructions of the *Owner*, the *Consultant*, or *Other Consultants*, or the laws or ordinances of the *Place of the Work*, the *Design-Builder* shall give the *Owner* reasonable notice of when the work will be ready for review and inspection.
- 3.1.12 The *Design-Builder* shall arrange for and shall give the *Owner* reasonable notice of the date and time of inspections by other authorities.
- 3.1.13 If the *Design-Builder* covers, or permits to be covered, work that has been designated for special tests, inspections, or approvals before such special tests, inspections, or approvals are made, given or, completed, the *Design-Builder* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and restore the covering work at the *Design-Builder's* expense.
- 3.1.14 The *Design-Builder* shall furnish promptly to the *Owner*, on request, a copy of certificates, test reports and inspection reports relating to the *Work*.

**GC 3.2 DESIGN-BUILDER'S REVIEW OF OWNER'S STATEMENT OF REQUIREMENTS OR OTHER INFORMATION**

- 3.2.1 The *Design-Builder* shall promptly notify the *Owner* of any significant error, inconsistency, or omission discovered in the *Owner's Statement of Requirements* or other information provided by or on behalf of the *Owner*. The *Design-Builder* shall not proceed with the *Design Services* or *Work* affected until the *Design-Builder* and the *Owner* have agreed in writing how the information should be corrected or supplied.
- 3.2.2 The *Design-Builder* shall not be liable for damages or costs resulting from such errors, inconsistencies, or omissions in the *Owner's Statement of Requirements* or other information provided by or on behalf of the *Owner*.

**GC 3.3 ROLE OF THE CONSULTANT**

- 3.3.1 The *Consultant* or *Other Consultants* will be, in the first instance, the interpreter of the requirements of the *Construction Documents* that they have prepared.
- 3.3.2 The duties, responsibilities and limitations of authority of the *Consultant* shall be in accordance with paragraph 3.1.4 of GC 3.1 – CONTROL OF THE DESIGN SERVICES AND THE WORK and shall be modified only with the written consent of the *Owner*, which consent shall not be

unreasonably withheld.

- 3.3.3 If the *Consultant's* engagement is terminated, the *Design-Builder* shall immediately appoint or reappoint a *Consultant* against whom the *Owner* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

**GC 3.4 OTHER CONSULTANTS, SUBCONTRACTORS AND SUPPLIERS**

- 3.4.1 The *Design-Builder* 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 *Other Consultants* to require them to perform *Design Services* as provided in the *Contract Documents*;
  2. enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform *Work* as required by the *Contract Documents*;
  3. incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Other Consultants*, *Subcontractors* and *Suppliers* insofar as they are applicable; and
  4. be as fully responsible to the *Owner* for acts and omissions of *Other Consultants*, *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Design-Builder*.
- 3.4.2 The *Design-Builder* shall indicate in writing, at the request of the *Owner*, the names of *Other Consultants*, *Subcontractors*, or *Suppliers* whose proposals or bids have been received by the *Design-Builder* which the *Design-Builder* would be prepared to accept for the performance of a portion of the *Design Services* or of the *Work*. Should the *Owner* not object before signing the subcontract, the *Design-Builder* shall employ *Other Consultants*, *Subcontractors* or *Suppliers* so identified by the *Design-Builder* in writing for the performance of that portion of the *Design Services* or of the *Work* to which their proposal or bid applies.
- 3.4.3 The *Owner* may, for reasonable cause, at any time before the *Design-Builder* has signed the subcontract, object to the use of a proposed *Other Consultant*, *Subcontractor* or *Supplier* and require the *Design-Builder* to employ another proposed *Other Consultant*, *Subcontractor* or *Supplier* bidder.
- 3.4.4 If the *Owner* requires the *Design-Builder* to change a proposed *Other Consultant*, *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences resulting from such required change.
- 3.4.5 The *Design-Builder* shall not be required to employ any *Subcontractor*, *Supplier*, *Other Consultant*, person or firm to whom the *Design-Builder* may reasonably object.

**GC 3.5 CONSTRUCTION DOCUMENTS**

- 3.5.1 The *Design-Builder* shall submit the proposed *Construction Documents* to the *Owner* to review in orderly sequence and sufficiently in advance so as to cause no delay. The *Owner* and the *Design-Builder* shall jointly prepare a schedule of the dates for submission and return of proposed *Construction Documents*.
- 3.5.2 During the progress of the *Design Services*, the *Design-Builder* shall furnish to the *Owner* documents that describe details of the design required by the *Contract Documents*.
- 3.5.3 At the time of submission the *Design-Builder* shall advise the *Owner* in writing of any significant deviations in the proposed *Construction Documents* from the requirements of the *Contract Documents*. The *Owner* may or may not accept such deviations. Accepted deviations from the *Owner's Statement of Requirements* will be recorded in a *Change Order*.
- 3.5.4 When a change is required to the *Construction Documents* it shall be made in accordance with GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER, or GC 6.3 – CHANGE DIRECTIVE

**GC 3.6 DESIGN SERVICES AND WORK SCHEDULE**

3.6.1 The *Design-Builder* shall:

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

**GC 3.7 SUPERVISION**

3.7.1 The *Design-Builder* 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.

3.7.2 The appointed representative shall represent the *Design-Builder* at the *Place of the Work*. Information and instructions provided by the *Owner* to the *Design-Builder's* appointed representative shall be deemed to have been received by the *Design-Builder* except that *Notices in Writing* otherwise required under the *Contract* shall be given as indicated in Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

**GC 3.8 LABOUR AND PRODUCTS**

3.8.1 The *Design-Builder* 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 the *Contract Documents* and their use acceptable to the *Owner*.

3.8.3 The *Design-Builder* shall maintain good order and discipline among the *Design-Builder's* employees involved in the performance of the *Work* and shall not employ anyone not skilled in the tasks assigned.

**GC 3.9 DOCUMENTS AT THE SITE**

3.9.1 The *Design-Builder* shall keep one copy of current *Owner's Statement of Requirements*, *Construction Documents*, *Shop Drawings*, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner*.

**GC 3.10 SHOP DRAWINGS**

3.10.1 The *Design-Builder* shall provide *Shop Drawings* as described in the *Contract Documents* or as the *Owner* may reasonably request.

3.10.2 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Design-Builder* for approval.

3.10.3 The *Design-Builder* shall review all *Shop Drawings* before providing them to the *Owner*. The *Design-Builder* represents by this review that the *Design-Builder* has:

- .1 determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
- .2 checked and co-ordinated each *Shop Drawing* with the requirements of the *Contract Documents*.

3.10.4 If the *Owner* requests to review shop drawings, the *Design-Builder* shall submit them in an

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orderly sequence and sufficiently in advance so as to cause no delay in the *Design Services* or the *Work* or in the work of other contractors. The *Owner* and the *Design-Builder* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings*.

- 3.10.5 The *Owner's* review under paragraph 3.10.4 is for conformity to the intent of the *Contract Documents* and for general arrangement only. The *Owner's* review shall not relieve the *Design-Builder* of the responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents* unless the *Owner* expressly accepts a deviation from the *Contract Documents* by *Change Order*.

### **GC 3.11 NON-CONFORMING DESIGN AND DEFECTIVE WORK**

- 3.11.1 Where the *Owner* has advised the *Design-Builder*, by *Notice in Writing*, that designs or *Specifications* fail to comply with the *Owner's Statement of Requirements*, the *Design-Builder* shall ensure that the design documents or proposed *Construction Documents* are promptly corrected or altered.
- 3.11.2 The *Design-Builder* shall promptly correct defective work that has been rejected by *Notice in Writing* by the *Owner* 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, design, use of defective products, or damage through carelessness or other act or omission of the *Design-Builder*.
- 3.11.3 The *Design-Builder* shall promptly make good other contractors' work destroyed or damaged by such removals or replacements at the *Design-Builder's* expense.
- 3.11.4 If, in the opinion of the *Owner*, 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 *Design-Builder* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Design-Builder* does not agree on the difference in value, the *Design-Builder* shall refer the dispute to Part 8 of the General Conditions – DISPUTE RESOLUTION.

## **PART 4 ALLOWANCES**

### **GC 4.1 CASH ALLOWANCES**

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Owner's Statement of Requirements*. The scope of work or costs included in such cash allowances shall be as described in the *Owner's Statement of Requirements*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Design-Builder's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner*.
- 4.1.4 Where the actual cost of the work performed under any cash allowance exceeds the amount of the allowance, the *Design-Builder* 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 performed 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 *Design-Builder'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 each cash allowance and the actual cost of the work performed 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 *Design-Builder* and the *Owner* shall jointly prepare a schedule that shows when the *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Design Services* or of the *Work*.

**GC 4.2 CONTINGENCY ALLOWANCE**

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Owner's Statement of Requirements*.
- 4.2.2 The contingency allowance includes the *Design-Builder'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 *Design-Builder*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Design-Builder* 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 *Design-Builder 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 *Design Services* and the *Work* progress.
- 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 to in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of the *Design Services* and of the *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Design-Builder* shall submit to the *Payment Certifier*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Design Services* and of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Payment Certifier* may reasonably direct, and when accepted by the *Payment Certifier*, shall be used as the basis for applications for payment unless it is found to be in error.
- 5.2.6 The *Design-Builder* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 A declaration by the *Design-Builder* as to the distribution made of the amounts received using document CCDC 9A – Statutory Declaration of Progress Payment Distribution by Contractor shall be joined to each application for progress payment except the first one.
- 5.2.8 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Payment Certifier* may reasonably require to establish the value and delivery of the *Products*.

**GC 5.3 PROGRESS PAYMENT**

- 5.3.1 After receipt by the *Payment Certifier* of an application for payment submitted by the *Design-Builder* in accordance with GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT:
- .1 the *Payment Certifier* will promptly inform the *Owner* of the date of receipt and value of the *Design-Builder's* application for payment,
  - .2 the *Payment Certifier* will issue to the *Owner* and copy to the *Design-Builder*, 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 *Payment Certifier* determines to be properly due. If the *Payment Certifier* amends the application, the *Payment Certifier* will promptly advise the *Design-Builder* in writing giving reasons for the amendment,
  - .3 the *Owner* shall make payment to the *Design-Builder* 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 *Payment Certifier* of the application for payment, or
    - the last day of the monthly payment period for which the application for payment is made.

**GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK**

- 5.4.1 When the *Design-Builder* considers that the *Work* is substantially performed or, if permitted by the lien legislation applicable at the *Place of the Work*, a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Design-Builder* shall prepare and submit to the *Payment Certifier* appropriate documents as required by the *Contract Documents* together with a written application for a review by the *Payment Certifier* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include this information does not alter the responsibility of the *Design-Builder* to complete the *Contract*.
- 5.4.2 The *Design-Builder's* application for *Substantial Performance of the Work* shall include a statement from the *Consultant*, and *Other Consultants* in support of the submitted information and the date of *Substantial Performance of the Work* or designated portion of the *Work*.
- 5.4.3 The *Payment Certifier* shall, within 7 calendar days after receipt of the *Design-Builder's* application for *Substantial Performance of the Work*, issue a certificate of the *Substantial Performance of the Work* which shall state the date of *Substantial Performance of the Work* or designated portion thereof or advise the *Design-Builder* in writing of the reasons for which such a certificate is not issued.
- 5.4.4 If the applicable lien legislation requires the *Consultant* to determine whether the *Work* has been substantially performed, the *Consultant* shall issue a certificate of the *Substantial Performance of the Work* which shall state the date of *Substantial Performance of the Work* or designated portion of the *Work* or advise the *Design-Builder* in writing of the reasons for which such a certificate is not issued.
- 5.4.5 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Design-Builder*, in consultation with the *Owner* will establish a reasonable date for completing 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 *Design-Builder* shall:
- .1 submit an application for payment of the holdback amount,
  - .2 submits a CCDC 9A Statutory Declaration of Progress Payment Distribution by Contractor.
- 5.5.2 After the receipt of an application for payment from the *Design-Builder* and the statement as provided in paragraph 5.5.1, the *Payment Certifier* 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 *Design-Builder*.

- 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 *Design-Builder* 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 *Design-Builder* 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 *Design-Builder*, the *Payment Certifier* 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 *Design-Builder* 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 *Design-Builder* which are enforceable against the *Owner*.
- 5.6.2 In the Province of Quebec, where, upon application by the *Design-Builder*, the *Payment Certifier* 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 *Design-Builder* 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 *Payment Certifier*. 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 *Design-Builder* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Design-Builder* shall ensure that such subcontract work or *Products* are protected pending the issuance of a *Substantial Performance of the Work* certificate 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 *Design-Builder* considers that the *Design Services* and the *Work* are completed, the *Design-Builder* shall submit an application for final payment.
- 5.7.2 The *Payment Certifier* will, no later than 10 calendar days after the receipt of an application from the *Design-Builder* for final payment, verify the validity of the application and advise the *Design-Builder* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Payment Certifier* finds the *Design-Builder's* application for final payment valid, the *Payment Certifier* 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 *Design-Builder* as provided in Article A-5 of the Agreement – PAYMENT.



**GC 5.8 DEFERRED WORK**

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

**GC 5.9 NON-CONFORMING DESIGN SERVICES AND 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 *Design Services* and the *Work* which are not in accordance with the requirements of the *Contract Documents*.

**PART 6 CHANGES IN THE CONTRACT**

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

- 6.1.1 The *Owner* without invalidating the *Contract*, may make:
- .1 changes to the *Work* or to the *Owner's Statement of Requirements* consisting of additions, deletions or revisions to the *Design Services* or to the *Work*, by *Change Order* or *Change Directive*, and
  - .2 changes to the *Contract Time* by *Change Order*.
- 6.1.2 The *Design-Builder* shall not perform a change in the *Design Services*, *Construction Documents* or to the *Work* without a *Change Order* or a *Change Directive*.

**GC 6.2 CHANGE ORDER**

- 6.2.1 When a change is proposed or required, the *Owner* or the *Design-Builder* shall provide a written description of the proposed change to the other party. The *Design-Builder* shall present, in a form acceptable to the *Owner*, 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.
- 6.2.2 When the *Owner* and *Design-Builder* 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 *Design Services* or the *Work* performed as the result of a *Change Order* shall be included in applications for progress payment.
- 6.2.3 If the *Owner* requests the *Design-Builder* to submit a proposal for a change and then elects not to proceed with the change, a *Change Order* shall be issued by the *Owner* to reimburse the *Design-Builder* for all costs incurred by the *Design-Builder* in developing the proposal, including the cost of the related *Design Services*.

**GC 6.3 CHANGE DIRECTIVE**

- 6.3.1 If the *Owner* requires the *Design-Builder* to proceed with a change prior to the *Owner* and the *Design-Builder* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner* shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change 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 *Design-Builder* shall proceed promptly with the change.
- 6.3.5 For the purpose of valuing *Change Directives*, changes 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 *Design-Builder'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 *Design-Builder's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Design-Builder's* cost, plus the *Design-Builder's* percentage fee on the net increase.
  - .2 If the change results in a net decrease in the *Design-Builder's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Design-Builder's* cost, without adjustment for the *Design-Builder's* percentage fee.
- 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 *Design-Builder* under a salary or wage schedule agreed upon by the *Owner* and the *Design-Builder*, 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 *Design-Builder*, for personnel:
    - (1) stationed at the *Design-Builder'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, coordination drawings, and project record drawings; or
    - (4) engaged in the processing of changes in the *Design Services* or 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 *Design-Builder* and included in the cost of the work as provided in paragraphs 6.3.7.1;
  - .3 travel and subsistence expenses of the *Design-Builder'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 *Design-Builder*;
  - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work* whether rented from or provided by the *Design-Builder* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
  - .7 all equipment and services required for the *Design-Builder's* field office;
  - .8 deposits lost;
  - .9 the cost of *Design Services* including all fees and disbursements of the *Consultant* and *Other Consultants* engaged to perform such services;
  - .10 the amounts of all subcontracts;
  - .11 quality assurance such as independent inspection and testing services;
  - .12 charges levied by authorities having jurisdiction at the *Place of the Work*;
  - .13 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefore subject always to the *Design-Builder's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC  
10.3 – PATENT FEES;
  - .14 any adjustment in premiums for all bonds and insurance which the *Design-Builder* is required, by the *Contract Documents*, to purchase and maintain;
  - .15 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Design-Builder* is liable;
  - .16 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
  - .17 removal and disposal of waste products and debris; and
  - .18 safety measures and requirements.

- 6.3.8 Notwithstanding 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 *Design-Builder* to exercise reasonable care and diligence in the *Design-Builder's* attention to the *Design Services* or to the *Work*. Any cost due to failure on the part of the *Design-Builder* to exercise reasonable care and diligence in the *Design-Builder's* attention to the *Design Services* or to the *Work* shall be borne by the *Design-Builder*.
- 6.3.9 The *Design-Builder* 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 *Owner* 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 *Design-Builder'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 to be included in progress payments.
- 6.3.12 If the *Owner* and *Design-Builder* do not agree on the proposed adjustment in the *Contract Time* attributable to the change, or the method of determining it, the adjustment shall be referred to the provisions of PART 8 – DISPUTE RESOLUTION, for determination.
- 6.3.13 When the *Owner* and the *Design-Builder* 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 *Design-Builder* discovers conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Contract* and 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 *Owner* will promptly investigate such conditions. If the conditions differ materially from the *Contract Documents* and this would cause an increase or decrease in the *Design-Builder's* cost or time to perform the *Design Services* or the *Work*, the *Owner* will issue appropriate instructions for a change in the *Contract* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Owner* is of the opinion 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 *Owner* will advise the *Design-Builder* in writing of the grounds on which this opinion is based.
- 6.4.4 The *Design-Builder* shall not be entitled to an adjustment in the *Contract Price* or the *Contract Time* if such conditions were reasonably apparent during the request for proposal period or bidding period and prior to proposal closing or bid closing.
- 6.4.5 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 *Design-Builder* is delayed in the performance of the *Design Services* or the *Work* by an action or omission of the *Owner* or anyone employed or engaged by the *Owner* directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The *Design-Builder* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Design-Builder* as the result of such delay.
- 6.5.2 If the *Design-Builder* is delayed in the performance of the *Design Services* or 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 *Design-Builder* or any person employed or engaged by the *Design-Builder* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The *Design-Builder* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Design-Builder* as the result of such delay.
- 6.5.3 If the *Design-Builder* is delayed in the performance of the *Design Services* or 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 *Design-Builder* is a member or to which the *Design-Builder* is otherwise bound), or
  - .2 fire, unusual delay by common carriers or unavoidable casualties, or
  - .3 abnormally adverse weather conditions, or
  - .4 any cause beyond the *Design-Builder's* control other than one resulting from a default or breach of *Contract* by the *Design-Builder*,
- then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Design-Builder* agrees to a shorter extension. The *Design-Builder* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions of the *Owner*, or anyone employed or engaged by the *Owner* 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 *Owner* no 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 Any adjustment to *Contract Price* and *Contract Time* required as a result of GC 6.5 – DELAYS shall be made as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER, and GC 6.3 – CHANGE DIRECTIVE.

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

- 6.6.1 If the *Design-Builder* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim 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, to give the other party the opportunity to take actions to mitigate the claim.
- 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 other party 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 regular intervals as agreed between the parties, 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 If the *Owner* and *Design-Builder* are in disagreement regarding the basis for the claim or its valuation, the matter shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

**PART 7 RIGHT TO SUSPEND OR TERMINATE**

**GC 7.1 OWNER'S RIGHT TO SUSPEND THE DESIGN SERVICES OR TERMINATE THE CONTRACT BEFORE THE WORK COMMENCES**

- 7.1.1 The *Owner* may, at any time before the *Work* commences at the *Place of the Work*, suspend performance of the *Design Services* by giving *Notice in Writing* to the *Design-Builder* indicating the expected length of the suspension. Such suspension shall be effective in the manner as stated in the *Notice in Writing* and shall be without prejudice to any claims which either party may have against the other.
- 7.1.2 Upon receiving a notice of suspension, the *Design-Builder* shall, subject to any directions in the notice of suspension, suspend performance of the *Design Services*.
- 7.1.3 If the *Design Services* are suspended for a period of 20 *Working Days* or less, the *Design-Builder*, upon the expiration of the period of suspension, shall resume the performance of the *Design Services* in accordance with the *Contract Documents*. The *Contract Price* and *Contract Time* shall be adjusted as provided in paragraph 6.5.1 of GC 6.5 – DELAYS.
- 7.1.4 If, after 20 *Working Days* from the date of delivery of the *Notice in Writing* regarding the suspension of the *Design Services*, the *Owner* and the *Design-Builder* agree to continue with and complete the *Design Services* and the *Work*, the *Design-Builder* shall resume the *Design Services* in accordance with any terms and conditions agreed upon by the *Owner* and the *Design-Builder*. Failing such an agreement, the *Owner* shall be deemed to have terminated the *Contract* and the *Design-Builder* shall be entitled to be paid for all *Design Services* performed and for such other damages as the *Design-Builder* may have sustained, including reasonable profit, as a result of the termination of the *Contract*.

**GC 7.2 OWNER'S RIGHT TO TERMINATE THE DESIGN-BUILDER'S RIGHT TO CONTINUE WITH THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT**

- 7.2.1 If the *Design-Builder* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Design-Builder's* insolvency, or if a receiver is appointed because of the *Design-Builder's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Design-Builder's* right to continue with the *Design Services* or *Work*, by giving the *Design-Builder* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Design-Builder* neglects to properly perform the *Design Services* or *Work*, or otherwise fails to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Design-Builder* *Notice in Writing* that the *Design-Builder* is in default of the *Design-Builder's* contractual obligations and instruct the *Design-Builder* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.2.3 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 *Design-Builder* shall be in compliance with the *Owner's* instructions if the *Design-Builder*:
- .1 commences the correction of the default within the specified or agreed time, as the case may be, 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.
- 7.2.4 If the *Design-Builder* 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 *Design-Builder* provided the *Payment Certifier* has certified such cost to the *Owner* and the *Design-Builder*, or
- .2 terminate the *Design-Builder's* right to continue with the *Design Services* or *Work* in whole or in part, or
- .3 terminate the *Contract*.

7.2.5 If the *Owner* terminates the *Design-Builder's* right to continue with the *Design Services* or *Work* as provided in paragraphs 7.2.1 and 7.2.4, or if the *Owner* terminates the *Contract*, the *Owner* shall be entitled to:

- .1 use the plans, sketches, *Drawings*, graphic representations and *Specifications* pursuant to paragraph 1.1.8 of GC 1.1 – CONTRACT DOCUMENTS, as reasonably required for the completion of design and construction of the *Project*, but unless otherwise agreed, the *Consultant* and *Other Consultants* shall not assume any responsibility or liability resulting from use of such documents which may be incomplete;
- .2 take possession of the *Work* and *Products* at the *Place of the Work*, and subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*, and finish the *Design Services* and *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense;
- .3 withhold further payment to the *Design-Builder* until final payment is determined in accordance with paragraphs 7.2.5.4 and 7.2.5.5;
- .4 charge the *Design-Builder* the amount by which:
  - (1) the full cost of finishing the *Design Services* and the *Work*, as certified by the *Payment Certifier*, including compensation to the *Payment Certifier* for the *Payment Certifier's* additional services, plus
  - (2) a reasonable allowance as determined by the *Payment Certifier* to cover the cost of corrections to work performed by the *Design-Builder* that may be required under GC 12.5 – WARRANTY, together exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Design Services* and the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Design-Builder* the difference; and
- .5 on expiry of the warranty period, charge the *Design-Builder* the amount by which the cost of corrections to the *Design-Builder's* work under GC 12.5 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Design-Builder* the difference.

7.2.6 The *Design-Builder's* obligation under the *Contract* as to quality, correction and warranty of the *Work* performed by the *Design-Builder* up to the time of termination shall continue after such termination of the *Contract*.

#### **GC 7.3 DESIGN-BUILDER'S RIGHT TO SUSPEND THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT**

7.3.1 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 *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.3.2 If the *Design Services* or *Work* are suspended or otherwise delayed for a period of more than 20 *Working Days* 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 *Design-Builder* or of anyone directly or indirectly employed or engaged by the *Design-Builder*, the *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.

7.3.3 The *Design-Builder* may give *Notice in Writing* to the *Owner* that the *Owner* is in default of the *Owner's* contractual obligations if:

- .1 the *Owner* fails to furnish, when so requested by the *Design-Builder*, reasonable evidence

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- that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
- .2 the *Payment Certifier* fails to issue a certificate as provided in GC 5.3 – PROGRESS PAYMENT, or
  - .3 the *Owner* fails to pay the *Design-Builder* when due the amounts certified by the *Payment Certifier* or awarded by arbitration or court, or
  - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree.
- 7.3.4 The *Design-Builder's Notice in Writing* to the *Owner* provided under paragraph 7.3.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, suspend the *Design Services* or the *Work*, or terminate the *Contract*.
- 7.3.5 If the *Design-Builder* suspends the *Work* pursuant to paragraph 7.3.4, the *Design-Builder* shall:
- .1 at the cost of the *Owner* maintain operations necessary for safety reasons and for care and preservation of the *Work*,
  - .2 make reasonable efforts to delay *Product* deliveries, and
  - .3 not remove from the *Place of the Work* any part of the *Work* or any *Products* not yet incorporated into the *Work*.
- 7.3.6 If the *Design-Builder* terminates the *Contract* under the conditions set out above, the *Design-Builder* shall be entitled to be paid for all *Design Services* and *Work* performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and for such other damages as the *Design-Builder* may have sustained as a result of the termination of the *Contract*.

## **PART 8 DISPUTE RESOLUTION**

### **GC 8.1 NEGOTIATION, MEDIATION AND ARBITRATION**

- 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, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.
- 8.1.2 If a dispute does arise, 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.
- 8.1.3 If the parties do not reach an agreement, either party shall send a *Notice in Writing* of dispute to the other party which contains the particulars of the matter in dispute, the relevant provisions of the *Contract Documents* and, if a Project Mediator has not already been appointed, a request that a Project Mediator be appointed. 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 the response and any relevant provisions of the *Contract Documents*.
- 8.1.4 If a dispute is not resolved promptly, the *Owner* will issue such instructions as necessary 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 *Design-Builder* costs incurred by the *Design-Builder* in carrying out such instructions which the *Design-Builder* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Design Services* or the *Work*.
- 8.1.5 The parties shall, in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of proposal closing or bid closing, 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.

- 8.1.6 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.1.3, 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 and Arbitration of Construction Disputes as provided in CCDC 40 Rules for Mediation and Arbitration of Construction Disputes in effect at the time of proposal closing or bid closing.
- 8.1.7 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.1.6 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* and the *Design-Builder*.
- 8.1.8 By giving a *Notice in Writing* to the other party not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.1.7, either party may refer the dispute to be finally resolved by arbitration conducted in accordance with the Rules for Mediation and Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of proposal closing or bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.1.9 On expiration of the 10 *Working Days* stipulated in paragraph 8.1.8, the arbitration agreement under paragraph 8.1.8 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.1.8 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.
- 8.1.10 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.1.8, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.1.8 shall be
- .1 held in abeyance until
    - (1) *Substantial Performance of the Work*,
    - (2) the *Contract* has been terminated, or
    - (3) the *Design-Builder* has abandoned the *Design Services* or the *Work*, whichever is earlier; and
  - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.1.8.

## **GC 8.2 RETENTION OF RIGHTS**

- 8.2.1 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 8.1.4.
- 8.2.2 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 8.1.9 of GC 8.1 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.
- 8.2.3 Part 8 of the General Conditions – DISPUTE RESOLUTION shall survive suspension or termination of the *Contract*.

## **PART 9 PROTECTION OF PERSONS AND PROPERTY**

### **GC 9.1 PROTECTION OF WORK AND PROPERTY**

- 9.1.1 The *Design-Builder* 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 *Design-Builder's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as



the result of:

- .1 errors in the *Owner's Statement of Requirements*, or
- .2 acts or omissions by the *Owner*, the *Owner's* agents and employees.

- 9.1.2 Before commencing any work, the *Design-Builder* shall determine the location of all underground utilities and structures that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Design-Builder* in the performance of the *Contract* damage the *Work*, the *Owner's* property, or property adjacent to the *Place of the Work*, the *Design-Builder* shall be responsible for making good such damage at the *Design-Builder's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Design-Builder* is not responsible, as provided in paragraph 9.1.1, the *Design-Builder* 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 AND MATERIALS**

- 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 *Design-Builder* commencing the *Design Services* or *Work*, the *Owner* shall, subject to legislation applicable to the *Place of the Work*:
  - .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 *Design-Builder* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Design-Builder* 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 *Design-Builder* commencing the *Work*.
- 9.2.5 If the *Design-Builder* encounters toxic or hazardous substances at the *Place of the Work* or 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 *Design-Builder* or anyone for whom the *Design-Builder* 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 *Design-Builder* shall:
  - .1 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 legislation applicable to the *Place of the Work*, and
  - .2 immediately report the circumstances to the *Owner* in writing.
- 9.2.6 If the *Owner* and *Design-Builder* do not agree on the existence or significance of the toxic or hazardous substances, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Design-Builder* or anyone for whom the *Design-Builder* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and make a determination on such matters. The expert's report shall be delivered to the *Owner* and the *Design-Builder*.
- 9.2.7 If the *Owner* and *Design-Builder* 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 *Design-Builder* or anyone for whom the *Design-Builder* is responsible, the *Owner* shall promptly at the *Owner's* own expense:

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- .1 take all steps as required under paragraph 9.2.4;
  - .2 reimburse the *Design-Builder* for the costs of all steps taken pursuant to paragraph 9.2.5;
  - .3 extend the *Contract Time* for such reasonable time as agreed between the *Design-Builder* and the *Owner* in consultation with the expert referred to in 9.2.6 and reimburse the *Design-Builder* for reasonable costs incurred as a result of the delay; and
  - .4 indemnify the *Design-Builder* as required by GC 12.2 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Design-Builder* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substance was brought onto the *Place of the Work* by the *Design-Builder* or anyone for whom the *Design-Builder* is responsible, the *Design-Builder* shall promptly at the *Design-Builder'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 12.2 – 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 in paragraphs 9.2.7 or 9.2.8.

### **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 of the Work* shall, as between the *Owner* and the *Design-Builder*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Design-Builder* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Owner* upon discovery of such items.
- 9.3.3 The *Owner* will investigate the impact on the *Design Services* or the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Design-Builder's* cost or time to perform the *Design Services* or the *Work*, the *Owner* will issue appropriate instructions for a change in the *Contract* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

### **GC 9.4 CONSTRUCTION SAFETY**

- 9.4.1 Except as provided for in paragraph 2.6.2.2 of GC 2.6 – WORK BY OWNER OR OTHER CONTRACTORS, the *Design-Builder* shall assume overall responsibility for:
- .1 construction health and safety at the *Place of the Work* in compliance with the rules, regulations and practices required by the applicable construction health and safety legislation, and
  - .2 establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work*.

### **GC 9.5 MOULD**

- 9.5.1 If the *Design-Builder* 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 *Design-Builder* 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.

- 9.5.2 If the *Owner* and *Design-Builder* 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 make a determination on such matters. The expert's report shall be delivered to the *Owner* and *Design-Builder*.
- 9.5.3 If the *Owner* and *Design-Builder* agree, or if the expert referred to in paragraph 9.5.2 determines that the presence of mould was caused by the *Design-Builder's* operations under the *Contract*, the *Design-Builder* shall promptly, at the *Design-Builder'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 9.5.2, and
  - .4 indemnify the *Owner* as required by GC 12.2 – INDEMNIFICATION.
- 9.5.4 If the *Owner* and *Design-Builder* agree, or if the expert referred to in paragraph 9.5.2 determines that the presence of mould was not caused by the *Design-Builder'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 *Design-Builder* 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 agreed between the *Design-Builder* and the *Owner* in consultation with the expert referred to in paragraph 9.5.2 and reimburse the *Design-Builder* for reasonable costs incurred as a result of the delay, and
  - .4 indemnify the *Design-Builder* as required by GC 12.2 – INDEMNIFICATION.
- 9.5.5 If either party does not accept the expert's finding under paragraph 9.5.2, 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 9.5.3 or 9.5.4, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided in paragraphs 9.5.3 or 9.5.4.

## 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 proposal closing or bid closing except for *Value Added Taxes* payable by the *Owner* to the *Design-Builder* as stipulated in Article A-4 of the Agreement – CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Design-Builder* due to changes in such included taxes and duties after the time of the proposal closing or bid closing shall increase or decrease the *Contract Price* accordingly, and either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANCE IN CONTRACT PRICE.

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

- 10.2.1 The laws of the *Place of the Work* shall govern the *Design Services* and the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for the permanent easements and rights of servitude.
- 10.2.3 Unless otherwise stated, the *Design-Builder* shall obtain and pay for the building permit and other permits, licences, or certificates necessary for the performance of the *Work* at the time of the proposal closing or bid closing. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Design-Builder* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the *Design Services* or the performance of the *Work* and which relate to the *Design Services* or the *Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Design-Builder* shall not be responsible for verifying that the *Owner's Statement of Requirements* is in substantial compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Design Services* or the *Work*. If after the time of the proposal closing or bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Design-Builder* shall advise the *Owner* in writing requesting direction immediately upon such variance or change becoming known. Changes shall be made 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 *Design-Builder* fails to advise the *Owner* 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 *Design-Builder* 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 proposal closing or bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Design Services* or 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 *Design-Builder* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Design-Builder* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Design-Builder's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Design-Builder* or anyone for whose acts the *Design-Builder* may be liable.
- 10.3.2 The *Owner* shall hold the *Design-Builder* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Design-Builder'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 by the *Owner* to the *Design-Builder* as part of the *Contract Documents*.

## GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Design Services* or the *Work*, again with the *Design-Builder's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Design-Builder's* application for final payment, the *Design-Builder* 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 *Design-Builder* shall provide such evidence of compliance by the *Design-Builder* and Subcontractors

## PART 11 INSURANCE AND CONTRACT

### SECURITY GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.2 – INDEMNIFICATION, the *Design-Builder* 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 proposal closing or bid closing except as hereinafter provided:
- .1 Everywhere used in CCDC 41 – CCDC INSURANCE REQUIREMENTS, the term "Contractor" shall be replaced with the term "Design-Builder".

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- .2 General liability insurance in the name of the *Design-Builder* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner*, the *Consultant*, *Other Consultants*, the *Owner's Advisor*, and the *Payment Certifier* as insured but only with respect to liability arising out of the operations of the *Design-Builder* with regard to the *Design Services* or *Work*. All 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.
  - .3 Automobile Liability Insurance from the date of commencement of the *Design Services* or the *Work* until one year after the date of *Substantial Performance of the Work*.
  - .4 If owned or non-owned aircraft and watercraft are used directly or indirectly in the performance of the *Design Services* or *Work*, Aircraft and Watercraft Liability Insurance from the date of commencement of the *Design Services* or *Work* until one year after the date of *Substantial Performance of the Work*.
  - .5 "All risks" property insurance in the joint names of the *Design-Builder*, the *Owner*, the *Consultant*, the *Owner's Advisor*, and the *Payment Certifier*. The policy shall include as Additional Insureds all *Subcontractors*. Where the full insurable value of the *Work* is substantially less than the *Contract Price*, the *Owner* may reduce the amount of insurance required or waive the insurance requirement. The "all risks" 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*; or
    - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
  - .6 Boiler and machinery insurance in the joint names of the *Design-Builder* and the *Owner*. 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*.
  - .7 The "all risks" 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 *Design-Builder* as their respective interests may appear. In the event of loss or damage:
    - (1) the *Design-Builder* 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 *Design-Builder* 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 *Design-Builder* shall be entitled to such reasonable extension of *Contract Time* as agreed by the *Owner* and *Design-Builder*;
    - (2) the *Design-Builder* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount at 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 of the *Contract*. In addition the *Design-Builder* shall be entitled to receive from the payments made by the insurer the amount of the *Design-Builder'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, the *Owner* shall pay the *Design-Builder* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions of the *Contract*.
  - .8 *Design-Builder's* Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
  - .9 In addition to the insurance requirements specified in CCDC 41 – CCDC INSURANCE REQUIREMENTS, the *Design-Builder* shall carry professional liability insurance with limits of not less than \$1,000,000 per claim and with an aggregate limit of not less than \$2,000,000 within any policy year, unless specified otherwise in the *Contract Documents*. The policy shall be maintained continuously from the commencement of the *Contract* until 2 years after

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*Substantial Performance of the Work.*

- 11.1.2 Prior to commencement of the *Design Services* or *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Design-Builder* shall promptly provide the *Owner* with confirmation of coverage and, if required, a true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Design Services* or *Work*.
- 11.1.3 The *Design-Builder* shall be responsible for deductible amounts under the policies except where such amounts may be excluded from the *Design-Builder's* responsibility by the terms of GC 9.1 – PROTECTION OF WORK AND PROPERTY and GC 12.2 – INDEMNIFICATION.
- 11.1.4 If the *Design-Builder* 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 of same to the *Design-Builder* and the *Consultant*. The *Design-Builder* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from any amount which is due or may become due to the *Design-Builder*.
- 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 – CCDC INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Design-Builder'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 – CCDC INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may require the increased coverage from the *Design-Builder* 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 any revision of CCDC 41 – CCDC INSURANCE REQUIREMENTS.

## GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Design-Builder* shall, prior to commencement of the *Design Services* or *Work* or within such other time as may be specified in the *Contract Documents*, 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, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY GC

### 12.1 DEFINITION AND SURVIVAL

- 12.1.1 For the purposes of Part 12 – INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY, “claim” or “claims” shall mean claims, demands, losses, costs, damages, actions, suits or proceedings, whether in contract or tort.
- 12.1.2 Part 12 of the General Conditions – INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY shall survive suspension or termination of the *Contract*.

### GC 12.2 INDEMNIFICATION

- 12.2.1 Without restricting the parties’ obligations to indemnify one another as described in paragraph 12.2.4 and the *Owner's* obligation to indemnify as described in paragraph 12.2.5, the *Owner* and the *Design-Builder* shall each indemnify and hold harmless the other from and against all claims, 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) errors, omissions, or negligence of the party from whom indemnification is sought or anyone for whom that party is responsible, or
  - (2) a breach of this *Contract* by the party from whom indemnification is sought; 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 5.4.3 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*.

12.2.2 The obligation of either party to indemnify as set forth in paragraph 12.2.1 shall be limited as follows:

- .1 In respect to losses suffered by the *Owner* and the *Design-Builder* 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 – CCDC INSURANCE REQUIREMENTS in effect at the time of proposal or bidclosing.
- .2 In respect to losses suffered by the *Owner* and the *Design-Builder* 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 of the Agreement – 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 12.2.2.1 and 12.2.2.2 shall apply.

12.2.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.2.1 and 12.2.2 shall be inclusive of interest and all legal costs.

12.2.4 The *Owner* and the *Design-Builder* shall indemnify and hold harmless the other from and against all claims arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS.

12.2.5 The *Owner* shall indemnify and hold harmless the *Design-Builder* from and against all claims:

- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
- .2 arising out of the *Design-Builder'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*.

12.2.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Design-Builder*:

- .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; and
- .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this *Contract* to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

### **GC 12.3 LIMITATION OF LIABILITY FOR DESIGN SERVICES**

12.3.1 Notwithstanding any other provisions of this *Contract*, the *Design-Builder's* liability for claims which the *Owner* may have against the *Design-Builder*, including the *Design-Builder's* officers, directors, employees and representatives, that arise out of, or are related to, the *Design Services*, shall be limited:

- .1 to claims arising from errors, omissions, or negligent performance of the *Design Services* by the *Consultant or Other Consultant* and
- .2 where claims are covered by insurance the *Design-Builder* is obligated to carry pursuant to GC 11.1 – INSURANCE, to the amount of such insurance.

**GC 12.4 WAIVER OF CLAIMS**

- 12.4.1 Subject to any lien legislation applicable at 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 *Design-Builder* waives and releases the *Owner* from all claims which the *Design-Builder* has or reasonably ought to have knowledge of that could be advanced by the *Design-Builder* against the *Owner* arising from the *Design-Builder's* involvement in the *Design Services* or *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 *Design-Builder* 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 *Design-Builder* by third parties for which a right of indemnification may be asserted by the *Design-Builder* against the *Owner* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Design-Builder* pursuant to the provisions of paragraphs 12.2.4 or 12.2.5 of GC 12.2 – INDEMNIFICATION; and
  - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.4.2 The *Design-Builder* waives and releases the *Owner* from all claims referenced in paragraph 12.4.1.4 except for those referred in paragraphs 12.4.1.2 and 12.4.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Design-Builder* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.4.3 Subject to any lien legislation applicable at 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 *Design-Builder* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Design-Builder* arising from the *Owner's* involvement in the *Design Services* or *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 *Design-Builder* 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 *Design-Builder* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Design-Builder* pursuant to the provisions of paragraph 12.2.4 of GC 12.2 – INDEMNIFICATION;
  - .4 damages arising from the *Design-Builder'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 12.5 – WARRANTY; and
  - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.4.4 The *Owner* waives and releases the *Design-Builder* from all claims referred to in paragraph 12.4.3.4 except claims for which *Notice in Writing* of claim has been received by the *Design-Builder* 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



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- 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.
- 12.4.5 The *Owner* waives and releases the *Design-Builder* from all claims referenced in paragraph 12.4.3.6 except for those referred in paragraph 12.4.3.2, 12.4.3.3 and those arising under GC 12.5 – WARRANTY and claims for which *Notice in Writing* has been received by the *Design-Builder* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.4.6 “*Notice in Writing* of claim” as provided for in GC 12.4 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.4 – 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.
- 12.4.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.4 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 12.4.8 Where the event or series of events giving rise to a claim made under paragraphs 12.4.1 or 12.4.3 has a continuing effect, the detailed account submitted under paragraph 12.4.7 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.
- 12.4.9 If a *Notice in Writing* of claim pursuant to paragraph 12.4.1.1 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 is received pursuant to paragraph 12.4.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.4.10 If a *Notice in Writing* of claim pursuant to paragraph 12.4.3.1 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 is received pursuant to paragraph 12.4.1.1 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 12.5 WARRANTY**

- 12.5.1 Except for extended warranties as described in paragraph 12.5.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.5.2 The *Design-Builder* warrants that the *Work* is in accordance with the *Contract Documents*.
- 12.5.3 The *Owner* shall promptly give the *Design-Builder* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.5.4 The *Design-Builder* shall promptly correct, at the *Design-Builder's* expense, any work which is not in accordance with the *Contract Documents* or defects or deficiencies in the *Work* which appear at any time until the end of the warranty periods specified in the *Contract Documents*.
- 12.5.5 The *Design-Builder* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.5.4.
- 12.5.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.5.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor for the benefit of the *Owner*. The *Design-Builder'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.
- 12.5.7 The *Design-Builder* does not warrant against the effects of corrosion, erosion or wear and tear of

any *Product* or failure of any *Product* due to faulty operations or maintenance by the *Owner* or conditions of operation more severe than those specified for the *Product*.

- 12.5.8 The warranties specified in GC 12.5 – WARRANTY or elsewhere in the *Contract Documents* are the only warranties of the *Design-Builder* applicable to the *Work* and no other warranties, statutory or otherwise, are implied.

**END OF SECTION**

**Sedgewick Arena Roof Replacement**

**Section 00 85 10  
Drawing Index**

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Sheet No.	Revision No.
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- ARCHITECTURAL  
A0.00 COVER SHEET  
A0.11 SYMBOLS AND ABBREVIATIONS  
A2.03 ROOF PLAN  
A5.010 BUILDING SECTIONS

Structural notes contained on Architectural Drawings

**END OF DRAWING INDEX**

## 1. WORK OF THE CONTRACT

- .1 The work of this contract comprises the replacement of the existing standing seam roof at the hockey arena of the Wild Rose Co-op Recreation Centre in Sedgewick AB. Works include but are not limited to;
  - Demolition of existing standing seam roof with associated bagged insulation, corroded purlins, clips and accessories.
  - Demolition Plan shall include procedures to ensure that the lateral stability of the building is maintained.
  - Temporary removal of electrical and mechanical equipment and roof penetrations
  - Installation of new galvanized purlins and modifications to purlins lateral bracing
  - Temporary removal and new installation of Pre-Engineered beams lateral stability bracing to new roof purlins.
  - Painting of any non-corroded purlins that are not being removed with chromate primer and finishing coat to match galvanized purlins.
  - Inspection and replacement of Pre-Engineered Buildings lateral roof cross bracing if corroded.
  - Installation of new standing seam roof with insulation and protective netting above arena surface, all flashings and accessories.
  - Installation of protective netting around all sides of the arena.
  - Reinstatement and flashings of all mechanical equipment and roof penetrations for plumbing exhaust and miscellaneous items.
  - Reinstatement of all electrical equipment.
- .2 The project has been developed to the completion of the Design Development stage by Bridging consultants Next Architecture and Associated Engineering. Drawings are contained in Appendix A. Bidders are required to appoint their own consultants to complete the construction documents package. The construction documents package comprising drawings and specifications will be submitted to the Town of Sedgewick for review for compliance with the Statement of Requirements.
- .3 Following approval of the construction documents package, the successful bidder will be responsible for applying for and obtaining a Building Permit. The Town of Sedgewick will receive the application for Building Permit for processing.

## 2. PROPERTY LOCATION

- .1 Legally described as:  
Lot 1 Block 23 Plan 912 1568
- 2 Municipal Address  
5301 51 St, Sedgewick, AB T0B 4C0

**3. ROOF DESIGN**

**The following summary provides an overview of the proposed roof design – refer to drawings in Appendix A**

New commercial grade standing seam metal roof

Reference Standards

- .1 American Society for Testing and Materials (ASTM) (Current Edition).
  - .1 ASTM E-1592 Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference
  - .2 ASTM E-1680-95 Rate of Air Leakage Through Exterior Metal Roof Panel Systems
  - .3 ASTM E-1646-95 Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference
- .2 CSA Standards
  - .1 CSA-S136-07 North American Specification for the Design of Cold Formed Structural Members
  - .2 CSA-S16-19 Design of Steel Structures
  - .3 CSA G164-18 Hot Dip galvanizing of Irregularly Shaped Articles

Installer Qualifications:

- .1 Installer shall have had at least ten (10) years of experience in the installation of standing seam roof systems.
- .2 Installer must be approved by the manufacturer.
- .3 Installer shall have a minimum of five (5) projects completed of similar size and scope

Warranty

- .1 Manufacturer's Warranty: Standard performance warranty provided by the manufacturer to warrant all panels, flashings, sealants, fasteners, and accessories against defective materials and/or workmanship for a period of up to twenty (20) years

Performance Requirements

- .1 The standing seam roof system (deck, purlins, clips etc) shall be designed to safely resist the positive and negative vertical loads as well as any lateral loading required for the location and type of project designed.
- .2 Water penetration of the panel assembly at 20psf pressure for 15 minutes shall have "no uncontrollable leakage" when tested in accordance with ASTM E1646
- .3 Air infiltration of panel assembly at 20psf pressure shall be no more than 0.02 cfm/sf of panel when tested in accordance with ASTM E1680.
- .4 Fasten the roofing panels to the structure through the use of concealed thermally broken fiberglass hangers/clips which are designed to allow for up to and including a full 3-3/4" of panel movement without impeding the performance of the panel.

Panel Requirements

- .1 Panels shall be 305mm (12") or 400mm (15 3/4") wide with a minimum vertical standing leg height of 65mm (2 1/2").
- .2 22 gauge (0.030") or 20 gauge (0.036") AZ180 coated steel Grade 50B, plain mill finish.
- .3 Exterior Surface of Panels: Consisting of a nominal .2 mil primer and nominal .8 mil 70% polyvinylidene topcoat. The color shall be selected from standard color chart.
- .4 Fasten standing seam roofing to structure with specially designed and tested clips/hangers

## **Sedgewick Arena Roof Replacement**

**Section 01 11 00**  
**Summary of Work**  
**Page 3**

- manufactured exclusively for the roofing system
- .5 Clips/halters must be designed to allow the roofing materials free movement in either direction parallel to the standing leg of the panel.
- .6 Flashing: All trim materials to be same thickness and finish as specified for the panel system.

### **Insulation Requirements**

- .1 Insulation should have a minimum R value of R40. Polypropylene Insulation Facing on front side, polyester fabric backing on back side. Woven product. Suitable for sporting facilities and high traffic areas.

### **Netting requirements**

- .1 Knotless nylon colour black 1.8mm twine 1<sup>1</sup>/<sub>2</sub>" square mesh, break strength 160lbs UV treated and fire retardant

### **Purlins Requirements**

- .1 Depth of purlins shall match existing.
- .2 Purlins, lateral bracing, clips etc shall be galvanized.
- .3 Purlins, lateral bracing of purlins and clips shall be designed to safely resist the positive and negative vertical loads as well as any lateral loading.

**END OF SECTION**

## **1. DOCUMENTS REQUIRED**

- .1 Maintain at job site, one of each of the following:
  - .1 Contract drawings.
  - .2 Specifications.
  - .3 Addenda.
  - .4 Reviewed shop drawings.
  - .5 Change orders.
  - .6 Other modifications to Contract.
  - .7 Field test reports.
  - .8 Copy of approved work schedule.
  - .9 Manufacturers' installation and application instructions.

## **2. WORK SCHEDULE**

- .1 Submit with the bid an outline schedule indicating the major milestones for completion of construction documents and construction activities.
- .2 Successful bidder to develop within 15 days of award a complete itemized critical path method schedule showing stages of all units of Work including dates for review and approval of construction documents by the Town of Sedgewick.
- .3 Schedule is to contain dates for shop drawing review and approval by the Town of Sedgewick.
- .4 Include in this schedule such intermediate dates for specific portions of the Work to be completed for the Owner's use and dates for receiving and installing any Owner purchased equipment.
- .5 Make whatever revisions to the schedule that the Town of Sedgewick may reasonably require and when reviewed such schedule shall become the agreed progress schedule referred to in these documents. Assume full responsibility for the approved schedule and direct own and Sub-contractor operations in conformity therewith. When schedule approved by Town of Sedgewick, take all necessary measures to complete work within scheduled time. Do not change schedule without Town of Sedgewick approval.
- .6 Should any change in schedule be necessary, the proposed change along with written reasons for the change, shall be submitted to the Town of Sedgewick for review and approval.
- .7 The Town of Sedgewick requires substantial completion of the north half of the arena by July 15, 2021 for this project due to a mechanical upgrade project which will require access to the north half of the interior and exterior of the building. The remainder of the project shall obtain substantial completion by July 31, 2021 and all deficiencies address and project completed by August 31, 2021. The mechanical upgrade project will require access to the complete interior of the arena as of August 1, 2021.

## **3. OWNERSHIP OF DOCUMENTS AND MODEL'S**

- .1 All Contract Documents, and copies thereof, and all models furnished by the owner are and shall remain their property.

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- .2 Such documents and models are not to be used on other work. With the exception of the signed sets of Contract Documents, they are to be returned to the Owner upon request, at the completion of the work.
  - .3 Documents are not to be copied or revised in any manner without the written authorization of the Owner.
  - .4 The Contractor will be provided without charge, with digital copies of the tender documents in PDF format. CAD files of all drawings prepared by the Bridging consultants will be provided for download. Hard copies, print and plot are at the expense of the Contractor and/or Subtrade Contractor.

#### **4. CONTRACTOR'S USE OF SITE**

- .1 Use of the site: exclusive and complete for execution of work except as follows:
  - .1 Access must be maintained at all times to the existing building occupied by the Town of Sedgewick
  - .2 Contractors site area and laydown area are to be confined to the areas indicated on the site plan.
  - .3 Access for other Contractors having a separate contract with the Owner.
- .2 Do not unreasonably encumber site with materials or equipment.
- .3 Move stored products or equipment which interfere with operation of other Contractors.
- .4 Obtain and pay for use of additional storage or work areas needed for operations.
- .5 Maintain safety helmets on the job site, ready for use.
- .6 Confine apparatus, the storage of materials, and the operation of workmen to limits indicated by law or by direction of the Owner. Do not unreasonably encumber the premises with materials.
- .7 Enforce the Owner's instructions regarding signs, advertisements, fires and smoking.

#### **5. ACCESS TO THE WORK**

- .1 The Owners Representative, the Owner or other authorized officers delegated will have access to the work, or other places where work is being fabricated in connection with the Contract, at all times for the purposes of inspection and examination of workmanship and materials.

#### **6. COST BREAKDOWN**

- .1 Within 15 working days after Award of Contract submit a detailed breakdown of Contract price as directed by the Owners Representative and aggregating the total contract price. After approval by the Owners Representative, the cost breakdown will be used as basis for monthly progress payment.
- .2 Provide a separately detailed breakdown for work of each of Division 15 and Division 16.

#### **7. PROGRESS CLAIMS**

- .1 Cash Flow Forecast
  - .1 Submit to the Owners Representative within 15 days of award of Contract, a



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- Forecast of approximate progress costs compiled on a monthly basis, covering the duration of the Contract.
  - .2 Submit revised forecasts of the cash flow as the work proceeds or as requested by the Owner.
  - .3 No payment will be made until these requirements are fulfilled.
- .2 Monthly Claim for Payment
- .1 Refer to Part 5 of the General Conditions regarding monthly progress claims, certificates, and requirements thereof.

## **8. CODES AND STANDARDS**

- .1 Perform work in accordance with the Alberta Building Code Latest Edition and any other code of provincial or local application provided that in any case of conflict or discrepancy, more stringent requirements shall apply.
- .2 Refer to individual sections of specifications for particular reference of specially applicable codes and standards for the Performance of the Work.
- .3 Meet or exceed requirements of specified standards, codes and referenced documents.

## **9. PRECONSTRUCTION MEETING**

- .1 Within Fourteen (14) calendar days of the date of approval of construction documents the General Contractor will schedule a preconstruction meeting to establish contract administration procedures. All Owners Representatives, Owner, major Sub-contractor and the Contractor shall attend this meeting. The General Contractor will minute the proceedings of this meeting and distribute copies to attendees and concerned parties.

## **10. PROJECT MEETINGS**

- .1 The Contractor shall hold project meetings at times and locations approved by the Owner and the Owners Representative.
- .2 The Contractor shall notify all parties concerned of meetings.
- .3 The Contractor shall record minutes of meetings and distribute copies to all concerned parties within 5 calendar days of meeting.

## **11. SETTING OUT OF WORK**

- .1 Assume full responsibility for and execute complete layout of work to locations, lines and elevations indicated.
- .2 The care of the works shall rest with the General Contractor.
- .3 Be responsible for loss or damage to the building and/or stored materials and for damage caused by frost or inclement weather.
- .4 Provide devices needed to layout and construct work.

## **12. LOCATION OF EQUIPMENT AND FIXTURES**

- .1 Location of equipment, fixtures and outlets indicated or specified are to be considered as approximate.

- .2 Locate equipment, fixtures and distribution systems to provide minimum interference and maximum usable space and in accordance with manufacturer's recommendations for safety, access and maintenance.
- .3 Inform Owners Representative of impending installation and obtain his approval for actual location.
- .4 Submit a field drawing to indicate relative position of various services and equipment when requested by Owners Representative.

## **13. CUTTING, FITTING AND PATCHING**

- .1 Execute cutting (including excavation), fitting and patching required to make work fit properly together including such work as required for electrical and mechanical services and facilities.
- .2 Where new work connects with existing and where existing work is altered, cut, patch and make good to match existing work.
- .3 Obtain Owners Representative's written approval before cutting, boring or sleeving load-bearing members.
- .4 Make cuts with clean, true, smooth edges. Make patches inconspicuous in final assembly.
- .5 Fit work airtight to pipes, sleeves, ducts and conduits and maintain integrity of all fire separations, air and vapour barriers.

## **14. CONCEALMENT**

- .1 Conceal pipes, ducts and wiring in floor, wall and ceiling construction of finished areas except where indicated otherwise.

## **15. TEMPORARY OR TRIAL USAGE**

- .1 Temporary or trial usage by the Owner of mechanical equipment and electrical equipment supplied under contract shall not represent acceptance.
- .2 Repair to new condition or replace permanent equipment used temporarily.
- .3 Take responsibility for damage caused by defective materials or workmanship during temporary or trial usage.

## **16. ADDITIONAL DRAWINGS**

- .1 Owners Representative may furnish additional drawings to assist proper execution of work. These drawings will be issued for clarification only. Such drawings shall have same meaning and intent as if they were included with plans referred to in Statement of Requirements.

## **17. COORDINATION**

- .1 Contractor is required to provide full cooperation and assistance to all Sub-contractors, in the laying out of work.
- .2 Contractor to coordinate the work of all trades with efficient and continuous supervision.

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## **18. PATENT FEES**

- .1 Pay all royalties and patent license fees required for the performance of the Contract.
- .2 The Contractor shall hold the Town of Sedgewick harmless from and against all 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 any patent or invention by the Contractor or anyone for whose acts he may be liable.

## **19. ENVIRONMENT POLLUTION CONTROL**

- .1 The Contractor shall: Comply with "The Public Health Act" and amendments thereto and the "Provincial Board of Health Regulations" published under the authority of "The Public Health Act", in respect to pollution control.
- .2 The following shall be strictly enforced:
  - .1 Keep building site clean and free of unsightly and/or unsafe collection of waste materials and debris.
  - .2 Provide for collection and temporary storage of waste materials and debris, in metal containers with lids.
  - .3 Dispose of waste materials and debris to the local authorities pollution control facilities.
  - .4 Do not allow waste materials and debris to reach and contaminate adjacent properties.
  - .5 Do not burn waste materials and debris on the jobsite.
  - .6 Do not throw waste materials and debris into brooks, streams, rivers, ponds or lakes.

## **20. OVERLOADING**

- .1 Do not load or permit to be loaded any part of the work with a weight that will endanger its safety.
- .2 Should any accident occur by violation of these requirements, the Contractor will be held responsible and liable.

## **21. CLEANING OF STREETS**

- .1 Take precaution to prevent the depositing of mud on any roadways leading from the site. Any mud or debris deposited shall be cleaned up immediately. Neglect of this requirement will cause the Owner to have the necessary clean-up work carried out and charge all costs to the Contractor.
- .2 The above requirement also applies to roadways or paved areas on site.

## **22. PUBLICITY**

- .1 All publicity relating to this project is subject to the approval of the Owner.
- .2 No mention of the Project in advertising or articles in any publication will be permitted unless approved by the Owner.
- .3 Publicity or advertising implying endorsement of a product by the Owner will not be permitted.

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**23. SUBMISSION OF SAMPLES**

- .1 Submit samples of all proposed materials for review by Owners Representative. Samples shall be of the approved materials and be confirmed that the materials may be ordered in time for scheduled use in construction without causing delay. Substitution due to late ordering or inability to procure the approved material will not be allowed.
- .2 If the Owners Representative requests, the Contractor shall provide approved verification from the supplier that the specific item or material has been ordered for the work in the quantity required.

**END OF SECTION**

**1. ALTERNATIVES BY CONTRACTOR**

- .1 The intent of this clause is to encourage and permit competition among all qualified, reputable Contractors, Suppliers, and Manufacturers whose products, methods, or processes meet or exceed the standards established in the Statement of Requirements Documents. It will be noted all Contractors are to tender as per plans and specifications and that each substitution is to be identified separately noting the applicable cost saving.
- .2 Any Contractor, Supplier, or Manufacturer who considers that his products, methods or processes meet or exceed such specified standards may enter as an unsolicited substitution. No product, method, or process of approval, however, will be given by the Owners Representative prior to bid closing.
- .3 Each Contractor, Supplier or Manufacturer shall include in each substitution the cost of overhead and profit, the cost of changes made necessary to their own work and shall itemize (on an attachment to the Form of Tender) modifications that will be required to the work of other trades.
- .4 After tenders have closed, but before contracts are awarded, bidders being considered for award but who have quoted on substitute products, methods or processes to those specified, may be required to furnish the Owners Representative, such samples, drawings, performance data, method or process. Such information shall be supplied within three (3) days after being requested.

**2. ALTERNATIVES BY OWNER**

- .1 To enable the Owner to consider reduction in costs for deletion of certain work items, in order to keep the overall cost within a prescribed budget.
- .2 Materials and methods to be used in the Base Bid have been described on the drawings and in the pertinent sections of these specifications.
- .3 If the Owner elects to proceed on an Alternative to reduce cost following submission of bid and prior to the commencement of construction documents, contractor to make all modifications to the work required as specified at no additional cost to the Owner.
- .4 The Work of the Contract will be based on the alternative selected by the Owner at the time of contract award.

**3. COORDINATION**

- .1 Coordinate pertinent related work and modify surrounding work as required to properly integrate the work under each alternative, and to provide the complete construction required by the Contract Documents.

**END OF SECTION**

## **1. GENERAL COORDINATION**

- .1 Coordinate all work of the Owners Representatives in the completion of the construction documents. Owner will not be liable for any errors and omissions in the construction documents.
- .2 Coordinate all construction activities as required to ensure efficient and orderly installation of each part of the work.
- .3 Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule and coordinate construction activities in the sequence required to obtain the best results.
- .4 Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
- .5 Make adequate provisions to accommodate items scheduled for later installation under separate contract or by Owner's own forces.
- .6 The contractor shall employ a competent Supervisor and necessary assistants who shall be in attendance at the work site at all times during the progress of the work.

## **2. ADMINISTRATIVE PROCEDURES**

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

## **3. GENERAL INSTALLATION PROVISIONS**

- .1 Require the installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- .2 Comply with the manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in the Statement of Requirements.
- .3 Inspect materials immediately upon delivery and again prior to installation. Reject damaged and defective items.
- .4 Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level.
- .5 Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to Owners Representative for final decision.

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- .6 Install each component during weather conditions that will ensure the best possible results.
  - .7 Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
  - .8 Supervise construction activities to ensure that no part of the Work, completed or in progress, is subject to harmful, dangerous or otherwise deleterious exposure during the construction period.

#### **4. CUTTING AND REMEDIAL WORK**

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

**END OF SECTION**

**1. DEFINITIONS**

- .1 Regulatory requirements means laws, ordinances, rules, regulations, orders, codes and other legally enforceable requirements in effect at the Place of Work and applicable to the Performance of the Work.

**2. GENERAL**

- .1 Except as otherwise indicated in Contract Documents, Contractor shall:
  - .1 Comply with regulatory requirements and
  - .2 Pay all fees associated therewith which are in force and lawfully payable throughout the project.

**3. CONTRACT DOCUMENTS**

- .1 Contractor shall be responsible for verifying that Construction Documents comply with regulatory requirements. If Statement of Requirements are at variance therewith, or changes which require modification to the Statement of Requirements are made to regulatory requirements, by authorities having jurisdiction, Contractor shall notify Owners Representative in writing, requesting direction, immediately as such variance or change becomes known to him. Owners Representative may make changes required to the Statement of Requirements, and any resulting change in Contract Price or Contract Time will be made in accordance with the General Conditions of Contract.
- .2 If Contractor fails to notify Owners Representative in writing and obtain Owners Representative's direction as required in paragraph 3.1 and performs work knowing it to be contrary to regulatory requirements, Contractor shall be responsible for and shall correct violations thereof and shall bear costs, expenses and damages attributable to his failure to comply with provisions of such regulatory requirements.

**4. NOTICES, LICENSES, OCCUPANCY PERMITS AND CERTIFICATES**

- .1 Contractor shall give required notices which relate to the Work, to the preservation of public health and to construction safety.
- .2 Contractor shall obtain and pay for licenses, occupancy permits, certificates and approvals required by authorities having jurisdiction and the Contract Documents.

**END OF SECTION**



## 1. GENERAL

- .1 All references to codes; standards and standard Specifications referred to in these Specifications or used on drawings shall mean and intend to be the latest published edition, amendment and revision of such reference standards in effect at the time of Tender closing.
- .2 Referenced standards and code requirements shall be considered minimum requirements.
- .3 Applicable portions of Standards used that are not in conflict with the Contract Documents are hereby made a part of the Specifications.
- .4 Modifications or exceptions to standards shall be considered as amendments, and unmodified portions shall remain in full effect.
- .5 In cases of discrepancies between the Specifications and standards, the requirements of the Specifications shall govern.
- .6 Where references to code or standards are used in these Specifications, the Contractor must familiarize himself with the applicable portions and shall be governed by them.
- .7 If requested, the Contractor shall furnish an affidavit from manufacturers certifying that materials or products delivered to the project meet the requirements specified. However, such certification shall not relieve the Contractor from the responsibility of complying with any added requirements specified in the Contract Documents.

## 2. ABBREVIATIONS

- .1 References to a Technical Society, Association, or Code is made in these Specifications in accordance with the following abbreviations:

AlbertaBuilding Code	ABC
AlbertaBuilding Standards	ABS
Canadian Standards Association	CSA
Canadian General Specification Board	CGSB
Canadian Institute of Steel Construction	CISC
Underwriters Laboratories of Canada	ULC
Canadian Sheet Steel Building Institute	CSSBI
Canadian Welding Bureau	CWB
American Concrete Institute	ACI
American Society for Testing & Materials	ASTM
American Iron & Steel Institute	AISI
Alberta Roofing Contractors Association	ARCA
Terrazzo, Tile & Marble Association of Canada	TTMAC

Architectural Woodwork Manufacturers Association  
of Canada  
Alberta Floor Covering Association  
American Standards Association  
American Society of Mechanical Engineers  
American Society of Heating, Refrigerating &  
Air Conditioning  
Canadian Gas Association  
Air Movement & Control Association  
Canadian Roofing Contractors Association  
Canadian Painting Contractors Association  
Lath, Plaster & Drywall Institute of Alberta

AWMAC  
AFCA  
ASA  
ASME  
  
ASHRAC  
CGA  
AMAC  
CRCA  
CPCA  
LPDIA

**END OF SECTION**

## 1. PRE-CONSTRUCTION MEETING

- .1 Attend a pre-construction meeting within 14 Days after date of commencement of the Contract with representation from all Owners Representatives
- .2 Purpose: to review personnel assignments, responsibilities, and administrative and procedural requirements.
- .3 Location: Wild Rose Co-op Recreation Centre
- .4 Attendees:
  - .1 General Contractor's Representatives.
  - .2 Contractors consultants
  - .3 Owner
  - .4 Owners representative.
- .5 Agenda :
  - .1 Introduction of Consultants', Owner's, General Contractor's and Sub-consultant's representatives.
  - .2 Review of Significant contractual responsibilities and administrative and procedural requirements.
  - .3 Safety.
  - .4 Other business.

## 2. CONSTRUCTION PROGRESS MEETINGS

- .1 Attend periodic construction meetings during the course of the Work.
- .2 Purpose: to monitor construction progress and to identify problems and action required for their solution, to expedite the Work.
- .3 Location: General Contractor's site office.
- .4 The Contractor shall chair all construction meetings and record all meeting minutes for distribution.

- .5 Attendees:
  - .1 General Contractor's representatives: General Contractor's Site Supervisor, Sub-contractor, suppliers and other parties involved in the Work. Sub-contractors representatives shall be qualified and authorized to act on behalf of the party each represents.
  - .2 Contractor's Consultant representatives.
  - .3 Owner's representatives.
- .6 Agenda:
  - .1 Review and approval of minutes of previous meeting.
  - .2 Review of items of significance that could affect progress.
  - .3 Other topics for discussion as appropriate to current status of the Work.

**3. WARRANTY MEETINGS**

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

END OF SECTION

## 1. SHOP DRAWINGS

- 1.1 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures & other data provided by the Contractor to illustrate details of a portion of Work.
- 1.2 The Contractor shall arrange for the preparation of clearly identified shop drawings as necessitated by the works or as the Owners Representative may reasonably request.
- 1.3 Prior to submission to the Owners Representative the Contractor shall review all shop drawings. By this review the Contractor represents that he has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data or will do so and that he has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents. The Contractor's review of each shop drawing shall be indicated by stamp, date, and signature of a responsible person.
- 1.4 The Contractor shall submit shop drawings to the Owners Representative for his review with reasonable promptness. The Owners Representative shall have a minimum of 5 working days excluding Saturday and Sunday and Holidays for such review. If either the Contractor or the Owners Representative so requests they shall jointly prepare a schedule fixing the dates for submission and return of shop drawings. At the time of submission the Contractor shall notify the Owners Representative in writing of any deviations in the shop drawings from the requirements of the Contract Documents.
- 1.5 The Owners Representative will review and return shop drawings in accordance with any schedule agreed upon or otherwise with reasonable promptness so as to cause no delay. The Owners Representative review will be for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings or of responsibility for meeting all requirements of the Contract Documents unless a deviation on the shop drawings has been approved in writing by the Owners Representative.
- 1.6 The Contractor shall make any changes in shop drawings which the Owners Representative may require consistent with the Contract Documents and resubmit unless otherwise directed by the Owners Representative. When resubmitting, the Contractor shall notify the Owners Representative in writing of any revisions other than those requested by the Owners Representative.
- 1.7 When requested by the Owners Representative, submit copies of Shop Drawings for review in 'pdf' format.
- 1.8 Shop drawings shall show all components, joints, labour, dimensions and quantity.
- 1.9 Indicate by specific reference any proposed variations from the contract drawings and specifications. Such variations will not relieve the contractor of meeting the conditions of the contract drawings and specifications.
- 1.10 No work shall commence prior to review of the shop drawings and all work shall be installed in accordance with the reviewed shop drawings.

**2. SAMPLES**

- .1 The Contractor shall submit, for the Owners Representative review, such standard manufacturers' samples as the Owners Representative may reasonably require. Samples shall be labelled as to origin and intended use in the work.
- .2 The Contractor shall provide samples of special material, assemblies, or components when so specified.

**END OF SECTION**

## 1. INSPECTION OF WORK

- .1 The Owners Representative shall have access to the work for inspection purposes. The Contractor shall provide reasonable facilities for such access.
- .2 If special tests inspections or approval are required, the Owners Representative instructions, or the laws or ordinances of the place of building, the Contractor shall give the Owners Representative 72 hours notice, excluding weekends and holidays, requesting inspection. The Contractor shall arrange inspections by other authorities having jurisdiction and shall notify the Owners Representative of the date and time.
- .3 If the Contractor covers or permits to be covered any Work that is subject to inspection or before any special tests and approvals are completed without the approval of the Owners Representative, the Contractor shall uncover the Work, have the inspections satisfactorily completed and make good the Work at his own expense.
- .4 Examination of any questioned work may be ordered by the Owners Representative. If such work is found not in accordance with the Contract, the Contractor shall remedy same and pay all costs.
- .5 The Contractor shall promptly furnish to the Owners Representative, all certificates and/or copies of all inspection reports of tests to the Work.

## 2. REJECTED WORK

- .1 Defective work, whether the result of poor workmanship, use of defective materials or damage through carelessness or other act of the Contractor, and whether incorporated in the work or not, which has been rejected by the Owners Representative as failing to conform to the Contract Documents shall be removed promptly from the premises by the Contractor and replace and/or re-executed promptly in accordance with the Contract Documents at the contractor's expense.
- .2 If in the opinion of the Owners Representative it is not expedient to correct defective work or work not done in accordance with the Contract Documents, the Owners Representative may deduct from the Contract Price the difference in value between the work as done and that called for by the Contract, the amount of which shall be determined in the first instance by the Owners Representative.

## 3. TESTING

- .1 The Contractor shall furnish to the Owners Representative, test results as may be requested.
- .2 The cost of tests beyond those called for in the Contract Documents or beyond those required by laws, ordinances, rules and regulations relating to the Work and the preservation of public health, may be authorized by the Owner as an addition to the Contract price.

**4. STANDARDS**

- .1 Within the text of these specifications, reference may be made to the following standards:
  - .1 ANSI - American National Standards Institute
  - .2 ASTM - American Society for Testing and Materials
  - .3 CGSB - Canadian General Standards Board
  - .4 CSA - Canadian Standards Association
  - .5 CAN2 - National Standard of Canada (published by CGSB)
  - .6 CAN3 - National Standard of Canada (published by CSA)
  - .7 FM - Factory Mutual Engineering Corporation
  - .8 ULC - Underwriters Laboratories of Canada
- .2 The testing of materials may be requested by the Owners Representative, to prove conformance with Standards, and shall be paid for by the Contractor.
- .3 The referenced standard and any amendments in force on the day of receipt of tenders shall be applicable to the work during the duration of the Contract.

**END OF SECTION**



**1. WORK SITE SAFETY**

- .1 The General Contractor shall, for the purposes of the Occupational Health and Safety Act (Alberta), and for the duration of the Work of this Contract.
  - .1 be the “prime contractor” for the ‘work site’, and
  - .2 do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Act and its regulations, as required to ensure the health and safety of all other persons at the “work site”.
- .2 The General Contractor shall direct all consultants, sub-contractors, sub sub-contractors, other Contractors, employers, workers and any other persons at the “work site” on safety related matters, to the extent required to fulfill its “prime contractor” responsibilities pursuant to the Act, regardless of:
  - .1 whether or not any contractual relationship exists between the Owner and any of these entities, and
  - .2 whether or not such entities have been specifically identified in this Contract.
- .3 The General Contractor anticipates that other Contractors will be engaged in work at the “work site” concurrently with the Work of this Contract.

**2. CERTIFICATE OF RECOGNITION (COR)**

- .1 Safety certification, is a condition of contract award.
- .2 The General Contractor shall maintain a valid COR for the duration of the Work of this Contract.

**3. SUBMITTALS**

- .1 Prior to starting any work on site, submit to Owners Representative a detailed Work Place Safety Plan.

END OF SECTION

## **1. ACCESS**

- .1 The Contractor shall provide and maintain adequate access to project site.

## **2. FIELD OFFICES AND SHEDS**

- .1 Contractor's Office: Provide and maintain, during the entire progress of the work, a suitable office on the site, for own use, with suitable tables or benches for the examination of drawings, specifications, etc., and where all notices and instructions from the Owners Representative may be received and acknowledged. Provide meeting space for 8 persons with chairs and table space for site meetings.
- .2 Materials Storage: Provide suitable weather and waterproof storage buildings for the storage and protection of materials. These buildings shall be under lock and key maintained in good condition until the completion of the building. Storage buildings may also be used by subcontractors.
- .3 Removal: All the above shall be removed, upon completion of the Contract. Provide adequate heating and equipment for office and other temporary buildings.
- .4 Sub-Contractor's Offices: Will be allotted space and facilities if they wish to construct their own offices or sheds.

## **3. UTILITIES**

- .1 Sanitary Facilities: Provide and maintain during the work, outside toilets for the use of all workmen employed on the work. Toilets in the finished portion of the building shall not be used by the workmen. Comply with the Provincial Board of Health Regulations under the Public Health Act.
- .2 Water Supply: Provide a continuous supply of clean, potable water for all trades.
- .3 Temporary Heating: Make provision for heating the building during construction and until acceptance by the Owner. Ensure the temporary heating system will be available for heating as soon as inside work is started. Maintain a minimum temperature of 16 deg. C. in the building enclosure following completion of the building shell for construction of building interior and installation of finishes. Pay all costs for temporary heating up to the time of acceptance of the building by the Owner. The cost of any heaters, chimneys, pumps, pipings, valves, etc., necessary for a temporary hook-up shall be borne by the Contractor. No portions of the building's new heating or ventilating systems shall be used by the Contractor unless formal written approval from the Owners Representative is obtained, and if used, shall be restored to "new" condition before acceptance by the Owner. The guarantee period on equipment used temporarily shall commence on the day of final formal acceptance.
- .4 Temporary Light and Power: Provide and pay all costs in connection with temporary light and power required for execution of the work and maintain this service in good working order.

.5 Data and internet connection: Provide internet connection at job site for electronic communication.

.6 Contractor shall bear costs of all temporary services required for the project.

#### **4. PARKING**

.1 Do not encumber adjoining public parking area or access to the building and facilities with construction or personnel's private vehicles without approval from owner.

#### **5. CONSTRUCTION AIDS**

.1 Appliances and Scaffolding: Furnish all necessary transportation, scaffolding, forms, labour, tools and mechanical appliances, machinery, services and material required for executing the work. The Contractor is responsible for and shall provide to the Owners Representative all certificates and/or sealed designs shop drawings and erection drawings as required by the current Occupational Health and safety standards

#### **6. VEHICULAR TRAFFIC REGULATION**

.1 Comply with requirements of the Alberta Building Code, Part 8, Subsection 2.5.

#### **7. SCAFFOLDING**

.1 Construct and maintain scaffolding in a rigid, secure and safe operation. The Contractor is responsible for and shall provide to the Owners Representative all certificates and/or sealed designs shop drawings and erection drawings as required by the current Occupational Health and safety standards.

.2 Erect scaffolding independent of walls. Remove promptly when no longer required. The Contractor is responsible for and shall provide to the Owners Representative all certificates and/or sealed designs shop drawings and erection drawings as required by the current Occupational Health and safety standards

#### **8. TEMPORARY FIRE EXITS**

.1 Do not block or encumber any fire exits of the building unless alternate exit facilities are available and approved by the authorities having jurisdiction.

.2 Provide temporary fire exits, by-passes, barricades, stairs, ramps, directional signs, lighting, etc., as may be required for the existing buildings to locations as directed by the Owners Representative.

.3 Remove temporary exits as soon as permanent exit facilities are complete and approved by the local fire authorities.

## **9. TEMPORARY ENCLOSURES**

- .1 Requirements specified herein are additional to and are intended to supplement requirements pertaining to temporary enclosures specified elsewhere in the Contract Documents.
- .2 Provide temporary barriers and enclosures as required to ensure that construction work and activities continue uninterrupted and unhampered by adverse weather conditions for duration of construction period.
- .3 Cold Weather Conditions:
  - .1 In advance of expected cold weather and freezing temperatures, plans to protect from adverse effects of weather and to maintain temperatures at specified levels.
  - .2 During storage, handling and installation, maintain materials at specified temperatures. Do not allow materials to freeze or become coated with ice and snow.
  - .3 Provide enclosures for each phase of construction so that work may be carried out under temperature controlled conditions.

## **10. ENCLOSURE OF STRUCTURE**

- .1 Provide temporary weather tight enclosures and protection for openings on exterior of building envelope until permanently enclosed.
- .2 Erect enclosures to allow access for installation of materials and working inside enclosures.
- .3 Design enclosures to withstand wind pressure. The Contractor is responsible for and shall provide to the Owners Representative all certificates and/or sealed designs shop drawings and erection drawings as required by the current Occupational Health and safety standards
- .4 Do not transport men, material or equipment when permanent framing for openings have been secured into position. Ensure, in cavity wall construction, cavities are maintained dirt and debris free.
- .5 Equip exterior temporary doors with hardware and locks. Cover unglazed window openings with heavy translucent sheeting.
- .6 Secure building against illegal entry at end of each work day.
- .7 It will be the responsibility of the Contractor to examine and ensure that all openings including doors in exterior and interior walls are of width and height sufficient to allow passage of equipment both during installation and thereafter for removal and reinstallation for maintenance purposes. Notify Owners Representative to obtain directives for modifications required to accommodate each situation. Under no circumstances shall any extra costs accrue to Owner to make such modifications.

- .8 Provide and maintain proper fire fighting devices within enclosed building as required

**11. TEMPORARY HEAT**

- .1 Contractor to include all cost to provide temporary heat including all costs associated with winter construction.

**12. REMOVAL AND RESTORATION**

- .1 All temporary facilities specified in this section shall be removed, upon completion of the Contract.
- .2 Clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities used during construction to original condition.

**END OF SECTION**

## 1. GENERAL

### 1.1 SECTION INCLUDES

- .1 Temporary Utilities

### 1.2 RELATED SECTIONS

- .1 Temporary Facilities and Controls.

### 1.3 INSTALLATION AND REMOVAL

- .1 Provide temporary utilities controls in order to execute work expeditiously.
- .2 Remove from site all such work after work.
- .3 This section describes requirements applicable to all sections

### 1.5 WATER SUPPLY

- .1 The Owner will provide the General Contractor with a continuous supply of potable water for construction use at no cost.
- .2 General Contractor shall be responsible for all connections, disconnections, service lines, valves, hoses, etc. required to provide service and removal of same to the satisfaction of the General Contractor upon completion of the Work.
- .3 General Contractor shall provide temporary connections and run all temporary piping to job locations requiring water services. Disconnect and remove upon completion of Work.

### 1.6 TEMPORARY HEATING AND VENTILATION

- .1 Provide temporary heating required during construction period, including attendance, maintenance and fuel.
- .2 The General Contractor is responsible for obtaining a natural gas supply for temporary heating required during construction period, including attendance, maintenance, at no cost to the Owner.

- .3 Contractor shall be responsible for all connections, disconnections, service lines, valves, hoses, etc. required to provide service and removal of same to the satisfaction of the Owner upon completion of the Work.
- .4 Construction heaters used inside building must be vented to outside or be non-flameless type. Solid fuel salamanders are not permitted.
- .5 Contractor shall provide temporary heat and ventilation in enclosed areas as required to:
  - .1 Facilities progress
  - .2 Protect Work and products against dampness and cold.
  - .3 Provide moisture condensation on surfaces.
  - .4 Provide ambient temperatures and humidity levels for storage, installation and curing of materials.
  - .5 Provide adequate ventilation to meet health regulations for safe working environment.
- .6 Maintain temperatures of minimum 10°C in areas where construction is in progress
- .7 Ventilating:
  - .1 Prevent accumulations of dust, fumes, mists, vapors or gases in areas occupied during construction.
  - .2 Provide local exhaust ventilation to prevent harmful accumulation of hazardous substances into atmosphere of occupied areas.
  - .3 Dispose of exhaust materials in manner that will not result in harmful exposure to persons.
  - .4 Ventilate storage spaces containing hazardous or volatile materials.
  - .5 Ventilate temporary sanitary facilities.
  - .6 Continue operation of ventilation and exhaust system for time after cessation of work process to assure removal of harmful contaminants.
  - .7 Comply with Construction Site Indoor Air Quality Management Plan.
- .8 Permanent heating system of building may be used when available. Be responsible for damage to heating system if used is permitted.
- .9 Permanent Air Systems and Ventilation:
  - .1 Contractor to provide temporary filters in front of all return air grilles and maintain to prevent construction dirt and dust from entering building system.
    - .1 Filters: 25 mm thick, standard grade, untreated fiberglass pads with minimum arrestance of 64%.
- .10 On completion of Work, replace filters, clean systems and unseal duct not used.

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- .11 Ensure date of Substantial Performance of the Work and Warranties do not commence until entire system is in as near original condition as possible and is certified by Owners Representative.
  - .12 Pay costs for maintaining temporary heat, when using permanent heating system.
  - .13 Contractor shall maintain strict supervision of operation of temporary heating and ventilating equipment to:
    - .1 Conform to applicable codes and standards.
    - .2 Enforce safe practices.
    - .3 Prevent abuse of services.
    - .4 Prevent damage to finishes.
    - .5 Vent direct-fired combustion units to outside.
  - .14 Be responsible for damage to Work due to failure in providing adequate heat and protection during construction.

**1.7 TEMPORARY POWER AND LIGHTS**

- .1 Contractor will provide a source for temporary power, Contractor will pay the costs of temporary power consumption during construction for temporary lighting and operating of power tools. Provide a service panel within 75 feet of each work area.
- .2 Arrange for connection with appropriate utility company. Pay all costs for installation, maintenance and removal of temporary service.
- .3 Contractor to provide for temporary power for electric cranes elevators and other equipment requiring temporary power in excess of above noted requirements including temporary gas fired heaters.
- .4 Contractor shall provide and maintain temporary lighting throughout project. Ensure level of illumination is not less than 162 lx. Sub-contractors shall supply all other lighting for execution of their work.
- .5 Each Sub-contractor shall provide their own wiring, leads, lamps and connecting devices to carry power from the service panel located within 75 feet of each room.
- .6 Temporary power shall not be used for welding without prior approval from the Owner. Use self-generator units for all welding power.

END OF SECTION



**1. INFORMATIONAL AND WARNING DEVICES**

- .1 Provide and maintain signs and other devices required to indicate construction activities or other temporary and unusual conditions resulting from project work which may require road user response. All signs shall be visible 24 hours for duration of contract.
- .2 Supply and erect signs, delineators and other warning devices as required by the local traffic authorities.
- .3 Place signs and other devices in locations as directed by the local traffic authorities.
- .4 Continually maintain traffic control devices in use by:
  - .1 Checking signs daily for legibility, damage, suitability and location. Clean, repair or replace to ensure clarity and reflectance.
  - .2 Removing or covering signs which do not apply to conditions existing from day to day.

**2. CLEANING OF ROADWAYS**

- .1 Prevent deposit of mud and debris on surrounding areas especially driveways, roads and other paved areas on site or on public areas.
- .2 Clean up such deposits immediately. Neglect will cause the owner to clean up at Contractor's expense.

**END OF SECTION**

## **1. GENERAL**

- .1 Use new products unless otherwise specified.
- .2 Any products which are not specified shall be of a quality best suited to the purpose required and their use subject to the approval of the Owners Representative.

## **2. MANUFACTURER'S INSTRUCTIONS**

- .1 Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation method to be used.
- .2 Notify Owners Representative in writing of any conflict between these specifications and manufacturer's instructions, so that Owners Representative can designate which specifications is to be followed.

## **3. SUPERINTENDENCE**

- .1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the work site at all times during the progress of the work.
- .2 The superintendent shall be satisfactory to the Owners Representative and shall not be changed except for good reason and only after consultation with an agreement from the Owners Representative.
- .3 The superintendent shall represent the Contractor at the work site and directions given to him by the Owners Representative shall be held to have been given to the Contractor. Important directions shall be confirmed to the Contractor in writing, other directions will be so confirmed if requested.

## **4. LABOUR AND MATERIALS**

- .1 Unless otherwise stipulated elsewhere in the Contract Documents, the Contractor shall provide and pay for all labour, materials, equipment, tools, construction equipment and machinery, and other facilities and services necessary for the proper performance of the work.
- .2 All materials and equipment incorporated in the Work, shall be new unless otherwise specified in the Contract Documents. Any materials or items of equipment not specifically detailed in the specifications shall be of a quality best suited to the purpose required and their use subject to the approval of the Owners Representative.
- .3 At all times, maintain good order and discipline among employees engaged on the Work. Do not employ on the Work, any unfit person or any one not skilled in the task assigned to him.

## **5. CUTTING AND REMEDIAL WORK**

- .1 Do all cutting and remedial work that may be required to make several parts of the Work come together properly.
- .2 Coordinate and schedule the work to ensure that this requirement is kept to a minimum.

- .3 Cutting and remedial work shall be performed by specialists familiar with the materials affected and shall be performed in a manner to neither damage nor endanger any work.
- .4 Prior to cutting or curing any precast concrete or steel structural member, request on-site inspection by structural engineer to approve methods and locations.

**6. SUBSTITUTIONS**

- .1 Proposals for substitution prior to construction as per instructions to bidders.
- .2 Proposals for substitution may be submitted after award of Contract and must be approved by the Owners Representative prior to the completion of the construction documents. Such requests must include statements of respective costs of items originally specified and proposed substitutions.
- .3 Proposals will be considered by Owners Representative if:
  - .1 Products selected from those specified in the Statement of Requirements, are not available, or
  - .2 Delivery date of products selected from those specified in the Statement of Requirements would unduly delay completion of Contract, or
  - .3 Alternative products to those specified, which are brought to attention of, and considered by the Owners Representative as equivalent to those specified and will result in credit to Contract Amount.
- .4 Should proposed substitution be accepted either in part or in whole, assume full responsibility and costs when substitution affects other work on project. Pay for drawing changes required as a result of substitution.
- .5 All credit arising from approval of substitutions will be credited to contract in such amounts as may be determined by the Owners Representative and the contract price will be adjusted accordingly by way of Change Order. No substitutions will be permitted without the prior written approval of the Owners Representative.

**END OF SECTION**

**1. CONTRACT ACCEPTANCE PROCEDURES**

- .1 Prior to requesting a final review the Contractor shall do the following:
  - .1 Ensure that the Work is ready for use for the purpose intended.
  - .2 Review Contract Documents and inspect Work to confirm that prerequisites to Substantial Performance of Work have been fulfilled and that Work is ready for turnover.
- .2 Submit Certificate of Substantial Performance to Owner and Owners Representative for certifying that prerequisites have been fulfilled and specifying known exceptions in the form of a list of items to be completed, corrected or submitted.
- .3 Following the review, the Owners Representative will:
  - .1 Issue a Letter of Interim Acceptance stating effective date of Interim Acceptance of the Work, with a copy of the Contract Deficiency list attached thereto, or
  - .2 Advise Contractor that prerequisites to Interim Acceptance are not fulfilled and repeat inspection for Interim Acceptance as necessary.
- .4 Prior to requesting a Final Warranty Review for Total Performance, the Contractor shall do the following:
  - .1 Ensure that the entire Work, except those items arising from the warranty provisions of the Contract Documents, has been performed to the requirements of the Contract Documents.
  - .2 Review Contract Documents and inspect Work to confirm that prerequisites for Total Performance of the Work have been met and that Work is ready for review.
- .5 Submit written request to Owners Representative for inspection for Final Acceptance of Work, including copy of most recent Contract Deficiency list, and certifying that each Contract Deficiency has been corrected or otherwise resolved in a manner agreed to between Owners Representative and Contractor. List known exceptions, if any, in request.

**2. SUBMISSION BEFORE SUBSTANTIAL PERFORMANCE**

- .1 Prior to application for Certification of Substantial performance of the Work, the following submissions shall be completed by the Contractor:
  - .1 To the Owner:
    - .1 Spare parts and products.

- .2 To the Owners Representative:
  - .1 Preliminary marked "As-built" drawings, as specified.
  - .2 A copy of list of all incomplete and deficient Work, as prepared by the Contractor.
  - .3 A statutory declaration indicating that the construction of the building is in conformance with the contract drawings, specification, addenda, change notices, supplementary site instructions and meeting minutes.
  - .4 All inspection reports, test reports and Sub-contractor Schedules and Letters of Assurance as required by the Owners Representative for Engineered work, fabrication, erection and products.

**3. SUBMISSIONS WITH APPLICATION FOR SUBSTANTIAL PERFORMANCE**

- .1 When making application for Substantial Performance of the Work, the Contractor shall submit to the Owners Representative:
  - .1 Updated, revised, missing material pertaining to submission previously made, in accordance with the Owners Representative's review of same.
  - .2 All Statutory Declarations required by applicable lien legislation
  - .3 Worker's Compensation Board letter of good standing.
  - .4 Written permission from Bonding Company to release holdback.

**4. SUBMISSIONS AFTER SUBSTANTIAL PERFORMANCE**

- .1 When Substantial Performance has been certified, submit to the Owner, at time of their acceptance of the work, or at a time as previously agreed by Owner, Owners Representative and Contractor, 2 keys for each lock, properly arranged and identified as to location, in accordance with list of keys. Also, submit all information required by the Owners to order master keys.

**5. SUBMISSIONS WITH APPLICATION FOR TOTAL PERFORMANCE**

- .1 With application for Total Performance of the Work, submit outstanding required material, data and statements, as listed on the deficiency list, prepared during the Owners Representative's inspection for Substantial Performance.
- .2 Re-submit keys borrowed from the Owner to same, and submit a copy of receipt signed by the Owner's representative.
- .3 Provide warrantees and bonds fully executed and notarized.
- .4 Execute transition of Performance and Labour and Materials Payment Bond to warranty period requirements.
- .5 Submit a final statement of accounting giving total adjusted Contracted Sum, previous payments, and monies remaining due.

**6. FINAL CLEAN-UP**

- .1 Complete all clean-up prior to any inspection by the Owners Representative pertaining to issuance of a Certificate of Performance of the Work, in accordance with the General Conditions, and as specified.
- .2 Delay clean-up/removal of project identification sign and Contract Documents required to be on site until Certificate of Substantial Performance is issued.
- .3 Prior to inspection for Certificate of Total Performance, remove balance of all Contractor's equipment, excess material, and re-clean surfaces and areas soiled by construction Work since issuance of Substantial Performance of Work, and/or listed deficiency list, subject to provisions and limitations in the General Conditions.

**7. TAKEOVER PROCEDURES**

- .1 Unless otherwise agreed, takeover procedures shall be specified and stipulated by the General Conditions, and as follows.
- .2 Expedite and complete deficiencies and defective work identified by the Owners Representative
- .3 Re-inspect all work to ensure it is complete, that major / minor deficiencies and defects are complete or corrected and the building is clean and in condition for occupancy.
- .4 Submit required documentation such as statutory declarations, Worker's Compensation Certificates, warranties, certificates of approval or acceptance from regulating bodies.
- .5 The remaining deficiencies and defects shall be elevated by the Inspection Team at the then current costs for completion of the remaining deficiencies and defects, together with the costs deemed necessary at the discretion of the Owners Representative. The total sum, for the balance of the deficiencies and defects thus arrived at, shall be retained by the Owner from the net amount payable to the Contractor. These monies will be released to the contractor upon certification by the Owners Representative that the work was satisfactorily completed and the project is declared substantially performed.
- .6 Provide commissioning reports demonstrating performance of all systems and equipment
- .7 Provide minimum of 2 days of training to Owners staff in the operation and maintenance requirements of the building.

**END OF SECTION**

## 1. GENERAL

- .1 Except as otherwise stated, "clean" shall be interpreted as meaning the level of cleanliness generally provided by skilled commercial cleaners using commercial types of cleaning equipment and materials.
- .2 Prior to completion of the Work, remove from the site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress clean up as described in article 1.1, above. Schedule final clean up to enable the Owner to accept a completely clean project.
- .3 Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
- .4 Store volatile wastes in covered metal containers and remove from the premises daily.
- .5 Prevent accumulation of wastes which create hazardous health conditions.
- .6 Provide adequate ventilation during use of volatile or noxious substances.

## 2. MATERIALS

- .1 Use only cleaning materials recommended by manufacturer of surface to be cleaned and as recommended by cleaning manufacturer.

## 3. CLEANING DURING CONSTRUCTION

- .1 Maintain project grounds free from accumulations of waste materials and rubbish.
- .2 Provide on-site dump containers for collection of waste materials and rubbish. Do not use Owner's waste containers for construction waste.
- .3 Remove waste materials and rubbish from site on scheduled intervals to prevent accumulation.
- .4 Schedule cleaning operations so that resulting dust and other contaminants will not fall in wet, newly painted areas.
- .5 Do not allow waste material, rubbish and windblown debris to reach and contaminate adjacent properties.
- .6 Sprinkle dusty debris with water as required.
- .7 Lower waste material in a controlled manner; do not drop or throw materials from heights.

- .8 Ensure that each Subcontractor engaged on the Work bears his full responsibility for cleaning up during and upon completion of his work in accordance with provisions of this article.
- .9 Do not burn or bury waste material, rubbish or debris on site.
- .10 Do not dispose of wastes into brooks, streams, rivers, waterways, lakes or ponds.
- .11 Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
- .12 Take precautions to prevent depositing of mud and debris on roadways, sidewalks and paved areas. Promptly clean up any mud or debris so deposited.
- .13 Neglect of any of these requirements will cause the Owner to have necessary clean-up work carried out and to charge all costs to Contractor.

**4. FINAL CLEANING**

- .1 Site and exterior: grounds raked clean, paved areas broom cleaned and washed down. Winter - removed snow and ice from access to building. Clean out area drains and yard or paving drain sumps.
- .2 Leave premises in a state of cleanliness acceptable to Owners Representative.

**END OF SECTION**



## 1. DOCUMENTS REQUIRED

- .1 Maintain at job site one copy of each of following:
  - .1 Construction Drawings & Specifications.
  - .2 Addenda.
  - .3 Change Orders.
  - .4 Reviewed shop drawings, samples.
  - .5 Other modifications to Contract.
  - .6 Field test reports.
- .2 Maintain documents in clean, dry, legible condition.
- .3 Make documents available at all times for inspection by Owners Representative.

## 2. RECORD DRAWINGS

- .1 Maintain project record drawings separate from construction drawings and record deviations from Contract Documents caused by site conditions and contract changes. Mark changes in red coloured ink.
- .2 Record the following:
  - .1 Changes made by Addendum.
  - .2 Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.
  - .2 Field changes of dimensions and detail.
  - .3 Changes made by change and field order.
  - .4 Depths of various elements of foundation in relation to datum.
  - .5 Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
- .3 Submit one copy of record drawing mark ups to Owners Representative before or with request for inspection for Substantial Performance.
- .4 Submit an archival set of record drawings within 30 days of Substantial Performance.

**END OF SECTION**

## **1. MAINTENANCE MANUAL**

- .1 Prior to issuance of Certificate of Substantial Performance, submit to Owners Representative three (3) copies of Operations Data and Maintenance Manual in English, made up as follows:
  - .1 Bind data in vinyl hard cover, variable capacity, expanding binder with full metal hinge and slide lock mechanism for 8 1/2" x 11" size paper.
  - .2 Enclose title sheet, labelled "Operations and Maintenance Data", project name, date and list of contents.
  - .3 Organize contents into applicable sections of work to parallel project specification breakdown. Identify each section with tabs of laminated mylar plastic.
- .2 Include following information, plus data specified.
  - .1 Maintenance instruction for finished surface and materials.
  - .2 Copy of hardware and paint schedules.
  - .3 Description, operation and maintenance instructions for equipment and systems, including complete list of equipment and parts list. Indicate nameplate information such as make, size, capacity, serial number.
  - .4 Names, addresses and phone numbers of subcontractors and suppliers.
  - .5 Guarantees, warranties and bonds showing:
    - .1 Name and address of project.
    - .2 Warranty/Guarantee/Bond commencement date and duration.
    - .3 Clear indication of what is being guaranteed and what remedial action will be taken under guarantee.
    - .4 Signature and seal of contractor.
  - .6 Additional material used in project listed under various Sections, showing name of manufacturer and source of supply.
- .3 Neatly type lists and notes. Use clear drawings, diagrams or manufacturers' literature.
- .4 Include one complete set of final shop drawings (bound separately) indicating corrections and changes made during fabrication and installation.
- .5 Following receipt of all the preceding documentation the Owners Representative will establish, with the Contractor, a reasonable date for Total Performance of the Contract.

**2. MAINTENANCE MATERIALS**

- .1 Deliver to Owner before request for Substantial Performance as follows:
  - .1 Materials in unbroken cartons, or if not supplied in cartons, they shall be strongly packaged.
  - .2 Clearly mark as to content.
  - .3 If applicable, give colour, Room No. or area where material used.
- .2 Deliver to site, unload and store neatly in location as directed by Owner.

**END OF SECTION**