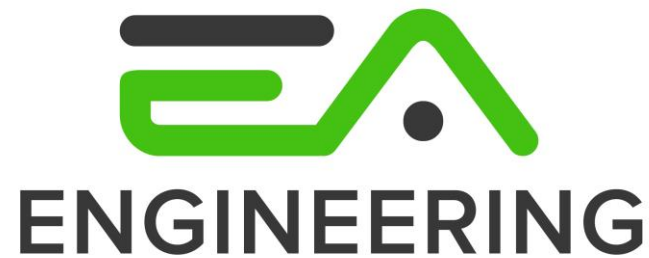


# Credit Union Place Lighting Controls Upgrade

Project Number: 21-053



(902) 394-0881  
craig@eaeng.ca  
www.eaeng.ca

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**1. BID CALL**

- .1 Offers signed under seal, executed, and dated will be received by the City of Summerside

**City of Summerside – City Hall  
Financial Services, First Floor  
275 Fitzroy St.  
Summerside, PEI  
C1N 1H9**

- .2 Bid shall be submitted in person to the City Hall Tender Deposit Box on or before August 24<sup>th</sup>, 2021, at 1:59:59 PM local time (AST)
- .3 Potential bidders are advised that they are under no obligation to submit an offer (bid), and those who do, do so at their own economic risk.

**2. SUMMARY**

- .1 Intent of this bid call is to solicit and receive formal offers from supplier to complete the work for the following project:

**Credit Union Place – Lighting Control Upgrades  
Summerside PEI**

- .2 Bids shall be prepared and submitted, and the bidding process administered in accordance with these bidding requirements

**3. CONTRACT TIME**

- .1 The following schedule is proposed:

- .1 Tender Award – August 27<sup>th</sup>, 2021.  
.2 Construction Complete – October 12<sup>th</sup>, 2021.

2. The contractor feels this schedule is reasonable, they shall submit a more detailed schedule with their bid, including all major milestones to illustrate how they intend to meet this schedule. If the contractor feels this schedule is not achievable, they shall submit their own detailed schedule.

3. Scheduling Penalties

.1 The General Contractor is responsible for coordinating the work to ensure the work is substantially completed prior to the date indicated on the contractor's submitted tender documents.

.2 If the work continues past the date indicated on the contractor's submitted tender documents, a \$500 per day penalty will be subtracted from the contractor's payment. All penalties are at the sole discretion of the owner and owner's representative.

**4. CUT-OFF TIME FOR REQUESTS FOR INFORMATION**

- .1 Last day and time for bidders' questions is 72 hours prior to tender closing time.

**5. DEFINITIONS**

- .1 The definitions specified in CCDC 2-2008 and the National Building Code of Canada 2015 and referenced documents apply to this project and all bid documents issued.
- .2 Section: "Section" means specification section as developed in accordance with CSI/CSC MasterFormat®, PageFormat® and SectionFormat®.

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**6. BID SUBMISSION**

- .1 Submit offers in an opaque envelope marked "**BID FORM SUMMERSIDE LIGHTING CONTROL UPGRADES, SUMMERSIDE, PE**" and with bidder's name clearly shown:

**BID SUBMISSION BOX**  
**Attention: JP DESROSIERS**  
**CITY OF SUMMERSIDE**

**.2 Submit completed Section 00 45 00 – Information Submittal Forms**

- .3 Submit the following documents:

- .1 Bid security.
- .2 Completed Bid Form (Section 00 40 50 - Bid Form).
- .3 Completed Section 00 45 00 - Information Submittal Forms:
  - .1 Information Submittal Form A - List of Subcontractors and Itemized Prices.
  - .2 Information Submittal Form B - Contractor Proposed Substitutions.
  - .3 Information Submittal Form C - Breakout Prices.
  - .4 Information Submittal Form D - Alternate Prices
- .4 Proof of insurance.
- .5 Certificate of account with PEI Workers Compensation (WCB).
- .4 Fill in all blank spaces on Bid Form in ink, typewritten or printed, providing the information requested therein and ensure that all forms are signed by an authorized person or persons of the company. Incorporated companies must affix their corporate seal under the signature of their proper officers.
- .5 Information provided by bidders on Bid Form may be amended, if required, provided corrections are initialed by person authorized by bidder. Other modifications, erasures, additions, conditions or qualifications may cause a bid to be declared non-compliant and returned to bidder without further consideration.
- .6 Bid price shall be provided in written and numeric form. In case of discrepancy the written form shall govern.
- .7 Oral, telephoned, telegram, fax, or email bids will not be accepted nor acknowledged.
- .8 Phones and space will not be available for use by the Contractors and Subcontractors at place of bid closing.
- .9 Late or incomplete submissions will not be accepted.

**7. EVALUATION OF BIDS**

- .1 Bids will be opened and evaluated in public.
- .2 The Owner may, in its sole discretion, request clarification from a Bidder during the evaluation process. In responding to a request for clarification, the Bidder shall not revise, amend, or otherwise alter its Bid.
- .3 The owner will evaluate Bids considering stipulated price (base Bid Price).

**8. OWNER'S DISCRETION**

- .1 The Owner intends to evaluate Bids in the manner and based on the criteria set forth in these Instructions to Bidders, and the lowest or any Bid will not necessarily be accepted.
- .2 The Owner may, in its sole discretion without explanation, retain for consideration Bids that



are non-conforming because they fail to comply with a strict interpretation of these Instructions to Bidders with regard to content, form, submission process or any other matter. The Owner may waive any defects, informalities or irregularities in a Bid and accept a Bid that contains any such defects, irregularities or informalities.

## 9. BID ACCEPTANCE

- .1 Bids must remain open for acceptance and be irrevocable for a period of 60 (sixty) calendar days after the Bid submission deadline.
- .2 Acceptance of bids will be subject to financial and budgetary approvals. The owner may, at their sole discretion, reject bids due to budgetary restrictions.
- .3 Once a successful bidder has been chosen, the Owner reserves the right based on their sole discretion to proceed with the work contained in Part A, and/or Part B, and/or Part C of the successful tender (and/or any combination of the three parts).
- .4 The Consultant will notify the selected Bidder in writing that its Bid has been accepted. The Consultant will then prepare the Contract Documents based on the selected Bid and will deliver the Contract Documents to the selected Bidder for execution. **The selected Bidder will be obligated to execute the Contract Documents within 5 working days** after receipt of the Contract Documents for execution. Failure to do so may result in the forfeiture of the selected Bidder's Bid Security. Retaining the Bid Security in such cases shall not constitute waiver of any additional rights and remedies that the Owner may have against the Bidder.
- .5 The Bid Security will be returned to the selected Bidder upon execution of the Contract Documents and delivery of the required performance security.

## 10. QUALIFIED BIDS EXCEEDING BUDGET

- .1 If all qualified Bids (as determined by the Owner in its sole discretion) exceed the amount that the Owner has budgeted for this project, the Owner may reject all bids and **enter** negotiations with one or more qualified Bidders **to** obtain a lower price that is within the Owner's construction budget, with or without adjusting the scope of work.

## 11. BID DOCUMENTS

- .1 The following documents issued by the Owner form the basis of this bid and shall be examined by bidders:
  - .1 Section 00 21 13 - Instructions to Bidders.
  - .2 Section 00 40 50 - Bid Form.
  - .3 Section 00 45 00 - Information Submittal Forms.
    - .1 Information Submittal Form A - List of Subcontractors and Itemized Prices.
    - .2 Information Submittal Form B - Contractor Proposed Substitutions.
    - .3 Information Submittal Form C - Breakout Prices.
    - .4 Information Submittal Form D - Alternate Prices
  - .4 Section 00 70 00 - General Conditions.
    - .1 Standard Construction Document CCDC 4 (included by reference).
  - .5 Section 00 80 00 - Supplementary General Conditions.
  - .6 Specifications, Divisions 01 and following.
  - .7 Drawings bound separately from the Specifications.
  - .8 Addenda Issued prior to bid closing.
- .2 Bid documents will be supplied electronically to bidders.

- .3 For a hard copy version, the Bid Documents can be obtained from the Consultant's office by General Contractor bidders upon receipt of a 50% refundable deposit in the amount of \$400 per set.
- .4 Unsuccessful bidders are required to return their drawings, project manuals, and any CDs provided to the Consultant within 1 week of bid award. PDF files shall not be saved, reproduced, or distributed for any reason other than to complete the bid process.
- .5 Deposit for hard copies of the Bid Documents will be refunded if Bid Documents are returned complete, undamaged, **unmarked**, and reusable within 10 days of Bid submission. Failure to comply will result in forfeiture of deposit.

## 12. ELIGIBILITY OF BIDDERS

- .1 In addition to the requirements of GC 3.7 - SUBCONTRACTORS AND SUPPLIERS, and prior to the closing date and time of bids, the Owner reserves the right to restrict the companies bidding the Work to those they may select. Furthermore, they may, in like manner, specifically exclude certain companies from bidding at their sole discretion without explanation.

## 13. SCHEDULE OF VALUES

- .1 Bidders, if successful, agree to provide a general analysis of their Bid Price, prior toward of contract, in whatever form the Consultant on behalf of the Owner may reasonably request. This analysis will form part of the "Schedule of Values" referred to in GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT.

## 14. SITE CONDITIONS

- .1 In submitting a bid, it is mandatory that the bidder carefully examines the site of the proposed work and fully informs themselves regarding existing conditions and limitations and included in the Bid Price the complete cost of the work contemplated by the Drawings and Specifications.

## 15. ADDENDA

- .1 Bidders finding discrepancies, ambiguities or omissions in the drawings, specifications, or both, or having doubt regarding the meaning or intent thereof, shall immediately notify the Consultant, who may issue instructions, clarifications, or both, in the form of addenda to all bidders. Bidders may also, during the bidding period, be advised by addenda of any additions, deletions or alterations to the drawings, specifications, or both. All such addenda are part of the bid documents.

## 16. ENQUIRIES

- .1 Direct enquiries by email during the bid period as follows (telephone enquiries not accepted):

**Craig MacIntyre P.Eng.**

**EA Engineering Inc.**

**PO Box 594, Charlottetown, PEI C1A-7L1**

**T: 902-394-0881**

**E: craig@eaeng.ca**

## 17. OWNER

- .1 The Owner is hereby identified as:

**City of Summerside**

**275 Fitzroy Street**

**Summerside, PE, C1N 1H9**

- .2 Direct communication to the Owner by any bidder will not be answered. All correspondence and communication will be through the Project Manager identified above unless instructed otherwise. Any questions must be submitted in writing.

## 18. CONTRACTS

- .1 The successful Bidder shall enter into a formal contract with the Owner based on the terms and conditions of the Bid Form, the instructions to bidders and all other bid documents described therein. The bidder shall sign, execute and seal triplicate copies of the contract documents.

## 19. LIST OF SUBCONTRACTORS

- .1 The bidder shall list in Section 00 45 00 - Information Submittal Forms: Information Submittal Form A - List of Subcontractors and Itemized Prices, the names of all subcontractors proposed to employ along with itemized prices.
- .2 No deviation from this list will be permitted after the acceptance of the Bid without the approval of both the Owner and the Consultant.
- .3 No names, either of subcontractors or own forces, may be changed after submission of Section 00 45 00 - Information Submittal Forms, unless written approval is received from Owner. Such approval will only be considered upon submission by contractor of a letter requesting a change with full explanations or reasons for change and accompanied by a letter from named subcontractor agreeing to withdraw with no consequence to the Owner.

## 20. SECURITY DEPOSIT

- .1 Bids shall be accompanied by security deposit as follows: Bid Bond in an amount not less than 10 percent of Bid Price; or a certified cheque in amount equivalent to 10% of Bid Price
- .2 Endorse Bid Bond or certified cheque in name of Owner as obligee, signed, and sealed by principal (Contractor) and surety.
- .3 Use latest edition CCDC approved bond forms.
- .4 Security deposit will be returned after delivery to Owner of required Post Award Submittals by accepted bidder.
- .5 If no contract is awarded, all security deposits will be returned.

## 21. BID OPENING AND ACCEPTANCE

- .1 It shall be understood by all bidders that the bid, including submissions under Section 00 40 50 - Bid Form and Section 00 45 00 - Information Submittal Forms shall be valid and subject to acceptance by the Owner and that no adjustment shall be made to the Bid Price for a period of up to and including sixty (60) calendar days from the date of closing of bids.
- .2 Bid opening is public.
- .3 A bid may not be withdrawn at or after time and date fixed for receiving bids and that bid shall be held irrevocable and open to acceptance by Owner until:
  - .1 Some other person, firm or corporation has entered into a contract with Owner for performance of the contract or,
  - .2 Sixty (60) days after time and date fixed for receiving Bids, whichever occurs first.
- .1 60-day period referred to above shall commence at 12:00 AM midnight of the day fixed for receiving bids and shall terminate at 12:00 AM midnight of the 60th day thereafter. If the 60th day falls on Saturday or a Sunday, or on a statutory holiday, such day or days shall be omitted from the computation.

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**22. TAXES**

- .1 Include in the contract price, all applicable provincial taxes and all other customs duties, excise taxes, excluding harmonized sales tax (HST).

**23. PERMITS**

- .1 The contractor shall obtain all necessary permits for the contract specified, except that the Owner will obtain and pay for the building permit. All other permits required shall be at the expense of the contractor.

**24. ALTERNATIVES**

- .1 If a Bidder desires to submit alternatives to materials or products specified or indicated, bidder may include proposed alternative in Section 00 45 00 --Information Submittal Forms: Information Submittal Form B - Contractor Proposed Substitutions in the space provided along with supporting documentation. **To** withstanding any proposed substitutions, unless accepted by addendum, the specified materials and products found in the Bid Documents shall be included in the Bid Price and are part of Contract.

**25. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)**

- .1 Submit certificate of account with Workplace Safety and Insurance Board (WSIB) with bid.

**26. INSURANCE**

- .1 Submit current proof of insurance with bid.

**27. POST AWARD SUBMITTALS**

- .1 The successful general contractor to submit within 14 calendar days from the awarding of the contract the following documents to the Consultant:
  - .1 Schedule of Values.
  - .2 Construction Schedule.
  - .3 Submittals schedule (which shall include shop drawings, samples, mock-ups,etc.) as stipulated by the Specifications.
  - .4 Site Logistic Layout Drawing.

**28. BID PROTEST PROCESS**

- .1 Pre-award bid disputes.
  - i. Bidders should seek a resolution of any pre-award dispute by communicating directly with the City Contact as soon as possible from the time when the basis for the dispute became known to them. The City Contact may delay the outcome of the selection process, or any interim stage of this Tender process, pending the acknowledgement and resolution of any pre-award dispute. For more information, see the Pre-Award and Post-Award Bid Dispute Process.
- .2 Post award disputes
  - i. Any dispute to the outcome of this Tender process must be received in writing by the City Contact no later than 10 days after the date of the notification of the outcome of the selection process, or where a debriefing has been requested, no later than five days after such debriefing is received. Any dispute that is not timely received or in writing will not receive further consideration
- .3 Any written dispute with a procurement value over \$100,000 that cannot be resolved by the City Contact through consultations with the Bidder, shall be referred to the CFO or his designate(s) for an impartial review, based on the following information

- i. A specific description of each act or omission alleged to have materially breached the procurement process;
- ii. A specific identification of the provision in the solicitation or procurement procedure that is alleged to have been breached;
- iii. A precise statement of the relevant facts;
- iv. An identification of the issues to be resolved;
- v. The bidders arguments, including any relevant supporting documentation; and
- vi. The Bidder's requested remedial action. The CFO or his designate(s), in consultation with the City Solicitor, may:
  1. Dismiss the dispute
  2. Accept the dispute and direct the City Contact to take appropriate remedial action, including, but not limited to, rescinding the award and any executed contract, and canceling the solicitation.

#### **29. FAILURE OR DEFAULT OF THE BIDDER**

- .1 If the Bidder, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Bidder under the terms of the Tender Call, the City may at its sole discretion:
  - i. Disqualify the Bidder from the Tender Call and/or from competing for future Tender Calls issued by the City for a period of one year; and
  - ii. Require the Bidder to pay the City the difference between its Bid and any other Bid which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any cost which the City may incur by reason of the Bidder's failure or default.
- .2 Bidder shall be ineligible to submit a new Bid for any Call that the City is required to reissue as a result of the Bidder's failure or default or where the City deems that the Bidder has abandoned the Agreement.

#### **30. AWARD OF TENDER**

- .1 The Tender will be considered Awarded when the successful Bidder has been selected by the City of Summerside, and the decision in relation to the successful bidder has been communicated in writing to the Tenderer by the City.

**END OF SECTION**

**SUBMIT TO:** City of Summerside – Tender Box  
Financial Services, First Floor  
275 Fitzroy Street, Summerside, PE, C1N 1H9

On behalf of the Owner

**City of Summerside**

**PROJECT:** Credit Union Place – Lighting Control Upgrade

BIDDER: \_\_\_\_\_

(Legal Name)

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

\_\_\_\_\_  
(City, Province, Postal Code)

**1. Bid Price**

- .1 Having examined the site, the Bid Documents, and addenda numbered \_\_\_\_\_ to \_\_\_\_\_ issued by the Consultant. Bidder to fill in blanks for addenda received.
- .2 Confirming that our Bid Price is based on specified provisions only,
- .3 Confirming that our Bid Price excludes HST,
- .4 I/We hereby offer to enter into a Contract to perform the Work required by the Bid Documents, and to furnish all materials, plant and labour necessary for the proper completion of the Work for the Bid Price indicated below in lawful money of Canada.

\_\_\_\_\_ Dollars

BID PRICE: (Bid Price in words, including allowance if any, excluding HST)

(\$ \_\_\_\_\_)

BID PRICE: (Bid Price in figures, including allowance if any, excluding HST)

- .5 Submitted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**2. Declarations**

- .1 I/We state that no person, firm, or corporation other than the undersigned has any interest, financial or otherwise, in this Bid or in the proposed Contract for which the Bid is made.
- .2 I/We hold that this bid shall be held irrevocable and is open to acceptance by the Owner until 60 days after the bid closing date.
- .3 In submitting this Bid I/We understand that a Bid Revision will not be called if minor changes to the Bid Documents are contemplated by the Owner, or after, Bid Closing.
- .4 I/We agree that all bid form supplements called for by the Bid Documents form an integral part of this Bid.

- .5 I/We hold that our Bid Price includes allowance(s) if any, excluding HST.
- .6 The Owner reserves the right to request a Bid Revision from any or all Bidders where significant modifications to the Bid Documents become apparent at, or after, Bid Closing.
- .7 I/We agree that within 5 working days after notification in writing by the Owner of the acceptance of this Bid, within the time limits of the bid acceptance period stated above, that we will:
  - .1 Execute the Agreement between Owner and Contractor as specified in Section 00 70 00 – General Conditions.
- .8 I/we agree to complete the Work within the following timeframe:
  - .1 Onsite work to be completed in the following number of consecutive construction \_\_\_\_\_ days.

**3. Declarations**

- .1 We, the undersigned, agree to submit within 24-hours of this Bid submission, the following forms, filled out as required and signed by the same person(s) whose signature(s) appear(s) on this Bid Form.
  - .1 Completed Section 00 45 00 – Information Submittal Forms.
  - .2 Certificate of account with the Workers Compensation Board of Prince Edward Island (WCB).
  - .3 Current proof of insurance, valid in the Province of Prince Edward Island and issued by an insurance company licensed to carry on such business in the Province of Prince Edward Island.

**4. Signatures**

**SIGNED, SEALED AND SUBMITTED for and on the behalf of:**

\_\_\_\_\_  
signature of Bidder's authorized representative

\_\_\_\_\_  
name of Bidder's authorized representative

\_\_\_\_\_  
title or status of person signing above  
(print or type)

\_\_\_\_\_  
witness's signature or  
corporate seal

\_\_\_\_\_  
name and title of witness

**END OF SECTION**

**SUBMIT TO:** City of Summerside – Tender Box  
275 Fitzroy Street, Summerside, PE, C1N 1H9

On behalf of the Owner

**City of Summerside**

**PROJECT:** Credit Union Place – Lighting Control Upgrade

BIDDER: \_\_\_\_\_

(Legal Name)

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

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

\_\_\_\_\_  
(City, Province, Postal Code)

**Part 1 Information Submittal Forms**

- .1 Provide the following Information Submittal Forms to the Owner with Bid Submission:
  - .1 Information Submittal Form A – List of Subcontractors and Itemized Prices.
  - .2 Information Submittal Form B – Contractor Proposed Substitutions.
  - .3 Information Submittal Form C – Separate Prices.
  - .4 Information Submittal Form D – Alternate Prices.
- .2 Information contained on these forms will not be used for assessment of conformity of Bids.



**INFORMATION SUBMITTAL FORM A – LIST OF SUBCONTRACTORS AND ITEMIZED PRICES**

**PROJECT:** Credit Union Place – Lighting Control Upgrades

Note: Where the bidder does not intend to employ a subcontractor, insert "Own Forces" in space provided. Price amounts itemized and totaled DO NOT include HST.

Item of Work	Subcontractor / Supplier	Itemized Price Amount (\$)
Cutting and Patching		\$

SIGNATURE OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

Corporate Seal

**INFORMATION SUBMITTAL FORM C – BREAKOUT PRICES**

**PROJECT:** Credit Union Place – Lighting Control Upgrades

Breakout Prices ARE INCLUDED in our Bid Price are provided below to identify our tender Price associated with each of the identified parts of the Work. The sum of all of the tables equals our Bid Price. If there is no cost associated with a particular item, mark 'NIL' or '0.00' in the related Breakout Price column (prices DO NOT include HST).

Breakout Prices		
Division	Description of Item	Breakout Price

**END OF SECTION**

Bidders' Initials

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## **PART 1 – GENERAL**

### **1.1 GENERAL**

- .1 This section covers items common to all sections of Divisions 02, 26, 27, 28 and 33.

### **1.2 ELECTRICAL WORK INCLUDED**

- .1 The specification complements the drawings in describing the supply and installation of a complete electrical system. This system shall include but not necessarily be limited to the following:
  - .1 Upgraded lighting controls.

### **1.3 CONTRACT DRAWINGS**

- .1 The specification together with the drawings are intended to provide a description of a complete electrical system and therefore there shall be no omission of the items necessary or required to make a finished, workmanlike, first class installation, even though each and every item of labour and material may not be mentioned in the specification or shown on the drawings.
- .2 Items indicated on floor plans and not on riser diagrams, or vice versa, shall be considered fully covered by both.
- .3 Runs of conduit and outlet locations indicated on the drawings are diagrammatic and exact locations must be determined by this contract as the work proceeds, with due regard to the structure and the work of other trades. This contract shall make any changes dictated by structural requirements, or conflicts with other trades, without charge.
- .4 Apparent errors or omissions shall be referred to the Architect/Engineer whose decision shall be final.
- .5 Building dimensions shall not be scaled from the electrical drawings but shall be obtained from the architectural and/or structural drawings. Any discrepancy between the drawings and building shall be questioned before proceeding with the installation.

### **1.4 CODES AND STANDARDS**

- .1 As a minimum standard perform all work in accordance with the requirements of the Provincial Department of Labour, PEI Government Structured Cabling Guideline, Canadian Electrical Code C22.1-2012 Part 1, CSA Standards CAN Z32.4 and CAN Z32.2, National Building Code, and ULC-S524-2010. These standards together with all local or municipal rules, regulations, and ordinances shall be considered as the latest approved editions at the time of tender closing. In no instance, shall the standard established in these contract documents, be reduced by any codes.
- .2 Abbreviations for electrical terms: to CSA Z85-1983.
- .3 Comply with CSA Certification Standards and Electrical Bulletins in force at the time of tender submission.

## 1.5 INSPECTIONS, PERMITS AND FEES

- .1 Obtain all inspections and permits required by all laws, ordinances, rules and regulations by the public authority having jurisdiction at the place of this building for work of this Contract, and obtain certificates of such inspections and submit same and pay all charges in connection therewith. The final certificate of inspection shall be obtained before final payment for work shall be considered due.
- .2 Electrical Permit
  - .1 Submit to the Electrical Inspection Department and Supply Authority necessary number of drawings and specifications for examination and approval prior to commencement of work.
  - .2 Pay associated fees.
  - .3 Furnish certificates of Acceptance from Inspection Department and AHJ on completion of work.

## 1.6 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- .1 Submit shop drawings, product data and samples in accordance with Division 1. Provide all shop drawings within 30 days after contract has been awarded. Failure to do so will delay progress payments.
- .2 Indicate details of construction, dimensions, capacities, weights and electrical performance characteristics of equipment or material.
- .3 Where applicable, include wiring, single line and schematic diagrams.
- .4 Include wiring drawings or diagrams showing interconnection with work of other Sections.
- .5 Keep one copy of shop drawings and product data on site, available for reference at all times.

## 1.7 OPERATION AND MAINTENANCE DATA

- .1 Provide operation and maintenance data for incorporation into Operation and Maintenance Manuals as specified in Division 1.
- .2 Include in the operation and maintenance data:
  - .1 Details of design elements, construction features, component function, and maintenance requirements to permit effective start up, operation, maintenance, repair, modification, extension, and expansion of any portion or feature of installation.
  - .2 Technical data, product data, supplemented by bulletins, component illustrations, exploded views, technical description of items and parts lists. **Advertising or sales literature not acceptable.**
  - .3 Wiring and schematic diagrams and performance curves.
  - .4 Names and addresses of local suppliers for items included in maintenance manuals.
  - .5 Copy of reviewed shop drawings.
  - .6 Signed receipt for all spare parts.
- .3 Approvals:
  - .1 Submit one draft of Operating and Maintenance Manual to Engineer for approval one month prior to estimated substantial completion date. Submission of individual data will not be accepted unless so directed by Engineer.

- .2 Make any changes in submission as may be required and re-submit as directed.
- .3 **Failure to do so will result in delay of progress payment.**
- .4 Provide two (2) final bound copies of Operation and Maintenance Manuals to Owner and one (1) bound copy to Engineer.

#### **1.8 PROJECT RECORD DOCUMENTS**

- .1 Provide Project Record Documents in accordance with Division 1.
- .2 Submit record drawings to Architect/Engineer showing changes of wire sizes, circuit numbering and location of raceways, fittings, fixtures, panels and equipment, and their sizes, the location of which has changed or deviated during the work.
- .3 Submit as-built drawings after record drawings have been approved by the Engineer. All changes reflected on record drawings are to be indicated on these as-built drawings.

#### **1.9 MAINTENANCE MATERIAL**

- .1 Provide maintenance materials in accordance with Division 1.

#### **1.10 CARE, OPERATION AND START UP**

- .1 Instruct operating personnel in the operation, care and maintenance of the equipment.
- .2 Arrange and pay for services of the manufacturer's service engineer to supervise start-up and to check, adjust, balance and calibrate components.
- .3 Provide these services for such period, and for as many visits as necessary to put equipment in operation, and ensure that operating personnel are conversant with aspects of its care and operation.

#### **1.11 VOLTAGE RATINGS**

- .1 Operating voltages to meet requirements of CAN3-C235.

#### **1.12 MATERIAL AND EQUIPMENT**

- .1 Provide materials and equipment in accordance with Division 1.
- .2 Equipment and materials to be C.S.A. certified, and manufactured to standard quoted.
- .3 Where there is no alternative to supplying equipment which is not C.S.A. certified, obtain special approval from C.S.A.
- .4 Factory assemble control panels and component assemblies.
- .5 For the purposes of uniformity, similar materials shall be of one manufacturer.
- .6 To avoid the possibility of the work being delayed, order all materials as soon as the shop drawings are reviewed, and report at once to the Engineer any delays in the delivery of materials which would hold up the completion of the job.

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**1.13            GROUNDING**

- .1        All equipment and exposed non-current carrying metal, conduits and parts shall be permanently and effectively *bonded to ground* to meet minimum requirements of the C.E.C. Section 10, and as indicated on the drawings and further specified. Standards set either by drawings or specifications which are above those covered by C.E.C. Section 10, shall not be reduced under any circumstances.

**1.14            ELECTRIC MOTOR, EQUIPMENT AND CONTROLS**

- .1        Provide final connections to all motors, equipment, controls, etc., indicated on the drawings. These motors, equipment, controls, etc., shall include those supplied under other sections of this specification, as well as Owner supplied items. Ensure that equipment will operate properly (e.g. proper rotation) and report any instance of defective equipment to the Architect/Engineer.
- .2        Supplier and installer responsibility is indicated on electrical drawings, and in this specification.
- .3        All electrical wiring and connections below 50V related to systems specified by Division 26 shall be done by the Division 26 Contractor.

**1.15            FINISHES**

- .1        Shop finish metal enclosure surfaces by removal of rust and scale, cleaning, application of rust resistant primer inside and outside, and at least two coats of finish enamel.
  - .1        Paint outdoor electrical equipment, "Equipment Green" finish to EEMAC Y1-1-1955.
  - .2        Paint indoor switchgear and distribution enclosures light grey to EEMAC 2Y-1-1958.
- .2        Clean and touch up surfaces of shop-painted equipment scratched or marred during shipment or installation, to match original paint.
- .3        Clean, prime and paint exposed hangers, racks, and fastenings to prevent rusting.
- .4        Where wire guards are specified in other sections, they are to be constructed of stainless steel. Painted steel is not acceptable.

**1.16            EQUIPMENT IDENTIFICATION**

- .1        All relay panels, control transformers, etc., shall have "Lamacoid" nameplates mounted on or adjacent for identification which shall include the panel designation, voltage, phase, wires overcurrent protection, hp, kW and amperage as applicable. The nameplates shall be affixed to metal equipment with metal type pop rivets, and to all other equipment with contact type cement applied to the entire nameplate backing. Contact type cement shall be applied (battered) to complete rear side of plate, as opposed to several points or locations on same.
- .2        Install directories on the back of each door of relay panels, neatly arranged and mounted in frame under transparent cover. Directories shall be typed and show circuit number, system voltage, which lights are on each relay and control type, etc., necessary for the proper operation and maintenance of the system.

- .3 Size of identification shall be suitable for equipment and importance of information.
- .4 Nameplates shall have **white lettering on black background** except for equipment connected to emergency power source, which shall have **white lettering on red background**.
- .5 All "D" and "E" boxes 200mm x 200mm x 100mm or larger and "C" and "T" cabinets shall have lamacoid plates affixed indicating voltages and/or systems housed within.
- .6 Nameplates:
  - .1 Lamicoid 3mm thick plastic engraving sheet on metal surfaces, 1.5mm where not applied to metals.

NAMEPLATE SIZES

Size 1	10mm x 50mm	1 line	5mm high letters
Size 2	13mm x 75mm	1 line	6mm high letters
Size 3	16mm x 75mm	2 lines	5mm high letters
Size 4	19mm x 91mm	1 line	10mm high letters
Size 5	38mm x 91mm	2 lines	12mm high letters
Size 6	25mm x 100mm	1 line	12mm high letters
Size 7	25mm x 100mm	2 lines	6mm high letters
Size 8	50mm x 150mm	2 lines	12mm high letters

- .7 Labels:
  - .1 Embossed plastic labels with 6.5mm high letters unless specified otherwise.
- .8 Wording on nameplates and labels to be approved by the Engineer prior to manufacture.
- .9 Allow for average of forty (40) letters per nameplate and label.
- .10 Identification to be English.

**1.17 WIRING IDENTIFICATION**

- .1 Conductor insulation shall be colour coded as follows:

Phase A	-	Red
Phase B	-	Black
Phase C	-	Blue
Neutral	-	White/Grey
Ground /Bond	-	Green
Isolated Ground	-	Green w/Yellow stripe

This shall apply to all phase conductors up to and including #2AWG and all sizes of neutral, bond and ground conductors up to and including #3/0AWG.

- .2 For conductors exceeding sizes as described above, identification of wiring with approved coloured plastic tapes shall be acceptable. Attach to both ends of all conductor runs a minimum of 12" from terminations, and in all junction and/or pull boxes.
- .3 Maintain phase sequence and colour coding throughout.
- .4 Colour code shall be as per Section 26 05 21 2.1.1.

- .5 Use color coded wires in branch circuit wiring, systems wiring and communication cables.

#### **1.18 CONDUIT, CABLE AND JUNCTION/PULLBOX IDENTIFICATION**

- .1 Identify all conduit fittings and junction/pull boxes along with their covers with colours as described below. Boxes shall be coloured both inside and out where one colour is required, and inside only where two are required. Metal coverplates shall be completely painted where one colour is required, and shall have both colours applied diagonally where two colours are required. All junction boxes shall be colour identified prior to installation.

.2	<u>System</u>	<u>Colour</u>
	120/208V Lighting & Power	Yellow

#### **1.19 WIRING TERMINATION**

- .1 Lugs, terminals, screws used for termination of wiring to be suitable for either copper or aluminum conductors as indicated.

#### **1.20 MANUFACTURERS' AND CSA LABELS**

- .1 Manufacturers' and CSA labels shall be visible and legible after equipment is installed.

#### **1.21 WARNING SIGNS**

- .1 Provide warning signs, as specified and/or to meet the requirements of the Department of Labour Inspection Department.
- .2 Use decal signs, minimum 175mm x 250mm size.

#### **1.22 SINGLE LINE DIAGRAMS**

- .1 Provide a framed single line diagram under Plexiglas as follows:
- .1 Lighting control system

#### **1.23 LOCATION OF OUTLETS**

- .1 Locate outlets in accordance with Division 1.
- .2 Locate light switches on latch side of doors and safety switches in mechanical rooms on latch side of door where possible.

#### **1.24 MOUNTING HEIGHTS**

- .1 Mounting heights of equipment is from finished floor to centre line of equipment unless specified or indicated otherwise.
- .2 If mounting height of equipment is not indicated verify before proceeding with installation.
- .3 Install electrical equipment at the following heights unless indicated otherwise.



- .1 Local switches, to switch: 1200mm
- .2 Panelboards: as required by code or as indicated

### **1.25 PROTECTION**

- .1 Protect exposed live equipment during construction for personnel safety.
- .2 Shield and mark live parts "LIVE 120 VOLTS" or with appropriate voltage in English.
- .3 Arrange for installation of temporary doors for rooms containing electrical distribution equipment. Keep these doors locked except when under direct supervision of electrician.

### **1.26 FIRESTOPPING AND SMOKE SEALS**

- .1 All fire stopping and smoke seals required to properly accommodate the work of this Division shall be the financial responsibility of Division 26, and carried out by trades to the applicable ULC approved system of one of the approved Manufacturers provided in this document. Trades personnel must be trained by the manufacturer and provide documentation stating same.

### **1.27 TESTS**

- .1 Conduct and pay for tests of the following:
  - .1 Lighting control system
- .2 Furnish manufacturer's certificate or letter confirming that entire installation as it pertains to each system has been installed to manufacturers' instructions.
- .3 Carry out tests in presence of Architect and/or Engineer. Notify Architect and/or Engineer seven (7) days in advance of time testing will take place.
- .4 Provide instruments, meters, equipment and personnel required to conduct tests during and at conclusion of project.
- .5 The Architect and/or Engineer and/or Cx agent reserves the right to use any piece of electrical equipment, device, or material installed under this contract for such reasonable lengths of time and at such times as he may require in order to make a complete and thorough test of the same, before the final completion and acceptance of the work.
- .6 Such tests shall not be construed as acceptance of any part of the work.
- .7 Submit test results for Architect's and/or Engineer's review.

### **1.28 INSULATION RESISTANCE TESTING**

- .1 Test all wiring, included in the work to ensure that there are no shorts and/or grounds are present on phase conductors for feeders or branch circuits and that insulation values are as required by the Canadian Electrical Code.
- .2 All testing of conductors to be done prior to energization of conductors with 600 volt and 1000 volt meggers as required by the Canadian Electrical Code.

- .3 Check resistance to ground before energizing. Ensure resistance to ground is not less than 50 megohms.
- .4 Submit test results for Architect's and/or Engineer's review. Test results shall include time of test, feeder tested, and instrument readings.

**1.29 CLEANING**

- .1 Do final cleaning.
- .2 At time of final cleaning, clean lighting reflectors, lenses and other lighting surfaces that have been exposed to construction dust and dirt.
- .3 On completion of work, remove debris resulting from work of this Division and leave the site neat and tidy. Equipment shall be checked for proper fitting and alignment, adjusted, cleaned, repainted where necessary, and left in first class condition.
- .4 This section shall be responsible for the removal of spatters, droppings, soil, labels, and debris from finished surfaces and from surfaces to receive finishes, before the set up. Work and adjacent finished work shall be left in new condition.
- .5 Only cleaning materials which are recommended for the purpose by both the manufacturer of the surface to be cleaned and of the cleaning material shall be used.
- .6 Immediately before and during finishing work shall be made "broom clean". Interior areas shall be "vacuum cleaned" immediately before finish painting commences.
- .7 Material at site cannot be burned or buried except where approved by Architect and/or Engineer. Removal shall be as often as required to avoid accumulation in order to ensure site is maintained clean.
- .8 Volatile fluid wastes cannot be disposed of in storm or sanitary sewers or in open drain courses.
- .9 Lowering of materials shall be controlled and shall not be dropped or thrown from stories above grade.

**1.30 COORDINATION**

- .1 Cooperate and investigate with other trades to make maximum use of the spaces. Avoid conflicts with pipes, ducts, etc. Prepare shop drawings indicating the route of main conduits and ducts for submission to the Architect and/or Engineer for approval.
- .2 Cooperate with other trades on the site and carry out the work, in such a way, as not to hinder or hold up the work of other trades.
- .3 Consult with other trades, where their respective installations conflict and re-route conduits, ducts, outlets, equipment, etc., as required, subject to the approval of the Architect and/or Engineer.

- .4 Obtain from the mechanical and other trades complete detailed wiring diagrams of equipment requiring connections and be responsible for pointing out any discrepancies or the reason why they cannot be adhered to.
- .5 Locate all light fixtures, speakers, smoke detectors, etc. using Architect's reflected ceiling plan as a guide.

**1.31 SUPERVISION**

- .1 Provide supervision and sufficiently qualified foreman for work of this Contract to ensure that the work proceeds in proper and efficient manner to its completion. If in the opinion of the Architect and or Engineer, such personnel are not competent to carry out the work, replace these individuals immediately upon written request of the Architect and/or Engineer.

**1.32 ACCESS DOORS**

- .1 This section to supply access doors for furred ceilings or spaces for servicing equipment and accessories or for inspection of safety, operating or fire devices for installation under Contractor responsible for erecting walls or ceilings. Provide ULC rated doors in fire rated construction.
- .2 Access doors shall be flush mounted size 300 x 300mm for hand entry or 600 x 600mm for body entry as required. Doors shall open 180 degrees and have rounded safety corners, concealed hinges, screwdriver latches anchor straps and steel shall be prime coated.
- .3 Provide stainless steel access doors for tiled, marble or terrazzo surfaces or special surfaces.
- .4 Provide cam type locking devices with hand or key lock when located in public corridors and washrooms complete with master keys.
- .5 Acceptable Product: Zurn, Enpoco, Williams WB.

**1.33 SPRAY FIRE PROOFING**

- .1 Spray fireproofing has been installed on the underside of roof deck, joists, beams and columns above the finished ceilings or on the open penthouse steel. This Contractor is to install all conduits, boxes, etc., as required prior to spray application. Any conduits, etc., installed after spray is applied will be the financial responsibility of Division 26 Contractor to have the fireproofing repaired where any damage may have occurred.

**1.34 SPRINKLER PROOF HOODS**

- .1 All distribution equipment with ventilated enclosures (i.e. relay panels) located in the building shall be protected from the direct spray from sprinkler heads to the satisfaction of the Inspection Authority by the use of non-combustible hoods.
- .2 Conduits entering or exiting the equipment enclosures equipped with sprinkler hoods shall be installed with rain tight EMT connectors equipped with O-rings.

**END OF SECTION**

---

## **PART 1 - GENERAL**

### **1.1 DESCRIPTION OF WORK**

- .1 The existing low voltage lighting control system at the Credit Union Place in Summerside, PEI is obsolete and requires an upgrade/replacement in order to retain functionality.
- .2 This performance specification delineates the minimum technical and installation specifications required for the upgrade/replacement of the existing low voltage lighting control system at the Credit Union Place in Summerside, PEI.
- .3 The construction, installation, programming, and commissioning of the lighting control system will be the responsibility of this contractor.
- .5 Refer to the drawings for As-Found riser diagrams and relay panel schedules, showing the existing low voltage lighting control system.
- .6 This contractor is to submit a detailed breakdown for the cost of the various components required for the upgrade/replacement of the low voltage lighting control system including labour, material, programming, commissioning, etc.

### **1.2 REFERENCE STANDARDS**

- .1 Section 26 05 00 – Common Work Results - Electrical

### **1.3 REFERENCES**

- .1 The system must be compliant with all applicable design guidelines, codes, and standards and shall adhere to any and all National Building Code of Canada, Canadian Electrical Code, other applicable codes and standards, and any and all CEC technical and installation specific specifications and guidelines.
  - .1 CSA C22.1-15, Canadian Electrical Code, Part 1, Safety Standard for Electrical Installations,
  - .2 All applicable Provincial Building Codes and requirements.

### **1.4 SHOP DRAWINGS, PRODUCT, OPERATIONS AND MAINTENANCE DATA**

- .1 Include with tender documents, shop drawings, and data for the proposed system. Documents shall include, but not be limited to:
  - .1 Any changes to the as-found riser diagram and relay panels that would be required for the upgraded/replacement system, including any new or reused wiring.
  - .2 Bill of materials including quantities.
  - .3 Any deviations to the layout of relay panels in the electrical rooms. Actual equipment sizes to be taken into account.
  - .4 Product specifications and installation instructions for all materials.
  - .5 A list of recommended spare parts with current pricing for the Owner's use in keeping the system downtime to a minimum.
- .2 This contractor shall also submit all of the above details for final review and modifications during the shop drawing review phase.

.3 **The Owner will take into consideration the performance, features, ease of maintenance, efficiency and suitability of proposed lighting control systems, as well as the price, when evaluating and selecting the best overall system.**

.4 This contractor will be responsible for providing operation and maintenance manuals for the lighting control system.

## **1.5 QUALITY ASSURANCE**

.1 All electrical work to be carried out by qualified, licenses electricians or apprentices licensed by the Province of Prince Edward Island. The electrical contractor must have a valid contractor license issued by the Province of Prince Edward Island.

.2 Contractor shall have experience installing lighting control systems of similar size and complexity.

.3 Installer shall maintain a fully equipped service organization capable of furnishing repair service to the equipment.

.4 Material and equipment shall be new and CSA certified.

.5 System components shall operate per industry standards.

## **1.6 WARRANTY**

.1 System, including relays, sensors, and all new components, to be complete with a minimum 5 year warranty.

.2 System performance monitoring and historical data access for customer via software or website interface.

.3 The maintenance response time shall be 24 hours for major system failures (emergency service), and 5 days for minor repairs (routine service). System components shall either fail to on or be capable of being overridden to on by local maintenance staff so that light will continue to be provided in the event of a failure.

## **1.7 TRAINING**

.1 Arrange, pay for, and schedule on-site lectures and demonstrations by manufacturer's certified technician to train designated personnel in the use, programming, and maintenance of the lighting control system.

.2 Training shall cover instruction, theory, and expose the trainees to system's features, components, architecture, operations, programming, report generation, communications, and any other pertinent information required for the operations and maintenance of the system.

.3 Training sessions to be recorded and provided to owner for future reference.

.4 Provide ample notice and inform Engineer of training dates and times.

## PART 2 - PRODUCTS

### 2.1 SYSTEM DESCRIPTION

- .1 The existing low voltage lighting control system consists of Watt Stopper #HCVR12/24/48 cover, #HTUB tub, #H1N relays, #HPSM115/347 power supply, and #HDPS1CC dataline power and network panel. Existing switches are GE #RS2-37P.
- .2 The upgraded/new lighting control system must be compatible with existing lights. Lights and sensors were upgraded recently as part of an energy efficient retrofit.
- .3 This contractor may choose to either use existing sensors or replace with new sensors. In either case, all lighting controls must work together as an integrated system.
- .4 The system shall be BACNet Enabled and integrated into the existing building management system. The existing building management system is Delta Controls OrcaView 3.40.
- .5 The system shall be capable of being monitored, controlled and have programmable scheduling through software or a web interface. Schedule programming options shall include Time-Of-Day control, holiday dates, flashing lights to warn occupants of an impending off, timed inputs, preset control, auto daylight savings, astronomical clock w/offsets, and local control, digital switches and network overrides. The system shall be capable of room by room on/off control by owner through software. The owner must be able to set one-time event schedules as well, not just repeating long-term schedules.
- .6 Each control panel shall provide a Warn Off (flash the lights) to inform the occupants of an impending Off command. The Warn Off command shall provide an adjustable time duration of 1 second to 99 extra minutes. The occupants may exit the premises with adequate lighting or cancel the Warn Off by overriding the lighting zone. This option occurs with all Off commands except local overrides.
- .7 The controller shall permit lighting to be overridden on for after hours use such as for cleaning. System components shall either fail to on or be capable of being overridden to on by local maintenance staff so that light will continue to be provided in the event of a failure.
- .8 The lighting control system shall log all control events. The controller shall monitor all relay actuations, switch inputs and user intervention. Log reports shall be available for any duration of time the operator chooses through the software or web interface.
- .9 Changing system programming such as scheduling must be able to be completed by the owner's own staff. Changing room/lighting configurations must be able to be completed by either owner's own staff or by a local representative located within the Maritimes. Changing BACnet configurations must be able to be completed by a Canadian representative of the manufacturer.

### 2.2 OCCUPANCY AND DAYLIGHT SENSORS

- .1 Existing sensors are as follows:

Wireless Daylight Sensor: Lutron #LRF2-DCRB-WH

Wireless Ceiling Mounted Occupancy/Vacancy Sensor: Lutron #LRF2-OCR2B-P-WH

Wireless Hallway Mounted Occupancy/Vacancy Sensor: Lutron #LRF2-OHLB-P-WH

Wireless Corner Mounted Hallway Occupancy/Vacancy Sensor: Lutron #LRF2-OKLB-P-WH

Wireless Wall Mounted Hallway Occupancy/Vacancy Sensor: Lutron #LRF2-OWLB-P-WH

Infrared Ceiling Mounted Occupancy Sensor: Lutron #LOS-CIR-1500-WH  
Ultrasonic Ceiling Mounted Occupancy Sensor: Lutron #LOS-CUS-2000-WH  
Dual Technology Single Circuit Wall Mounted Occupancy Switch: Lutron #MS-B102-WH  
Dual Technology Dual Circuit Wall Mounted Occupancy Switch: Lutron #MS-B202-WH  
Passive Infrared Occupancy/Vacancy Switch: Lutron #MS-OPS2-WH  
Wireless Controller Three Button with Raise/Lower and Wallbox Adapter: Lutron #PJ2-3BRL-GWH-L01 + #PICO-WBX-ADAPT  
Power Pack 24V: Lutron #PP-DV  
Power Pack Relay Module: Lutron #RMJ-16R-DV-B

- .2 This contractor may choose to either use existing sensors or replace with new sensors. New sensors must be suited for each individual space and the sensor technology must be best suited for the use of each space. In either case, all lighting controls must work together as an integrated system.

### **2.3 LOW VOLTAGE SWITCHES**

- .1 Existing low voltage switches are GE #RS2-37P.
- .2 This contractor may choose to either use existing switches or replace with new switches. In either case, all lighting controls must work together as an integrated system.

### **2.4 LOW VOLTAGE RELAYS AND CONTROL PANELS**

- .1 The existing low voltage lighting control system consists of Watt Stopper #HCVR12/24/48 cover, #HTUB tub, #H1N relays, #HPSM115/347 power supply, and #HDPS1CC dataline power and network panel.
- .3 The upgraded/new lighting control system may use the existing tubs and retrofit with a new interior and relays or provide all new lighting control panels. Supply 10% spare relays with new system.
- .4 Lighting panel supply voltage is 347V.

### **2.5 AVAILABILITY OF PARTS**

- .1 The new relays shall be readily available to facilitate replacements and repairs in a timely manner.

## **PART 3 - EXECUTION**

### **3.1 GENERAL**

- .1 The control system shall be installed and fully wired as shown on the plans by the installing contractor. The contractor shall complete all electrical connections to all control circuits, and override wiring.
- .2 The contractor shall provide accurate "as-built" drawings to the owner for correct programming and proper maintenance of the control system. The "as-builts" shall indicate the load controlled by each relay and the relay panel number.
- .3 Typed schedules to be provided for all new relay panels and secured to the inside cover of the relay panels.

- .4 All EMT conduit stubs are to be “bonded” to ground as required by Canadian Electrical Code.
- .5 Operation and service manuals to be provided by this contractor.
- .6 Factory telephone support shall be available at no cost to the owner. Factory assistance shall consist of solving programming or application questions concerning the control equipment.
- .7 Any and all data wiring required as part of the installation shall be supplied and installed as per the Government of Prince Edward Island Structured Cabling Standards attached in the Appendix B with the following exceptions: Cat 5 cabling is permissible. Panduit and Nexans and approved manufacturers.

**END OF SECTION**



CCDC 4

# Unit Price Contract

# 2 0 1 1

Credit Union Place Lighting Control Upgrade

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

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

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**  
For use when unit prices are the primary basis of payment.

**This Agreement** made on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ .

**by and between the parties**

\_\_\_\_\_ hereinafter called the *Owner*

**and**

\_\_\_\_\_ hereinafter called the *Contractor*

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

**ARTICLE A-1 THE WORK**

The *Contractor* shall:

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

located at

\_\_\_\_\_ *insert above the name of the Work*

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

\_\_\_\_\_ *insert above the Place of the Work*

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

\_\_\_\_\_ *insert above the name of the Consultant*

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

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

## ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

**ARTICLE A-3 CONTRACT DOCUMENTS**

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

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

\*

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



## Schedule of Prices

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

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

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

/100 dollars \$

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

/100 dollars \$

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

/100 dollars \$

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

4.6 All amounts are in Canadian funds.

#### ARTICLE A-5 PAYMENT

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

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

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

5.3 Interest

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

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

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

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

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

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



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

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

### Owner

*name of Owner\**

*address*

*Facsimile number*

*e-mail address*

### Contractor

*name of Contractor\**

*address*

*Facsimile number*

*e-mail address*

### Consultant

EA Engineering  
c/o Craig MacIntyre, P.Eng.

*name of Consultant\**

PO Box 594, CHARLOTTETOWN, PEI, C1A 7L1

*address*

*Facsimile number*

craig@eaeng.ca

*e-mail address*

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

## ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

**ARTICLE A-8 SUCCESSION**

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

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

SIGNED AND DELIVERED

in the presence of:

**WITNESS**

**OWNER**

*name of owner*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

**WITNESS**

**CONTRACTOR**

*name of Contractor*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

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

## DEFINITIONS

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

### **Change Directive**

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

### **Change Order**

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

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

### **Construction Equipment**

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

### **Consultant**

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

### **Contract**

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

### **Contract Documents**

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

### **Contract Price**

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

### **Contract Time**

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

### **Contractor**

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

### **Drawings**

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

### **Notice in Writing**

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

### **Owner**

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

### **Place of the Work**

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

### **Product**

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

**Project**

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

**Provide**

*Provide* means to supply and install.

**Schedule of Prices**

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

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

**Shop Drawings**

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

**Specifications**

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

**Subcontractor**

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

**Substantial Performance of the Work**

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

**Supplemental Instruction**

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

**Supplier**

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

**Temporary Work**

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

**Unit Price**

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

**Value Added Taxes**

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

**Work**

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

**Working Day**

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

## GENERAL CONDITIONS OF THE UNIT PRICE CONTRACT

### PART 1 GENERAL PROVISIONS

#### GC 1.1 CONTRACT DOCUMENTS

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

#### GC 1.2 LAW OF THE CONTRACT

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

#### GC 1.3 RIGHTS AND REMEDIES

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

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

#### **GC 1.4 ASSIGNMENT**

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

### **PART 2 ADMINISTRATION OF THE CONTRACT**

#### **GC 2.1 AUTHORITY OF THE CONSULTANT**

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

#### **GC 2.2 ROLE OF THE CONSULTANT**

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

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

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

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

### **GC 2.4 DEFECTIVE WORK**

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



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

## **PART 3 EXECUTION OF THE WORK**

### **GC 3.1 CONTROL OF THE WORK**

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

### **GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS**

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

### **GC 3.3 TEMPORARY WORK**

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

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

#### **GC 3.4 DOCUMENT REVIEW**

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

#### **GC 3.5 CONSTRUCTION SCHEDULE**

3.5.1 The *Contractor* shall:

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

#### **GC 3.6 SUPERVISION**

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

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

#### **GC 3.7 SUBCONTRACTORS AND SUPPLIERS**

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

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

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

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

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

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

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

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

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

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

3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

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

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

### **GC 3.10 SHOP DRAWINGS**

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

3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.

3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.

3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.

3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.

3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.

3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.

3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:

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

3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.

3.10.10 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.

3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.

3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

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

3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.

3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

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

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

### **GC 3.13 CLEANUP**

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

## **PART 4 ALLOWANCES**

### **GC 4.1 CASH ALLOWANCES**

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

### **GC 4.2 CONTINGENCY ALLOWANCE**

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

## PART 5 PAYMENT

### GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

### GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

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

### GC 5.3 PROGRESS PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### GC 6.3 CHANGE DIRECTIVE

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



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

#### **GC 6.4 CONCEALED OR UNKNOWN CONDITIONS**

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

## **GC 6.5 DELAYS**

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

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

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

## **GC 6.7 QUANTITY VARIATIONS**

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

## **PART 7 DEFAULT NOTICE**

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

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

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

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

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

## **PART 8 DISPUTE RESOLUTION**

### **GC 8.1 AUTHORITY OF THE CONSULTANT**

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

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

## **GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION**

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

## **GC 8.3 RETENTION OF RIGHTS**

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

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

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

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

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

### **GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES**

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

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

### **GC 9.3 ARTIFACTS AND FOSSILS**

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

### **GC 9.4 CONSTRUCTION SAFETY**

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

### **GC 9.5 MOULD**

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

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

## **PART 10 GOVERNING REGULATIONS**

### **GC 10.1 TAXES AND DUTIES**

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

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

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



### GC 10.3 PATENT FEES

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

### GC 10.4 WORKERS' COMPENSATION

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

## PART 11 INSURANCE AND CONTRACT SECURITY

### GC 11.1 INSURANCE

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

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

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

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

## **GC 11.2 CONTRACT SECURITY**

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

## **PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY**

### **GC 12.1 INDEMNIFICATION**

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

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

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

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

## GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
  - .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
  - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 of GC 12.1 – INDEMNIFICATION and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.

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

## GC 12.3 WARRANTY

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

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