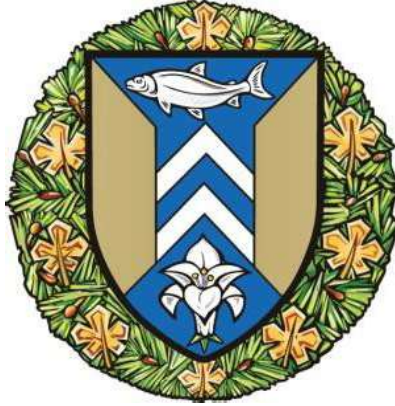


Schedule "A"



**City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON**

REQUEST FOR TENDER

PROJECT #2025CDE-CS-AR-03-T

MEMORIAL TOWER REHABILITATION 2025



April 2025

241255

BIDDING AND CONTRACT DOCUMENTS

| | | |
|-----------------------------------|---|-----|
| Section 00100 | Instruction to Bidders | 5 |
| Section 00700 | General Conditions (CCDC2-2020) | 30 |
| Section 00700-1 | Insurance Requirements (CCDC 41) | 1 |
| Section 00701 | Supplementary General Conditions | 10 |
| Section 01005 | General Instructions | 4 |
| Section 01500 | Temporary Facilities | 2 |
| Section 011100 | Summary of Work | 3 |
| Section 011400 | Work Restrictions | 2 |
| Section 012310 | Alternatives | 2 |
| Section 013119 | Project Meetings | 3 |
| Section 013216.07 | Construction Progress Schedule – Bar (Gantt) Chart | 3 |
| Section 013300 | Submittal Procedures | 4 |
| Section 015200 | Construction Facilities | 3 |
| Section 015600 | Temporary Barriers and Enclosures | 2 |
| Section 017411 | Cleaning | 3 |
| Section 017421 | Construction/Demolition Waste Management and Disposal | 2 |
| Section 017700 | Closeout Procedures | 2 |
| Section 017800 | Closeout Submittals | 1 |
| Section 014500 | Quality Control | 4 |
| Section 031000 | Concrete Forming and Accessories | 6 |
| Section 032000 | Concrete Reinforcing FORTHCOMING | TBD |
| Section 061000.01 | Rough Carpentry – Short Form | 3 |
| DUREX ACROTEL EC-A | | 3 |
| Designated Substance Survey | | 20 |

DRAWINGS

| | |
|--|----|
| TULLOCH Engineering - Structural | 11 |
|--|----|

GENERAL

General Description of Work

The work includes, but is not limited to, the following:

- Apply, obtain and pay for all required applications, permits and inspections (The contractor is required to obtain a Municipal Building Permit at the contractor's cost).
- Mobilize to site;
- Provide and install construction safety barriers, and signage as required.
- Complete all work in accordance with the Contract drawings, including, but not limited to:
 - Removal of all identified designated substances
 - Remove and replace concrete at the shoulders of the tower
 - Remove and replace existing roofing on the upper walkway
 - Repair all deteriorated concrete surfaces
 - Surface prepare and apply coating to all exterior concrete surfaces
 - Complete miscellaneous repairs to the recently installed glass light enclosure.
- Clean up and removal from site of all surplus material.
- Demobilization from site.

For a complete description of the work, refer to the drawings (specs on drawings)

Site Location:

The project is located at **269 Queen Street East, Sault Ste. Marie, ON P6A 1Y9**

Mandatory Site Visit:

A mandatory site visit is required for this project. Refer to **9. Examination of Site** for details.

Start and Completion Dates:

The work is to commence on or before June 2nd, 2025. The Contractor is to schedule the work to be totally complete on October 31st, 2025

1. DEFINITIONS

The words “City” or “Corporation or Owner” means the Corporation of the City of Sault Ste. Marie.

The words “Engineer”, “Consultant” or “Contract Administrator” are interchangeable and shall be understood as referring to TULLOCH ENGINEERING.

The word “Contract” means the agreement to do the work entered into with the Corporation, the general conditions, the specifications, the drawings and other documents referred to or connected with the said contract.

2. DELIVERY AND OPENING OF TENDER

Submissions for this Tender will be accepted in electronic format by the Bidding System until **Thursday April 24, 2025 at 3:00 p.m.** local time (Eastern).

Electronic Submissions

ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions not permitted.

Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted, as Bid transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that sufficient time is allotted to complete the Bid Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System’s web clock.

Bidders should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.ca

Late Bids are not permitted by the Bidding System.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity.

Bidders may edit or withdraw their Bid Submission prior to the closing time and date. However, the Bidder is solely responsible to ensure the re-submitted bid is received by the Bidding System no later than the stated closing time and date.

Opening of the Tender

Opening of the tender will be held after closing time and date and unofficial bid results will be available publicly, posted within the Bidding System.

3. INFORMAL TENDERS

Tenders which are incomplete, unbalanced, conditional, or obscure, or which contain additions not called for, erasures, alterations, errors, or irregularities of any kind, may be rejected as informal. All blanks must be legibly and properly filled in; otherwise, the tender may be declared informal. Persons tendering are required to fill in all blanks.

4. TENDER DOCUMENTS

Each tender shall be in accordance with the Contract Documents and shall include information outlined within submission requirements.

5. PRICES SUBMITTED

The tender price or prices quoted in the Tender shall be in full compensation for all labour, equipment, materials, utility and transportation services necessary to perform and complete all work under the Contract, including all miscellaneous work, whether specifically included in the Tender Documents or not. It is the intention of the Drawings and Specifications to provide finished work. Any items omitted there from which are clearly necessary for the completion of the work shall be considered part of the work, though not directly specified in the Tender Documents.

6. GENERAL CONDITIONS, STANDARD SPECIFICATIONS AND DRAWINGS

All work shall be carried out in accordance with the current Ontario Provincial Standard Specifications and Drawings as adopted by the City. The current General Conditions apply to this contract.

7. DISCREPANCIES

If a Tenderer finds discrepancies in, or omissions from the Contract Documents, or if the Tenderer is in doubt as to their meaning, the Tenderer shall make enquiry through the Bidding System.

8. SUBMITTING QUESTIONS AND RECEIVING ADDENDUMS

Questions related to this bid are to be submitted to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific bid opportunity.

Bidders shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

It is the responsibility of the Bidder to review all Addenda that are issued. Bidders should check online at <https://saultstemarie.bidsandtenders.ca> prior to submitting their Bid and up until Bid closing time and date in the event additional addenda are issued.

In the event that a Bidder submits their bid prior to the issuance of an addenda, the Bidding System will **withdraw** the submission and change the submission status to "**Incomplete**". The Bidder is solely responsible to:

- make any required adjustments to their Bid;
- acknowledge the addendum/addenda; and
- ensure the re-submitted Bid is received by the Bidding System no later than the stated bid closing time and date.

9. EXAMINATION OF SITE

The Tenderer shall visit the site of the work before submitting the tender and shall by personal examination satisfy themselves as to the local conditions that may be encountered during construction of the work. The Tenderer shall make their own estimate of the facilities and difficulties that may be encountered and the nature of the sub-surface materials and conditions. The Tenderer shall not claim at any time after submission of their tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

A discrepancy between site conditions and the specifications or drawings, errors, or omissions, the Tenderer shall report through the Bidding System, not less than five (5) working days prior to the tender closing. This does not include hidden site conditions

A MANDATORY SITE VISIT is required for this project. The site visit will take place on **Tuesday, April 8th, 2025 @1:00 pm.**

Bidders not in attendance at the meeting will be ineligible to submit a bid.

The City of Sault Ste. Marie will provide a manlift for use by bidders to inspect the exterior of the tower. It is the responsibility of the bidders to provide their own fall arrest harnesses. Proof of Working at Heights Training as Well as Aerial Elevating Device Training must be provided prior to accessing the manlift.

10. TENDER PARTS

The division of the Tender into several parts is for administrative purposes only. Tenderers shall bid on all parts. Incomplete tenders will not be accepted.

11. HARMONIZED SALES TAX

HST is extra to tendered pricing and shall not be included in the Total Tender Amount.

12. TENDER DEPOSIT

Each tender shall be accompanied with a tender deposit in the form of a bid bond, certified cheque, money order, or bank draft payable to the Corporation of the City of Sault Ste. Marie in the amount equal to **10% of the Total Tender Price.**

Such deposit shall be security to the owner that the Tenderer, if awarded the contract will execute the agreement, supply bonds (Section 13), insurance documents and a Workers' Compensation Board Clearance Certificate within one (1) week of being notified of the award and start work as specified. The security will be forfeited to the Corporation if the accepted Tenderer fails to enter into the formal contract within the specified time.

The tender deposit of all Tenderers will be retained until a tender has been accepted and the contract properly executed.

13. BONDS

The successful Contractor shall be required to furnish a Contract Material and Labour Payment Bond for 50% of the amount of the tender and a Contract Performance Bond for 100% of the amount of the tender, issued by an approved Surety Company. Such bonds shall be approved by and be acceptable to the Corporation and must be furnished when the Contractor signs the contract.

14. AGREEMENT TO BOND

Each tender must be accompanied by an "Agreement to Bond" from an approved guarantee company as surety that the Tenderer can obtain the required Contract Material and Labour Payment Bond and the required Contract Performance Bond.

15. WORKPLACE SAFETY & INSURANCE BOARD

The Successful Contractor shall furnish evidence of compliance with all requirements of the Workplace Safety & Insurance Act of Ontario. Such evidence shall include a Certificate of Good Standing issued prior to the execution of the contract, and a further certificate issued prior to the release of the Construction Lien Act Holdback.

16. SUBCONTRACTORS

The Tenderer shall submit with his tender a full list (with addresses) of all subcontractors they propose to use on the project. Subcontractors not listed at time of tender opening will be considered hired equipment. This list is to be submitted in the Tender Documents.

17. TENDER'S & SUBCONTRACTOR'S SENIOR STAFF

The Tenderer shall submit with his tender a list of all senior staff to be employed on this contract, including those of the subcontractor. The information to be submitted in the Tender Documents.

18. TENDERER'S & SUBCONTRACTOR'S EXPERIENCE IN SIMILAR WORK

The Tenderer shall submit with his tender a list of projects completed involving work similar to this contract, for his own forces and the subcontractor. The information to be submitted in the Tender Documents.

19. OCCUPATIONAL HEALTH AND SAFETY ACT

For purposes of the Occupational Health and Safety Act, the Contractor for this project will be the Constructor on the site and will undertake the project for the owner. The Constructor shall ensure that the requirements of the OHS Act and its Regulations are carried out on the project and the health and safety of all workers on the site is protected.

The Contractor for the project is the successful Tenderer for the project and will be the Constructor for the project.

To this end the Ministry of Labour shall be notified of the commencement of work on the project, with copies of such notification to be forwarded to the Corporation.

The Contractor agrees to indemnify the Corporation for any costs incurred by it for on site health and safety violations, except those for which the City is directly responsible for.

20. TENDER LEFT OPEN

The Tenderer shall keep their tender open for acceptance for sixty (60) days after the closing date. Withdrawal during this period will result in forfeiture of the tender deposit.

21. PROGRESSION OF WORK AND COMPLETION DATE

The Contractor shall start work on this job within ten (10) days of receiving written notification from the Engineer to proceed and shall continuously work in an orderly manner to prevent the least amount of delay, to completion. The time for completion, detours and sequence of operations, shall be specified in the Special Provisions contained herein.

22. CONTRACTOR'S WORK FORCE

The Contractor shall provide and furnish all manner of labour, materials, apparatus, scaffolding, utensils, and cartage of every description necessary for the due performance of the work and render all due and sufficient facilities to the Engineer for the proper inspection of the work. The Engineer may require the contractor to dismiss any worker(s) who may be incompetent, uncivil, or abusive: the worker(s) and contractor only being admitted to the grounds for the purpose of proper execution of the work.

23. RIGHT OF CITY

The City reserves the right to accept or reject any and all tenders and the lowest tender will not necessarily be accepted.

The City shall not accept any inconsistency in the Unit Prices bid for various items.

The City reserves the right to delete any portion or part of the work outlined and the bidder agrees to such cancellation without any claim whatsoever because of such cancellation.

24. SCHEDULE AND HOURS OF WORK

Hours of work will be carried out between the hours of 7 AM to 7 PM, 5 days per week, Monday to Friday. Any additional expenses, including overtime, to meet this schedule and completion date will be the responsibility of the Contractor and is to be included in the Contractor's Tender Price.

25. TENDER CONFIDENTIALITY

The City of Sault Ste. Marie will consider all tenders as confidential, subject to the provisions set out in the *Municipal Freedom of Information and Protection of Privacy Act*. The names of the tenderers and the total amount of the tenders will be made available to the public. However, unit prices will not be made available to the public unless required to do so by the Information and Privacy Commission.

26. WITHDRAWAL PROCEDURES

Bidders may edit or withdraw their Bid Submission prior to the closing time and date. However, the Bidder is solely responsible to ensure the re-submitted bid is received by the Bidding System no later than the stated closing time and date.

The Bid Deposit shall be forfeited to the Corporation when a bidder attempts to withdraw his or her tender after tenders have been opened, in addition to any consequence or legal penalty that may apply.

27. SUBSTITUTIONS

Where, pursuant to the contract documents, the Contractor is required to supply an article or group of related articles designated by trade or supplier's name followed by the words "or approved equal" or similar such terminology, the tender shall be based only upon supplying the article or group of articles so designated, which shall be regarded as the standard of quality required by the specifications.

No ruling on a proposed substitution and "approved equal" will be made prior to acceptance of a tender. No substitutions shall be made without the prior approval of the Engineer. No tender price shall be based on a presumed acceptance by the Engineer, of a substitute item of supply.

28. CONTRACTOR PRE-QUALIFICATION

The successful Bidder is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of onsite work on this Contract and shall be kept current for the duration of the Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement can be found by visiting [Sault Ste. Marie Health and Safety page](#). Responsibility for compliance with this requirement for its Subcontractors is the responsibility of the successful Contractor. Failure to comply with the requirements of this Program will result in loss of the contract.

29. MATHEMATICAL ERRORS

In the event of mathematical error found in the pricing page, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction(s) will be applied to the total bid price quoted.

30. AWARD OF TENDER

The award of the Tender is subject to approval of City of Sault Ste. Marie Council. Once approved, the successful bidder must sign the form of agreement with the City of Sault Ste. Marie, the attached schedule and provide any other post-bid submissions.

CCDC 2

Stipulated Price Contract

2 0 2 0

The City of Sault Ste. Marie - Memorial Tower Rehabilitation 2025

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

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

CCDC 2 STIPULATED PRICE CONTRACT

TABLE OF CONTENTS

AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

DEFINITIONS

- Change Directive
- Change Order
- Construction Equipment
- Consultant
- Contract
- Contract Documents
- Contract Price
- Contract Time
- Contractor
- Drawings
- Notice in Writing
- Owner
- Other Contractor
- Payment Legislation
- Place of the Work
- Product
- Project
- Ready-for-Takeover
- Shop Drawings
- Specifications
- Subcontractor
- Substantial Performance of the Work
- Supplemental Instruction
- Supplier
- Temporary Work
- Value Added Taxes
- Work
- Working Day

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

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

PART 2 ADMINISTRATION OF THE CONTRACT

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

PART 3 EXECUTION OF THE WORK

- GC 3.1 Control of the Work
- GC 3.2 Construction by the Owner or Other Contractors
- GC 3.3 Temporary Work
- GC 3.4 Construction Schedule
- GC 3.5 Supervision
- GC 3.6 Subcontractors and Suppliers
- GC 3.7 Labour and Products
- GC 3.8 Shop Drawings

PART 4 ALLOWANCES

- GC 4.1 Cash Allowances
- GC 4.2 Contingency Allowance

PART 5 PAYMENT

- GC 5.1 Financing Information Required of the Owner
- GC 5.2 Applications for Payment
- GC 5.3 Payment
- GC 5.4 Substantial Performance of the Work and Payment of Holdback
- GC 5.5 Final Payment
- GC 5.6 Deferred Work
- GC 5.7 Non-conforming Work

PART 6 CHANGES IN THE WORK

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

PART 7 DEFAULT NOTICE

- GC 7.1 Owner's Right to Perform the Work, Terminate the Contractor's Right to Continue with the Work or Terminate the Contract
- GC 7.2 Contractor's Right to Suspend the Work or Terminate the Contract

PART 8 DISPUTE RESOLUTION

- GC 8.1 Authority of the Consultant
- GC 8.2 Adjudication
- GC 8.3 Negotiation, Mediation and Arbitration
- GC 8.4 Retention of Rights

PART 9 PROTECTION OF PERSONS AND PROPERTY

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

PART 10 GOVERNING REGULATIONS

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

PART 11 INSURANCE

- GC 11.1 Insurance

PART 12 OWNER TAKEOVER

- GC 12.1 Ready-for-Takeover
- GC 12.2 Early Occupancy by the Owner
- GC 12.3 Warranty

PART 13 INDEMNIFICATION AND WAIVER

- GC 13.1 Indemnification
- GC 13.2 Waiver of Claims

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

CCDC Copyright 2020

Must not be copied in whole or in part without the written permission of the CCDC.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement made on 2nd day of June in the year 2025 .
by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "Owner"

and

Lignum Builders Limited

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

- 1.1 perform the Work required by the Contract Documents for (insert below the description or title of the Work)
Memorial Tower Rehabilitation 2025

located at (insert below the Place of the Work)

269 Queen Street, Sault Ste. Marie, Ontario, P6A 1Y9

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

TULLOCH Engineering Inc.

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

- 1.2 do and fulfill everything indicated by the Contract Documents, and
- 1.3 commence the Work by the 2nd day of June in the year 2025 and, subject to adjustment in Contract Time as provided for in the Contract Documents, attain Ready-for-Takeover, by the 3rd day of October in the year 2025 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

ARTICLE A-3 CONTRACT DOCUMENTS

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

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

*

Section 00100 Instruction to Bidders 5

Section 00700 General Conditions (CCDC2-2020) 30

Section 00700-1 Insurance Requirements (CCDC 41) 1

Section 00701 Supplementary General Conditions 10

Section 01005 General Instructions 4

Section 01500 Temporary Facilities 2

Section 011100 Summary of Work3

Section 011400 Work Restrictions2

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Section 061000.01 Rough Carpentry – Short Form3

DUREX ACROTEL EC-A3

Designated Substance Survey20

DRAWINGS

TULLOCH Engineering - Structural..... 11

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

ARTICLE A-4 CONTRACT PRICE

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

Seven Hundred and Seventy-Six Thousand, Nine Hundred Ninety-Seven dollars and Thirty-Five cents /100 dollars \$ 776,997.35

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

One Hundred and One Thousand, Nine dollars and Sixty-Six cents /100 dollars \$ 101,009.66

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

Eight Hundred and Seventy-Eight Thousand, Seven dollars and One cent /100 dollars \$ 878,007.01

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

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

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

5.2 Interest

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

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

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

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

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

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

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

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

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

Owner

The Corporation of the City of Sault Ste. Marie

*name of Owner**

99 Foster Drive, Sault Ste. Marie, Ontario, P6A 5X6

address

email address

Contractor

Lignum Builders Limited

*name of Contractor**

4-407 Centre St, Espanola, ON P5E 1J5

address

brant@lignumbuilders.ca

email address

Consultant

TULLOCH Engineering Inc.

*name of Consultant**

71 Black Road, Unit 8, Sault Ste. Marie, Ontario, P6B 0A3

address

dan.moody@tulloch.ca

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

The Corporation of the City of Sault Ste.
Marie

name of Owner

signature

signature

City Clerk - Rachel Tyczinski

Mayor - Matthew Shoemaker

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

Lignum Builders Limited

name of Contractor

signature

signature

name of person signing

name and title of person signing

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

DEFINITIONS

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

Change Directive

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

Change Order

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

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

Construction Equipment

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

Consultant

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

Contract

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

Contract Documents

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

Contract Price

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

Contract Time

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

Contractor

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

Drawings

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

Notice in Writing

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

Owner

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

Other Contractor

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

Payment Legislation

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

Place of the Work

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

Product

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

Project

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

Ready-for-Takeover

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

Shop Drawings

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

Specifications

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

Subcontractor

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

Substantial Performance of the Work

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

Supplemental Instruction

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

Supplier

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

Temporary Work

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

Value Added Taxes

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

Work

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

Working Day

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

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

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

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

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

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

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

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

GC 2.2 ROLE OF THE CONSULTANT

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

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

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

GC 2.4 DEFECTIVE WORK

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

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

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

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

GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS

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

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

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

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

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

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

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

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

GC 3.3 TEMPORARY WORK

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

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

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

GC 3.4 CONSTRUCTION SCHEDULE

3.4.1 The *Contractor* shall:

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

GC 3.5 SUPERVISION

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

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

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

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

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

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

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

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

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

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

GC 3.7 LABOUR AND PRODUCTS

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

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

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

GC 3.8 SHOP DRAWINGS

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

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

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

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

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

GC 4.2 CONTINGENCY ALLOWANCE

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

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC 5.2 APPLICATIONS FOR PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT shall be submitted monthly to the *Owner* and the *Consultant* simultaneously as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form as specified in the *Contract* and supported by such evidence as the *Consultant* may reasonably require.
- 5.2.6 Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of *Payment Legislation*.
- 5.2.7 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.
- 5.2.8 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PAYMENT

- 5.3.1 After receipt by the *Consultant* and the *Owner* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT:
 - .1 The *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* certifies a different amount, or rejects the application or part thereof, the *Owner* shall promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
 - .2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- 5.4.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractors* application:
 - .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.4.3 Subject to the requirements of any *Payment Legislation*, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.
- 5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC 5.3 – PAYMENT.
- 5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.

5.4.6 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

GC 5.5 FINAL PAYMENT

5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.

5.5.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and when the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner*, with a copy to the *Contractor*.

5.5.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.

5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement – PAYMENT and in any event, in compliance with *Payment Legislation*.

GC 5.6 DEFERRED WORK

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

GC 5.7 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:

- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
- .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

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

6.2.2 When the *Owner* and the *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the applications for progress payment.

GC 6.3 CHANGE DIRECTIVE

6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.

6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.

6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- 1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - 2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - 3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the *Change Directive*:

Labour

- 1 rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:
 - (1) trade labour in the direct employ of the *Contractor*;
 - (2) the *Contractor's* personnel when stationed at the field office;
 - (3) the *Contractor's* personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and
 - (4) the *Contractor's* office personnel engaged in a technical capacity, or other personnel identified in Article A-3 of the Agreement – CONTRACT DOCUMENTS for the time spent in the performance of the *Work*;

Products, Construction Equipment and Temporary Work

- 2 cost of all *Products* including cost of transportation thereof;
- 3 in the absence of agreed rates, cost less salvage value of *Construction Equipment, Temporary Work* and tools, exclusive of hand tools under \$1,000 owned by the *Contractor*;
- 4 rental cost of *Construction Equipment, Temporary Work* and tools, exclusive of hand tools under \$1,000;
- 5 cost of all equipment and services required for the *Contractor's* field office;

Subcontract

- 6 subcontract amounts of Subcontractor with pricing mechanism approved by the *Owner*;

Others

- 7 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
- 8 deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;
- 9 cost of quality assurance such as independent inspection and testing services;
- 10 charges levied by authorities having jurisdiction at the *Place of the Work*;
- 11 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
- 12 premium for all contract securities and insurance for which the *Contractor* is required, by the *Contract Documents*, to provide, maintain and pay in relation to the performance of the *Work*;
- 13 losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;
- 14 taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;
- 15 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;
- 16 cost for removal and disposal of waste products and debris;
- 17 legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they are not:
 - (1) relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,
 - (2) the result of the negligent acts or omissions of the *Contractor*, or
 - (3) the result of a breach of this *Contract* by the *Contractor*;
- 18 cost of auditing when requested by the *Owner*; and
- 19 cost of *Project* specific information technology in accordance with the method determined by the parties.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* performance of the *Work* attributable to the *Change Directive* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for a finding.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by the *Owner*, the *Consultant*, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, resulting in the failure of the *Contractor* to attain *Ready-for-Takeover* by the date stipulated in Article A-1 of the Agreement – THE WORK, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or

- 4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.12 of GC 2.2 – ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

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

PART 7 DEFAULT NOTICE

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

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to perform the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time,
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.

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

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

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

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved

in the first instance by findings of the *Consultant* as provided in GC 2.2 – ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.

- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.3.3 to 8.3.8 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.4 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 ADJUDICATION

- 8.2.1 Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.3.1 In accordance with the rules for mediation as provided in CCDC 40 ‘Rules for Mediation and Arbitration of Construction Industry Disputes’ in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.3.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 – ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.3.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.3.4 After a period of 10 *Working Days* following receipt of a responding party’s *Notice in Writing* of reply under paragraph 8.3.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the rules for mediation as provided in CCDC 40 in effect at the time of bid closing.
- 8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.3.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.3.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:
- .1 held in abeyance until:
 - (1) *Ready-for-Takeover*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and

.2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.3.6.

GC 8.4 RETENTION OF RIGHTS

- 8.4.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.4.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.3.6 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

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

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

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

- 9.2.6 If the *Owner* and the *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

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

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 The *Contractor* shall be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation.
- 9.4.2 The *Owner* and the *Contractor* shall comply with all health and safety precautions and programs established at the *Place of the Work*.
- 9.4.3 The *Owner* and the *Contractor* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.
- 9.4.4 The *Owner* shall cause the *Consultant*, *Other Contractors* and the *Owner's* own forces to comply with all health and safety precautions and programs established by the *Contractor* at the *Place of the Work*.
- 9.4.5 Nothing in this *Contract* shall affect the determination of liability under the applicable health and safety legislation.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or the *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing,
 - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and

- 3 if the *Owner* and the *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.5.2 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor's* operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.3 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor's* operations under the *Contract*, the *Owner* shall promptly, at the *Owner's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
 - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

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

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, and again with the *Contractor*'s applications for payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*.

PART 11 INSURANCE

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 'CCDC Insurance Requirements' in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover* on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
 - .3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
 - .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Ready-for-Takeover*;
 - (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 - .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Ready-for-Takeover*.
 - .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except

that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;

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

- .7 *Contractors' Equipment Insurance* from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
- .8 *Contractors' Pollution Liability Insurance* from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.

11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

11.1.6 If a revised version of CCDC 41 is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.

11.1.7 If a revised version of CCDC 41 is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.

11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41.

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:

- .1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.
- .2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.
- .3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.
- .4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.
- .5 Make available a copy of the as-built drawings completed to date on site.
- .6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.
- .7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.
- .8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.

12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.

12.1.3 When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* list and application:

- .1 advise the *Contractor* in writing that the *Work* is not *Ready-for-Takeover* and give reasons why, or
- .2 confirm the date of *Ready-for-Takeover* in writing to each of the *Owner* and the *Contractor*.

12.1.5 Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

12.1.6 The provision of GC 12.1 – READY-FOR-TAKEOVER shall be subject to GC 12.2 – EARLY OCCUPANCY BY THE OWNER.

GC 12.2 EARLY OCCUPANCY BY THE OWNER

12.2.1 The *Owner* may take occupancy of a part or the entirety of the *Work* before *Ready-for-Takeover* has been attained only as agreed by the *Contractor* which agreement shall not be unreasonably withheld.

12.2.2 The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.

12.2.3 If the *Owner* takes occupancy of a part of the *Work* before *Ready-for-Takeover* has been attained:

- .1 The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
- .2 The *Contractor* shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the *Owner*.
- .3 The warranty period specified in paragraph 12.3.1 of GC 12.3 – WARRANTY for that part of the *Work* shall start from the date on which it is occupied.

12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve *Ready-for-Takeover*. This shall not relieve the *Contractor*'s responsibility to complete the *Work* in a timely manner.

GC 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date when *Ready-for-Takeover* has been attained.

12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.

12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

13.1.1 Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose negligent acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
- .2 made by *Notice in Writing* within a period of 6 years from the *Ready-for-Takeover* date or within such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.

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

- 13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the minimum liability insurance limit for one occurrence, of the applicable insurance policy, as referred to in CCDC 41 in effect at the time of bid closing.
 - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
 - .3 In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.
 - .4 In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.
- 13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.
- 13.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 13.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
 - .2 arising out of the *Contractor*'s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 13.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based become known; and
 - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 13.2 WAIVER OF CLAIMS

- 13.2.1 Subject to any lien legislation applicable to the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 20 calendar days following the *Ready-for-Takeover* date, whichever is later;
 - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC 13.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.2 The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover* date except for:
- .1 indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1.2 and 13.2.1.3; and
 - .2 claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.3 Subject to any lien legislation applicable to the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the *Ready-for-Takeover* date;

- .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC 13.1 – INDEMNIFICATION;
 - .4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 – WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3.4, and notwithstanding paragraph 13.2.3.5, the *Owner* waives and releases the *Contractor* from all claims except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the *Ready-for-Takeover* date, provided that any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- 13.2.5 The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
- .1 indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.2.3.2;
 - .2 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3.3;
 - .3 claims arising under GC 12.3 – WARRANTY; and
 - .4 claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.6 “*Notice in Writing* of claim” as provided for in GC 13.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 13.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of an intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 13.2.7 A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Contract*.
- 13.2.8 The party giving the *Notice in Writing* of claim as provided for in GC 13.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which such claim is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 13.2.10 Nothing in GC 13.2 – WAIVER OF CLAIMS shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.

CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: December 14, 2020

1. General liability insurance shall be with limits of not less than \$10,000,000 per occurrence, an aggregate limit of not less than \$10,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Manned Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$10,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. Unmanned aerial vehicle liability insurance with respect to owned or non-owned aircraft (if used directly or indirectly in the performance of the *Work*), shall have limits of not less than \$5,000,000 per occurrence or accident for bodily injury, death and damage to property or such amounts as required by any applicable law or regulation.
5. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
6. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy including hot testing and commissioning.
7. Contractors' equipment insurance coverage written on an "all risks" basis covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
8. Contractors' Pollution liability insurance shall have limits of not less than \$5,000,000 per occurrence for bodily injury, death and damage to property.

Association of
Canadian
Engineering
Companies

Canadian
Construction
Association

Construction
Specifications Canada

The Royal Architectural
Institute of Canada

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS**SUPPLEMENTARY GENERAL CONDITIONS TO CCDC2-2020****PART 1 – GENERAL CONDITIONS****1.1 Definitions**

- .1 Whenever any of the following words or phrases are used in the Contract, they have the meanings respectively attributed to them as follows:
 - .1 "Building Code" - means the applicable National Building Code, latest edition.
 - .2 "as specified" - means as specified elsewhere in the specification.
 - .3 "Approved Equivalent" - means a material or product that has been reviewed and approved by the Consultant as to having similar properties and fulfilling similar functions to the specified item.
 - .4 "Tender" – means any bid, tender or proposal submitted by a bidder pursuant to the Instructions to Bidders.
 - .5 "Access" – for the purpose of GC 2.3.1, the Contractor shall provide sufficient labour force to operate access equipment safely and properly.
 - .6 "Client" - means The City of Sault Ste. Marie
- .2 Whenever the words "shall" or "will" are used in the Contract they have the meanings attributed to them in the provincial interpretation act.
- .3 Whenever words which have well known technical or trade meanings are used in the Contract they are used in accordance with such recognized meanings.

1.2 Insurance

- .1 Contractor must keep in force for the duration of the Contract Public Liability and Property Damage Insurance in accordance with GC 11.1. Without limiting the foregoing, such Insurance Coverage must include Comprehensive General Liability; Contractual Liability; Personal Injury; and Contingent Liability with respect to Sub-contractors. Submit proof of same in the form of an Insurance Certificate. Such Insurance Certificate must contain a firm undertaking to give the Owner thirty (30) days notice prior to any cancellation.
- .2 If the Contactor fails to meet these requirements within the time stipulated by the award letter, the Owner retains the right to terminate the Contract and use the bid security toward damages.

SUPPLEMENTARY GENERAL CONDITIONS

- .3 The City of Sault Ste. Marie and TULLOCH Engineering Inc. shall be named as additional insured under all insurance policies which shall protect The Client against all claims for all damage or injury including death to any person or persons and for damage to any property of The Client or any other public or private property resulting from or arising out of any act or omission on the part of the Vendor or any of his servants or agents, including sub-contractors.

1.3 Workers' Compensation

- .1 Prior to commencing the Work and prior to receiving payment on Substantial and Total Performance of the Work, the Contractor shall provide evidence of compliance with the requirements of the province of Ontario with respect to Workers' Compensation, including payments due thereunder.
- .2 At any time during the term of the Contract, when requested by the Owner, the Contractor shall provide such evidence of compliance by himself and his Subcontractors.

1.4 Environmental

- .1 A Designated Substance and Hazardous Materials Survey is available for the Memorial Tower. The report is included with the tender document.

1.5 Sub-contractors

- .1 The Contractor is to provide to the Owner a complete and firm list of names and addresses of Sub-contractors whom he will use for the Work of this Contract.
- .2 The owner may, for reasonable cause, object to the use of a proposed sub-Contractor and require the Contractor to employ one of the other Sub-Contractor bidders.
- .3 The Contractor will:
- .1 require his Subcontractors to perform their Work in accordance with the subject to the terms and conditions of the Contract;
- .2 and, be as fully responsible to the Owner for acts and omissions of his Sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him. The Contractor therefore agrees that he will incorporate all the terms and conditions of the Contract Documents into all Sub-contract Agreements.
- .4 Nothing contained in the Contract Documents will create a contractual relationship between a Sub-contractor and the Owner.

1.6 Ontario Labour Conditions and Construction Lien Claims

- .1 The Contractor will employ only persons who are fully qualified to perform the work required. The Contractor will comply with all Provincial Government statutes and regulations governing contract hours and wages, construction liens, and employment standards.

1.7 Precedence of Documents

- .1 The documents forming the Contract are complementary, and what is required by any one will be as binding as if required by all.
- .2 Words and abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- .3 In the event of conflict between Documents, the following priorities shall apply:
 - .1 Documents of later date will govern.
 - .2 Figured dimensions shown on the drawings will govern even though they may differ from scaled dimensions.
 - .3 Drawings of larger scale will govern over those of smaller scale of the same date.
 - .4 Specifications will govern over drawings.
 - .5 Supplementary General Conditions shall govern over General Conditions.
 - .6 The General Conditions shall govern over specifications, other than the Supplementary General Conditions.

1.8 Materials and Workmanship - Acceptability

- .1 The Contractor shall ensure that all materials, products, systems or services are new and listed in The Canadian Construction Materials Centre publication "Listings or Evaluation Reports".
- .2 The Contractor shall give preference to materials, products, systems or services of Canadian origin and manufacture.
- .3 The Contractor shall ensure that all work is performed by competent tradesmen, skilled in the particular trade. Only first class workmanship will be accepted, not only with regard to safety, efficiency and durability, but also with regard to neatness and accuracy of detail.
- .4 The Contractor shall remove all unsatisfactory work and replace it at the Contractor's expense to the satisfaction of the Consultant.
- .5 If in the opinion of the Consultant it is not expedient to correct defective work or work not done in accordance with the Contract, the Owner may deduct from the Contract Price the difference in value between the Work as done and that called for by the Contract, the amount of which shall be determined in the first instance by the Owner.

1.9 Equivalents

- .1 Applications for approval for materials or methods proposed as equivalent to those specified must be received by the Consultant no later than three (3) working days before tender closing date. Approval, if given, will be not less than two (2) working days prior to tender closing date.
- .2 Request approvals in writing, and in duplicate.
- .3 Approval of materials or methods as equivalents applies to this Contract only, and does not necessarily mean approval for future Contracts, not that the other material or methods may not be used as directed by the Consultant, at and time after tender is accepted, without corresponding change in cost.
- .4 All known Bidders will be notified of materials or methods which are deemed by the Consultant as being equivalent to materials or methods specified.
- .5 Tenders must be based on specified items, or approved equivalents.
- .6 Immediately on request, Tenderer or Contractor shall supply a detailed list of equivalents on which his Tender is based.

1.10 Alternates

- .1 An application must be submitted to the Consultant for approval for all materials or methods proposed as an alternate to those specified, following the same procedure as for equivalents.
- .2 After written approval is obtained, submit separate price with Tender, as an addition to or deduction from tendered price, for each alternate.
- .3 Suppliers and Sub-contractors submitting alternates must state with price submission that the price covers an approved alternate.
- .4 Tenderers must ensure, before submission, that all alternates offered cover all changes necessary in other work under this Contract to properly accommodate the alternate and form a complete and finished job.

1.11 Deviations

- .1 The Contractor will not make any deviations from the drawings and specifications without prior written consent from the Consultant. Unauthorized deviations are to be corrected at the Contractor's expense.

1.12 Changes in Work

- .1 The Owner shall have the right, without invalidating the Contract, to make changes by altering, adding to, or deducting from the Work, with the Contract Price and the completion date being adjusted accordingly.

- .2 No additional work shall be done or other changes to the Contract made without receiving prior written authority from the Owner.

1.13 Valuations of Changes in Work

- .1 The Owner shall determine the method of valuation of any changes in the Work by any one or more of the following methods:
 - a) by estimate and acceptance in a lump sum;
 - b) by unit price;
 - c) by cost and percentage or by cost and a fixed fee.
- .2 In cases of an addition to the Work to be paid for pursuant to clause 1.14.1, the Contractor shall certify the amount including a sum not to exceed the values as indicated in Part B of the Schedule of Items and Prices and keep and present to the Owner, in such form as the Owner may direct, a correct account setting out overhead and profit and the net cost of labour and materials, together with vouchers.

1.14 Samples of Materials, Testing of Materials

- .1 The Contractor shall furnish for approval of the Owner, or whom the Owner designates, such samples of materials, tests and designs as required. The Work must be in accordance with the approved samples, tests and designs.
- .2 The Contractor shall pay all costs for such samples and tests required by the specifications. If not specified, the cost of such samples and tests will be authorized as an addition to the Contract Price.

1.15 Performance Tests

- .1 The Contractor shall perform and pay for all tests as required by the authorities having jurisdiction, and as may be required by the Owner, to prove that all systems and equipment are performing as specified.

1.16 Applications for Payment

In addition to the requirements of GC 5.2:

- .1 The "Schedule of Values" shall correspond to the Schedule of Items and Prices in the Contract.
- .2 The Owner will make payments to the Contractor as follows:
 - .1 90% of the invoiced amount submitted by the Contractor to the Owner, through the Consultant, prior to substantial performance and not more frequently than monthly for the completed portions of the work and services performed to the satisfaction of the Payment Certifier.

SUPPLEMENTARY GENERAL CONDITIONS

- .2 10% of the amount invoiced prior to substantial performance and held back pursuant to the Construction Act, 1990, within a reasonable time after the expiration of the applicable lien period following the date of publication of the Certificate of Substantial Performance if there are no claims outstanding pursuant to the Construction Act, 1990, and the work and services performed are to the satisfaction of the Payment Certifier.
- .3 Any further amount due hereunder upon completion of the Contract to the satisfaction of the Payment Certifier, subject to any holdback for deficiencies and as required by the Construction Act, 1990.
- .4 The Contractor will obtain, where applicable, inspection certificate for the installation of electrical wiring and equipment, natural gas and heating boilers, from the Federal, Provincial, Municipal Authority or utility responsible for the issuance of same, and the Contract agrees to obtain and deliver such certification to the Consultant prior to the approval of final invoice.

1.17 Fees for Changes In Work

- .1 Include in Schedule of Items and Prices, percentage markup for overhead and profit for applicable changes in Work, whether additions to or deduction from Work on which Bid price is based. Include in Schedule of Items and Prices, fees proposed for subcontract work for changes (both additions and deletions) in Work. Contractor may apply markup as noted, to subcontractor's gross (net plus markup) costs on additional work.

1.18 Warranty

- .1 Provide a written warranty stating that all work is guaranteed for a period of TWO years from the date of Certificate of Final Completion.

1.19 Completion Date

- .1 The Contractor shall complete the Work within the agreed upon schedule, as indicated on page 1 of the Instruction to Bidders.

END OF SECTION

GENERAL INSTRUCTIONS

DIVISION 1 – GENERAL REQUIREMENTS

GENERAL INSTRUCTIONS

PART 1 – GENERAL

1.1 Note that a copy of the CCDC2 Stipulated Price Contract has been included as part of the Tender document but does not need to be completed for the submission.

1.2 Initial On-Site Meeting

- .1 The Contractor will be notified by the Consultant as to the time and place of the Initial On-Site Meeting.
- .2 The Consultant will review the extent of the work with the Contractor and determine responsibilities, schedules and sequence of activities.

1.3 Co-operation

- .1 The Contractor will co-operate with the Owner and Consultant and arrange for all work to be expedited with the minimum of inconvenience to all parties, and report in writing any difficulties encountered in expediting the work.

1.4 Supervision and Workmanship

- .1 The Contractor will perform the work in the most efficient manner and in accordance with the directions and to the satisfaction of the Owner. Employ a competent foreman who remains in charge full time until the work is completed.

1.5 Use of Site Facilities

- .1 The Contractor will furnish all labour, materials, equipment, transportation, storage of tools, trucks and any other incidentals required to perform the work.
- .2 Parking: Arrangements for the worker's parking shall be approved by the Owner.
- .3 Existing sanitary services are not available. The Contractor is responsible for providing and maintaining sanitary services for the duration of the project.
- .4 The Contractor shall assume all liability for and be responsible for loss or damage to his materials or equipment and for any materials delivered to him from whatever source to the site of the work.
- .5 Water and electric power are not available for use. The Contractor is responsible for providing temporary power and water for the duration of the project.
- .6 The Contractor shall limit areas for work and storage as directed on site by the Consultant or Owner.

- .7 The Contractor shall not obstruct entrances or fire exists. The Contractor shall maintain free access route for ambulance, fire and garbage trucks.

1.6 Clean-up and Restoration

- .1 Keep site free from accumulation of dirt and debris resulting from the Work and clean up at the close of each day or more often to the satisfaction of the Owner.
- .2 The location of garbage containers is subject to approval by the Owner. The Contractor shall relocate garbage containers upon request by the Owner. Garbage containers are to be secured with a locked cover at the end of each work day and shall be removed from the site when full.
- .3 Repair all site elements having been damaged during the course of the work and replace all elements damaged beyond repair to the complete satisfaction of the Owner.

1.7 Hours of Work

- .1 Work will be carried out between the hours of 7:00 AM and 7:00 PM, Monday through Friday.
- .2 Excessive noise producing activities (i.e., drilling, cutting, etc.) shall be limited to 10:00 AM to 5:00 PM, Monday through Friday.
- .3 The Contractor may be allowed to work extended or weekend hours provided approval is given in writing by the Owner.

1.8 Protection

- .1 The Contractor shall provide adequate protection to public and property until the Owner accepts the work.
- .2 Execute the work to minimize interference to occupants and personal effects. Provide and maintain all necessary and proper temporary shoring, protection and warning signs at all areas which may be dangerous to the public from falling debris or other causes.
- .3 Erect temporary fences, barriers, overhead protection, and other protection that may be required during the work by the Owner and/or Municipal and Provincial Authorities.
- .4 Protect existing building elements (on site and off site) from any damages resulting from performing work of this Contract. Any damages to be repaired without cost to the Owner.
- .5 Protect and be responsible for all new finished and unfinished work which is expenses and susceptible to vandalism or theft.

1.9 Final Clean-Up

- .1 The Contractor will clean all new materials and areas of work to the satisfaction of the Owner and Consultant.
- .2 The Contractor shall clean the site, and all affected areas of the building, to the satisfaction of the consultant.
- .3 The Contractor shall make good all areas of the work site damaged by construction, including but not limited to grass, gardens, asphalt, walkways, etc.

1.10 Fire Protection

- .1 The Contractor will take all necessary precautions to prevent the possibility of fire, especially when working with combustible adhesive and/or flammable solvents.
- .2 The Contractor will at all times supply a portable fire extinguishers when working with combustible adhesives and/or flammable solvents.
- .3 The Contractor will ensure that all rags and waste containing oil, grease or other flammable materials will be removed at the end of each working day.

1.11 Work Schedule and Records

- .1 Provide schedule after contract award, in form acceptable to the Consultant, identifying activities and showing progress stages and final completion of Work. Provide updated schedules during the course of work.
- .2 Carry out the Work in a continuous and logical manner.
- .3 Keep accurate detailed records of all Work performed and keep copies of records at site for inspection by Consultant upon request. This also includes all items of repairs where a unit price has been submitted.

1.12 Quality Control

- .1 Work shall be done by an established contractor with proven satisfactory experience and who has skilled tradesmen thoroughly trained and competent in carrying out the specified work. Additional requirements are specified in the individual Specification Sections where applicable.
- .2 Where required by manufacturer of speciality products, only contractors approved as applicators shall be utilized.

- .3 Provide one person who shall be present at all times during the execution of the work who shall be thoroughly familiar with the proper materials and methods of work and who shall direct all work performed.
- .4 Provide access to the work for the Consultant at all times.
- .5 Give timely notice requesting inspection if work is designated for special tests, inspections, or approvals by the Consultant.
- .6 If the Contractor covers or permits to be covered work that has been designated for special tests, inspections or approval before such is made, uncover such work, have inspections or tests satisfactorily completed and make good such work.
- .7 Notify the Consultant of unexpected conditions immediately upon discovery.
- .8 Maintain at the job site one copy of each of the following:
 - .1 Specifications and Contract Drawing
 - .2 Addenda
 - .3 Change Orders or other modifications to Contract
 - .4 Manufacturer's installations and application instructions for materials.

END OF SECTION

TEMPORARY FACILITIES

DIVISION 3 – SPECIFICATIONS

TEMPORARY FACILITIES

PART 1 – GENERAL

1.1 Description of Work

- .1 This Section specifies the requirements for temporary construction facilities to be provided by the Contractor for duration of the project.

1.2 Storage Sheds/Trailers

- .1 Provide and maintain, in a clean and orderly condition, lockable weather tight trailers and/or sheds with raised floors for storage of materials and equipment which are subject to damage by weather.

1.3 Sanitary Facilities

1. The Contractor shall be responsible for providing and maintaining Sanitary facilities for the duration of the project.

1.4 Barriers/Hoarding/Scaffolding/Temporary Fences

- .1 Provide a secure barrier wall all around the construction area. Secure all fence gates against access at the end of each day.
- .2 Erect temporary fences that may be required by the Owner and/or Municipal Authorities.
- .3 Erect enclosures as required to collect and manage all construction dust/debris.
- .4 Erect temporary protection as required to ensure plants at the base of the tower remain undamaged for the duration of the project.

1.5 Site Signs and Notices

- .1 Provide signs for safety notices, traffic direction, or instructions in English or commonly understood graphic symbols.
- .2 Maintain signs and notices in good condition for duration of project.

1.6 Removal of Temporary Facilities

- .1 At completion of Work, remove all temporary facilities, equipment and materials from site when directed by the Consultant.

1.7 Measurement of Payment

- .1 The provision of temporary facilities shall be included in the Fixed Price.

SUMMARY OF WORK

Section 01 11 00

Memorial Tower Rehabilitation 2025
The City of Sault Ste. Marie, Ontario

Page 1

2025-04-01

PART 1 - GENERAL

| | | |
|--|----|---|
| <u>1.1 RELATED SECTIONS</u> | .1 | |
| <u>1.2 WORK COVERED BY CONTRACT DOCUMENTS</u> | .1 | Work of this Contract is comprised of the rehabilitation of existing concrete and installation of new roofing material and application of exterior paint coating at the Memorial Tower, located in Sault Ste. Marie, Ontario. |
| <u>1.3 CONTRACT METHOD</u> | .1 | Construct Work using stipulated price contract. |
| <u>1.4 WORK BY OTHERS</u> | .1 | Not applicable. |
| <u>1.5 FUTURE WORK</u> | .1 | Not applicable. |
| <u>1.6 WORK SEQUENCE</u> | .1 | Construct Work in stages if needed to accommodate Owner's continued use of premises during construction. |
| | .2 | Co-ordinate Progress Schedule and co-ordinate with Owner Occupancy during construction. |
| | .3 | Construct Work to provide for continuous public usage. Do not close off public usage of facilities until use of one stage of Work will provide alternate usage. |
| | .4 | Maintain fire access/control. |
| <u>1.7 CONTRACTOR USE OF PREMISES</u> | .1 | Limit use of premises for Work, for storage, and for access, to allow: .1 Owner occupancy and use. .2 Public usage. |
| | .2 | Remove or alter existing work to prevent injury or damage to portions of existing work which remain. |
| | .3 | Maintain the building and roofing watertight and weathertight at all times. |

1.8 OWNER OCCUPANCY

- .1 Owner will occupy premises during entire construction period for execution of normal operations.
- .2 Co-operate with Owner in scheduling operations to minimize conflict and to facilitate Owner usage.

**1.9 ALTERATIONS,
ADDITIONS OR
REPAIRS TO EXISTING
BUILDING**

- .1 Execute work with least possible interference or disturbance to building operations, occupants, public and normal use of premises. Arrange with Consultant to facilitate execution of work.

**1.10 EXISTING
SERVICES**

- .1 Notify utility companies of intended interruption of services and obtain required permission.
- .2 Submit schedule to and obtain approval from Consultant and Owner's representative for any shut-down or closure of active service or facility including heating, air conditioning, power and communications services. Adhere to approved schedule and provide notice to affected parties.
- .3 Protect, relocate or maintain existing active services. When inactive services are encountered, cap off in manner approved by authorities having jurisdiction.

**1.11 DOCUMENTS
REQUIRED**

- .1 Maintain at job site, one copy each document as follows:
 - .1 Contract Drawings.
 - .2 Specifications.
 - .3 Addenda.
 - .4 Reviewed Shop Drawings.
 - .5 List of Outstanding Shop Drawings.
 - .6 Change Orders.
 - .7 Other Modifications to Contract.
 - .8 Field Test Reports.
 - .9 Copy of Approved Work Schedule.
 - .10 Health and Safety Plan and Other Safety Related Documents.
 - .11 Other documents as specified.

SUMMARY OF WORK

Section 01 11 00

Memorial Tower Rehabilitation 2025
The City of Sault Ste. Marie, Ontario

Page 3
2025-04-01

PART 2 - PRODUCTS

2.1 NOT USED .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not used.

PART 1 - GENERAL**1.1 RELATED****SECTIONS**

.1 01 56 00 – Temporary Barriers and Enclosures.

.2 Maintain access to building at all times.

.1 Design, construct and maintain temporary "access to" and "egress from" work areas, including stairs, runways, ramps or ladders, independent of finished surfaces and in accordance with relevant municipal, provincial and other regulations.

**1.3 USE OF SITE AND
FACILITIES**

.1 Execute work with least possible interference or disturbance to normal use of premises. Make arrangements with Owner's Representative to facilitate work as stated.

.2 Maintain existing services to building and provide for personnel and vehicle access.

.3 Where security is reduced by work provide temporary means to maintain security.

**1.4 ALTERATIONS,
ADDITIONS OR
REPAIRS TO EXISTING
BUILDING**

.1 Execute work with least possible interference or disturbance to building operations, occupants, public and normal use of premises.

**1.5 EXISTING
SERVICES**

.1 Notify, Owner's Representative and utility companies of intended interruption of services and obtain required permission.

.2 Where Work involves breaking into or connecting to existing services, give Owner's Representative 48 hours of notice for necessary interruption of mechanical or electrical service throughout course of work. Keep duration of interruptions minimum. Carry out interruptions after normal working hours of occupants, preferably on weekends.

.3 Provide for personnel, pedestrian and vehicular traffic.

.4 Construct barriers in accordance with Section 01 56 00 - Temporary Barriers

WORK RESTRICTIONS

Section 01 14 00

Memorial Tower Rehabilitation 2025
The City of Sault Ste. Marie

Page 2

2025-04-01

and Enclosures.

1.6 SPECIAL
REQUIREMENTS

- .1 Carry out noise generating Work Monday to Friday from 17:30 to 11:00 hours and 08:00 to 19:00 on Saturdays. No work shall be carried out on Sundays and statutory holidays.
- .2 Submit schedule in accordance with Section 01 32 16.07 - Construction Progress Schedules - Bar (GANNT) Chart.
- .3 Ensure that Contractor personnel employed on site become familiar with and obey regulations including safety, fire, traffic and security regulations.
- .4 Keep within limits of work and avenues of ingress and egress.

1.7 SECURITY
CLEARANCES

- .1 Not Used.

1.9 BUILDING
SMOKING ENVIRONMENT

- .1 Comply with smoking restrictions. Smoking is not allowed on the site.

PART 2 - PRODUCTS2.1 NOT USED

- .1 Not Used.

PART 3 - EXECUTION3.1 NOT USED

- .1 Not Used.

PART 1 - GENERAL**1.1 SECTION
INCLUDES**

- .1 Product Installation Alternatives to contract work.
- .2 Incorporation of accepted Alternatives into contract.

**1.2 RELATED
SECTIONS**

- .1 Section 00 21 13 - Instructions to Bidders.

1.3 REFERENCES

- .1 Canadian Construction Documents Committee (CCDC)
 - .1 CCDC 23-2003, A Guide to Calling Bids and Awarding Contracts.

1.4 REQUIREMENTS

- .1 Referenced specification Sections stipulate pertinent requirements for products and methods to achieve the Work stipulated under each Alternative.
- .2 Coordinate affected related Work and modify surrounding Work to integrate the Work under each Alternative.

**1.5 AWARD/SELECTION
OF ALTERNATIVES**

- .1 Indicate variation of Price for Alternatives. Note that this form requests a 'difference' in Price by adding to or deducting from the base price.
- .2 Bids shall be evaluated on 'Base Bid' price. After determination of selected bidder, consideration will be given to Alternatives and Price adjustments.

PART 2 - PRODUCTS**2.1 NOT USED**

- .1 Not Used.

ALTERNATIVES

Section 01 23 10

Memorial Tower Rehabilitation 2025

Page 2

The City of Sault Ste. Marie

2025-04-01

PART 3 - EXECUTION

3.1 NOT USED

.1

Not Used.

PART 1 - GENERAL**1.1 RELATED
SECTIONS**

- .1 01 32 16 Construction Progress Schedule.

1.2 ADMINISTRATIVE

- .1 Schedule and administer project meetings throughout the progress of the work at a schedule agreed with the Owner's Representative.
- .2 Prepare agenda for meetings.
- .3 Distribute written notice of each meeting four days in advance of meeting date to Owner's Representative.
- .4 Provide physical space and make arrangements for meetings.
- .5 Preside at meetings.
- .6 Record the meeting minutes. Include significant proceedings and decisions. Identify actions by parties.
- .7 Reproduce and distribute copies of minutes within three days after meetings and transmit to meeting participants.
- .8 Representative of Contractor, Subcontractor and suppliers attending meetings will be qualified and authorized to act on behalf of party each represents.

**1.3 PRECONSTRUCTION
MEETING**

- .1 Within 5 days after award of Contract, request a meeting of parties in contract to discuss and resolve administrative procedures and responsibilities.
- .2 Senior representatives of Owner's Representative, Consultant, Contractor, major Subcontractors, field inspectors will be in attendance.
- .3 Establish time and location of meeting and notify parties concerned minimum 3 days before meeting.
- .4 Incorporate mutually agreed variations to Contract Documents into Agreement, prior to signing.

- .5 Agenda to include:
 - .1 Appointment of official representative of participants in the Work.
 - .2 Schedule of Work: in accordance with Section 01 32 16.07 - Construction Progress Schedules - Bar (GANTT) Chart.
 - .3 Schedule of submission of shop drawings, samples, colour chips. Submit submittals in accordance with Section 01 33 00 - Submittal Procedures.
 - .4 Requirements for temporary facilities, site sign, offices, storage sheds, utilities, fences in accordance with Section 01 52 00 - Construction Facilities.
 - .5 Site security in accordance with Section 01 56 00 - Temporary Barriers and Enclosures.
 - .6 Proposed changes, change orders, procedures, approvals required, mark-up percentages permitted, time extensions, overtime, administrative requirements.
 - .7 Maintenance manuals in accordance with Section 01 78 00 - Closeout Submittals.
 - .8 Take-over procedures, acceptance, warranties in accordance with Section 01 78 00 - Closeout Submittals.
 - .9 Monthly progress claims, administrative procedures, photographs, hold backs.
 - .10 Appointment of inspection and testing agencies or firms.
 - .11 Insurances, transcript of policies.

1.4 PROGRESS MEETINGS

- .1 During course of Work and 1 week prior to project completion, schedule progress meetings weekly.
- .2 Contractor, major Subcontractors involved in Work, Owner's Representative and Consultant are to be in attendance.
- .3 Notify parties minimum 3 days prior to meetings.
- .4 Record minutes of meetings and circulate to attending parties and affected parties not in attendance within 5 days after meeting.
- .5 Agenda to include the following:
 - .1 Review, approval of minutes of previous meeting.
 - .2 Review of Work progress since previous meeting.
 - .3 Field observations, problems, conflicts.
 - .4 Problems which impede construction schedule.
 - .5 Review of off-site fabrication delivery schedules.
 - .6 Corrective measures and procedures to regain projected schedule.
 - .7 Revision to construction schedule.
 - .8 Progress schedule, during succeeding work period.
 - .9 Review submittal schedules: expedite as required.
 - .10 Maintenance of quality standards.
 - .11 Review proposed changes for effect on construction schedule and on completion date.

PROJECT MEETINGS

Section 01 31 19

Memorial Tower Rehabilitation 2025

Page 3

The City of Sault Ste. Marie

2025-04-01

.12 Other business.

PART 2 - PRODUCTS

2.1 NOT USED .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not Used.

PART 1 - GENERAL

1.1 RELATED
SECTIONS

.1 01 33 00 Submittal Procedures.

1.2 DEFINITIONS

- .1 Activity: element of Work performed during course of Project. Activity normally has expected duration, and expected cost and expected resource requirements. Activities can be subdivided into tasks.
- .2 Bar Chart (GANTT Chart): graphic display of schedule-related information. In typical bar chart, activities or other Project elements are listed down left side of chart, dates are shown across top, and activity durations are shown as date-placed horizontal bars. Generally Bar Chart should be derived from commercially available computerized project management system.
- .3 Baseline: original approved plan (for project, work package, or activity), plus or minus approved scope changes.
- .4 Construction Work Week: Monday to Friday, inclusive, will provide five day work week and define schedule calendar working days as part of Bar (GANTT) Chart submission.
- .5 Duration: number of work periods (not including holidays or other nonworking periods) required to complete activity or other project element. Usually expressed as workdays or workweeks.
- .6 Master Plan: summary-level schedule that identifies major activities and key milestones.
- .7 Milestone: significant event in project, usually completion of major deliverable.
- .8 Project Schedule: planned dates for performing activities and the planned dates for meeting milestones. Dynamic, detailed record of tasks or activities that must be accomplished to satisfy Project objectives. Monitoring and control process involves using Project Schedule in executing and controlling activities and is used as basis for decision making throughout project life cycle.
- .9 Project Planning, Monitoring and Control System: overall system operated by Owner's Representative to enable monitoring of project work in relation to established milestones.

CONSTRUCTION PROGRESS
SCHEDULE - BAR (GANTT) CHART

Sect 01 32 16.07
Page 2
2025-04-01

Memorial Tower Rehabilitation 2025
The City of Sault Ste. Marie

1.3 REQUIREMENTS

- .1 Ensure Master Plan and Detail Schedules are practical and remain within specified Contract duration.
- .2 Plan to complete Work in accordance with prescribed milestones and time frame.
- .3 Limit activity durations to maximum of approximately 5 working days, to allow for progress reporting.
- .4 Ensure that it is understood that Award of Contract or time of beginning, rate of progress, Interim Certificate and Final Certificate as defined times of completion are of essence of this contract.

1.4 SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Submit to Owner's Representative Consultant within 5 working days of Award of Contract Bar (GANTT) Chart as Master Plan for planning, monitoring and reporting of project progress.

1.7 PROJECT SCHEDULE

- .1 Develop detailed Project Schedule.
- .2 Ensure detailed Project Schedule includes as minimum milestone and activity types as follows:
 - .1 Award.
 - .2 Shop Drawings, Samples.
 - .3 Permits.
 - .4 Mobilization.
 - .5 Removals
 - .6 Roofing.
 - .7 Heating, Ventilating, and Air Conditioning.

1.8 PROJECT SCHEDULE REPORTING

- .1 Update Project Schedule on weekly basis reflecting activity changes and completions, as well as activities in progress.
- .2 Include as part of Project Schedule, narrative report identifying Work status to date, comparing current progress to baseline, presenting current forecasts, defining problem areas, anticipated delays and impact with possible mitigation.

1.9 PROJECT MEETINGS

- .1 Discuss Project Schedule at regular site meetings, identify activities that are behind schedule and provide measures to regain slippage. Activities considered behind schedule are those with projected start or completion dates later than current approved dates shown on baseline schedule.
- .2 Weather related delays with their remedial measures will be discussed and negotiated.

PART 2 - PRODUCTS

2.1 NOT USED .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not used.

PART 1 - GENERAL**1.1 RELATED
REQUIREMENTS** .1

- 1.2 ADMINISTRATIVE** .1 Submit to Owner's Representative and Consultant submittals listed for review. Submit promptly and in orderly sequence to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for extension of Contract Time and no claim for extension by reason of such default will be allowed.
- .2 Do not proceed with Work affected by submittal until review is complete.
- .3 Present shop drawings, product data, samples and mock-ups in SI Metric units.
- .4 Where items or information is not produced in SI Metric units converted values are acceptable.
- .5 Review submittals prior to submission. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and co-ordinated with requirements of Work and Contract Documents. Submittals not stamped, signed, dated and identified as to specific project will be returned without being examined and considered rejected.
- .6 Notify Owner's Representative and Consultant, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.
- .7 Verify field measurements and affected adjacent Work are co-ordinated.
- .8 Contractor's responsibility for errors and omissions in submission is not relieved by Owner's Representative's and/or Consultant's review of submittals.
- .9 Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Owner's Representative and/or Consultant review.
- .10 Keep one reviewed copy of each submission on site.

**1.4 SHOP DRAWINGS
AND PRODUCT DATA**

- .1 Refer to CCDC 2 GC 3.11.
- .2 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work.
- .3 Submit drawings stamped and signed by professional engineer registered or licensed in Province Ontario, where required.
- .4 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been co-ordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.
- .5 Allow 10 days for Owner's Representative's and Consultant's review of each submission.
- .6 Adjustments made on shop drawings by Owner's Representative and Consultant are not intended to change Contract Price. If adjustments affect value of Work, state such in writing prior to proceeding with Work.
- .7 Make changes in shop drawings as Owner's Representative and Consultant may require, consistent with Contract Documents. When resubmitting, notify in writing of revisions other than those requested.
- .8 Accompany submissions with transmittal letter containing:
 - .1 Date.
 - .2 Project title and number.
 - .3 Contractor's name and address.
 - .4 Identification and quantity of each shop drawing, product data and sample.
 - .5 Other pertinent data.
- .9 Submissions include:
 - .1 Date and revision dates.
 - .2 Project title and number.
 - .3 Name and address of:
 - .1 Subcontractor.
 - .2 Supplier.
 - .3 Manufacturer.
 - .4 Contractor's stamp, signed by Contractor's authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
 - .5 Details of appropriate portions of Work as applicable:
 - .1 Fabrication.
 - .2 Layout, showing dimensions, including identified field dimensions, and clearances.

- .3 Capacities.
- .4 Performance characteristics.
- .5 Standards.
- .6 Relationship to adjacent work.

- .10 After review, distribute copies.

- .11 Submit 6 prints or electronic copy of shop drawings for each requirement requested in specification Sections and as Owner's Representative or Consultant may reasonably request.

- .12 Submit 6 prints or electronic copies of product data sheets or brochures for requirements requested in specification Sections and as requested by Owner's Representative or Consultant where shop drawings will not be prepared due to standardized manufacture of product.

- .13 Submit 6 copies or electronic copy of manufacturer's instructions for requirements requested in specification Sections.
 - .1 Pre-printed material describing installation of product, system or material, including special notices and Material Safety Data Sheets concerning impedances, hazards and safety precautions.

- .14 Submit 6 copies or electronic copies of Manufacturer's Field Reports for requirements requested in specification Sections and as requested by Owner's Representative or Consultant.

- .15 Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

- .16 Submit 6 copies or electronic copies of Operation and Maintenance Data for requirements requested in specification.

- .17 Delete information not applicable to project.

- .18 Supplement standard information to provide details applicable to project.

- .19 If upon review, no errors or omissions are one copy will be returned and fabrication and installation of Work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through same procedure indicated above, must be performed before fabrication and installation of Work may proceed.

1.5 SAMPLES

- .1 Submit for review samples in duplicate as requested in respective specification Sections. Label samples with origin and intended use.

- .2 Deliver samples prepaid to Owner's Representative's and Consultant's business address.

- .3 Notify Owner's Representative and Consultant in writing, at time of submission of deviations in samples from requirements of Contract

SUBMITTAL PROCEDURES

Section 01 33 00

Memorial Tower Rehabilitation 2025
The City of Sault Ste. Marie

Page 4
2025-04-01

Documents.

- .4 Where colour, pattern or texture is criterion, submit full range of samples.
- .5 Adjustments made on samples by Owner's Representative or Consultant are not intended to change Contract Price. If adjustments affect value of Work, state such in writing prior to proceeding with Work.
- .6 Make changes in samples which may be required, consistent with Contract Documents.
- .7 Reviewed and accepted samples will become standard of workmanship and material against which installed Work will be verified.

1.6 CERTIFICATES
AND TRANSCRIPTS

- .1 Immediately after award of Contract, submit Workers' Compensation Board status.
- .2 Submit transcription of insurance immediately after award of Contract.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not Used.

PART 1 - GENERAL**1.1 RELATED SECTIONS**

.1 01 33 00 – Submittal Procedures.

1.2 REFERENCES**1.3 SUBMITTALS**

.1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.

1.4 INSTALLATION AND REMOVAL

.1 Prepare site plan indicating proposed location and dimensions of area to be fenced and used by Contractor, number of trailers to be used, avenues of ingress/egress to fenced area and details of fence installation.

.2 Indicate use of supplemental or other staging area.

.3 Provide construction facilities in order to execute work expeditiously.

.4 Remove from site all such work after use.

1.5 HOISTING

.1 Provide, operate and maintain hoist equipment as required for moving of workers, materials and equipment. Make financial arrangements with Subcontractors for their use of hoists.

.2 Hoists to be operated by qualified operator.

1.6 SITE STORAGE/LOADING

.1 Confine work and operations of employees by Contract Documents. Do not unreasonably encumber premises with products.

.2 Do not load or permit to load any part of Work with weight or force that will endanger Work.

1.7 CONSTRUCTION PARKING

.1 Parking will be permitted on site in a location designated by owner.

.2 Provide and maintain adequate access to project site.

1.8 SECURITY

.1 Provide and pay for responsible security personnel to guard the site and contents after working hours and during holidays if construction activities

are such that a risk to security is created (i.e. scaffold tower). Otherwise, be responsible to secure the site at the completion of each work day and during weekends/holidays.

**1.9 EQUIPMENT,
TOOL AND MATERIALS
STORAGE**

- .1 Provide and maintain, in clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.
- .2 Locate materials not required to be stored in weatherproof sheds on site in manner to cause least interference with work activities.

**1.10 SANITARY
FACILITIES**

- .1 Provide sanitary facilities for work force in accordance with governing regulations and ordinances.
- .2 Post notices and take precautions as required by local health authorities. Keep area and premises in sanitary condition.

**1.11 PROTECTION AND
MAINTENANCE OF
TRAFFIC**

- .1 Provide access and temporary relocated roads as necessary to maintain traffic.
- .2 Maintain and protect traffic on affected roads during construction period.
- .3 Provide measures for protection and diversion of traffic, including provision of watch-persons and flag-persons, erection of barricades, placing of lights around and in front of equipment and work, and erection and maintenance of adequate warning, danger, and direction signs
- .4 Protect travelling public from damage to person and property.
- .5 Contractor's traffic on roads selected for hauling material to and from site to interfere as little as possible with public traffic.
- .6 Verify adequacy of existing roads and allowable load limit on these roads. Contractor: responsible for repair of damage to roads caused by construction operations.
- .7 Provide necessary lighting, signs, barricades, and distinctive markings for safe movement of traffic.
- .8 Dust control: adequate to ensure safe operation at all times.

1.16 CLEAN-UP

- .1 Remove construction debris, waste materials, packaging material from work site daily.
- .2 Clean dirt or mud tracked onto paved or surfaced roadways.
- .3 Store materials resulting from demolition activities that are salvageable.
- .4 Stack stored new or salvaged material not in construction facilities.

CONSTRUCTION FACILITIES

Section 01 52 00

Memorial Tower Rehabilitation 2025
The City of Sault Ste. Marie

Page 3

2025-04-01

PART 2 - PRODUCTS

2.1 NOT USED .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

PART 1 - GENERAL

1.1 RELATED
SECTIONS

.1 01 52 00 – Construction Facilities.

1.2 INSTALLATION
AND REMOVAL

.1 Provide temporary controls in order to execute Work expeditiously.

.2 Remove from site all such work after use.

1.3 HOARDING

.1 Erect and maintain pedestrian walkways including roof and side covers, complete with signs and electrical lighting as required by law as directed by the Owner's Representative.

.2 Erect temporary site enclosure using 2.4 m high metal mesh fence wired to steel posts spaced at 2.4 m on centres. Maintain fence in good repair.

.3 Provide barriers around trees and plants designated to remain. Protect from damage by equipment and construction procedures.

1.4 GUARD RAILS AND
BARRICADES

.1 Provide secure, rigid guard rails and barricades around open edges of roofs areas.

.2 Provide as required by governing authorities.

1.5 ACCESS TO SITE

.1 Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to Work.

1.6 PUBLIC TRAFFIC
FLOW

.1 Provide and maintain competent signal flag operators, traffic signals, barricades and flares, lights, or lanterns as required to perform Work and protect public.

1.7 FIRE ROUTES

.1 Maintain access to property including overhead clearances for use by emergency response vehicles.

1.8 PROTECTION FOR

.1 Protect surrounding private and public property from damage during performance of Work.

OFF-SITE AND PUBLIC
PROPERTY

.2 Be responsible for damage incurred.

1.9 PROTECTION OF
BUILDING FINISHES

.1 Provide protection for finished and partially finished building finishes and equipment during performance of Work.

.2 Provide necessary screens, covers, and hoardings.

.3 Be responsible for damage incurred due to lack of or improper protection.

1.10 WASTE
MANAGEMENT AND
DISPOSAL

.1 Separate waste materials for reuse, recycling, or disposal.

PART 2 - PRODUCTS

2.1 NOT USED

.1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

.1 Not Used.

PART 1 - GENERAL

1.1 RELATED SECTIONS

- .1 01 52 00 – Construction Facilities.

1.2 REFERENCES

- .1 Canadian Construction Documents Committee (CCDC)
.1 CCDC 2-2020, Stipulated Price Contract.

1.3 PROJECT CLEANLINESS

- .1 Maintain Work site in tidy condition, free from accumulation of waste products and debris, other than that caused by Owner or other Contractors.
- .2 Remove waste materials from site at daily regularly scheduled times and dispose of in accordance with local requirements. Do not burn waste materials on site.
- .3 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .4 Provide on-site containers for collection of waste materials and debris.
- .5 Provide and use marked separate bins for recycling.
- .6 Dispose of waste materials and debris off site.
- .7 Provide adequate ventilation during use of volatile or noxious substances. Use of building ventilation systems is not permitted for this purpose.
- .8 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
- .9 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate building systems.

1.4 FINAL CLEANING

- .1 When Work is Substantially Performed remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.
- .2 Remove waste products and debris other than that caused by others, and leave Work clean and suitable for occupancy.
- .3 Prior to final review remove surplus products, tools, construction machinery and equipment.

CLEANING

Section 01 74 11

Memorial Tower Rehabilitation
The City of Sault Ste. Marie

Page 2

2025-04-01

- .4 Remove waste materials from site at regularly scheduled times.
- .5 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .6 Clean and polish glass, and exterior finishes that may be affected by this work, including mechanical and electrical fixtures. Replace broken, scratched or disfigured glass.
- .7 Remove stains, spots, marks and dirt (caused by this work) from walls, sidewalks, windows, doors and other exterior elements of the building.
- .8 Clean lighting reflectors, lenses, and other lighting surfaces.
- .9 Broom clean and wash exterior walks, steps and surfaces; rake clean other surfaces of grounds.
- .10 Remove dirt and other disfiguration from exterior surfaces.
- .11 Clean and sweep roofs, gutters, areaways, and sunken wells.
- .12 Sweep and wash clean paved areas.
- .13 Clean equipment and fixtures to sanitary condition; clean or replace filters of mechanical equipment.
- .14 Clean roofs, downspouts, and drainage systems.

**1.5 WASTE
MANAGEMENT AND
DISPOSAL**

- .1 Separate waste materials for recycling in accordance with local regulations.

PART 2 - PRODUCTS**2.1 NOT USED**

- .1 Not Used.

CLEANING

Memorial Tower Rehabilitation
The City of Sault Ste. Marie

Section 01 74 11
Page 3
2025-04-01

PART 3 - EXECUTION

3.1 NOT USED .1 Not Used.

PART 1 - GENERAL

1.1 WASTE
MANAGEMENT GOALS

- .1 Prior to start of Work conduct meeting with Owner's Representative and Consultant to review and discuss Waste Management Plan and Goals.
- .2 Accomplish maximum control of solid construction waste.
- .3 Preserve environment and prevent pollution and environment damage.

1.2 RELATED
SECTIONS

- .1 01 33 00 - Submittals.

1.3 WASTE AUDIT
(WA)

- .1 Conduct WA prior to project start-up.
- .2 Record extent to which materials or products used consist of recycled or reused materials or products.

1.4 STORAGE,
HANDLING AND
PROTECTION

- .1 Store, materials to be reused, recycled and salvaged in locations as directed by Owner's Representative.
- .2 Unless specified otherwise, materials for removal become Contractor's property.

1.5 DISPOSAL OF
WASTES

- .1 Do not bury rubbish or waste materials.
- .2 Do not dispose of waste, volatile materials, mineral spirits, oil or liquid materials into waterways, storm, or sanitary sewers.
- .3 Keep records of construction waste including:
 - .1 Number and size of bins.
 - .2 Waste type of each bin.
 - .3 Total tonnage generated.
 - .4 Tonnage reused or recycled.
 - .5 Reused or recycled waste destination.
- .4 Remove materials from deconstruction as deconstruction/disassembly Work progresses.
- .5 Prepare project summary to verify destination and quantities on a material-by-material basis as identified in pre-demolition material audit.

1.6 USE OF SITE AND FACILITIES .1 Execute work with least possible interference or disturbance to normal use of premises.

1.7 SCHEDULING .1 Co-ordinate Work with other activities at site to ensure timely and orderly progress of Work.

PART 2 - PRODUCTS

2.1 NOT USED .1 Not Used.

PART 3 - EXECUTION

3.1 CLEANING .1 Remove tools and waste materials on completion of Work, and leave work area in clean and orderly condition.
.2 Clean-up work area as work progresses.
.3 Source separate materials to be reused/recycled into specified sort areas.

PART 1 - GENERAL

| | | |
|---|----|---|
| <u>1.1 RELATED REQUIREMENTS</u> | .1 | 01 33 00 – Submittals. |
| | .2 | 01 74 00 – Cleaning. |
| | | |
| <u>1.2 REFERENCES</u> | .1 | Canadian Construction Documents Committee (CCDC) |
| | .1 | CCDC 2-2020, Stipulated Price Contract. |
| | | |
| <u>1.3 ADMINISTRATIVE REQUIREMENTS</u> | .1 | Acceptance of Work Procedures: |
| | .1 | Contractor's Inspection: Contractor and product supplier: conduct inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents. |
| | .1 | Notify Owner's Representative and Consultant in writing of satisfactory completion of Contractor's inspection and submit verification that corrections have been made. |
| | .2 | Owner's Representative and Consultant's Inspection: |
| | .1 | Owner's Representative, Consultant and Contractor to inspect Work and identify defects and deficiencies. |
| | .2 | Contractor to correct Work as directed. |
| | .3 | Completion Tasks: submit written certificates that tasks have been performed as follows: |
| | .1 | Work: completed and inspected for compliance with Contract Documents. |
| | .2 | Defects: corrected and deficiencies completed. |
| | .3 | Equipment and systems: tested, adjusted and fully operational. |
| | .4 | Final Inspection: |
| | .1 | When completion tasks are done, request final inspection of Work by Owner's Representative and Consultant, and Contractor. |
| | .5 | Declaration of Substantial Performance: when Owner's Representative and Consultant consider deficiencies and defects corrected and requirements of Contract substantially performed, make application for Certificate of Substantial Performance. |
| | .6 | Commencement of Lien and Warranty Periods: date of Owner's acceptance of submitted declaration of Substantial Performance to be date for commencement for warranty period and commencement of lien period unless required otherwise by lien statute of Place of Work. |

CLOSEOUT PROCEDURES

Section 01 77 00

Memorial Tower Rehabilitation
The City of Sault Ste. Marie

Page 2
2025-04-01

- .7 Final Payment:
 - .1 When Owner's Representative and Consultant consider final deficiencies and defects corrected and requirements of Contract met, make application for final payment.
 - .8 Payment of Holdback: after issuance of Certificate of Substantial Performance of Work, submit application for payment of holdback amount in accordance with contractual agreement.

1.4 FINAL CLEANING

- .1 Clean in accordance with Section 01 74 11 - Cleaning.
 - .1 Remove surplus materials, excess materials, rubbish, tools and equipment.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not Used.

PART 1 - GENERAL

- 1.1 RELATED REQUIREMENTS .1 01 33 00 - Submittals.
- 1.2 WARRANTIES AND BONDS .1 Submit, warranty information made available during construction phase, to Owner's Representative and Consultant for approval prior to application for substantial performance.
- .2 Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial Performance is determined.
- .3 Include information contained in warranty as follows:
- .1 Roles and responsibilities of personnel associated with warranty process, including points of contact and telephone numbers within the organizations of Contractors, subcontractors, manufacturer's or suppliers involved.
 - .2 Contractor's plans for attendance at two year post-construction warranty inspection.
- .4 Respond in timely manner to oral or written notification of required construction warranty repair work.

PART 2 - PRODUCTS

- 2.1 NOT USED .1 Not Used.

PART 3 - EXECUTION

- 3.1 NOT USED .1 Not Used.

PART 1 - GENERAL**1.1 RELATED SECTIONS**

- .1 01 74 21 – Construction/Demolition Waste Management and Disposal.

1.2 REFERENCES

- .1 American Society for Testing and Materials International (ASTM)
- .1 ASTM A 123/A 123M-[02], Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - .2 ASTM A 653/A 653M-[06], Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- .2 Canadian Standards Association (CSA International)
- .1 CSA B111-1974 (R2003), Wire Nails, Spikes and Staples.
 - .2 CAN/CSA-G164, Hot Dip Galvanizing of Irregularly Shaped Articles.
 - .3 CSA O121-M1978(R2003), Douglas Fir Plywood.
 - .4 CSA O141, Softwood Lumber.
 - .5 CSA O151, Canadian Softwood Plywood.
 - .6 CSA O153, Poplar Plywood.
 - .7 CAN/CSA-O325.0, Construction Sheathing.
- .4 Forest Stewardship Council (FSC)
- .1 FSC-STD-01-001-(2004), FSC Principle and Criteria for Forest Stewardship.
 - .2 FSC-STD-20-002-2004, Structure and Content of Forest Stewardship Standards V2-1.
 - .3 FSC Accredited Certified Bodies.
- .5 Health Canada/Workplace Hazardous Materials Information System (WHMIS)
- .1 Material Safety Data Sheets (MSDS).
- .6 National Lumber Grades Authority (NLGA)
- .1 Standard Grading Rules for Canadian Lumber.

1.3 QUALITY ASSURANCE

- .1 Lumber identification: by grade stamp of an agency certified by Canadian Lumber Standards Accreditation Board.
- .2 Plywood identification: by grade mark in accordance with applicable CSA standards.
- .3 Plywood, OSB and wood based composite panel construction sheathing identification: by grademark in accordance with applicable CSA standards.

1.4 DELIVERY,
STORAGE, AND
HANDLING

- .1 Waste Management and Disposal:
 - .1 Separate waste materials for recycling in accordance with Construction/Demolition Waste Management and Disposal requirements of local municipality.

PART 2 - PRODUCTS2.1 LUMBER MATERIAL

- .1 Lumber: unless specified otherwise, softwood, S4S, moisture content 19% or less in accordance with following standards:
 - .1 CAN/CSA-O141.
 - .2 NLGA Standard Grading Rules for Canadian Lumber.
- .2 Furring, blocking, nailing strips, grounds, rough bucks, cants, roof curbs, fascia backing and sleepers:
 - .1 S2S is acceptable for standard exposure.
 - .2 Board sizes: "Standard" or better grade.
 - .3 Dimension sizes: "Standard" light framing or better grade.
 - .4 Post and timbers sizes: "Standard" or better grade.

2.3 PANEL MATERIALS

- .1 Canadian softwood plywood (CSP): to CSA O151, standard construction.
- .2 Poplar Plywood: to CSA O153, standard construction.
- .3 Plywood, OSB and wood based composite panels: to CAN/CSA-O325.

2.4 ACCESSORIES

- .1 Nails, spikes and staples: to CSA B111.
- .2 Bolts: sizes as indicated, complete with nuts and washers.
- .3 Proprietary fasteners: toggle bolts, expansion shields and lag bolts, screws and lead or inorganic plugs, recommended for purpose by manufacturer.

2.5 FINISHES

- .1 Galvanizing: to CAN/CSA-G164, use galvanized fasteners for all work areas including pressure- preservative treated lumber.

2.6 WOOD
PRESERVATIVE

- .1 Surface-applied wood preservative: clear or coloured, or copper naphthenate or 5% pentachlorophenol solution, water repellent preservative. All wood materials to be preservative treated.
- .2 Pentachlorophenol use is restricted to building components that are in ground contact and subject to decay or insect attack only. Where used, pentachlorophenol-treated wood must be covered with two coats of an appropriate sealer.

- .3 Structures built with wood treated with pentachlorophenol and inorganic arsenicals must not be used for storing food nor should the wood come in contact with drinking water.

PART 3 - EXECUTION

3.1 PREPARATION

- .1 Treat surfaces of material with wood preservative, before installation.
- .2 Apply preservative by dipping, or by brush to completely saturate and maintain wet film on surface for minimum 3 minute soak on lumber and one minute soak on plywood.
- .3 Re-treat surfaces exposed by cutting, trimming or boring with liberal brush application of preservative before installation.
- .4 Treat material as follows:
- .1 Wood cants, fascia backing, curbs, nailers, sleepers on roof deck.
 - .2 Wood furring for outside surface of exterior masonry and concrete walls.

3.2 INSTALLATION

- .1 Comply with requirements of NBC, supplemented by the following paragraphs.
- .2 Install rough bucks, nailers and linings to rough openings as required to provide backing for frames and other work.
- .3 Install wood cants, fascia backing, nailers, curbs and other wood supports as required and secure using galvanized steel fasteners.
- .4 Install wood backing, dressed, tapered and recessed slightly below top surface of roof insulation for roof hopper.
- .5 Install sleepers as indicated.

3.3 ERECTION

- .1 Frame, anchor, fasten, tie and brace members to provide necessary strength and rigidity.
- .2 Countersink bolts where necessary to provide clearance for other work.

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

1.2 INSPECTION

- .1 Allow Consultant access to Work. If part of Work is in preparation at locations other than Place of Work, allow access to such Work whenever it is in progress.
- .2 Give timely notice requesting inspection if Work is designated for special tests, inspections or approvals by Consultant's instructions, or law of Place of Work.
- .3 If Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have inspections or tests satisfactorily completed and make good such Work.
- .4 Consultant will order part of Work to be examined if Work is suspected to be not in accordance with Contract Documents. If, upon examination such work is found not in accordance with Contract Documents, correct such Work and pay cost of examination and correction. If such Work is found in accordance with Contract Documents, the Owner shall pay cost of examination and replacement.
- .5 All testing and inspection costs will be paid through the allowance.

1.3 INDEPENDENT INSPECTION AGENCIES

- .1 Independent Inspection/Testing Agencies will be engaged in accordance with 012983 for purpose of inspecting and/or testing portions of Work.
- .2 Provide equipment required for executing inspection and testing by appointed agencies.
- .3 Employment of inspection/testing agencies does not relax responsibility to perform Work in accordance with Contract Documents.
- .4 If defects are revealed during inspection and/or testing, the appointed agency will request additional inspection and/or testing to ascertain full degree of defect. Correct defect and irregularities as advised by Consultant at no cost to Owner Pay costs for retesting and re-inspection.
- .5 Inspectors shall be qualified to perform type of inspection required and shall meet basic requirements of ASTM E329 "Standard of Specification for Agencies engaged in the testing and or inspection of

materials used in construction.”

.6 Concrete testing shall be performed by testing agency conforming to the requirements of CSA A283 “Qualification Code for Concrete Testing Laboratories.”

1.4 STANDARDS

.1 Where initials of an organization are used, followed by number or combination of numerals and letters, this designates a standard produced by the organization. Conform to issue of standard so designated, as amended and revised to date of contract. When designation does not indicate particular edition of standard edition current at date of Contract shall apply.

.1 Contractor shall provide a copy of all standards indicated or required for the project in the Construction trailer and will provide copies to the Consultant upon request.

.2 Wherever a standard confers upon a person, a body politic or a body corporate the right to approve, to select, to exercise authority or to interpret the standard, and refers to that person, body politic or body corporate as the Authority having jurisdiction, the Authority, the Engineer, the Department, the Purchaser, the Contracting Officer or by some other such designation, the Architect shall have the right to exercise the powers of any such person, body politic, or body corporate.

.3 Where standards and manufacturer’s instructions reduce the requirements of the Contract Documents, the Contract Documents shall govern.

.4 Where standards and manufacturer’s instructions are in excess of the requirements of the Contract Documents, the Standards and manufacturers instruction shall govern.

1.5 ACCESS TO WORK

.1 Allow inspection/testing agencies access to Work, off site manufacturing and fabrication plants.

.2 Co-operate to provide reasonable facilities for such access.

1.6 PROCEDURES

.1 Notify appropriate agency and Consultant in advance of requirement for tests, in order that attendance arrangements can be made.

.2 Submit samples and/or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in orderly sequence to not cause delays in Work.

.3 Provide labour and facilities to obtain and handle samples and materials on site. Provide sufficient space to store and cure test samples.

.4 Unless more restrictive/demanding requirements are specified in other sections, the following construction tolerances will be accepted:

- .1 "plumb and level" 3mm in 3m (1/8" in 10')
 - .2 "square" 10 seconds more or less than 90 degrees
 - .3 "straight" 3mm (1/8") under a 3m (10') straight edge
 - .4 Tolerances shall not be cumulative
- .5 Concrete – Inspect and test concrete as required by authorities. Certify that architectural concrete meets requirements of Contract Documents. Make and test trial mixes as necessary. Identify source of cement and aggregates, give aggregate grading and admixtures. Perform work of source quality control in accordance with procedures specified in CAN/CSA-A23. 1, 2, and 3 latest edition. Verify that ready-mix supplier is qualified to supply concrete in accordance with Contract Documents and has capacity to supply concrete as required.
- .6 Cast in Place Concrete – An independent inspection and testing company will carry out inspection and testing as required under Requirements of Contract Documents Division 3, and by any authorities. Tests without limitation include:
- Concrete formwork and reinforcing, conduct field review to verify ties, reinforcement, shoring etc complies with design and authorities having jurisdiction
 - Concrete Reinforcement, conduct mill tests – physical and chemical analysis of reinforcing steel supplied
 - Obtaining certification of cement
 - Tests of aggregate
 - Tests for setting mixes of concrete and design of mix.
 - Concrete cylinder test shall conform to CAN/CSA-A23. 1
 - Air entrainment test and slump test made from same batch of concrete from which test cylinders are made
 - Perform tests in accordance with CAN/CSA-A23.2
 - Forward inspection and testing company's reports of all tests to Consultant and Contractor with opinion or reason for any abnormalities noted therein.
 - Cooperate with and assist inspection and testing company's personnel during inspection and tests.
 - Remove defective materials and completed work which fails tests and replace as directed by Consultant
 - Where work or materials fail to meet strength requirements as indicated by test results, pay costs of additional inspection and testing required for new replacement work or materials
 - Submit concrete cylinder test reports for compressive strength of concrete on form provided.
- .7 Structural Steel – Conform to Requirements of Contract Documents. An independent inspection and testing company may be hired to carry out inspection and testing. Provide samples of materials, mill test reports and access to work being prepared in shop if required by inspection and testing company. Mill test reports shall be certified by metallurgists qualified to practice in Province of Ontario. Verify that fabrication conforms to CSA S16.1 and CISC Code of Standard Practice, except as specified otherwise, or otherwise indicated on Structural Drawings. Verify welding conforms to CSA W59-M standard is performed by fabricator and welders qualified for type of welding

required. Inspect surface preparation of surfaces to CISC/CPMA 2.75 and steel is cleaned to SSPC SP6 requirements prior to paint application.

1.7 REJECTED

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

1.8 REPORTS

- .1 Submit 2 copies of inspection and test reports to Consultant.
- .2 Provide copies to the general contractor, subcontractor and manufacturer of work being inspected or tested.

1.9 TESTS AND MIX DESIGNS

- .1 Furnish test results and mix designs as requested.

PART 1 - GENERAL

- 1.1 RELATED REQUIREMENTS .1 Section 03 20 00 - Concrete Reinforcing.
.2 Section 03 30 00 - Cast-in-Place Concrete: Supply of concrete accessories for placement by this section.
- 1.2 SECTION INCLUDES .1 Formwork for cast-in-place concrete, with shoring, bracing, anchorage and falsework.
.2 Openings in forms for other work.
.3 Form accessories.
.4 Form stripping.
.5 Water stops.
.6 Reshoring of concrete slabs and beam
.7 Shoring of composite steel beams
- 1.3 REFERENCES .1 ACI 301-10 - Specifications for Structural Concrete for Buildings.
.2 ASME A17.1/CSA-B44-2013 - Handbook on Safety Code for Elevators and Escalators.
.3 CSA-S269.1-1975 (R2003) - Falsework for Construction Purposes.
.4 CAN/CSA-S269.3-M92 (R2013) - Concrete Formwork.
.5 CSA-A23.1-19/A23.2-19 - Concrete Materials and Methods of Concrete Construction/Test Methods and Standard Practices for Concrete.
.6 CAN3 O86.1-14, Engineering Design in Wood (Limit States Design).
.7 CAN3 O86.1S1-14, Supplement No. 1 to CAN3 O86.1 Engineering Design in Wood (Limit States Design).
.8 CSA-O121-08 (R2013) - Douglas Fir Plywood.
.9 CSA-O151-09 (R2014) - Canadian Softwood Plywood.
.10 CSA-O153-13 - Poplar Plywood.
.11 CSA-O437 Series-93 (R2011) - Standards on OSB and Waferboard.
- 1.4 DESIGN REQUIREMENTS .1 Design, engineer and construct formwork, shoring and bracing to conform to requirements; resultant concrete to conform to required shape, line and dimension.
.2 Conform to CSA-S269.1.

-
- 1.5 SHOP DRAWINGS .1 Submit shop details and erection drawings in accordance with Section 013300 Submittals.
- 1.6 TOLERANCES .1 Conform to CSA A23.1 clause 10, unless more stringent tolerances are specified for interfacing materials, in which case the more stringent tolerances apply.
- 1.7 ARCHITECTURAL CONCRETE .1 Architectural concrete is concrete which will be permanently exposed to view in interior finished areas and on the exterior of the structure. This applies to walls, ceilings and other formed surfaces. Refer to architectural drawings.
- .2 Ensure that exposed surfaces are dense, even, uniform in colour, texture and distribution of exposed aggregate. Ensure that exposed surfaces are free from defects such as honeycombing, voids, loss of fines, visible flow lines, cold joints, excessive bug holes, inadequate cover to reinforcement and incorrect tie holes, spacers, reglets, formwork joints or construction joints. Ensure that concrete members have sharp accurate definitions of corners, reglets, etc. and are free from chips and spalls. Failure to meet any of these requirements shall be cause for rejection at the discretion of the Consultant.
- .3 Final appearance of architectural concrete is as important a factor as the engineering properties of the concrete and failure of the as-cast concrete to meet the required standard of appearance shall be cause for rejection at the discretion of the Consultant.
- .4 Protect exposed surfaces during the construction period from damage, marking, staining and becoming coated with concrete leakage. Unless rejected, repair damage and remove marks and stains to the approval of the Consultant.
- 1.8 SAMPLES FOR ARCHITECTURAL CONCRETE .1 Submit one sample for each type of the following items to be used for architectural concrete:
- Formwork
 - Form tie and tie hole plug
 - Material for sealing joints in formwork and between formwork and concrete.
- .2 Construct mockup field sample wall panels and columns for each type of architectural concrete surface. Include construction joints to be used. Use the same materials and workmanship as will be employed for the actual Work. Include a repaired area for each sample. If a sample does not meet the standard of quality specified for the Work; construct additional samples until the required standard is achieved and accepted. The accepted samples shall be the minimum standard of quality for Work. Do not proceed until the Consultant accepts the samples.

PART 2 - PRODUCTS

2.1 MATERIALS

- .1 Falsework materials: to CSA S269.1.
- .2 Formwork materials: To CAN/CSA S269.3 and as follows:
 - .1 For concrete without special architectural features, use plywood and wood formwork materials to CSA O121 and CAN/CSA O141.
 - .2 For architectural concrete use high density overlay plywood to CSA O121. Not required if concrete is to be sandblasted.
 - .3 Circular forms for architectural concrete and no spiral pattern:
 - Redline Poli-Permaform with poli-liner by Perma Tubes Ltd.
 - Burke Smooth Tube with PVC liner by Aluma International
 - .4 Circular forms when not architectural concrete: spirally wound laminated fibre forms internally treated with release material.
 - .5 Square fibre forms:
 - Sonotube Square Fibre Forms by Sonoco Ltd. With square fibreboard insert locked with polystyrene inside round Form ties.
- .3 Form ties for concrete not designated architectural:
 - Use removable or snap ties, fixed or adjustable length, free of devices leaving holes larger than 25 mm diameter in concrete surface.
- .4 Form ties for architectural concrete:
 - Use galvanized ties complete with temporary plastic cones and permanent light grey concrete plugs recessed 6 mm.
- .5 Form ties general:
 - .1 Form ties to be metal designed to act as ties and spreaders and having a minimum working strength of 13 kN (3000 pounds).
 - .2 Snap ties to snap cleanly at least 25 mm from concrete surface without damage to the concrete.
 - .3 Cone ties to be internal disconnecting type which snap cleanly at least 38 mm from concrete surface without damage to the concrete.
- .6 Form liner:
 - .1 High density overlay plywood to CSA O121 or other special materials to achieve the required concrete finish.

- .7 Form release agent: chemically active release agents containing compounds that react with free lime present in concrete resulting in water insoluble soaps.
- .8 Grooves, reglets and chamfers: White pine selected for straightness and accurately dressed to size.
- .9 Form stripping agent: colourless mineral oil, free of kerosene.

PART 3 - EXECUTION

3.1 CONSTRUCTION REVIEW

- .1 Review of construction by Consultant is to ascertain general conformity with contract documents. It does not relieve the Contractor of his contractual responsibilities. The review is based on representative samples of the work and does not relieve the Contractor from carrying out his own quality control and making the work in conformity with the drawings and specifications.
- .2 Construction reviews are undertaken by the Consultant and the Inspection and Testing Agency so that the Owner may be informed in writing as to the quality of the Contractor's performance and for the protection of the Owner. They will be carried out by examination of representative samples of the Work.
- .3 The Contractor will receive copies of the construction review reports and the results of material tests. He will thereby be informed of any defects or deficiencies found.
- .4 Bring to the attention of the Consultant, any defects or deficiencies in the Work, which may occur during construction together with a proposal for remedy. The Consultant will decide what corrective action may be taken and will issue the necessary instructions.

3.2 ERECTION AND FABRICATION

- .1 Conform to CSA A23.1
- .2 Fabricate and erect falsework in accordance with CSA S269.1. Do not place falsework and reshores on frozen ground.
- .3 Fabricate and erect formwork in accordance with CAN/CSA-S269.3 to produce finished concrete conforming to shape, dimensions, locations and levels indicated within required tolerances.
- .4 Make formwork tight and flush faced to prevent the leakage of concrete and the creation of unspecified fins or panel outlines.
- .5 Form sides of footings unless otherwise noted on the Structural Drawings.
- .6 See drawings for any camber required in hardened concrete. Measure cambers relative to member supports.
- .7 Obtain Consultant's approval for formed openings not indicated on

Structural Drawings.

- .8 Build in anchors, sleeves and other inserts required to accommodate Work specified in other sections. Assure that all anchors and inserts will not protrude beyond surfaces designated to receive applied finishes, including painting.
- .9 Clean forms before placing concrete.
- .10 Provide water stops and keys around temporary openings in basement.
- .11 Do not permit loads from formwork to be transmitted to adjacent existing structure.
- .12 Apply a form coating and release agent uniformly to the contact surface of formwork panels before reuse.
- .13 Verify lines, levels and column centers before proceeding with formwork and ensure dimensions agree with drawings
- .14 Obtain Consultant's approval for use of earth forms.
- .15 Hand trim sides and bottoms and remove loose earth from earth forms before placing concrete.
- .16 Construct forms to produce finished concrete conforming to shape, dimensions, locations and levels indicated within tolerances required by CAN/CSA A23.1.
- .17 Use 25 mm chamfer strips on external corners of beams, joints and columns.
- .18 Form chases, slots, openings, drips, recesses, expansion and control joints as indicated.
- .19 Construction joints:
 - .1 Provide construction joints where specified or shown on the drawings. Locate and make other joints so as not to impair the required strength of the structure. Joints are subject to the review of the Consultant.
 - .2 Locate construction joints near middle of spans of slabs, beams and girders unless a beam intersects a girder at this point. In that case offset the girder joint twice the beam width and provide additional shear reinforcement to the acceptance of the Consultant.
 - .3 Slabs on steel deck on composite steel beams: Locate construction joints parallel to purlins at middle of span of slabs and so that joints cross over girders near their supports. Locate construction joints parallel to girders at 1200 mm from centre line of girders and so that these girders are not included in the earlier pour.

- .4 Walls and grade beams: Provide vertical construction joints in walls at 30 m maximum. For grade beams, construction joints are to be at quarter point of beam span. Grade beam construction joint to have roughened surface of 5 mm amplitude either made mechanically after the pour or cast-in with the pour. Submit method of roughening to the joint surface to the consultant.
- .5 Slabs: Provide construction joints in slabs at 30 m maximum in both directions.
- .20 PVC Waterstops:
 - .1 Install waterstops in all expansion, construction and control joints in exterior walls, basement walls, retaining walls, slabs supporting earth, and other locations shown. Locate construction joints with waterstops at least 300 mm away from corners and wall intersections.
 - .2 Heat splice all sections of waterstops for continuity over the full length of runs. Use prefabricated splice sections where two runs intersect.
 - .3 Securely wire waterstops to reinforcing bars at 1 m maximum centres to keep them in alignment when concrete is placed.
- .21 Bentonite Waterstops:
 - .1 Install bentonite waterstops in all construction joints in exterior walls, basement walls, retaining walls, slabs supporting earth, and other locations shown. Use PVC waterstops at expansion joints.
 - .2 Locate bentonite waterstops 75 mm from outside face of concrete to avoid spalling of concrete due to swelling pressure of bentonite.
 - .3 Butt strips together. Do not overlap.
 - .4 Fasten to concrete at 600 mm maximum.
- .22 Re use of formwork and falsework subject to requirements of CAN/CSA A23.1.
- .23 Use internal form ties.

END OF SECTION

PART 1 - GENERAL

- 1.1 RELATED REQUIREMENTS .1 Cast-in-Place Concrete Section 033000
- 1.2 REFERENCES .1 American Concrete Institute (ACI)
- .1 ACI 315R-80, Manual of Engineering and Placing Drawings for Reinforced Concrete Structure.
 - .2 American National Standards Institute/American Concrete Institute (ANSI/ACI).
 - .3 ANSI/ACI 315-80, Details and Detailing of Concrete Reinforcement.
- .2 Canadian Standards Association (CSA)
- .2 CAN/CSA-A23.1-19, Concrete Materials and Methods of Concrete Construction.
 - .3 CAN3-A23.3-19, Design of Concrete Structures for Buildings.
 - .4 CAN/CSA-G30.18 (R2007), Billet-Steel Bars for Concrete Reinforcement.
 - .5 CAN/CSA-G40.21-13, Structural Quality Steels.
 - .6 CSA W186-M1990 (R2007), Welding of Reinforcing Bars in Reinforced Concrete Construction.
 - .7 Reinforcing Steel Institute of Canada, Manual of Standard Practices.
- 1.3 SHOP DRAWINGS .1 Submit shop drawings including placing of reinforcement in accordance with Section 013300.
- .2 Indicate on shop drawings, bar bending details, lists, quantities of reinforcement, sizes, spacings, locations of reinforcement and mechanical splices if approved by Consultant, with identifying code marks to permit correct placement without reference to structural drawings. Prepare reinforcement drawings in accordance with Reinforcing Steel Manual of Standard Practice – by Reinforcing Steel Institute of Canada.
- .3 Detail lap lengths and bar development lengths to CAN3-A23.3, unless otherwise indicated.

PART 2 - PRODUCTS

- 2.1 MATERIALS .1 Substitute different size bars only if permitted in writing by Consultant.
- .2 Reinforcing steel: billet steel, grade 400, deformed bars to CAN/CSA-G30.18, unless indicated otherwise.

.3 Mechanical splices: subject to approval of Engineer.

2.2 FABRICATION

.1 Fabricate reinforcing steel in accordance with CAN/CSA-A23.1, ANSI/ACI 315 and Reinforcing Steel Manual of Standard Practice by the Reinforcing Steel Institute of Canada.

.2 Obtain Consultant's approval for locations of reinforcement splices other than those shown on placing drawings.

.3 Ship bundles of bar reinforcement, clearly identified in accordance with bar bending details and lists.

PART 3 - EXECUTION

3.1 FIELD BENDING

.1 Do not field bend or field weld reinforcement except where indicated or authorized by Consultant.

.2 When field bending is authorized, bend without heat, applying a slow and steady pressure.

.3 Replace bars that develop cracks or splits.

3.2 PLACING REINFORCEMENT

.1 Place reinforcing steel as indicated on reviewed placing drawings and in accordance with CAN/CSA-A23.1

.2 Prior to placing concrete, obtain Inspection and Testing Company's approval of reinforcing material and placement.

.3 Ensure cover to reinforcement is maintained during concrete pour.

END OF SECTION

July 17, 2015

Mr. Nicholas Apostle
Commissioner, Community Services
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

Sent via email: n.apostle@cityssm.on.ca

Dear Sir

Project No: 15-PE0069
Regarding: Pre-Construction Designated Substance and Hazardous Materials Survey -
Memorial Tower (Essar Centre), Sault Ste. Marie, Ontario

Pario Engineering and Environmental Sciences. (Pario) was commissioned by the Corporation of the City of Sault Ste. Marie Community Services Department (Client) to complete a pre-construction designated substance and hazardous materials survey (DS&HMS) in support of the future renovation of the Memorial Tower located at the Essar Centre, 269 Queen Street East, Sault Ste. Marie, Ontario (the 'Site').. Refer to **Figure 1** for Site Location.

Refer to **Appendix A** for Pario's Methodology.

Site Description

The Site consists of a six storey poured concrete tower. The exact date of construction is unknown however it was estimated that the tower was constructed in the late 1940s to early 1950s. Spalling plaster on the walls and ceiling of the lower portion of the tower resulted in limited access to only the lower portion of the tower.

At this time it our understanding that only the cupula is scheduled for renovation. On July 14, 2015, Pario completed a survey of the entire structure. The following description of the structure relates only to those portions of the site and structures that were available for direct observation at the time of inspection.

| Building Component | Description |
|--------------------|---|
| Exterior Cladding | Painted poured concrete |
| Foundation | Poured concrete |
| HVAC | None |
| Roof | Glass |
| Flooring | Terrazzo |
| Interior walls | Terrazzo, plaster and unfinished concrete |
| Ceilings | Glass and plaster |

Scope of Work

In order to satisfy the objectives for the management, transportation and disposal of designated substances associated with the demolition of structures located at the Site, the scope of work included:

- 1) A survey of building infrastructure (accessible areas) to identify and quantify potential ACM. The survey was intrusive in nature; however, it was limited to accessible areas including wall and ceiling cavities.
- 2) Collection of samples of suspected ACM and submission to an accredited laboratory for analysis.
- 3) A limited intrusive inspection of coating materials to identify suspect lead paint materials. Suspected lead-based paint samples were collected and relinquished to an accredited laboratory for analyses.
- 4) A survey of accessible areas of buildings and properties to identify and quantify devices that have the potential to contain ODSs.
- 5) A report summarizing the DS&HMS, identifying substances and/or materials to be managed to protect occupants and contractor personnel conducting demolitions.

Asbestos Containing Materials

On June 15, 2015, Pario completed the survey and identified numerous building materials suspected of containing asbestos fibres. In total, five sets of potentially ACM samples were collected and forwarded to EMC Scientific (EMC) for analysis. The following tables summarize the non-friable and friable building materials that were classified as ACM or non-ACM, with greater or less than 0.5% chrysotile asbestos;

| Potential Non-Friable ACM | Material Present | Sample Set ID | Where | Positive ACM? | Description / Comments |
|-----------------------------------|------------------|---------------|----------|---------------|------------------------|
| Asbestos Cement Products | No | - | - | - | - |
| Sheet Vinyl Flooring | No | - | - | - | - |
| Sheet Vinyl Flooring Mastic | No | - | - | - | - |
| Vinyl Floor Tiles | No | - | - | - | - |
| Vinyl Floor Tiles Mastic | No | - | - | - | - |
| Drywall Joint Compound | No | - | - | - | - |
| Caulking | Yes | S-001 | Windows | No | - |
| | | S-004 | Exterior | Yes | Grey and black |
| Roofing Shingle or membrane | Yes | S-002 | Roof | No | - |
| Roofing Bitumen | No | - | - | - | - |
| Asphalt Impregnated Papers/Boards | No | - | - | - | - |

| Potential Friable ACM | Present | Sample Set ID | Where | Positive ACM? | Description / Comments |
|---------------------------|---------|---------------|------------|---------------|--------------------------|
| Plaster | Yes | S-003 | Throughout | No | -All three layers tested |
| Duct Insulation | No | - | - | - | - |
| Duct Insulation Board | No | - | - | - | - |
| Textured Finish Materials | No | - | - | - | - |
| Acoustic Ceiling Tile | No | - | - | - | - |
| Vermiculite Insulation | No | - | - | - | - |
| Pipe Insulation Straights | No | - | - | - | - |
| Pipe Insulation Joints | No | - | - | - | - |

Refer to **Figure 2** for Building Plan Showing Location of Potential ACMs and Lead Paint. Refer to **Appendix B** for EMC Scientific Certificate of Analysis.

Lead Containing Materials

Older painted surfaces with a glossy finish, typically indicative of lead-based paint were observed throughout the Site. A total of three paint sample were collected from surfaces of the structures that appeared old and glossy, and analysed to determine the concentration of lead. AGAT Analytical reports for all samples are provided in **Appendix B**.

The US EPA definition of lead-based paints is “in order for it to be considered lead-based paint, the paint must have greater than or equal to 0.5% (which is the same as 5,000 µg/g or 5,000 mg/kg or 5,000 ppm) lead¹”. The Ontario Ministry of Labour (MOL) does not have a lower limit for lead paint concentrations for which precautions must be considered and does not recognize the U.S. Environmental Protection Agency (EPA) limits (greater than 0.5%) for lead for this purpose. All paints containing lead at a concentration greater than the RDL (Reliable Detection Limit) will be considered in this report. Based on IATL’s analytical report for the submitted samples the beige interior paint from the first floor kitchen area is considered lead containing; therefore the historic use of lead paint at the Site has been confirmed. Refer to **Figure 2** for Building Plan Showing Location of Potential ACMs and Lead Paint. Refer to the Table below for a summary of lead paint samples and results.

| Sample ID | Room Name/Location | Colour | Test Result (%) |
|-----------|---|-------------|-----------------|
| LP-001 | Exterior of cupula and wood door/door frame | White | 0.021 |
| LP-002 | Interior plaster finish (lower tower) | White/Green | 0.011 |
| LP-003 | Exterior tower finish | Grey | 0.001 |

The first cast iron pipes, used about 550 years ago were made with flanged joints, using lead or leather gaskets. The bell and spigot joint, which was assembled by caulking yarn or braided hemp into the base of the annular bell cavity and then pouring molten lead into the remaining space inside the bell, was developed in 1785 and extensively used until the late 1950s. The roll-on joint was developed in 1937 and was used for roughly 20 years before its

¹ US EPA Document “Testing your home for Lead, paint, dust and soil”, EPA 747-K-00-001, July 2000

manufacture was discontinued. Since sampling the material was not possible, the cast iron pipe joints and fittings should be managed as potentially containing lead.

Lead is also considered to be present throughout the Site in the following locations:

- Wiring connectors, grounding conductors and solder throughout the building.
- Lead wool or lead caulking is present in bell and spigot fittings on cast iron pipes throughout the building.

Other Designated Substances and Potentially Hazardous Containing Building Materials

On July 14, 2015, Pario also completed an inspection and survey in order to identify building materials that contained or suspected of containing other designated substances and potentially other building materials or substances that may pose a hazard. The following tables summarize the results of Pario's inspection and survey;

| Material | Potential Sources | Present | Where | Description / Comments |
|---|--|-----------------|-------------|------------------------|
| Polychlorinated Biphenyls (PCBs) | Transformers | None identified | - | - |
| | Fluorescent Light Ballasts | None identified | - | - |
| Mercury | Thermostats | None identified | - | - |
| | Fluorescent Lamps | None identified | - | - |
| | Switches | None identified | - | - |
| Arsenic | Found in pigments, animal poisons, insecticides, paints, wallpaper, ceramics and poisonous gases manufactured for military purposes | None identified | - | - |
| Acrylonitrile | Production of chemicals and plastics | None identified | - | - |
| Isocyanates | Production of polyurethanes, and widely used for the manufacturing of flexible/rigid foams, fibres, elastomers, and coatings such as paints and varnishes | None identified | - | - |
| Vinyl Chloride | Production of polyvinyl chloride (PVC) or gas emissions in wastewater | None identified | - | - |
| Ethylene Oxide | Manufacturing of textiles, detergents, polyurethane foams, antifreeze, solvents, medicinal products, adhesives, and is used as a fumigant in agricultural products, and sterilizing agents | None identified | - | - |
| Coke Oven Emissions | Manufacturing of iron and steel | None identified | ye- | - |
| Benzene | Production of other chemicals used in the manufacturing of plastics, resins, nylon, synthetic fibres, rubbers, dyes, detergents, drugs and pesticides. Petroleum products | None identified | - | - |
| Silica | Masonry, mortar, concrete, bricks, stones, granites and aggregates | Yes | Throughout- | Concrete construction |
| Ozone depleting substances (ODS) | Refrigerators, freezers, air conditioners, dehumidifiers, coolers | None identified | - | - |
| Urea Formaldehyde Foam Insulation (UFFI) | Installed in commercial and industrial facilities as sound insulation or an air sealant | None identified | - | - |

| Material | Potential Sources | Present | Where | Description / Comments |
|-----------------------|---|-----------------|-------|------------------------|
| Radioactive Materials | Naturally Occurring Radioactive Materials (NORMs), smoke detectors, medical devices | None identified | - | - |
| Fecal Waste | Human or pest derive feces | None identified | - | - |
| Biological Waste | Drug use injection needles | None identified | - | - |

Unidentified Substances, or Other Chemicals, Substances or Hazardous Materials of Concern

Due to the condition and use of the Site it is likely that additional chemicals are present but not readily visible or accessible.

Recommendations for the Removal, Management and Disposal of Designated Substances

| Material | Identified Sources | Recommendation |
|------------|--|---|
| Asbestos | <ul style="list-style-type: none"> Asbestos exterior caulking materials | <p>Non-friable ACMs have been identified at the Site. Management of ACMs must be completed in accordance with O. Reg. 278/05 and O. Reg. 347, as amended. Additional guidance is available in the following documents provided by the Ministry of the Environment:</p> <ul style="list-style-type: none"> Guideline C-6 for the Handling, Transportation and Disposal of Asbestos Waste in Bulk Guideline C-10 for Removal Procedures at Site Containing Substantial Quantities of Asbestos Waste |
| Lead Paint | <ul style="list-style-type: none"> None; however, potentially present | <p>Removal of building materials confirmed or assumed to contain lead (i.e. solder, wiring connections, copper pipes, cast iron piping, paint, etc.) should be completed in accordance with the Ministry of Labour document "Guideline – Lead on Construction Projects" (September 2004).</p> <p>Waste materials which exceed the Leachate Quality Criteria for lead of 5 ppm, as established using the Toxicity Characteristic Leaching Procedure (TCLP) per O. Reg. 347 (as amended) are considered lead hazardous wastes and must be transported and disposed of at a licensed facility.</p> <p>Materials containing solid lead, such as lead/oakum gaskets within cast iron sanitary sewer pipes, wheel weights and fishing sinkers must be separated and disposed of at a lead or metal foundry, or a metals recycler. Lead is listed in the "Transportation of Dangerous Goods Act"; therefore, specific protocols are required for the transportation of materials containing lead</p> |
| Silica | Masonry, mortar, concrete, bricks, stones, granites and aggregates | <p>Samples of building materials were not relinquished for silica analysis. Bricks, mortars, plaster, stone and sandstone foundations, and concrete products are likely to contain silica, since silicon dioxide is the basic component of sand, sandstone, slate, flint, quartz and granite rock. The Waste Diversion Act, O. Reg. 102/94, specifies that materials containing silica or that have the potential of containing silica should not be disposed at a landfill. Exposure to fine dust containing airborne silica becomes a health issue when inhaled. Engineering control, such as wetting materials during demolition/construction activities should be used in order to limit the accumulation of dust. O. Reg. 490/09 and the Ministry of Labour document "Guideline – Silica on Construction Projects" (September 2004), should be referred to when demolishing materials that may contain silica</p> |

Conclusions

The following conclusions are presented:

Pario understands that the six storey memorial tower located at the Site is scheduled to be renovated. On July 14, 2015, Pario completed a survey of the structure, and based on Pario's DS&HMS, the following designated substances and potentially hazardous materials were identified within the Site:

- Grey and black exterior caulking materials, contain 1% Chrysotile asbestos.
- Masonry, mortar, plaster finishes and concrete materials used for foundations, slabs on grade, and walkways have the potential of containing silica.

Pario would be pleased to provide engineering support and/or inspection services during the removal of designated substances and hazardous materials, if requested or required. Should you have questions, concerns or wish to discuss, please contact the undersigned at your convenience.

Sincerely,

Pario Engineering and Environmental Sciences



Report Prepared By:

Tyler Moody, A.Sc.T.
Project Manager
tyler.moody@pariosciences.ca



Report Reviewed By:

Colin Liddiard, CET, EP
Senior Environmental Consultant
colin.liddiard@pariosciences.ca

Enclosures

LIST OF FIGURES

Figure 1: Showing Site Location

Figure 2. Building Plan Showing Location of Potential ACMs and Lead Paint

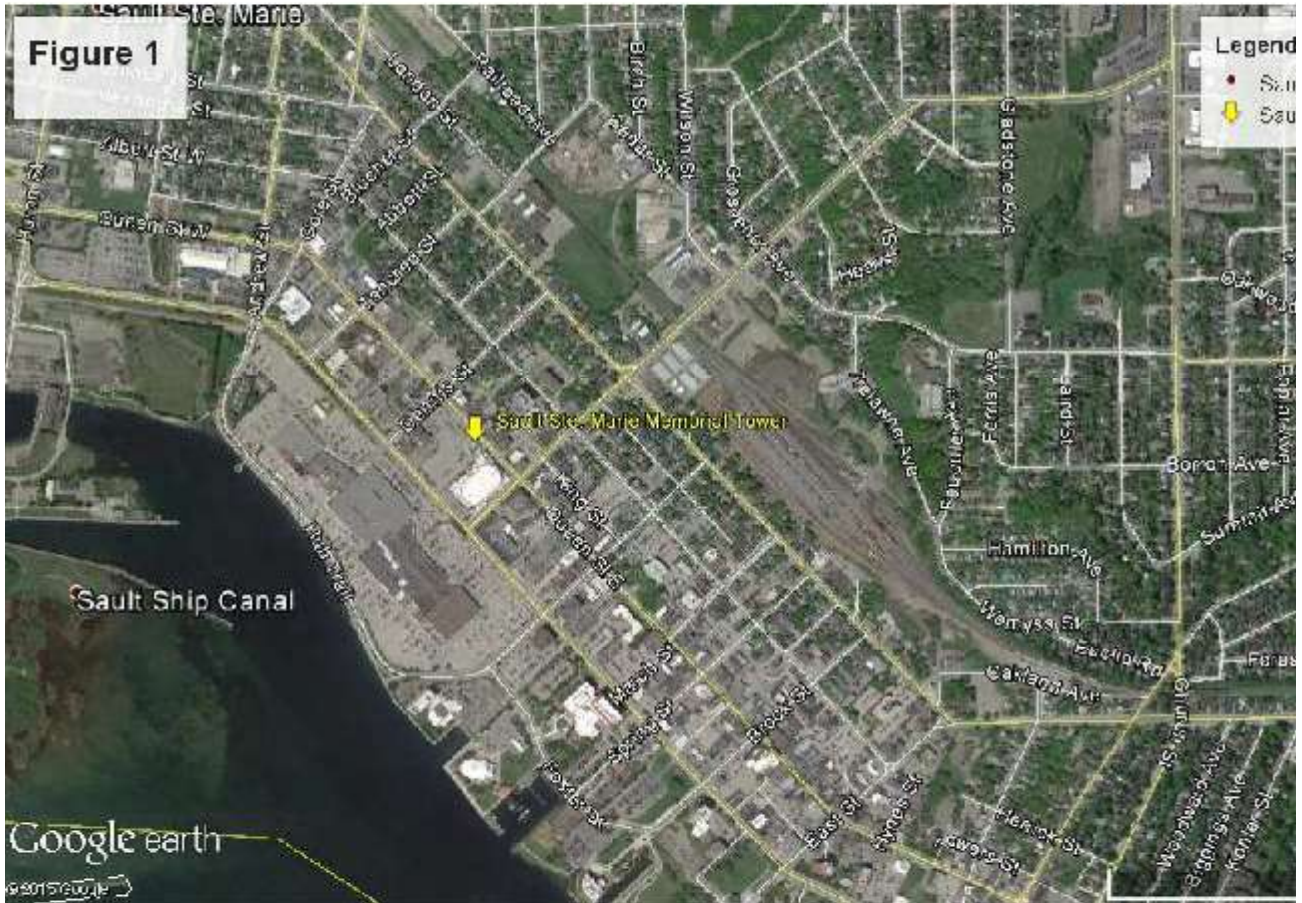
LIST OF APPENDICES

Appendix A. Pario's Methodology
Appendix B. EMC Scientific and AGAT Certificate of Analysis

Figures

Figure 1: Showing Site Location

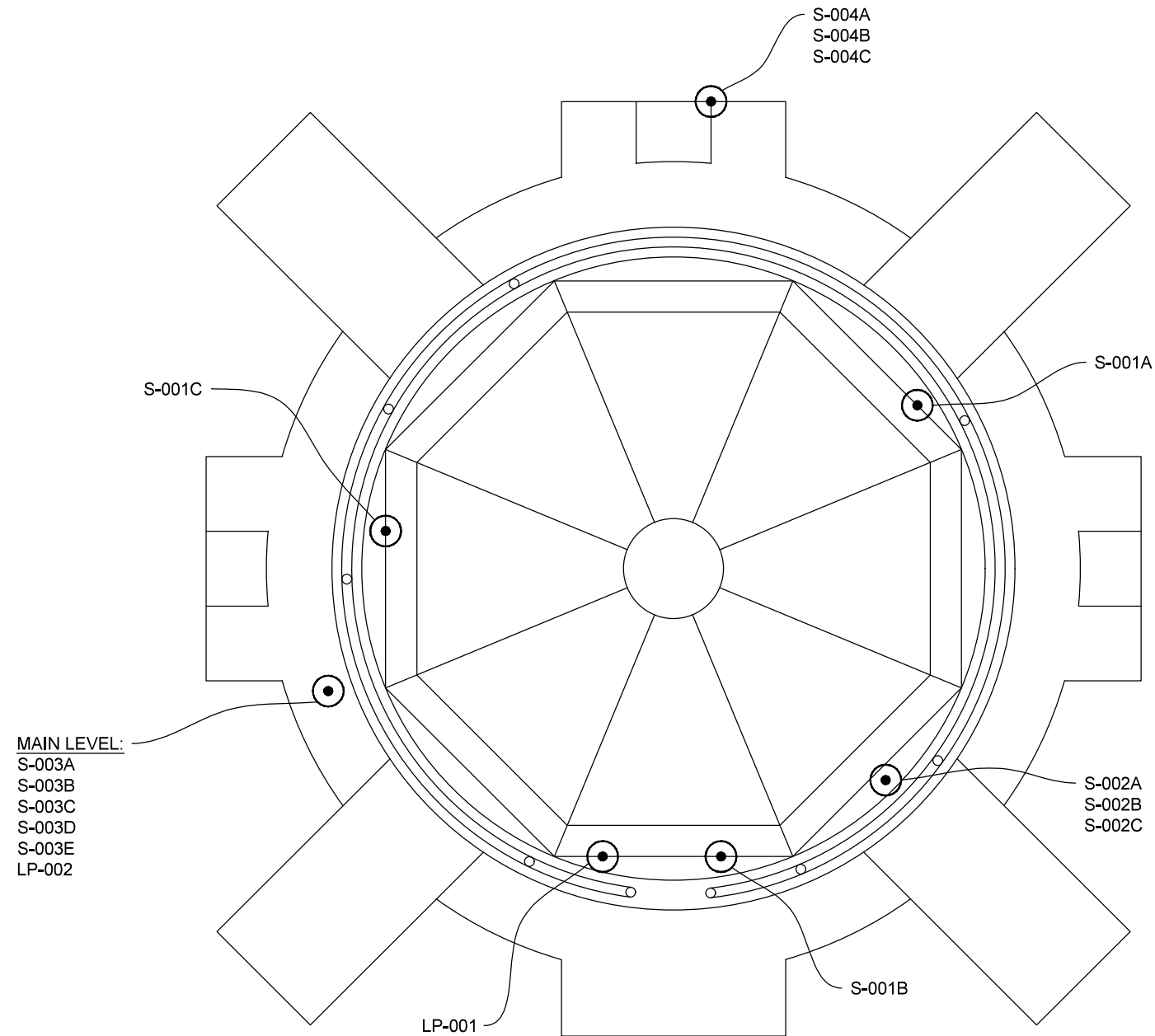
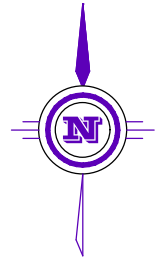
Figure 2: Building Plan Showing Location of Potential ACMs
and Lead Paint



Scale: NTS
 Source: Google Maps

Figure 1
Site Location

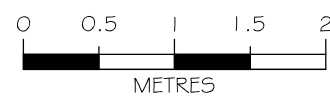




LEGEND:
 - SAMPLE LOCATION

MAIN LEVEL:
 S-003A
 S-003B
 S-003C
 S-003D
 S-003E
 LP-002

SCALE:



NOTE:

**ALL SAMPLE LOCATIONS NOTED
 REPRESENT THE GENERAL AREA
 SAMPLED**



Head office:

553 Basaltic Road, Unit B, Concord, Ontario • L4K 4W8 • PARIOSCIENCES.CA
 Telephone: 905.857.7979 • Toll free: 1.888.762.4667 • Facsimile: 905.857.9196

| | | |
|-----------------------|--|-----------------------------------|
| DRAWING TITLE: | SITE PLAN SHOWING SAMPLING DETAILS | |
| INSURED: | CORP OF CITY OF SAULT STE. MARIE | |
| LOCATION: | MEMORIAL TOWER (ESSAR CENTRE) SAULT STE. MARIE, ONTARIO | |
| DATE OF LOSS: | TBA | |
| DATE: | JULY 15, 2015 | |
| DRAWN BY: | RPL | SCALE: AS SHOWN |
| FILE No.: | 15-PE0069 | DRAWING No.: FIG. 2 |

DRAWINGS REMAIN THE PROPERTY OF PARIO ENGINEERING & ENVIRONMENTAL SCIENCES

Appendix A

Pario's Methodology

METHODOLOGY

Pario's objective of providing DS&HMS services is to provide an expert evaluation to identify and summarize substances that require removal and/or management prior to demolishing or renovation of structures. The DS&HMS generally include the collection of building material samples suspected of containing asbestos fibres and paint samples to determine the presence or absence of lead. Furthermore, structures are investigated for the potential presence of designated substances as defined by Ontario Regulation 490/09 (O. Reg. 490/09) including:

- Acrylonitrile
- Ethylene Oxide
- Arsenic
- Lead
- Benzene
- Silica
- Asbestos
- Mercury
- Isocyanates
- Coke Oven Emissions
- Vinyl Chloride

The following potentially hazardous materials are also investigated:

- Fecal Waste
- Polychlorinated Biphenyls (PCBs)
- Mould
- Ozone Depleting Substances (ODS)
- Urea Formaldehyde Foam Insulation (UFFI)
- Naturally Occurring Radioactive Materials (NORMs)

The DS&HMS is completed to address the following applicable regulatory requirements and guidelines for the management of designated substances and hazardous materials;

- ▶ Ontario Occupational Health & Safety Act – R.S.O. 1990, as amended, including
 - Designated Substances – Ontario Regulation 490/09, as amended
 - Designated Substances – Asbestos on Construction Projects and in Buildings and Repair Operations – Ontario Regulation 278/05
- ▶ Ontario Environmental Protection Act – R.S.O. 1990, as amended, including
 - General – Waste Management R.R.O. 1990, Ontario Regulation 347, as amended
 - Ozone Depleting Substances and Other Halocarbons – Ontario Regulation 463/10, as amended
 - Waste Management – PCBs, Regulation 362, as amended
- ▶ Technical Standards and Safety Authority (TSSA)
 - Fuel Oil – Ontario Regulation 213/01
 - Liquid Fuels – Ontario Regulation 217/01
- ▶ Ministry of Labour Guidelines “*Lead on Construction Projects*”, dated September 2004
- ▶ Ministry of Labour Guidelines “*Silica on Construction Projects*”, dated September 2004
- ▶ Environment Canada Document “*PCB Identification of Lamp Ballasts Containing PCBs*” dated August 1991
- ▶ Canadian Construction Association (CCA), Standard Construction Document 82-2004, “*Mould Guidelines for the Canadian Construction Industry*”, 2004
- ▶ Environmental Abatement Council of Ontario “*Mould Abatement Guidelines*”, 2nd Edition, 2010

The review of on Site structures is generally intrusive in nature to document the general composition of building materials. Because of the scheduled demolition or renovation of the structures, sampled areas are not restored and

an assessment of the condition and accessibility of the materials as required by an asbestos management plan, is not completed.

An intrusive investigation means that holes are generally advanced into the exterior walls for localized inspections to identify hidden building materials. ACM surveys generally include the assumption, accepted as industry standard practice that various building materials are known to contain asbestos fibres, and are not sampled if they cannot be accessed and sampled safely.

Bulk samples are collected from building materials suspected to contain asbestos fibres. Sufficient sample are collected for laboratory analytical requirements, which may include multi-layered building materials (plaster on plaster), for which each layer is then analysed separately. The laboratory is instructed to discontinue analysis (stop-positive) on subsequent samples in the same series when asbestos was identified in one of the samples from the same set.

Sampling and analysis of suspect ACMs is completed in accordance with Ontario Regulation 278/05, U.S. Environmental Protection Agency Test Method EPA/600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials, June 1993.

Surfaces considered suspect of being coated with old paint are inspected and then random samples of old/glossy paints are collected for lead analysis. Analysis are completed in accordance with ASTM D3335 - 85a (2009) "Standard Test Method for Low Concentrations of Lead, Cadmium, and Cobalt in Paint by Atomic Absorption Spectroscopy"

Pario reviews the Site structures to visually identify and quantify designated substances including mercury and PCBs. Devices that may contain ODSs, or being potentially radioactive, are generally quantified and building materials suspect of containing UFFI, silica or that appeared to support mould or bacteria growth are documented and reported. The following Designated Substances typically are not found in building materials and if present are in a composition that is not considered hazardous:

- Benzene
- Coke oven emissions
- Ethylene oxide
- Isocyanates
- Vinyl chloride

In addition, devices that may contain ozone depleting substances (ODSs), or being potentially radioactive, are quantified and building materials suspect of containing UFFI, silica or that appeared to support mould or bacteria growth are documented and reported.

Appendix B

EMC Scientific and AGAT Certificate of Analysis

Laboratory Analysis Report

To:

Tyler Moody
 Pario Engineering & Environmental
 Sciences
 1004 Queen Street East
 Sault Ste. Marie, Ontario
 P6A 2C6

EMC LAB REPORT NUMBER: A19981

Job/Project Name: Memorial Tower DSS

Analysis Method: Polarized Light Microscopy – EPA 600

Date Received: Jul 15/15

Date Analyzed: Jul 15/15

Analyst: Chloe Hsu, *Analyst*

Reviewed By: Banu Gurgun-Keough, *Laboratory Manager*

Job No: 15-PE0069

Number of Samples: 14

Date Reported: Jul 15/15



| Client's Sample ID | Lab Sample No. | Description/Location | Sample Appearance | SAMPLE COMPONENTS (%) | | |
|--------------------|----------------|----------------------|---|-----------------------|---------------------|----------------------|
| | | | | Asbestos Fibres | Non-asbestos Fibres | Non-fibrous Material |
| S-001A | A19981-1 | Window caulking | Dark brown, caulking | ND | 3 | 97 |
| S-001B | A19981-2 | Window caulking | Dark brown, caulking | ND | 3 | 97 |
| S-001C | A19981-3 | Window caulking | Dark brown, caulking | ND | 3 | 97 |
| S-002A | A19981-4 | Roofing | Black, tar material with fibres | ND | 40 | 60 |
| S-002B | A19981-5 | Roofing | Black, tar material with fibres | ND | 40 | 60 |
| S-002C | A19981-6 | Roofing | Black, tar material with fibres | ND | 40 | 60 |
| S-003A | A19981-7 | Plaster | 2 Phases: a) Grey, plaster b) White, plaster | ND ND | <0.5 | 100 100 |
| S-003B | A19981-8 | Plaster | 2 Phases: a) Grey, plaster b) White, plaster | ND ND | <0.5 | 100 100 |
| S-003C | A19981-9 | Plaster | 3 Phases: a) Grey, plaster b) White, plaster c) White, cementitious material | ND ND ND | 0.5 | 99.5 100 100 |

EMC LAB REPORT NUMBER: A19981
 Client's Job/Project Name/No.: 15-PE0069
 Analyst: Chloe Hsu, *Analyst*

| Client's Sample ID | Lab Sample No. | Description/Location | Sample Appearance | SAMPLE COMPONENTS (%) | | |
|--------------------|----------------|----------------------|---|-----------------------|---------------------|----------------------|
| | | | | Asbestos Fibres | Non-asbestos Fibres | Non-fibrous Material |
| S-003D | A19981-10 | Plaster | 3 Phases: a) Grey, plaster b) White, plaster c) White, cementitious material | ND ND ND | <0.5 | 100 100 100 |
| S-003E | A19981-11 | Plaster | 3 Phases: a) Grey, plaster b) White, plaster c) White, cementitious material | ND ND ND | <0.5 | 100 100 100 |
| S-004A | A19981-12 | Caulking exterior | Grey and black, caulking | Chrysotile | 1 | 99 |
| S-004B | A19981-13 | Caulking exterior | NA | | | |
| S-004C | A19981-14 | Caulking exterior | NA | | | |

Note:

1. Bulk samples are analyzed using Polarized Light Microscopy (PLM) and dispersion staining techniques. The analytical procedures are in accordance with EPA 600/R-93/116 method.
2. The results are only related to the samples analyzed. **ND** = None Detected (no asbestos fibres were observed), **NA** = Not Analyzed (analysis stopped due to a previous positive result).
3. This report may not be reproduced, except in full without the written approval of EMC Scientific Inc. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.
4. The Ontario Regulatory Threshold for asbestos is 0.5%. The limit of quantification (LOQ) is 0.5%.

**CLIENT NAME: PARIO ENGINEERING
1004 QUEEN ST. EAST
SAULT STE MARIE, ON P6A2C6
(705) 257-9600**

ATTENTION TO: TYLER MOODY

PROJECT: 15-pe-0069

AGAT WORK ORDER: 15T995877

OCCUPATIONAL HYGIENE REVIEWED BY: Mike Muneswar, BSc (Chem), Senior Inorganic Analyst

DATE REPORTED: Jul 16, 2015

PAGES (INCLUDING COVER): 5

VERSION*: 1

Should you require any information regarding this analysis please contact your client services representative at (905) 712-5100

***NOTES**

All samples will be disposed of within 30 days following analysis. Please contact the lab if you require additional sample storage time.



Certificate of Analysis

AGAT WORK ORDER: 15T995877

PROJECT: 15-pe-0069

5835 COOPERS AVENUE
MISSISSAUGA, ONTARIO
CANADA L4Z 1Y2
TEL (905)712-5100
FAX (905)712-5122
<http://www.agatlabs.com>

CLIENT NAME: PARIO ENGINEERING

ATTENTION TO: TYLER MOODY

SAMPLING SITE:

SAMPLED BY: Tyler Moody

Lead in Paint by ICP/OES - µg/g

DATE RECEIVED: 2015-07-15

DATE REPORTED: 2015-07-16

| | | SAMPLE DESCRIPTION: | | LP-001 | LP-002 | LP-003 |
|-----------|------|---------------------|-----|-----------|-----------|-----------|
| | | SAMPLE TYPE: | | Paint | Paint | Paint |
| | | DATE SAMPLED: | | 7/14/2015 | 7/14/2015 | 7/14/2015 |
| Parameter | Unit | G / S | RDL | 6741682 | 6741683 | 6741684 |
| Lead | µg/g | 10 | 210 | 110 | 10 | |

Comments: RDL - Reported Detection Limit; G / S - Guideline / Standard

Certified By:

Quality Assurance

CLIENT NAME: PARIO ENGINEERING
PROJECT: 15-pe-0069
SAMPLING SITE:

AGAT WORK ORDER: 15T995877
ATTENTION TO: TYLER MOODY
SAMPLED BY: Tyler Moody

Occupational Hygiene Analysis

| RPT Date: Jul 16, 2015 | | | DUPLICATE | | | Method Blank | REFERENCE MATERIAL | | | METHOD BLANK SPIKE | | | MATRIX SPIKE | | |
|---------------------------------|---------|--------------|-----------|--------|------|-----------------|--------------------|----------------------|-------|--------------------|----------------------|-------|--------------|----------------------|-------|
| PARAMETER | Batch | Sample Id | Dup #1 | Dup #2 | RPD | | Measured Value | Acceptable Limits | | Recovery | Acceptable Limits | | Recovery | Acceptable Limits | |
| | | | | | | | | Lower | Upper | | Lower | Upper | | Lower | Upper |
| Lead in Paint by ICP/OES - µg/g | | | | | | | | | | | | | | | |
| Lead | 6741683 | 6741683 | 110 | 110 | 0.0% | < 10 | 85% | 80% | 120% | 105% | 80% | 120% | 106% | 70% | 130% |

Certified By: _____





Method Summary

CLIENT NAME: PARIO ENGINEERING

PROJECT: 15-pe-0069

SAMPLING SITE:

AGAT WORK ORDER: 15T995877

ATTENTION TO: TYLER MOODY

SAMPLED BY: Tyler Moody

| PARAMETER | AGAT S.O.P | LITERATURE REFERENCE | ANALYTICAL TECHNIQUE |
|--------------------------------------|-------------|--------------------------|----------------------|
| Occupational Hygiene Analysis | | | |
| Lead | MET-93-6106 | EPA SW 846 3050B & 6010C | ICP/OES |



AGAT Laboratories

5835 Coopers Avenue
Mississauga, Ontario L4Z 1Y2
Ph: 905.712.5100 Fax: 905.712.5122
www.agatlabs.com web@earth.agatlabs.com

Chain of Custody Record If this is a Drinking Water sample, please use Drinking Water Chain of Custody Form (potable water intended for human consumption)

Report Information:

Company: **PARIO ENGINEERING**
Contact: **TYLER MOODY**
Address: **1004 QUEEN STREET EAST**
Phone: **705-257-9600** Fax: _____
Reports to be sent to: **tyler.moody@pariosciences.ca**
1. Email: _____
2. Email: _____

Project Information:

Project: **15-pe-0069**
Site Location: **Memorial Tower**
Sampled By: **Tyler Moody**
AGAT Quote #: _____
Please note: If quotation number is not provided, client will be billed full price for analysis.

Invoice Information:

Company: _____
Contact: _____
Address: _____
Email: _____
Bill to Same: Yes No

Regulatory Requirements: No Regulatory Requirement

(Please check all applicable boxes)
 Regulation 153/04
 Sewer Use
 Sanitary
 Storm
 CCME
 Prov. Water Quality Objectives (PMQO)
 Regulation 558
 Other
Indicate One

Is this submission for a Record of Site Condition? Yes No

Report Guideline on Certificate of Analysis Yes No

Sample Matrix Legend

- B Biota
- GW Ground Water
- O Oil
- P Paint
- S Soil
- SD Sediment
- SW Surface Water

| Sample Identification | Date Sampled | Time Sampled | # of Containers | Sample Matrix | Comments/Special Instructions | Metals and Inorganics | Metal Scan | Hydride Forming Metals | Client Custom Metals | ORPs: <input type="checkbox"/> B-HWS <input type="checkbox"/> Cl <input type="checkbox"/> CN <input type="checkbox"/> C ₆ H ₆ <input type="checkbox"/> EC <input type="checkbox"/> FOC <input type="checkbox"/> NO ₂ /NO ₃ <input type="checkbox"/> Total N <input type="checkbox"/> Hg <input type="checkbox"/> pH <input type="checkbox"/> SAR | Nutrients: <input type="checkbox"/> TP <input type="checkbox"/> NH ₃ <input type="checkbox"/> TKN <input type="checkbox"/> NO ₂ <input type="checkbox"/> NO ₃ <input type="checkbox"/> NO ₂ /NO ₃ | Volatiles: <input type="checkbox"/> VOC <input type="checkbox"/> BTEX <input type="checkbox"/> THM | CCME Fractions 1 to 4 | ABNs | PAHs | Chlorophenols | PCBs | Organochlorine Pesticides | TCLP Metals/Inorganics | Sewer Use | |
|-----------------------|--------------|--------------|-----------------|---------------|-------------------------------|-----------------------|------------|------------------------|----------------------|--|--|--|-----------------------|------|------|---------------|------|---------------------------|------------------------|-----------|--|
| IP-001 | 11/15 | 1 | 1 | SD | PROT BR | | | | | | | | | | | | | | | | |
| IP-002 | 11/15 | 1 | 1 | SD | 5% PERFLUORIDE | | | | | | | | | | | | | | | | |
| IP-003 | 11/15 | 1 | 1 | SD | | | | | | | | | | | | | | | | | |

Samples Requisitioned By (Print Name and Sign): _____ Date: _____ Time: _____

Samples Received by (Print Name and Sign): _____ Date: _____ Time: _____

Samples Requisitioned By (Print Name and Sign): _____ Date: _____ Time: _____

Samples Received by (Print Name and Sign): _____ Date: _____ Time: _____

Page _____ of _____

Laboratory Use Only

Work Order #: **15T995877**

Cooler Quantity: _____

Arrival Temperature: _____

Custody Seal Intact: Yes No N/A

Notes: _____

Turnaround Time (TAT) Required:

Regular TAT: 3 to 5 Business Days 5 to 7 Business Days

Rush TAT (rush Surcharges Apply): 3 Business Days 2 Business Days 1 Business Day

OR Date Required (Rush Surcharges May Apply): _____

Please provide prior notification for rush TAT
*TAT is exclusive of weekends and statutory holidays

2025CDE-CS-AR-03-T - Memorial Tower Rehabilitation

Opening Date: April 4, 2025 12:00 PM

Closing Date: May 1, 2025 3:00 PM

Vendor Details

Company Name: Lignum Builders Limited
407 Centre Street, Unit 4
Address: Espanola, Ontario P5E1J5
Contact: Brant Leclair
Email: brant@lignumbuilders.ca
Phone: 705-862-2466
HST#:

Submission Details

Created On: Thursday April 17, 2025 09:51:09
Submitted On: Thursday May 01, 2025 14:50:47
Submitted By: Jeff Bint
Email: jeff@lignumbuilders.ca
Transaction #: c4a931c3-b661-40bc-abd6-8fef795a8847
Submitter's IP Address: 67.204.224.124

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional. Pricing in Canadian Funds.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

A - STIPULATED PRICE-LUMP PRICING

Provide pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

Refer to the drawings for the complete detailed descriptions of all work included in the Tender package. The Contractor is responsible to ensure that all of the work specified on the drawings for the tender package is included pricing.

Pricing is inclusive of all labour, materials, products, equipment, services, permits, overhead and disbursements as well as Duties and Import Fees (if applicable)

| Item No. | Description | Unit | Lump Price * | Total Price |
|-----------|--|------|----------------|---------------|
| A1 | Insurance and Bonding | Lump | \$20,820.0000 | \$ 20,820.00 |
| A2 | Mobilization, barriers, traffic protection, etc. | Lump | \$130,900.0000 | \$ 130,900.00 |
| A3 | Repair Item "Entrance Doors" | Lump | \$8,220.0000 | \$ 8,220.00 |
| A4 | Repair Item "Construction Joints" | Lump | \$29,980.0000 | \$ 29,980.00 |
| A5 | Repair Item "Glass Blocks" | Lump | \$109,120.0000 | \$ 109,120.00 |
| A6 | Repair Item "Upper Ring" | Lump | \$148,910.0000 | \$ 148,910.00 |
| A7 | Repair Item "Buttress Base" | Lump | \$7,340.0000 | \$ 7,340.00 |
| A8 | Paint Coating Site Investigation | Lump | \$6,800.0000 | \$ 6,800.00 |
| A9 | Miscellaneous Requirements | Lump | \$91,210.0000 | \$ 91,210.00 |
| Subtotal: | | | | \$ 553,300.00 |

B - STIPULATED PRICE-UNIT PRICING

Provide pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

Refer to the drawings for the complete detailed descriptions of all work included in the Tender package. The Contractor is responsible to ensure that all of the work specified on the drawings for the tender package is included pricing.

Pricing is inclusive of all labour, materials, products, equipment, services, permits, overhead and disbursements as well as Duties and Import Fees (if applicable).

Unit price provided for Items B1, B2, B3, & B4 shall include all materials, labour, and equipment necessary for the removal of deficient concrete (as delineated by the Consultant), surface preparation and installation of new concrete as per the details provided in the contract drawings. Payment will be based on the actual quantity of repairs (as measured by the consultant).

| Item No. | Description | Unit | Estimated Quantity | Unit Price * | Total Price |
|-----------|------------------------------------|------|--------------------|---------------|--------------|
| B1 | Repair Item "Rust Stains" | m3 | 0.1 | \$14,956.0000 | \$ 1,495.60 |
| B2 | Repair Item "Partial Depth Repair" | m3 | 3 | \$13,456.0000 | \$ 40,368.00 |
| B3 | Repair Item "Top Surface Removal" | m3 | 0.5 | \$17,652.0000 | \$ 8,826.00 |
| B4 | Repair Item "Embedded Debris" | m3 | 0.05 | \$11,955.0000 | \$ 597.75 |
| B5 | Reinforcing Steel | m | 1 | \$217.0000 | \$ 217.00 |
| B6 | Miscellaneous Rebar Dowels | each | 1 | \$268.0000 | \$ 268.00 |
| B7 | Crack Repairs | m | 1 | \$1,925.0000 | \$ 1,925.00 |
| Subtotal: | | | | | \$ 53,697.35 |

C - ALLOWANCES

Pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

| Item No. | Description | Contingency Total |
|-----------|-----------------------|-------------------|
| C1 | Contingency Allowance | \$ 50,000.00 |
| Subtotal: | | \$ 50,000.00 |

D - CASH ALLOWANCES

Pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

| Item No. | Description | Contingency Total |
|-----------|----------------------------------|-------------------|
| D1 | Painting/Coating | \$ 100,000.00 |
| D2 | Materials Testing and Inspection | \$ 20,000.00 |
| Subtotal: | | \$ 120,000.00 |

E)-FEES FOR CHANGES IN WORK

Provide percentage factors for items outlined.

| Description | Percentage Mark-up * |
|---|----------------------|
| _____% mark-up for overhead and profit for additional or deducted work done by General Contractor | 10 |
| _____% mark-up for overhead and profit for additional or deducted work done by Sub-Contractor | 15 |

Summary Table

| Bid Form | Amount |
|-----------------------------------|---------------|
| A - STIPULATED PRICE-LUMP PRICING | \$ 553,300.00 |
| B - STIPULATED PRICE-UNIT PRICING | \$ 53,697.35 |
| C - ALLOWANCES | \$ 50,000.00 |
| D - CASH ALLOWANCES | \$ 120,000.00 |
| Subtotal Contract Amount: | \$ 776,997.35 |

Bid Questions

Substantial Completion: All work will be commenced by _____ [date], 2025 and completed by _____ [date], 2025
 Commenced on June 2 2025, Completed by October 3 2025

PROPOSED CONSTRUCTION SCHEDULE

Provide milestone schedule of major tasks. Consider June 2nd, 2025 as an anticipated start date. (add additional rows as needed)

| Task * | Start Date * | Duration * |
|---|--------------------------------|------------|
| Mobilization, Commencement of Work, hoardings and barricades | June 2 2025 | 14 days |
| Site Review for Coating Application | June 5 2025 | 1 day |
| Upper Ring Demolition | June 16 2025 | 14 days |
| Upper Ring Reconstruction | June 30 2025 | 21 days |
| Glass Block Replacement | July 21 2025 | 21 days |
| Buttress Base and Top | August 11 2025 | 14 days |
| Construction Joints and Partial Depth Repairs | August 18 2025 | 7 days |
| Miscellaneous remaining repairs | August 25 2025 | 7 days |
| Paint Coating | September 1 2025 | 14 days |
| Deficiencies, Hoarding and barricade removals, Demobilization | September 15 2025 ⁴ | 14 days |
| Substantial Completion | September 29 2025 | 1 day |
| Final Completion | October 3 2025 | 1 day |

ACKNOWLEDGEMENTS

Acknowledgements requested on this form are to be provided by the Tenderer

| Acknowledgements | Agreement * |
|---|--|
| I/We confirm that the Corporation, its Officers and Directors; and Supervisory staff have not been convicted of an Offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act | <input checked="" type="radio"/> Yes <input type="radio"/> No |

PROPONENT CONTACT INFORMATION

Bidders are to fill out the following form, designating one person to be the contact for this RFT and for any clarifications or communication that might be necessary.

| Proponent Information | Response * |
|--|--|
| Company's Full Legal Name | Lignum Builders Limited |
| Office Address | Unit 4-407 Centre Street, Espanola ON, P5E 1J5 |
| Contact Name and Title | Brant Leclair President |
| Contact Phone and Email | 705-862-2466 - brant@lignumbuilders.ca |
| Name of Company's Authorized Signatory | Brant Leclair |

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

REFERENCES

Provide name and contact information for two (2) client references. References should be of a similar scope; and completed with the last three (3) years.

| Description | Reference #1 * | Reference #2 * |
|---|---|--|
| Client Reference Name | Keith Stringer - Ontario Clean Water Agency | Mike Ladyk - 3rd Line Studio Inc |
| Contact Information (Phone; Email; Address) | 86 Centre St, Espanola, ON P5E 1S4 705-869-5578 x 2225 kstringer@ocwa.com | 289 Cedar Street, Suite 300 Sudbury, ON P3B 1M8 705.674.2300 E 422 mladyk@3rdline.studio |
| Detail of Reference Project | Retrofit and rehabilitation of existing concrete sludge holding tank to be used for foundation for geotube system and new preengineered building to hold geotube system. Extensive concrete modifications and new concrete installations. Work completed at the Espanola Sewage Treatment Plant Dewatering Facility | Structural Repairs at the M'Chigeeng Water Treatment, New roof Structure Installation at the Lakeview Public School, Roof installation and structural repairs at the Wiikwemikoong Pre-Engineered Building |

TENDERER'S EXPERIENCE IN SIMILAR WORK

For tenderer's own forces, provide a list of projects completed involving work of similar size and scope of this project and completed within the last five (5) years.

| Line Item | Year Completed * | Description of Contract * | For Whom Work Performed * | Value of Contract * |
|-----------|------------------|---|--|---------------------|
| 1 | 2022 | Retrofit and rehabilitation of existing concrete sludge holding tank to be used for foundation for geotube system and new preengineered building to hold geotube system. Extensive concrete modifications and new concrete installations. Work completed at the Espanola Sewage Treatment Plant Dewatering Facility | Ontario Clean Water Agency | \$1,471,000.00 |
| 2 | 2023 | Structural Repairs at the M'Chigeeng Water Treatment Plant - Structural repairs to exterior block walls, concrete grade beams, structural slab repairs | M'Chigeeng First Nation | \$275,000.00 |
| 3 | 2020 | Structural Repairs at the Bracebridge Memorial Arena - Various structural repairs including patching of structural supports of bleachers using repair mortars and forming and pumping using pump gate installations. Installation of structural steel to support failing concrete. Epoxy and grout injection to block walls for structural reinforcement. | The Corporation of the Town of Bracebridge | \$425,000.00 |

TENDERER'S SENIOR STAFF

Provide list of all Tenderer's senior staff to be employed on this contract

| Line Item | Name * | Position with Firm * | Experience & Qualifications * |
|-----------|-------------|----------------------|---|
| 1 | Jeff Bint | Project Manager | Project Manager with Lignum since 2017. Previously a site superintendent with Quinan Construction for 10 years. |
| 2 | Dan Lacasse | Site Superintendent | Site Superintendent with Lignum Builders since 2019, previously a site superintendent with Quinan Construction for 6 years. Prior to entering construction field Dan was a supervisor at a high production Lumber Mill located in Nairn Center Ontario. |

PROPONENT CONTACT INFORMATION - COPY

Proponents are to fill out the following form, designating one person to be the contact for this RFP process and for any clarifications or communication that might be necessary.

| Proponent Information | Response * |
|--|---|
| Company's Full Legal Name | Lignum Builders Limited |
| Office Address | Unit 4-407 Centre Street, Espanola Ontario, P5E 1J5 |
| Contact Name and Title | Brant Leclair, President |
| Contact Phone and Email | 705-862-2466 - brant@lignumbuilders.ca |
| Name of Company's Authorized Signatory | Brant Leclair |

Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

It is the responsibility of the successful Contractor that its Subcontractors comply with the requirements of the City's Contractor Pre-Qualification Program

Bidder(s) shall upon request by the Owner produce a list of references for all or any proposed Subcontractors within three (3) business days.

LIST OF SUBCONTRACTORS

Provide full list (with addresses) of all subcontractors proposed to use on the project.

By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

| Line Item | Division of Work * | Name of Subcontractor * | Address * | Email * |
|-----------|-----------------------|--------------------------|---|----------------------------|
| 1 | Masonry - Glass Block | Martineau Masonry | 1992 Queen Street Sault Ste. Marie, ON P6A 2H2 | martineaumasonry@gmail.com |
| 2 | Pipe Guard Rail | Steelfab Sudbury Ltd | 2657 Belisle Dr. Val Caron, ON P3N 0A7 | marty@steelfabsudbury.ca |
| 3 | Roofing | Maverick & Son Exteriors | 15 Third Line West Sault Ste. Marie, ON P6C 3B5 | info@mavzroof.com |

SUBCONTRACTOR'S SENIOR STAFF

Provide list of all Subcontractor's senior staff to be employed on this contract

By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

| Line Item | Name of Subcontractor * | Staff Name * | Position with Firm * | Experience & Qualifications * |
|-----------|--------------------------|--------------------|----------------------|---|
| 1 | Steelfab Sudbury Ltd | Marty Pilon | President | 30 years experience as a fabricator and installer, President of Steelfab for 9 years |
| 2 | Maverick & Son Exteriors | Maverick MacDonald | President | - Soprema PAQ+S Certified Installer - Project Manager/Site Manager - WAH Certificate, WHMIS, First Aid - Basics of Supervision |
| 3 | Martineau Masonry Inc. | Travis Martineau | President | Red Seal Stone Mason for 20 years. President of Martineau Masonry for 11 years. |

SUBCONTRACTOR'S EXPERIENCE IN SIMILAR WORK

Provide a list of projects completed involving work similar to this contract, for subcontractor's forces

By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

| Line Item | Name of Subcontractor * | Year Completed * | Description of Contract * | For Whom Work Performed * | Value of Contract * |
|-----------|--------------------------|------------------|--|---|---------------------|
| 1 | Steelfab Sudbury LTD | 2023 | Installation of new barrier free compliant and replacement of all existing railings throughout the previous Laurentian University Campus | University of Sudbury | \$500,000.00 |
| 2 | Maverick & Son Exteriors | 2022 | 24,000 sq ft mechanically attached insulated PVC System with 20 year system warranty at the Mountain View Public School Renovation - Goulais River | Algoma District School Board | \$588,000.00 |
| 3 | Martineau Masonry | 2012 | Installation of split face, semi solid and glass block | Huron Superior District Catholic School Board | \$100,000.00 |

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

BONDING UPLOAD SECTION

The executed (signed/sealed) Bid Deposit and Agreement to Bond meeting the requirements specified herein shall be included in the submission by either:

- **Electronic Bid Bonds (E-Bond)**, secured and verifiable document format uploaded; or **alternatively**
- The **Original Hard Copy** shall be delivered to the City of Sault Ste. Marie prior to the close date and time at the following address *(a scan/picture version as upload)*

The Corporation of the City of Sault Ste. Marie

Attn: City Clerk

Civic Centre

4th Floor, 99 Foster Drive

Sault Ste. Marie, ON P6A 5X6

Canada

E-Bonds failing the verification process or Original Hard Copy not delivered as directed will NOT be considered to be valid and the bid will be rejected.

Tender Deposit required in the amount of **10% of the Tender Price**

Agreement to Bond (surety) required for a Contract **Material and Labour** Payment Bond **for 50%** of the amount of the tender; and a Contract **Performance** Bond **for 100%** of the amount of the tender.

- [Tender Deposit \(Bid Bond\)](#) - Bonding Requirements.pdf - Tuesday April 22, 2025 11:58:34
- [Agreement to Bond \(Surety\)](#) - Bonding Requirements.pdf - Tuesday April 22, 2025 11:59:14

Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

I/We the undersigned, having carefully examined the site of the works, all matters referred to in the Instructions to Bidders, and all of the contract documents, hereby tender and agree to provide all labour, plant and materials necessary for the complete execution of the work under this contract in the locations and manner set out in the contract documents, and addendum(s) to the satisfaction of the Owner/Engineer, at the unit prices as set out in the schedule(s) of tender prices.

This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

We agree that the final valuation will be made on the basis of actual Quantities as determined by the Owner/Engineer and at the prices as set out in the Tender Prices.

If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call document(s) within time period(s) stated after notification of Award.

I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder. - Brant Leclair, President, Lignum Builders Limited

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest? Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--|--|-------|
| 2025CDE-CS-AR-03-T Addendum 5 Fri April 25 2025 10:43 AM | <input checked="" type="checkbox"/> | 2 |
| 2025CDE-CS-AR-03-T Addendum 4 Tue April 22 2025 04:35 PM | <input checked="" type="checkbox"/> | 2 |
| 2025CDE-CS-AR-03-T Addendum #3 Attachment-2 Thu April 17 2025 04:21 PM | <input checked="" type="checkbox"/> | 3 |
| 2025CDE-CS-AR-03-T Addendum 3 Attachment Thu April 17 2025 02:54 PM | <input checked="" type="checkbox"/> | 16 |
| 2025CDE-CS-AR-03-T Addendum 3 Thu April 17 2025 02:54 PM | <input checked="" type="checkbox"/> | 1 |
| 2025CDE-CS-AR-03-T Addendum 2 Fri April 11 2025 02:57 PM | <input checked="" type="checkbox"/> | 1 |
| 2025CDE-CS-AR-03-T Addendum 1 Fri April 4 2025 02:41 PM | <input checked="" type="checkbox"/> | 1 |



CCDC 220 – 2024 ‘BID BOND’

No. 6351786-11

Bond Amount 10%

LIGNUM BUILDERS LIMITED as principal, hereinafter called the Principal, and **Zurich Insurance Company Ltd** a corporation duly authorized to transact the business of Suretyship in Canada as surety, hereinafter called the Surety, are held and firmly bound unto **The Corporation of the City of Sault Ste. Marie** as obligee, hereinafter called the Obligee, in the amount of **Ten Percent of the Amount of Tender** ----- Dollars (10%) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, for (Name, Location or Address, and Project Number, if any):

2025CDE-CS-AR-03-T - Memorial Tower Rehabilitation

The condition of this obligation is such that if the Principal shall have the bid accepted within the Validity Period and:
a) Enters into a formal contract; and,
b) Gives such bond or bonds as may be specified in the Obligee’s bid documents from a Surety duly authorized to transact the business of Suretyship in the jurisdiction of the project,

then this obligation shall be void. Otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party for the work, supplies and services which were specified in the said bid, if the latter amount be in excess of the former.

The “Validity Period” as used herein shall mean the time period prescribed in the Obligee’s bid documents for acceptance of the bid, or, if no time period is specified in the Obligee’s bid documents, sixty (60) calendar days from the closing date of the bid.

By agreement between the Principal and the Obligee, the Validity Period may be extended by up to sixty (60) calendar days without notice to the Surety. Further or longer extensions of the Validity Period require prior consent of the Surety.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond. In the province of Québec, the coverage period of this bond expires seven (7) months after the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

The Surety:

Zurich Insurance Company Ltd
(corporate name)
100 King St. W., Suite 5500, P.O. Box 290 Toronto, ON M5X 1C9
(address)
(fax)
surety.claims@zurich.com
(email)

The Obligee:

The Corporation of the City of Sault Ste. Marie
(proper name)
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
(address)
n/a
(fax)
n/a
(email)

The Principal:

LIGNUM BUILDERS LIMITED
(corporate name)
4-407 Centre Street Espanola, Ontario P5E 1J6
(address)
705-862-0264
(fax)
brant@lignumbuilders.ca
(email)

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated **22nd** day of **April**, in the year **2025**

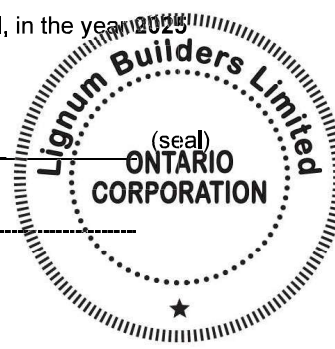
SIGNED and SEALED

in the presence of

ATTORNEY IN FACT

Signed electronically by **Principal**
Brant Leclair
on Apr 22, 2025 - 3:06 PM GMT
Signature

Brant Leclair
(name of person signing)



Signed electronically by **Surety**
Julia Bosa
on Apr 22, 2025 - 3:17 PM GMT
Signature

JULIA BOSHA, Attorney-In-Fact





Zurich Insurance Company Ltd
100 King St. W., Suite 5500, P.O. Box 290, Toronto, ON M5X 1C9

AGREEMENT TO BOND

Date: April 22, 2025

Bond No. 6351786-11

WHEREAS **LIGNUM BUILDERS LIMITED**

has submitted a written bid to **The Corporation of the City of Sault Ste. Marie**

for: **2025CDE-CS-AR-03-T - Memorial Tower Rehabilitation**

and the condition of this obligation being such that the Principal shall have the bid accepted within the time period prescribed in the Obligees bid documents for acceptance of the bid ("Bid Period"), or, if no time is specified in the Obligees bid documents, sixty (60) calendar days from the closing date of the bid. By agreement between the Principal and Obligees, the aforesaid Bid Period may be extended by up to sixty (60) calendar days without notice to the Surety. Further longer extensions of the Bid Period beyond an additional sixty (60) calendar days shall require prior written consent of Zurich Insurance Company Ltd.

we, Zurich Insurance Company Ltd, a corporation created and existing under the laws of Switzerland and duly authorized to transact business of Suretyship in all the Provinces and Territories of Canada, as Surety, agree to issue for the Principal if the Principal shall enter into a written contract with the Obligees, the following bond(s):

- 1. - a contract performance bond (100%) of the contract price
- 2. - a labour and material payment bond for (50%) of the contract price

This consent shall be null and void unless an application for the said bond(s) is made within thirty (30) days following the award of the contract.



Zurich Insurance Company Ltd

Signed electronically by

Julia Bosa

on Apr 22, 2025 - 3:16 PM GMT
JULIA BOSA, Attorney-in-fact

Zurich Insurance Company Ltd

Surety Department
First Canadian Place
100 King Street West
Suite 5500, P.O. Box 290
Toronto, ON M5X 1C9



Bond Number: 6351786-11

Zurich Insurance Company Ltd

RE: Notice under Part XIII of the Insurance Companies Act (Canada)

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Zurich Insurance Company Ltd's insurance business in Canada.