

CCDC 2

Stipulated Price Contract

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Civic Centre Sprinklers & Domestic Water Line Upgrades

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CCDC 2 STIPULATED PRICE CONTRACT

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement made on 2nd day of February in the year 2026 .
by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "Owner"

and

S&T Electrical Contractors Ltd.

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

- 1.1 perform the *Work* required by the *Contract Documents* for *(insert below the description or title of the Work)*

Civic Centre Sprinklers & Domestic Water Line Upgrade:
PART "A" - BASE BID Sprinklers & Domestic Water Line Upgrades
PART "B" - CONTINGENCY ALLOWANCE
SPO#5 - Level 3 Remaining work as per DWG PE4
located at *(insert below the Place of the Work)*

99 Foster Drive, Sault Ste. Marie, Ontario

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

MET Energy Systems

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 3rd day of February in the year 2026 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover*, by the 24th day of December in the year 2026 .

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

*

1. Civic Centre Sprinklers & Domestic Water Lines - Tender Design Drawings
2. Civic Centre Sprinklers & Domestic Water Lines - Tender Specifications
3. Civic Centre Sprinklers & Domestic Water Lines - Addendum 1
4. Civic Centre Sprinklers & Domestic Water Lines - Addendum 2
5. Civic Centre Sprinklers & Domestic Water Lines - Contractor Proposal

Note: Tender Design Drawings are issued in reduced size (11 x 17), are not to scale, and are for reference only. Original full-size drawings (24 x 36) shall govern. Dimensions shall not be scaled from reduced-size drawings.

* (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:

Nine Hundred Fifty-Nine Thousand Five Hundred Eighty-Nine

/100 dollars \$ 959,589.00

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

One Hundred Twenty-Four Thousand Seven Hundred Forty-Six

57/100 dollars \$ 124,746.57

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

One Million Eighty-Four Thousand Three Hundred Thirty-Five

57/100 dollars \$ 1,084,335.57

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)

Royal Bank of Canada

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, ON

address

r.caron@cityssm.on.ca

email address

Contractor S&T Electrical Contractors Ltd.

*name of Contractor**

158 Sackville Road

address

mgirardi@stgroup.ca

email address

Consultant MET Energy Systems

*name of Consultant**

477 Queen Street East Suite 304, Sault Ste. Marie, ON

address

tsjanzen@meteng.on.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

name of person signing

Mayor - Matthew Shoemaker

name and title of person signing

WITNESS

CONTRACTOR

S&T Electrical Contractors Ltd.

name of Contractor

signature

signature

Martin Girardi

name of person signing

Dennis Tatasciore - President

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*.

FIRE SPRINKLER SYSTEM UPGRADES

CIVIC CENTRE

99 FOSTER DRIVE

SAULT STE. MARIE, ON

CITY FILE No. 2025 PWE-ENG-BS-03-T
MET PROJECT No. 23M55

ISSUED FOR TENDER NOVEMBER 19 2025

PHASE 2



PROJECT DRAWING LIST

PLUMBING/ELECTRICAL

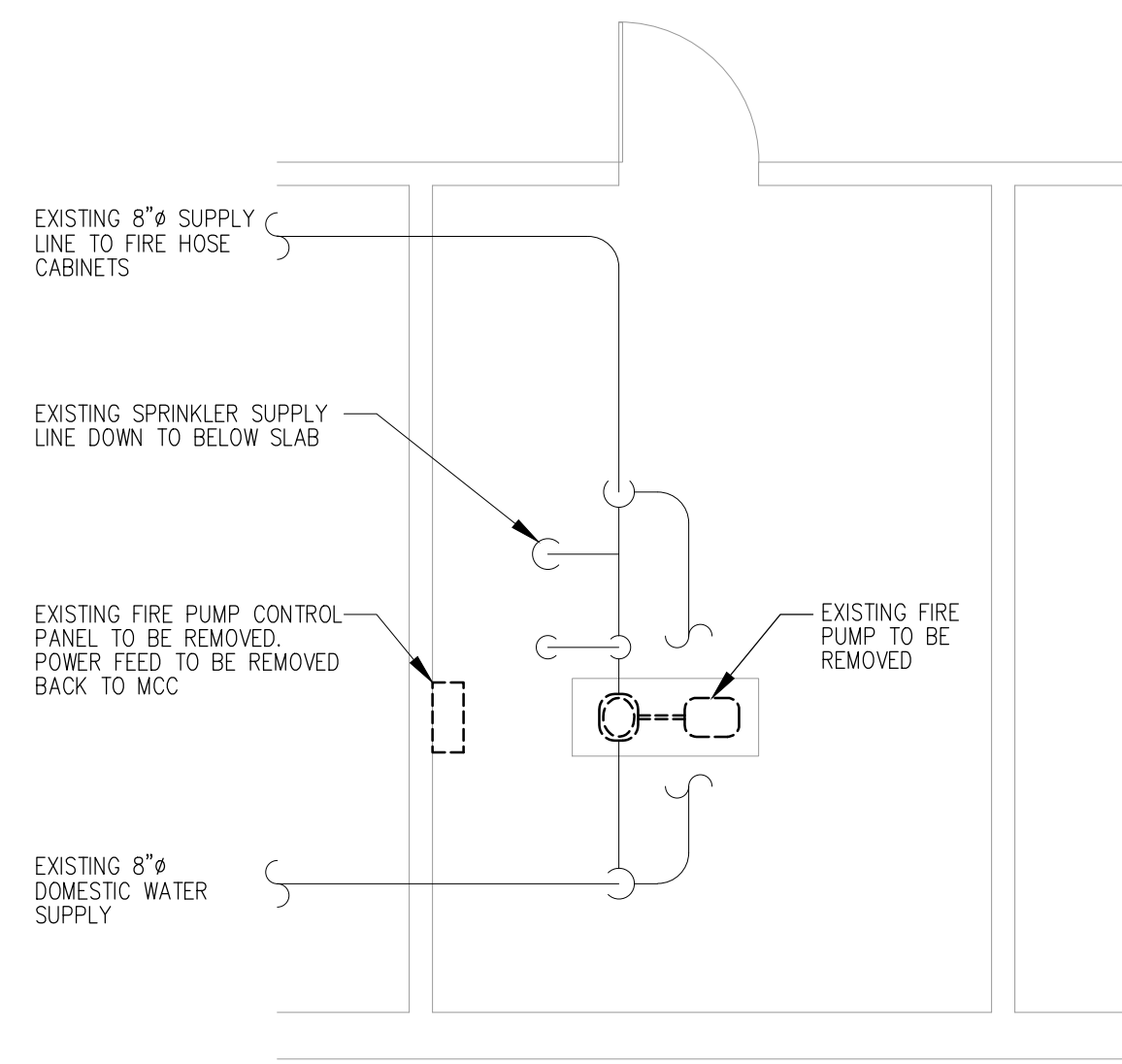
- PE1 RISER
- PE2 LEVEL 1 SPRINKLER PLAN
- PE3 LEVEL 2 SPRINKLER PLAN
- PE4 LEVEL 3 SPRINKLER PLAN
- PE5 LEVEL 4 SPRINKLER PLAN
- PE6 LEVEL 5 SPRINKLER PLAN
- PE7 LEVEL 6 SPRINKLER PLAN
- PE8 PENTHOUSE SPRINKLER PLAN
- PE9 GARDEN COURT PLAN & SECTION
- PE10 GENERAL NOTES

MECHANICAL CONSULTANT:



CONSULTING ENGINEERING
477 QUEEN STREET, EAST SUITE 304
SAULT STE. MARIE, ON P6A 1Z5
PHONE: (705)942-3344
<http://www.meteng.on.ca>

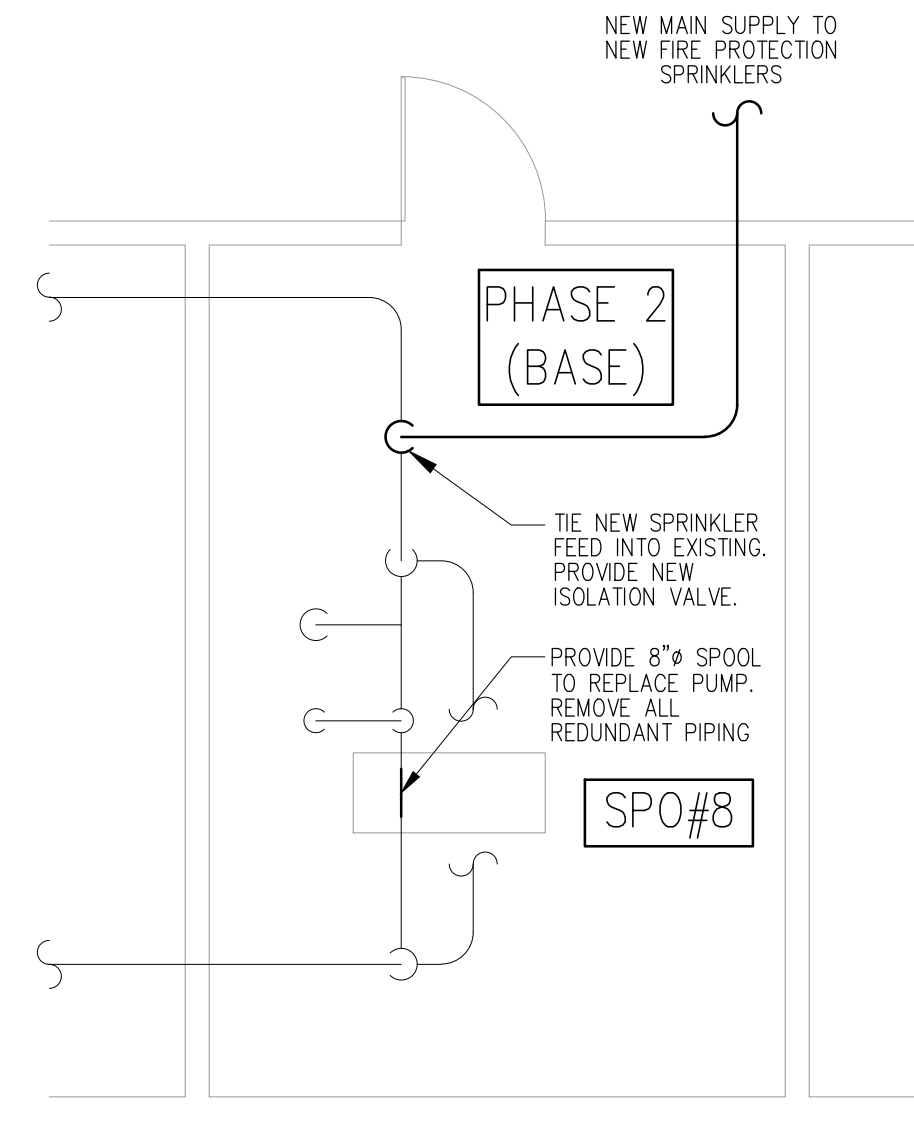
NOTE:
SOME VALVES AND COMPONENTS ARE NOT SHOWN FOR CLARITY.



EXISTING PUMP ROOM PLAN

SPO#8

NOTE:
SOME VALVES AND COMPONENTS ARE NOT SHOWN FOR CLARITY.



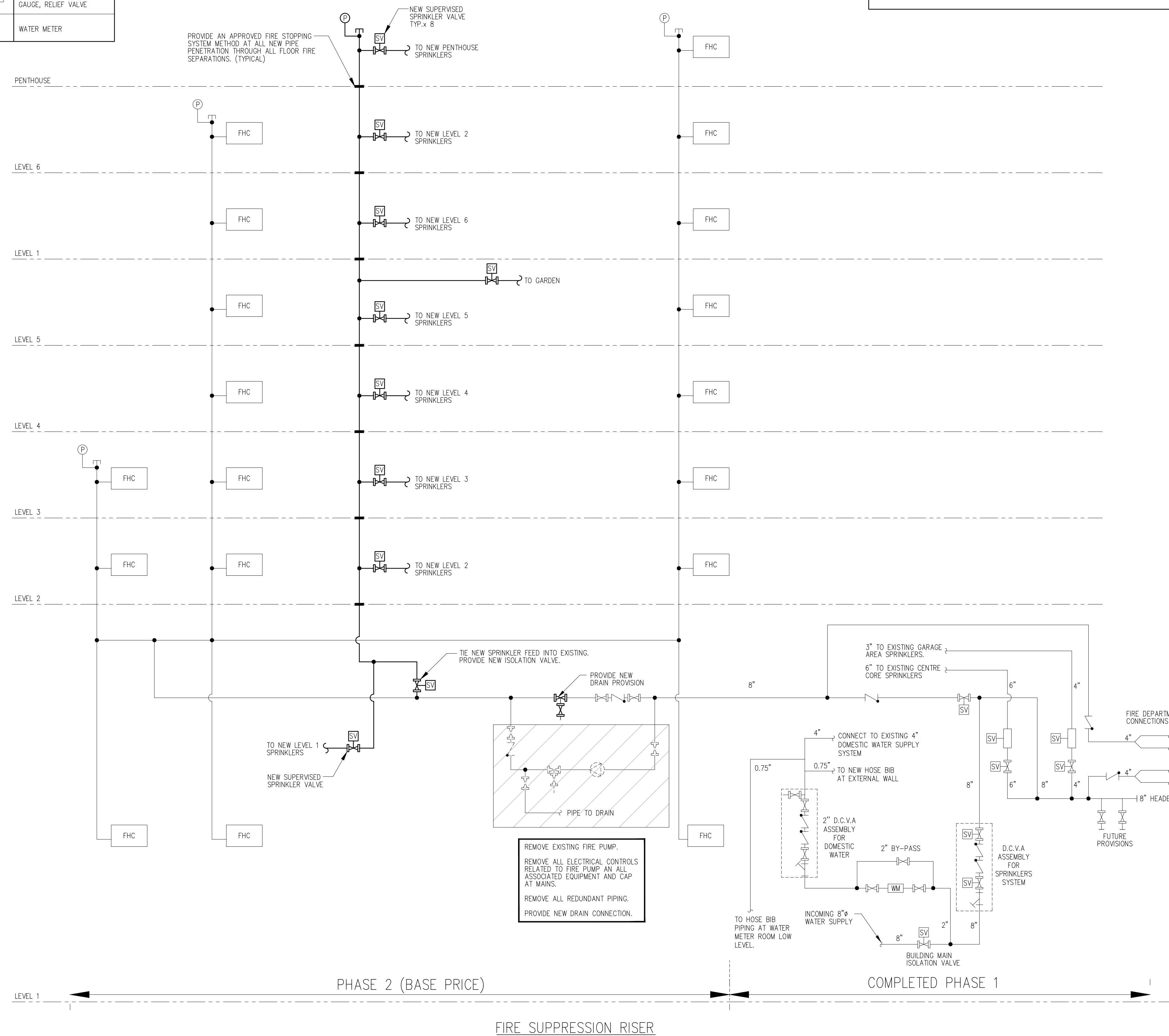
NEW PUMP ROOM PLAN

SPO#8

LEGEND	
	PUMP
	ISOLATION VALVE
	PRESSURE GAUGE
	CHECK VALVE
	SUPERVISED VALVE
	RISER MANIFOLD ASSEMBLY WITH FLOW SWITCH, DRAIN, PRESSURE GAUGE, RELIEF VALVE
	WATER METER

NOTES:

- 1) PROVIDE POWER TO EACH NEW SUPERVISED VALVE FROM CLOSEST ELECTRICAL PANEL.
- 2) REPLACE EXISTING FIRE ALARM PANEL AND 2 ANNUNCIATOR PANELS WITH NEW PANELS. CONNECT ALL EXISTING FIRE ALARM DEVICES.
- 3) INSTALL AND CONNECT ALL NEW SPRINKLER FLOW SWITCHES TO EACH FLOOR, BUT DO NOT DO FINAL CONNECTION AND PROGRAMMING UNTIL THAT FLOOR IS COMPLETED.
- 4) INCLUDE ALL REQUIRED WIRING, COMPONENTS, AND PROGRAMMING FOR THE NEW SPRINKLER SYSTEM CONNECTION.
- 5) CONNECT THE NEW SPRINKLER SYSTEM TO THE NEW FIRE ALARM PANEL.
- 6) PROVIDE FULL STARTUP, TESTING, AND CERTIFICATION.



EXISTING SPRINKLER MODIFICATION

- 1) CUT BACK ALL SPRINKLER HEAD DOWN PIPES AS REQUIRED TO PROPERLY LOCATE NEW HEADS IN T-BAR CEILING IN LEVEL 2 & 3
- 2) INSTALLATION OF NEW ESCUTCHEON PLATES IS REQUIRED IN LEVEL 2 & 3
- 3) ENLARGE ALL EXISTING HOLES IN METAL CEILING TO ACCOMMODATE NEW ESCUTCHEONS. REMOVE AND REINSTALL CEILINGS AS NECESSARY TO FACILITATE THE INSTALLATION OF SPRINKLER PIPING AND SPRINKLER HEADS.
- 4) ALL VALVES AND COMPONENTS FOR SPRINKLER SYSTEM ARE TO BE REPLACED WITH NEW VALVES



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DO NOT SCALE DRAWINGS

ENGINEER'S SEAL



REV.	DESCRIPTION	DATE
0	ISSUED FOR TENDER	2025-11-19

PROJECT DESCRIPTION:
SPRINKLER SYSTEM UPGRADE
SAULT STE. MARIE CIVIC CENTRE
99 FOSTER DRIVE
SAULT STE. MARIE, ON

DRAWING DESCRIPTION:
PLUMBING
SINGLE LINE SCHEMATIC
FIRE & DOMESTIC WATER PUMP ROOM
SPRINKLER & WET RISER

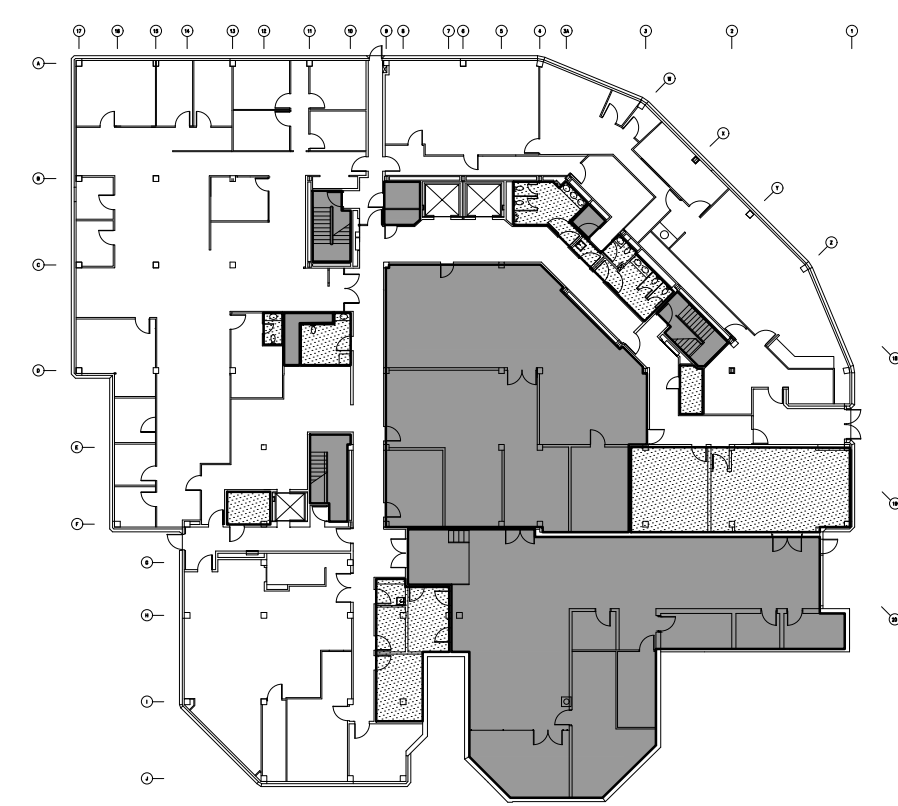
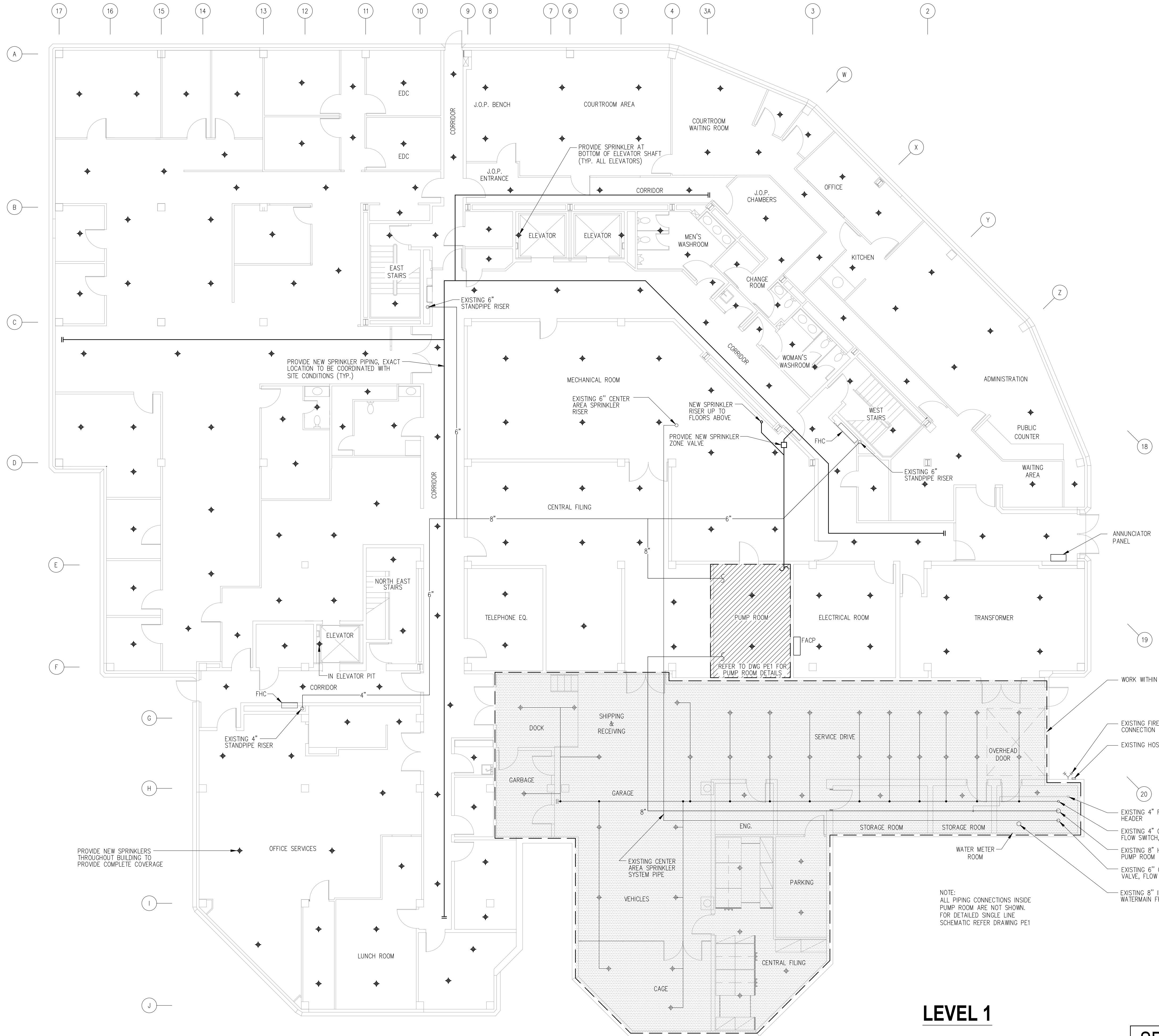
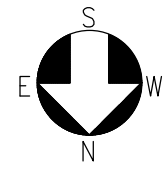
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DRAWN BY: SS DATE: 2025-11-19

CHECKED BY: TSJ DATE: 2025-11-19

PROJECT NO: 23M55 FILE NO: 23M55-PE1

PE1 SHEET NO. 1 OF 10
0 REV



CEILING TYPE KEY PLAN

- NONE/EXPOSED
- DRYWALL OR SIMILAR
- METAL SLAT
- SUSPENDED CEILING

GENERAL CONSTRUCTION NOTES

- 1) PROVIDE HILTI OR APPROVED EQUAL FIRESTOPPING METHODS AT ALL LOCATIONS WHERE ALL NEW SPRINKLER PIPING PENETRATES FLOOR, OR WALL FIRE SEPARATIONS. THESE INCLUDE BUT NOT LIMITED TO CORRIDORS, MECHANICAL ROOMS & STAIR WELLS.
- 2) CONTRACTOR SHALL FIRE STOP ALL PENETRATIONS THROUGH FIRE WALLS AND SMOKE SEPARATIONS WITH AN APPROVED ULC-LISTED FIRE STOPPING SYSTEM. ALL OTHER PENETRATIONS TO BE PATCHED TO SUIT WALL MATERIALS.
- 3) ALL VARIATIONS OF FIRE STOPPING SYSTEMS TO BE UTILIZED SHALL BE SUBMITTED TO THE CONSULTANT IN THE SHOP DRAWING PHASE AND SHALL BE INCLUDED IN THE MAINTENANCE MANUAL. EACH TYPE OF FIRE STOPPING SHALL BE NOTED BY THE APPROPRIATE ULC LISTED DETAIL.
- 4) MAKE GOOD ALL EXISTING SURFACE INCLUDING BUT NOT LIMITED TO DRYWALL, PAINT, CEILING TILES, LINEAR METAL AND OR WOOD CEILINGS AND FINISHES.
- 5) NO EXTRA COST WILL BE CONSIDERED BASED ON FAILURE OF CONTRACTOR TO ALLOW FOR ALL REQUIRED EQUIPMENT, PIPING AND FITTINGS. THIS SHALL INCLUDE EXTRA FITTINGS AND PIPEWORK AS REQUIRED DURING CONSTRUCTION TO AVOID EXISTING STRUCTURE, DUCTWORK OR OTHER OBSTACLES WHETHER SHOWN ON DRAWINGS OR NOT.



met
energy systems
CONSULTING ENGINEERING
477 QUEEN STREET, EAST SUITE 304
SAULT STE. MARIE, ON P6A 1Z5
PHONE: (705)942-3344
http://www.meteng.on.ca

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ENGINEER'S SEAL



REV.	DESCRIPTION	DATE
0	ISSUED FOR TENDER	2025-11-19

PROJECT DESCRIPTION:
**SPRINKLER SYSTEM UPGRADES
SAULT STE. MARIE CIVIC CENTRE
99 FOSTER DRIVE
SAULT STE. MARIE, ON**

DRAWING DESCRIPTION:
**PLUMBING
LEVEL 1
SPRINKLER PLAN**

SCALE: 1/8"=1'-0" 1:96 FORM SIZE (34.5"x22")

DRAWN BY: SS DATE: 2025-11-19

CHECKED BY: TSJ DATE: 2025-11-19

PROJECT NO: 23M55 FILE NO: 23M55-PE2

PE2

SHEET NO.
2 OF 10
0
REV

LEVEL 1

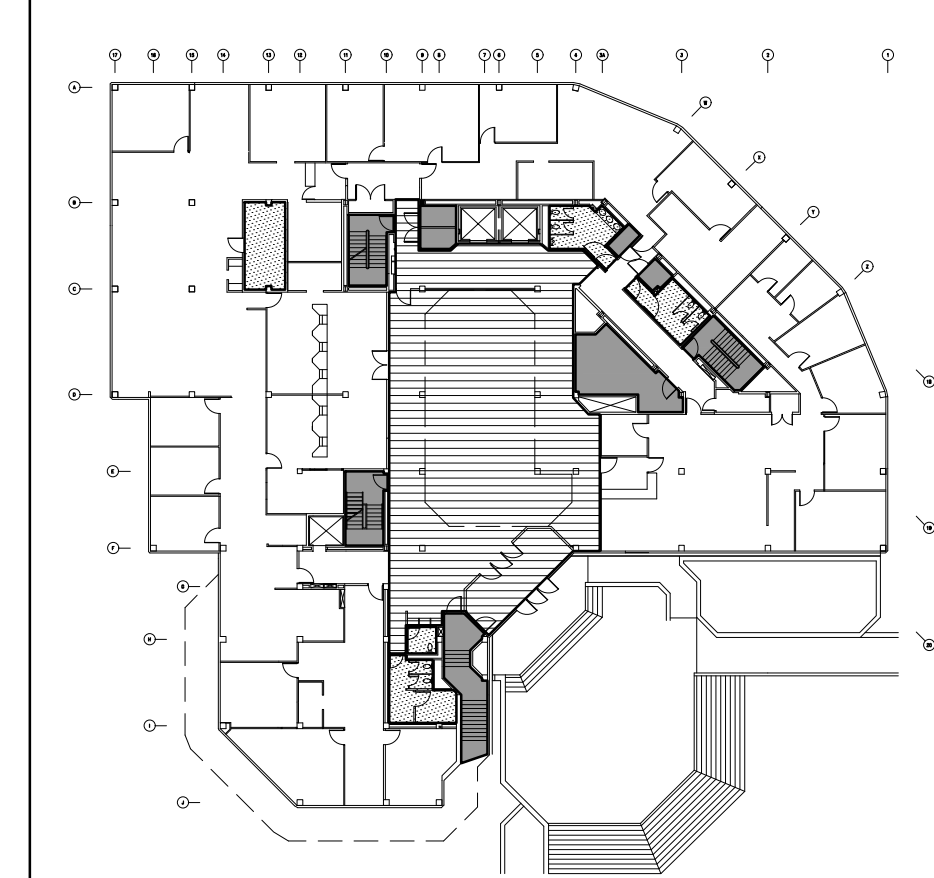
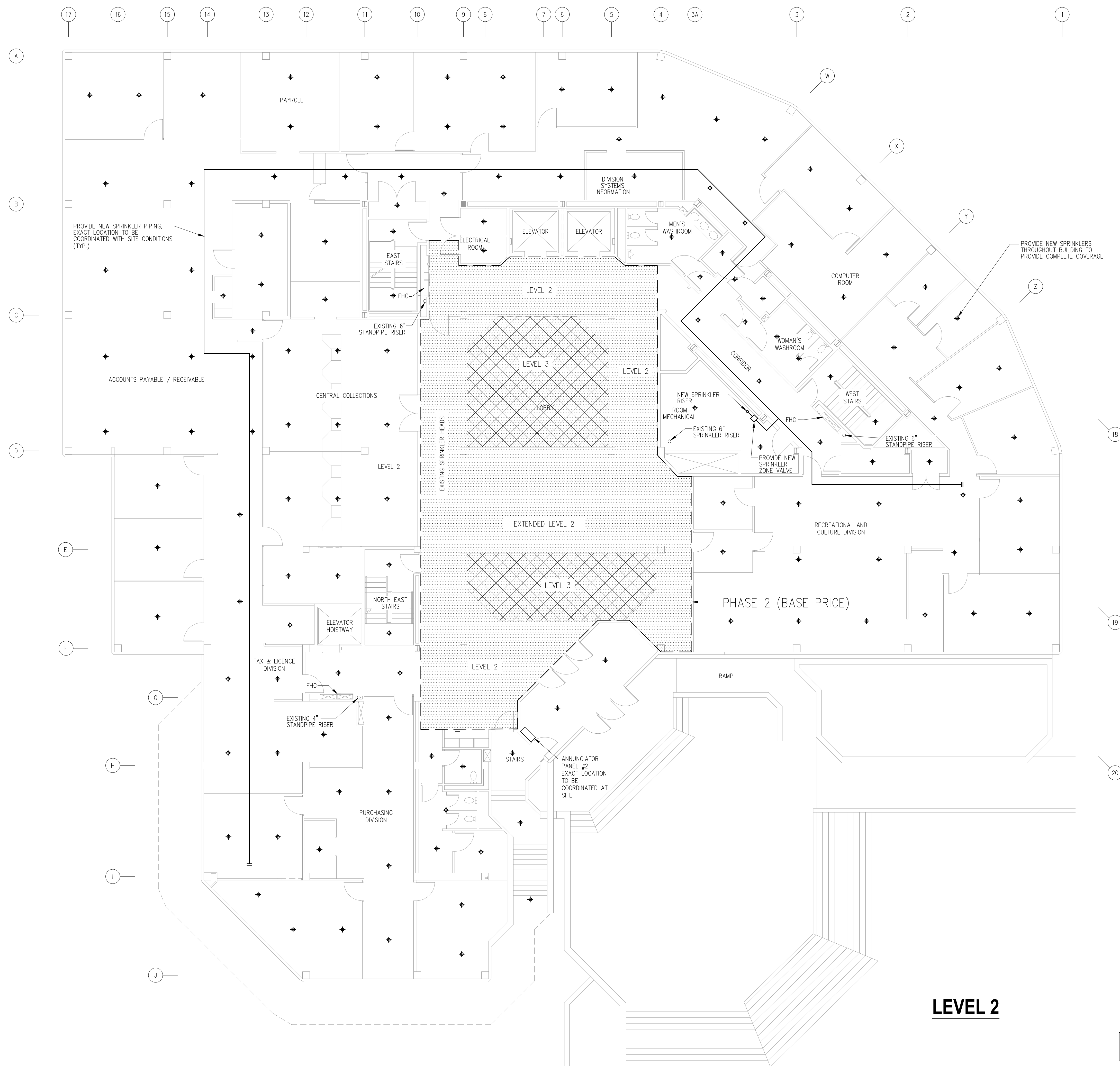
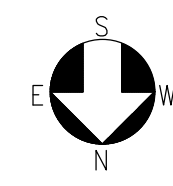
SPO#3

NOTE:
ALL PIPING CONNECTIONS INSIDE PUMP ROOM ARE NOT SHOWN FOR DETAILED SINGLE LINE SCHEMATIC REFER DRAWING PE1

WORK WITHIN THIS AREA IS COMPLETED UNLESS NOTED OTHERWISE

EXISTING FIRE DEPARTMENT CONNECTION
EXISTING HOSE BIB

EXISTING 4" FIRE DEPARTMENT CONNECTION TO HEADER
EXISTING 4" GARAGE AREA SPRINKLER RISER WITH SUPERVISORY VALVE, FLOW SWITCH, PRESSURE GAUGE AND RELIEF VALVE ASSEMBLY
EXISTING 8" HEADER TO FIRE PUMP ROOM
EXISTING 6" CENTER AREA SPRINKLER AREA RISER WITH SUPERVISORY VALVE, FLOW SWITCH, PRESSURE GAUGE AND RELIEF VALVE ASSEMBLY
EXISTING 8" INCOMING WATERMAIN FROM OUTSIDE



CEILING TYPE KEY PLAN

- NONE/EXPOSED
- DRYWALL OR SIMILAR
- METAL SLAT
- SUSPENDED CEILING
- CEILING AT HIGHER LEVEL

NOTES

- 1) SPRINKLER HEADS IN THIS AREA ARE TO BE REPLACED IN SAME LOCATION AND RAISED OR LOWERED TO FIT IN EXISTING SUSPENDED CEILING.
- 2) ENSURE THAT ANY PRE-ACTION SMOKE OR HEAT DETECTORS ARE REMOVED FROM THE SYSTEM.



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0	ISSUED FOR TENDER	2025-11-19
REV.	DESCRIPTION	DATE

PROJECT DESCRIPTION:
 SPRINKLER SYSTEM UPGRADES
 SAULT STE. MARIE CIVIC CENTRE
 99 FOSTER DRIVE
 SAULT STE. MARIE, ON

DRAWING DESCRIPTION:
 PLUMBING
 LEVEL 2
 SPRINKLER PLAN

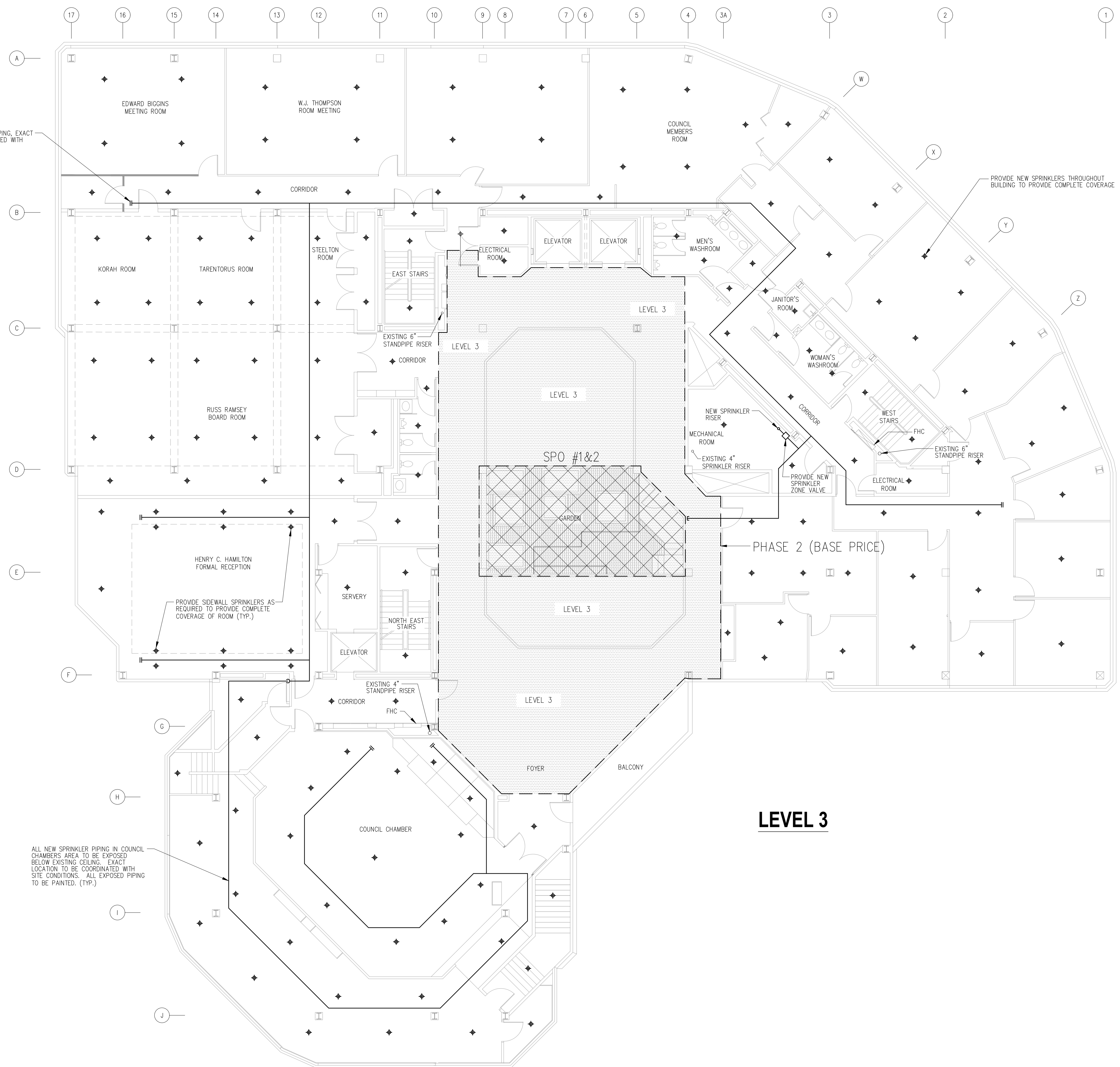
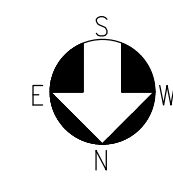
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DRAWN BY:	SS	DATE:	2025-11-19
CHECKED BY:	TSJ	DATE:	2025-11-19
PROJECT NO:	23M55	FILE NO:	23M55-PE3

PE3

SHEET NO.	3 OF 10
REV	0

LEVEL 2

SPO#4

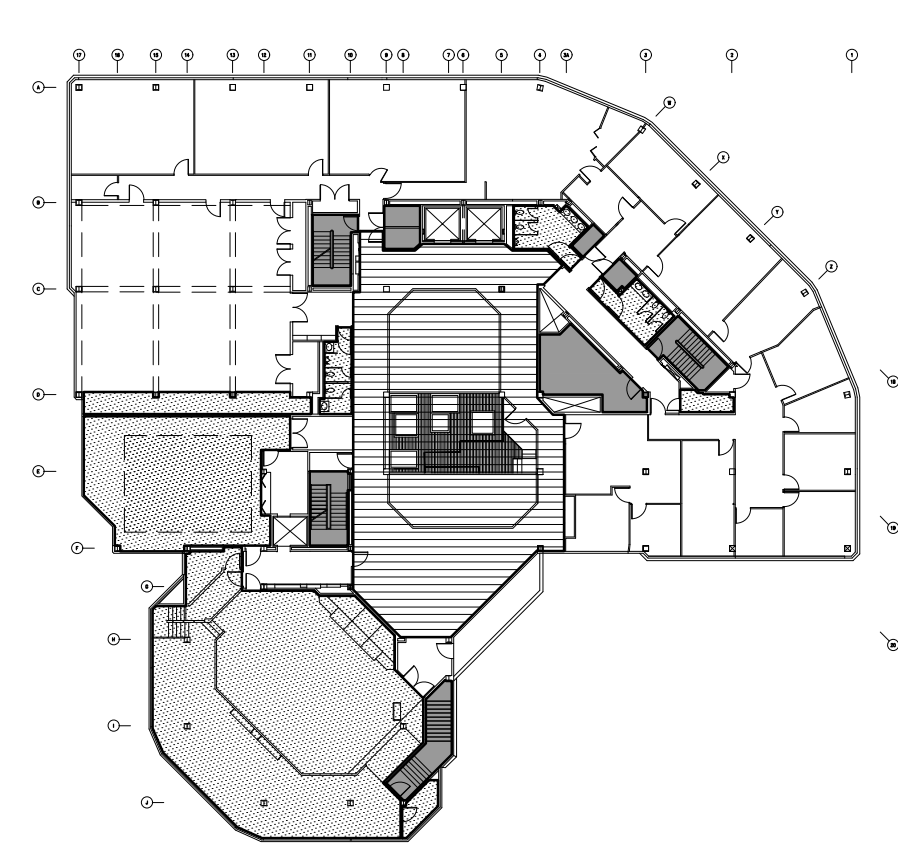


PROVIDE NEW SPRINKLER PIPING, EXACT LOCATION TO BE COORDINATED WITH SITE CONDITIONS (TYP.)

PROVIDE NEW SPRINKLERS THROUGHOUT BUILDING TO PROVIDE COMPLETE COVERAGE

PROVIDE SIDEWALL SPRINKLERS AS REQUIRED TO PROVIDE COMPLETE COVERAGE OF ROOM (TYP.)

ALL NEW SPRINKLER PIPING IN COUNCIL CHAMBERS AREA TO BE EXPOSED BELOW EXISTING CEILING. EXACT LOCATION TO BE COORDINATED WITH SITE CONDITIONS. ALL EXPOSED PIPING TO BE PAINTED. (TYP.)



CEILING TYPE KEY PLAN

- NONE/EXPOSED
- DRYWALL OR SIMILAR
- METAL SLAT
- SUSPENDED CEILING

NOTES

- 1) LEVEL 1, 2 & 3 HAVE EXISTING SPRINKLERS INSTALLED IN THE NEW T-BAR CEILING. CONTRACTOR IS TO REMOVE HEADS AND REPLACE WITH NEW HEADS PROPERLY INSTALLED IN T-BAR CEILING.
- 2) CONTRACTOR TO RAISE OR LOWER THE SPRINKLER HEADS IN THIS AREA TO FIT PROPERLY IN EXISTING SUSPENDED CEILING.
- 3) EXPOSED PAINTED SPRINKLER PIPING IS ACCEPTABLE IN THE GARDEN AREA. PAINT PIPING TO MATCH CEILING.



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ENGINEER'S SEAL



REV.	DESCRIPTION	DATE
0	ISSUED FOR TENDER	2025-11-19

PROJECT DESCRIPTION:
SPRINKLER SYSTEM UPGRADE
SAULT STE. MARIE CIVIC CENTRE
99 FOSTER DRIVE
SAULT STE. MARIE, ON

DRAWING DESCRIPTION:
PLUMBING
LEVEL 3
SPRINKLER PLAN

SCALE: 1/8"=1'-0" 1:96 FORM SIZE (34.5"x22")

DRAWN BY: SS DATE: 2025-11-19

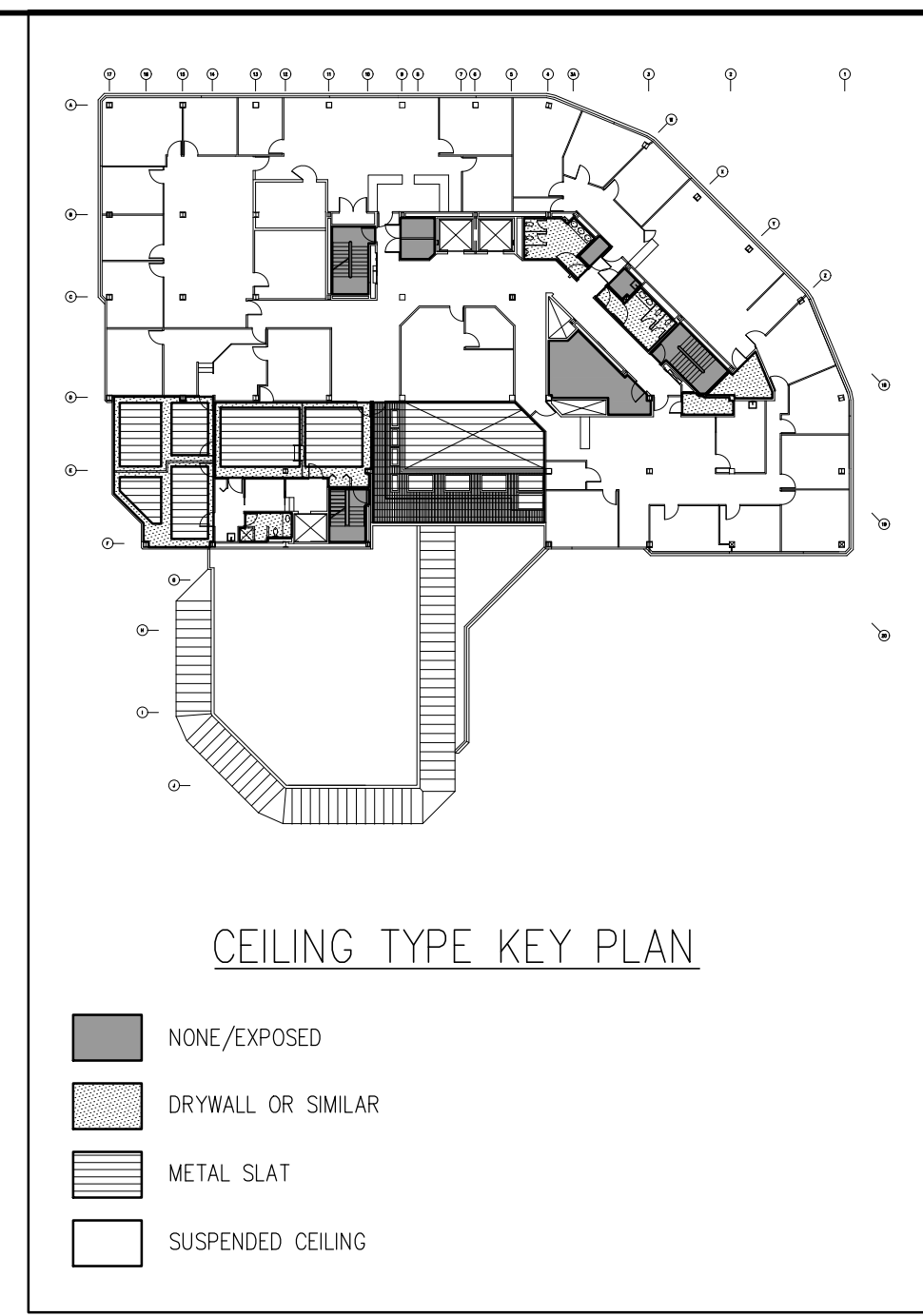
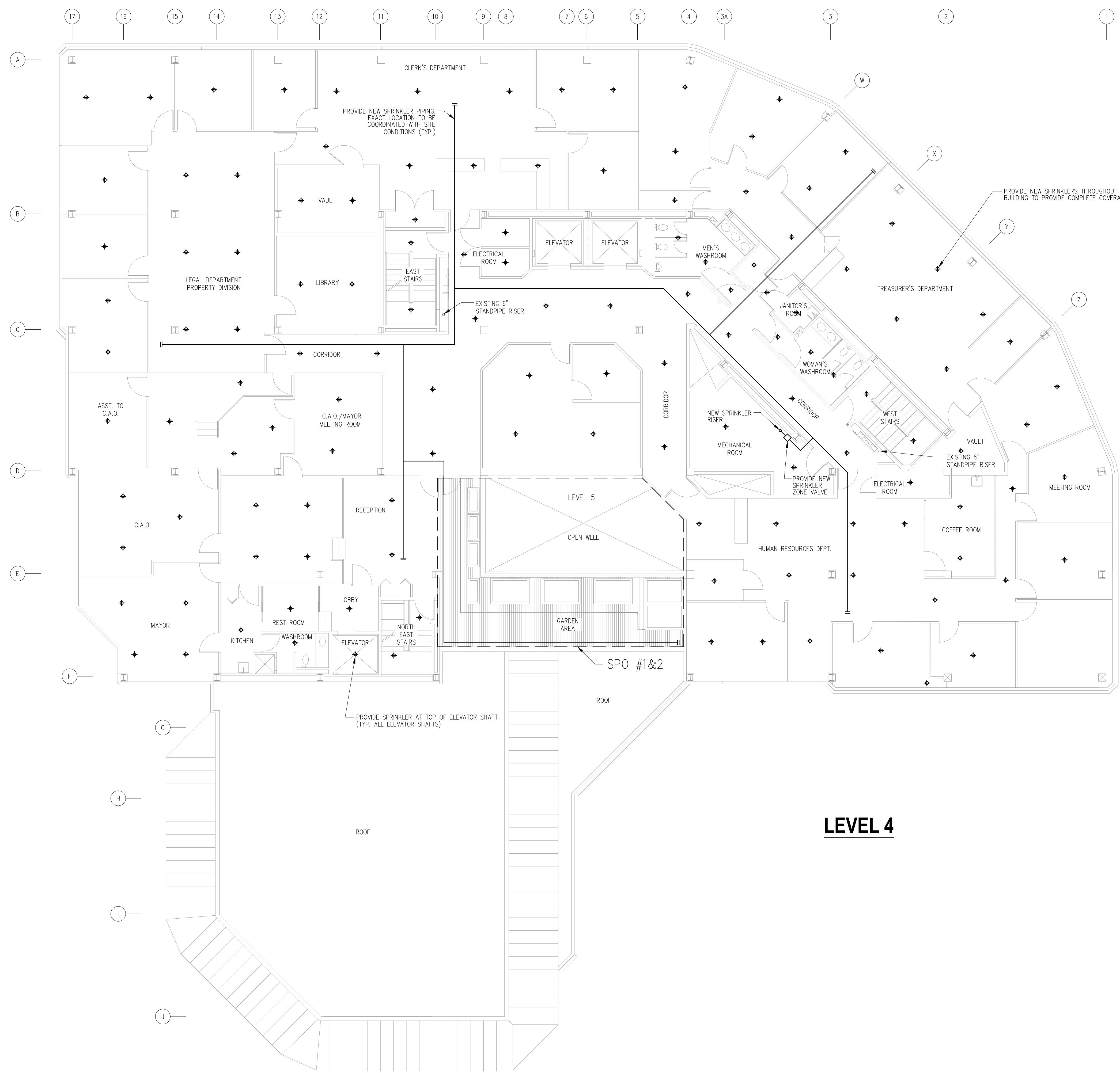
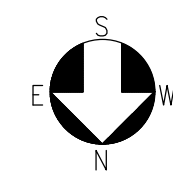
CHECKED BY: TSJ DATE: 2025-11-19

PROJECT NO: 23M55 FILE NO: 23M55-PE4

SPO#5

PE4

SHEET NO.
4 OF 10
0
REV



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ENGINEER'S SEAL

0	ISSUED FOR TENDER	2025-11-19
REV.	DESCRIPTION	DATE

PROJECT DESCRIPTION:
SPRINKLER SYSTEM UPGRADE
SAULT STE. MARIE CIVIC CENTRE
99 FOSTER DRIVE
SAULT STE. MARIE, ON

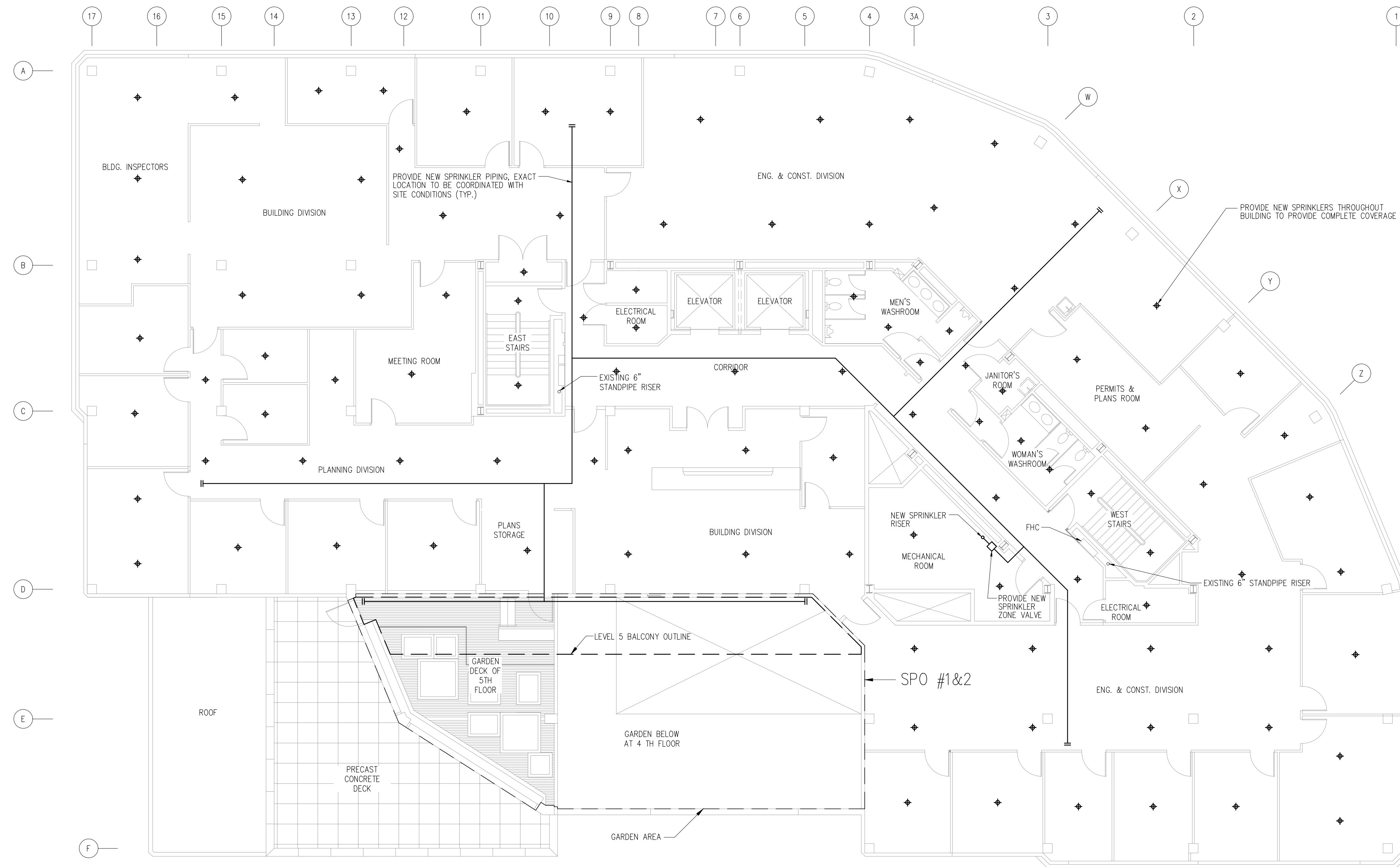
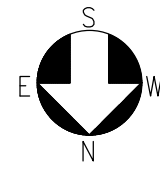
DRAWING DESCRIPTION:
PLUMBING
LEVEL 4
SPRINKLER PLAN

SCALE:	1/8"=1'-0"	1:96	FORM SIZE (34.5"x22")
DRAWN BY:	SS	DATE:	2025-11-19
CHECKED BY:	TSJ	DATE:	2025-11-19
PROJECT NO:	23M55	FILE NO:	23M55-PE5

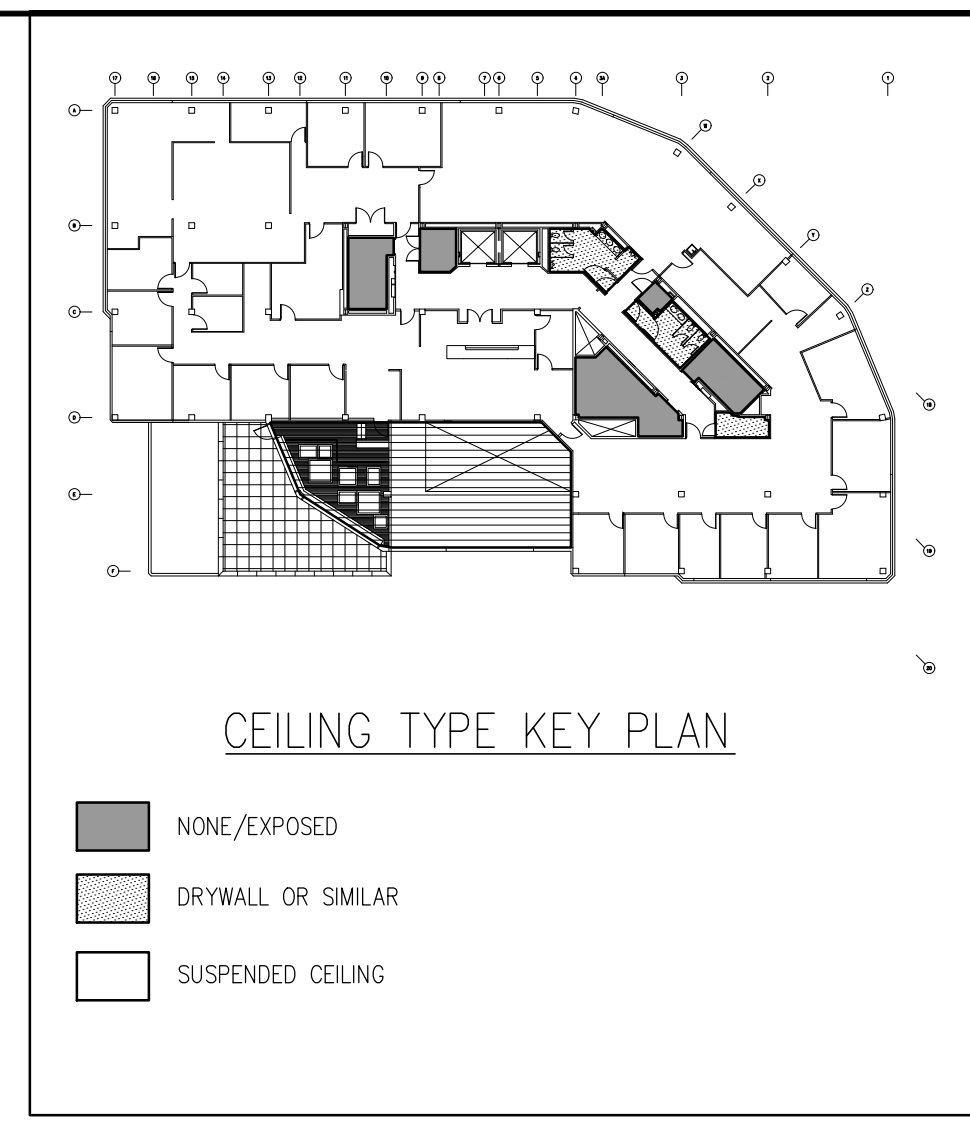
PE5

SHEET NO.
5 OF 10
0
REV

SPO#6



LEVEL 5



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0	ISSUED FOR TENDER	2025-11-19

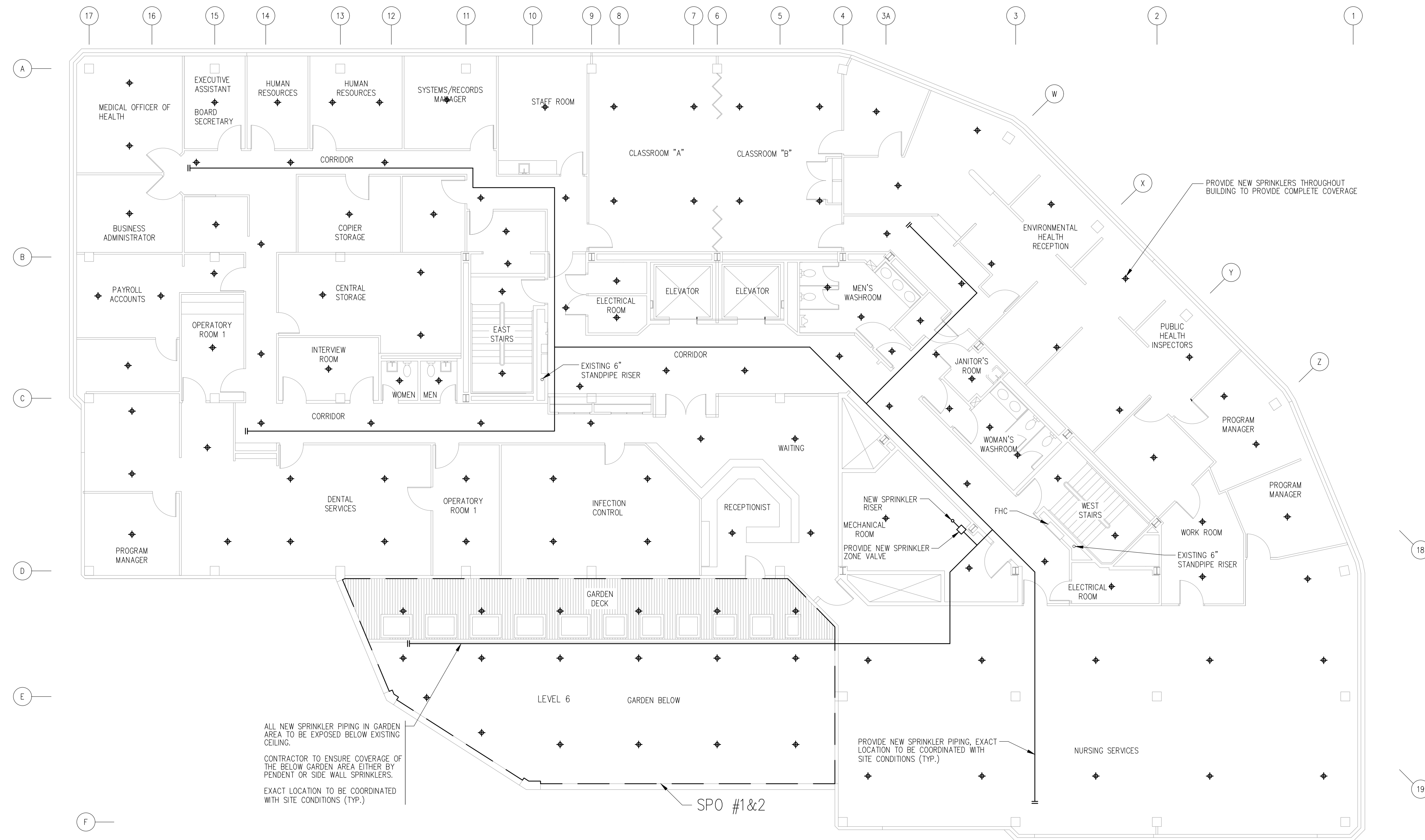
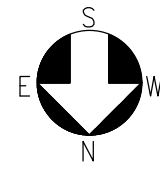
PROJECT DESCRIPTION:
SPRINKLER SYSTEM UPGRADE
SAULT STE. MARIE CIVIC CENTRE
 99 FOSTER DRIVE
 SAULT STE. MARIE, ON

DRAWING DESCRIPTION:
PLUMBING
LEVEL 5
SPRINKLER PLAN

SCALE:	1/8"=1'-0"	1:96	FORM SIZE (34.5"x22")
DRAWN BY:	SS	DATE:	2025-11-19
CHECKED BY:	TSJ	DATE:	2025-11-19
PROJECT NO:	23M55	FILE NO:	23M55-PE6

PE6	SHEET NO.	6 OF 10
	REV	0

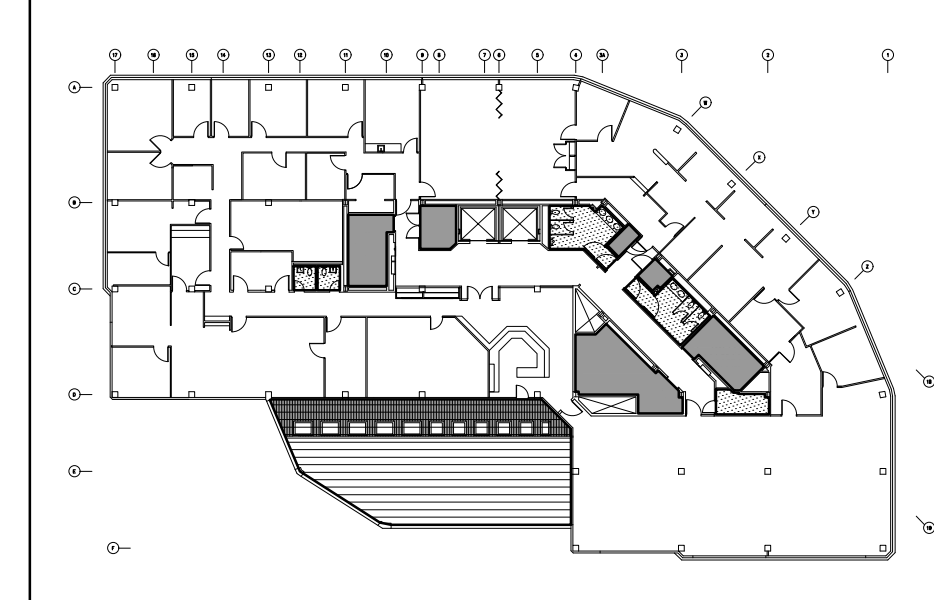
SPO#7



ALL NEW SPRINKLER PIPING IN GARDEN AREA TO BE EXPOSED BELOW EXISTING CEILING.
 CONTRACTOR TO ENSURE COVERAGE OF THE BELOW GARDEN AREA EITHER BY PENDENT OR SIDE WALL SPRINKLERS.
 EXACT LOCATION TO BE COORDINATED WITH SITE CONDITIONS (TYP.)

PROVIDE NEW SPRINKLER PIPING, EXACT LOCATION TO BE COORDINATED WITH SITE CONDITIONS (TYP.)

PROVIDE NEW SPRINKLERS THROUGHOUT BUILDING TO PROVIDE COMPLETE COVERAGE



CEILING TYPE KEY PLAN

- NONE/EXPOSED
- DRYWALL OR SIMILAR
- METAL SLAT
- SUSPENDED CEILING

NOTE

1) LEVELS OF GARDEN AND CEILINGS ARE DIFFICULT TO DEPICT ON DRAWINGS. CONTRACTOR TO ENSURE THAT FULL COVERAGE IS MAINTAINED FOR ALL AREAS TO MEET NFPA.



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ENGINEER'S SEAL



REV.	DESCRIPTION	DATE
0	ISSUED FOR TENDER	2025-11-19

PROJECT DESCRIPTION:
SPRINKLER SYSTEM UPGRADE
 SAULT STE. MARIE CIVIC CENTRE
 99 FOSTER DRIVE
 SAULT STE. MARIE, ON

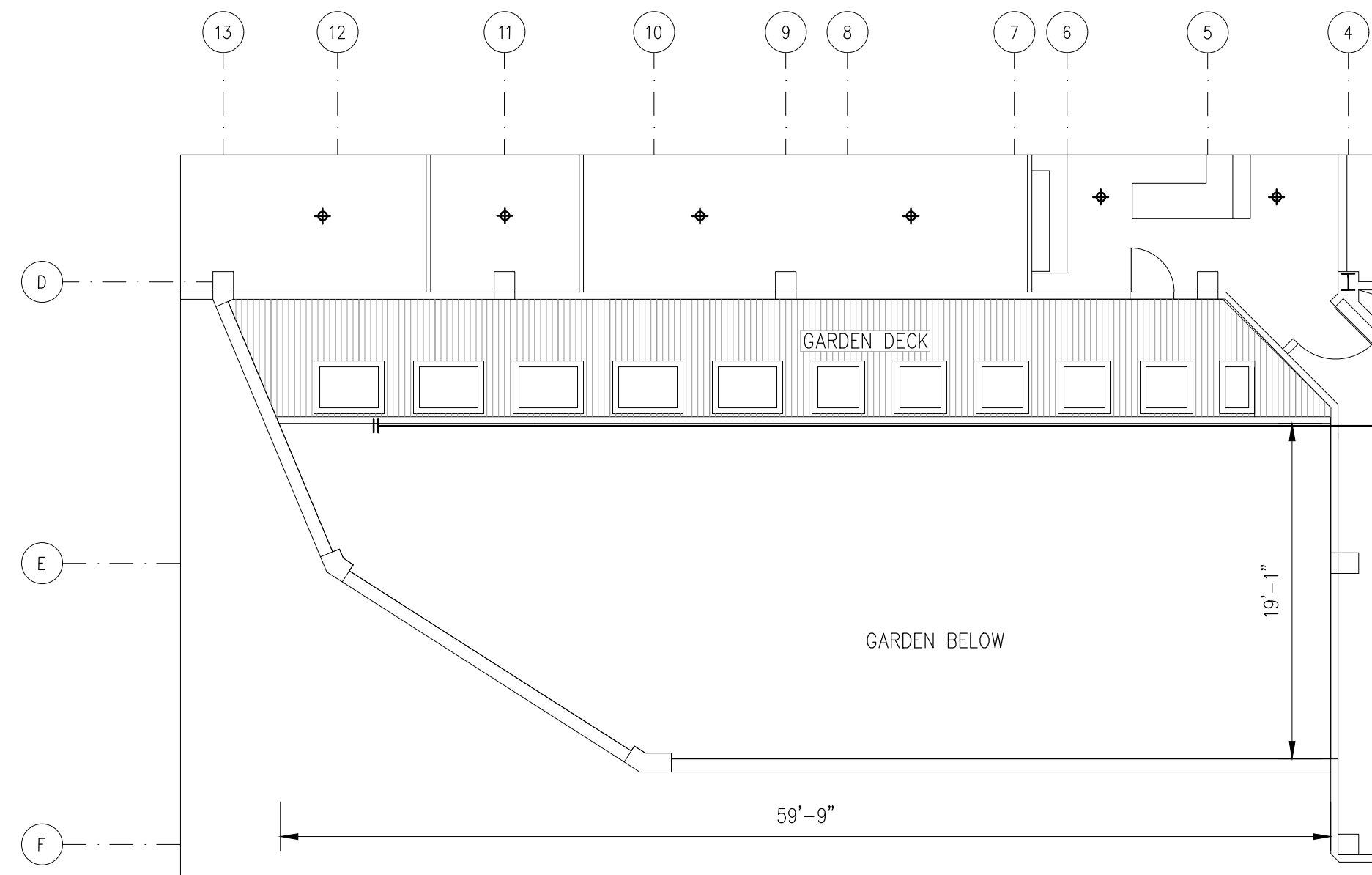
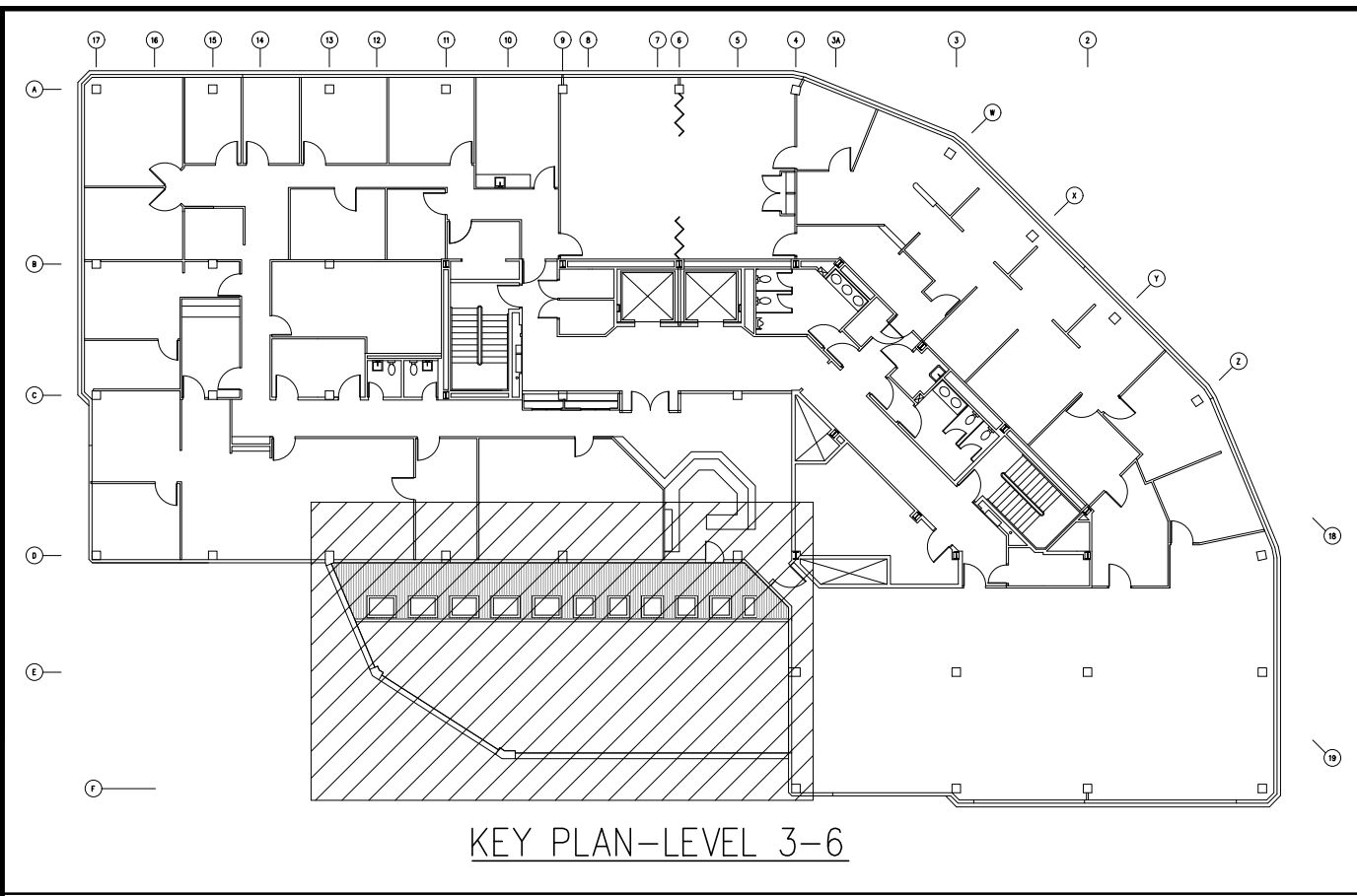
DRAWING DESCRIPTION:
 PLUMBING
 LEVEL 6
 SPRINKLER PLAN

SCALE:	1/8"=1'-0"	1:96	FORM SIZE (34.5"x22")
DRAWN BY:	SS	DATE:	2025-11-19
CHECKED BY:	TSJ	DATE:	2025-11-19
PROJECT NO:	23M55	FILE NO:	23M55-PE7

SPO#8

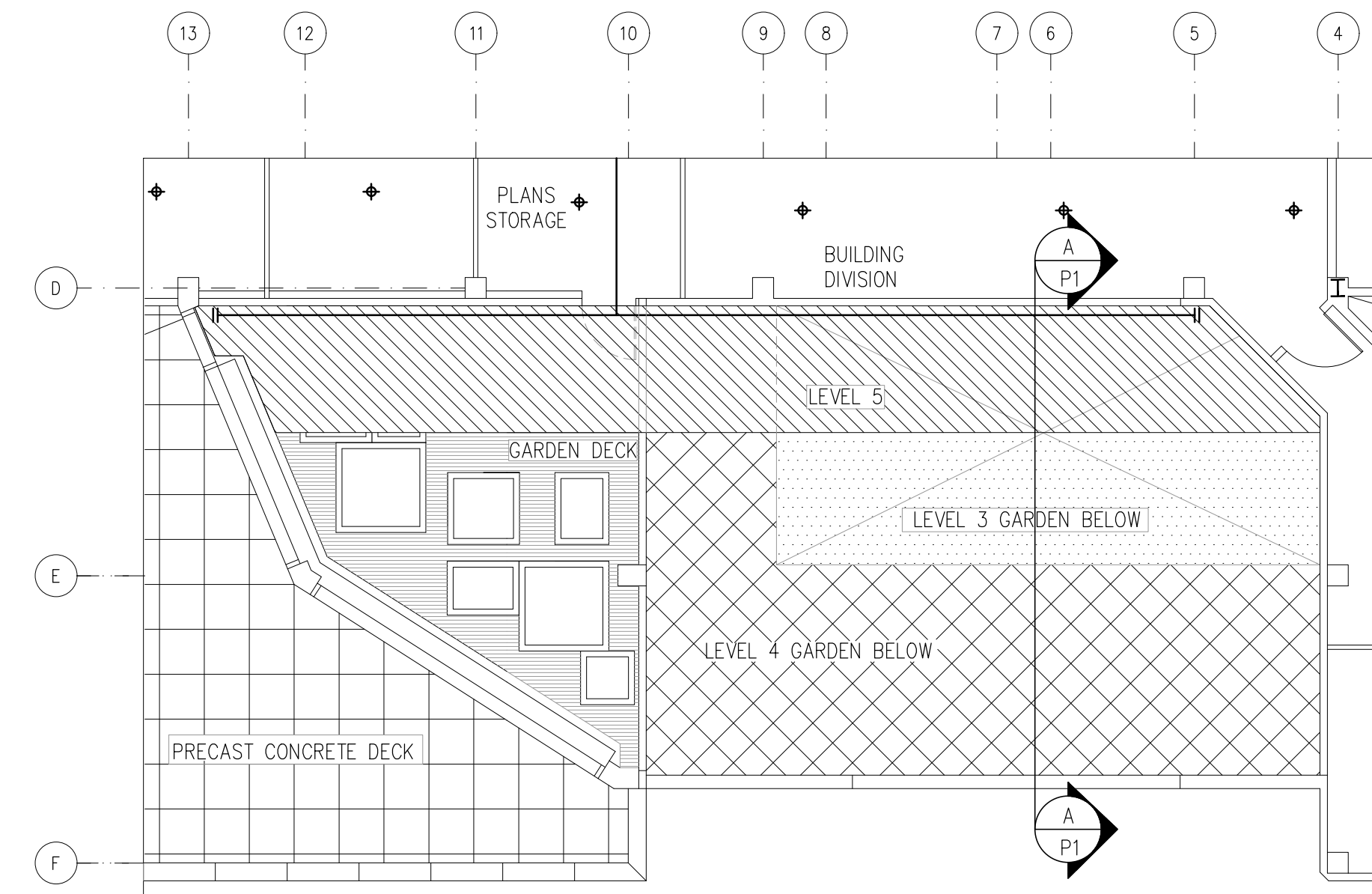
PE7

SHEET NO.	7 OF 10
REV	0



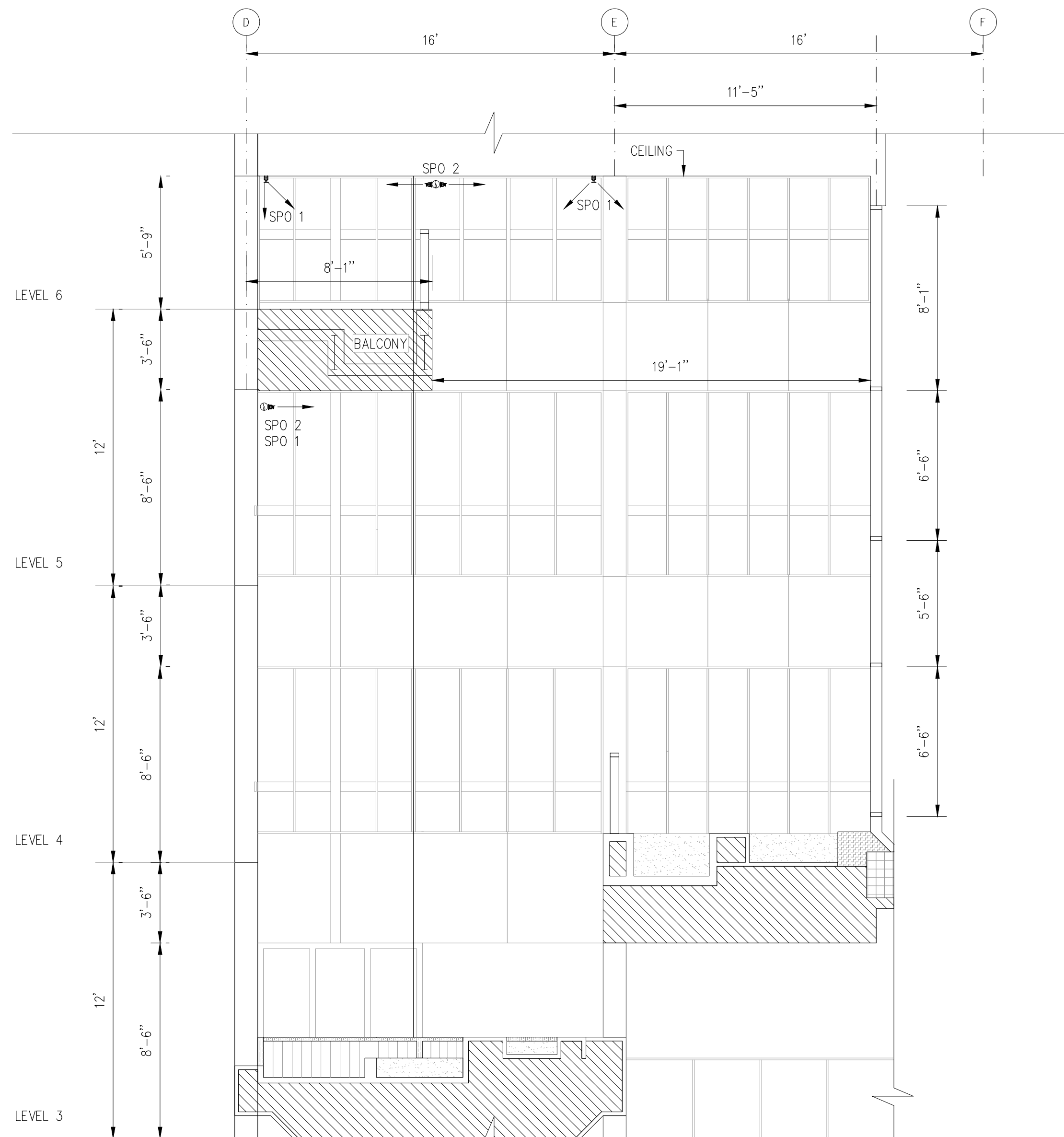
GARDEN COURT PLAN - LEVEL 6

SCALE: 1/8"=1'-0"



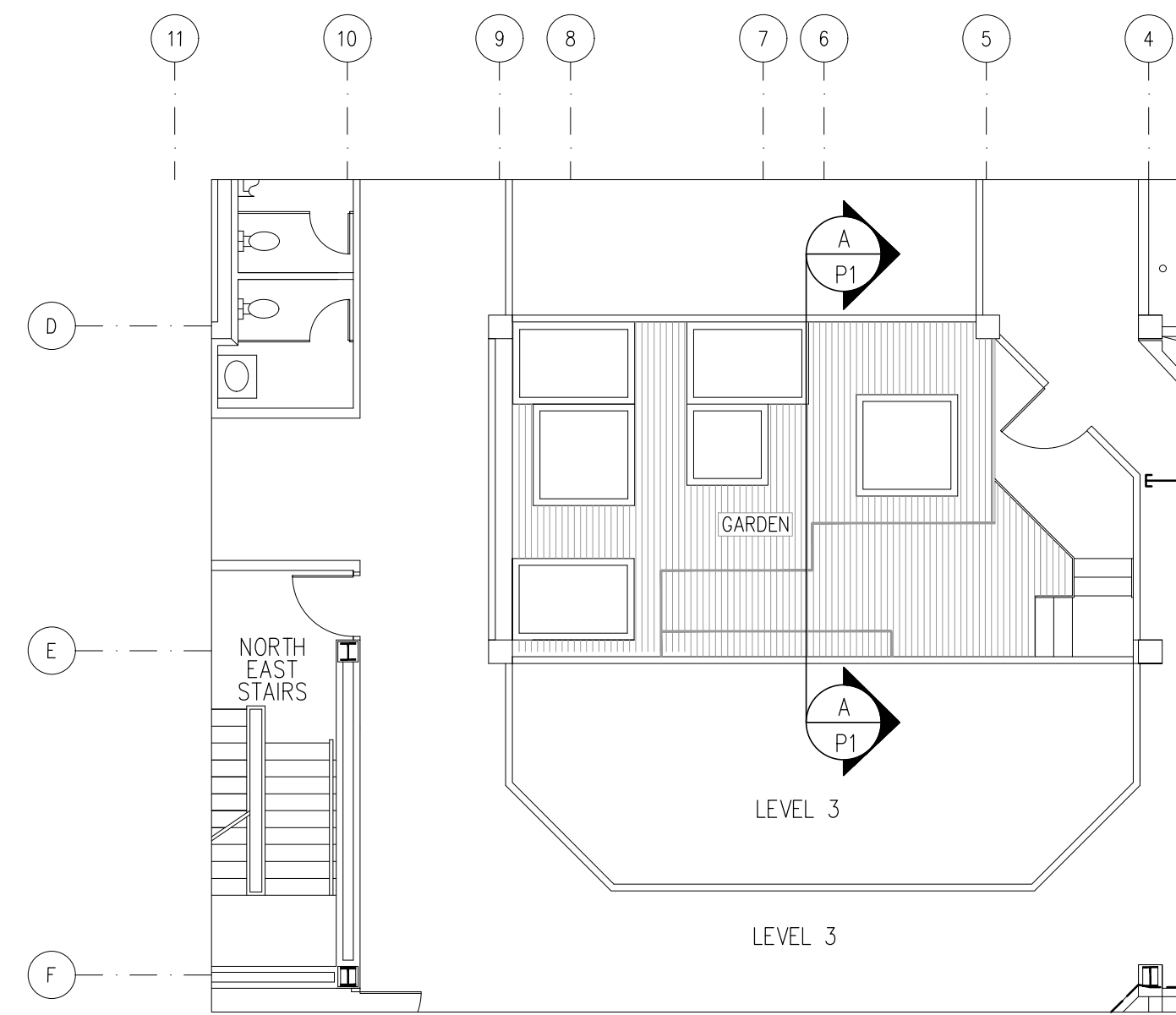
GARDEN COURT PLAN - LEVEL 5

SCALE: 1/8"=1'-0"



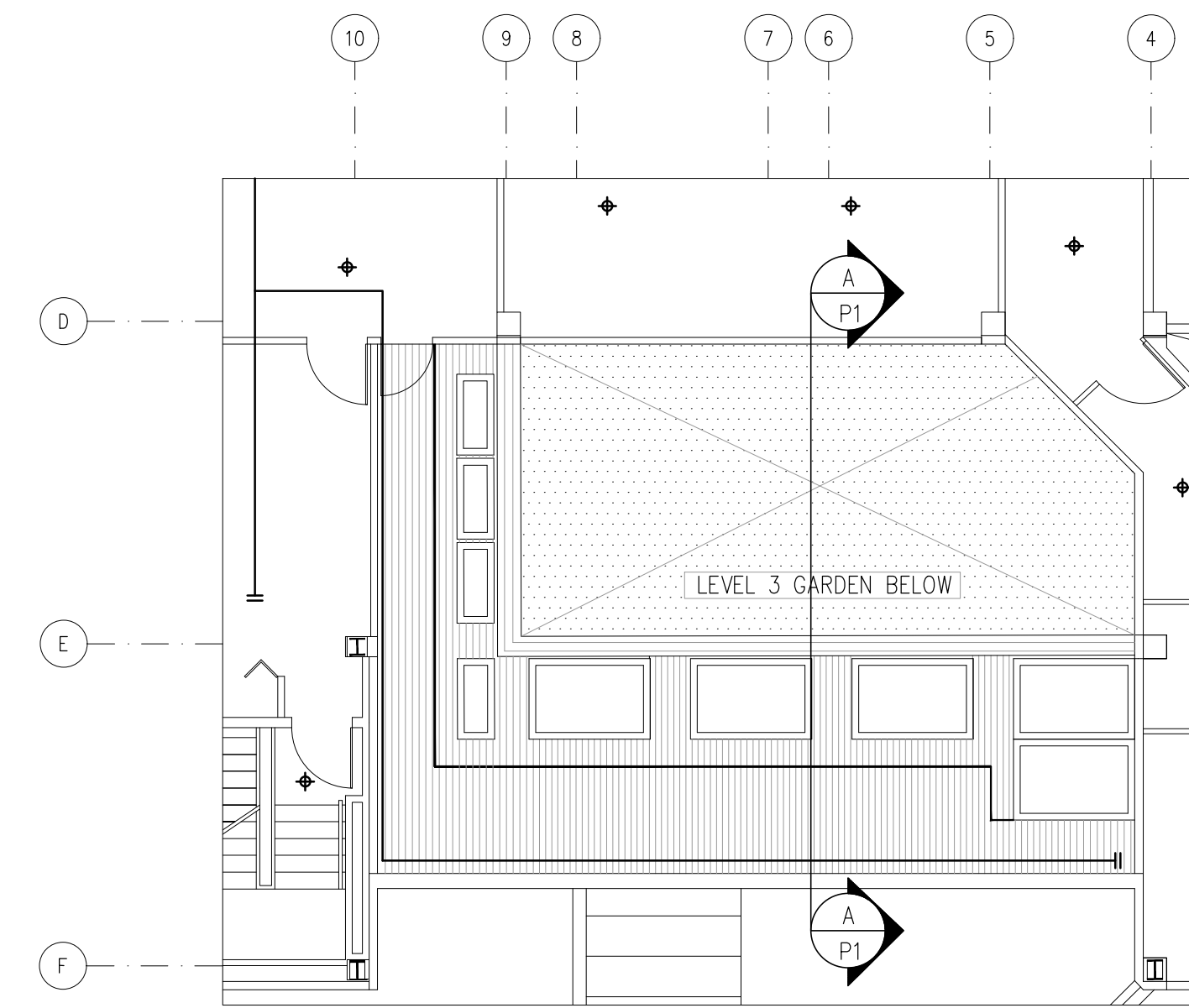
GARDEN COURT AREA SECTION-A

SCALE: 1/4"=1'-0"



GARDEN COURT PLAN - LEVEL 3

SCALE: 1/8"=1'-0"



GARDEN COURT PLAN - LEVEL 4

SCALE: 1/8"=1'-0"

DRAWING LEGEND	
	BELOW SLAB (FLOOR) AREA
	WOODEN FLOOR WITH GARDEN PITS
	LEVEL 4 GARDEN BELOW
	LEVEL 3 GARDEN BELOW
	SPRINKLER PIPE
	PENDENT SPRINKLER

NOTE

BASE PRICE TO EXCLUDE GARDEN AREA SPRINKLERS. GARDEN AREA HYDRAULIC DESIGN TO BE INCLUDED IN THE BASE PRICE.

SPO #1: COMPLETE GARDEN AREA SPRINKLER INSTALLATION INCLUDING SCAFFOLDING AND ALL SPRINKLERS TO BE SURFACE MOUNTED ON 6TH FLOOR CEILING AND UNDER BALCONY. EXPOSED PIPING TO BE PAINTED.

SPO #2: IF HYDRAULIC CALCULATIONS PERMIT, PRICE TO INCLUDE SIDEWALL SPRINKLERS WITH REDUCED SCAFFOLDING. EXPOSED PIPING TO BE PAINTED.

SPO#1, 2



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REV.	DESCRIPTION	DATE
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PROJECT DESCRIPTION:
SPRINKLER SYSTEM UPGRADE
SAULT STE. MARIE CIVIC CENTRE
99 FOSTER DRIVE
SAULT STE. MARIE, ON

DRAWING DESCRIPTION:
PLUMBING
ELEVATION PLAN
GARDEN COURT

SCALE:	AS NOTED	FORM SIZE (34.5"x22")
DRAWN BY:	SS	DATE: 2025-11-19
CHECKED BY:	TSJ	DATE: 2025-11-19
PROJECT NO:	23M55	FILE NO: 23M55-PE9

PE9

SHEET NO.
9 OF 10
0
REV



MET ENERGY SYSTEMS
Consulting Engineering
477 Queen Street East, Suite 304
Sault Ste. Marie, ON P6A 1Z5
Tel: (705) 942-3344
www.meteng.on.ca

TECHNICAL SPECIFICATIONS

CIVIC CENTRE SPRINKLERS & DOMESTIC WATER LINE UPGRADES

PHASE 2

SAULT STE. MARIE CIVIC CENTRE
99 FOSTER DRIVE
SAULT STE. MARIE, ON.

Client:

The Corporation of City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON

TENDER CLOSING: 3:00 p.m. local time Thursday, December 11th, 2025

SITE VISIT: MANDATORY- Wednesday, November 26th, 2025, @ 1:30 p.m.
Meet at the Loading Dock

CITY FILE No.: 2025 PWE-ENG-BS-03-T
**Civic Centre Sprinklers
&
Domestic Water Line Upgrades**

MET PROJECT NO: 23M55
DATE: November 19th, 2025

**Civic Centre Sprinklers &
Domestic Water Line Upgrade**

Sault Ste. Marie Civic Centre
99 Foster Drive, SSM, ON

Section	Title	Number of Pages
	Title Page	
	Table of Contents.....	1
00100	Information to Bidders.....	6
01001	General Requirements.....	13
	Appendix A – CCDC Template	
	Appendix B – DSS-Tulloch, Risk Check Environmental LTD CCDC	

End of Section

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 MET Energy Systems.

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 December 11th, 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.

SITE VISIT: MANDATORY

**Wednesday, November 26th, 2025, @ 1:30 p.m.
Meet at the Loading Dock**

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. BID BOND

Each tender shall be accompanied with a tender deposit in the form of a bid bond to the Corporation of the City of Sault Ste. Marie in the amount equal to **\$100,000.00**.

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 three (3) weeks 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.

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 a minimum of 8 hours per day, 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.

End of Section

1 Definitions

- 1.1 **Owner** – means the Owner or the Owner’s authorized agent or representative as designated to the Contractor in writing, but does not include the consultant.
- 1.2 **Consultant** – means the Engineer, or entity licensed to practice in the territory of the Place of Work. The term Consultant means the Consultant or the Consultant’s authorized representative.
- 1.3 **Work** - means the whole of the Works including all labor, materials, products, and services required to be supplied, installed and/or erected by the Contractor under the Contract.
- 1.4 **Material** - means all commodities, articles, and other things required to be furnished under the Contract.
- 1.5 **Materials & Supplies** - means tools, implements, machinery, vehicles, equipment, commodities and all other articles necessary to perform the Work.
- 1.6 **Contract** - means, but shall not necessarily be limited to, the complete Tender Documents including: Instructions to Bidders, General Conditions, Scope of Work, Service Standards, Tender Form and Tender Attachments (as may be required).

2 Assignment of Contract

- 2.1 Owner has the right to refuse any Contractor or Sub-Contractor.
- 2.2 Work shall be performed under one Contract utilizing the Canadian Construction Document CCDC 2, 2020 - Stipulated Price Contract. The contract shall govern the performance of each section of the specifications.
- 2.2 These General Requirements generally specify work and co-ordination that is the responsibility of the General Contractor but are not intended to define the responsibilities between the Contractor and Sub-Contractors. Ensure that Sub-Contractors fully understand the Contract
- 2.3 Notwithstanding paragraph 2.1, no assignment or sub-Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Owner to an assignee or sub-Contractor
- 2.4 Subject to the preceding provisions of this section, the Contract shall ensure to the benefit of and shall be binding upon the successors and assigns of Owner and the Contractor.

3 Interpretation of Contract

- 3.1 Owner/Consultant shall be the interpreter of the Contract and of the obligations of the Contractor thereunder.

4 Conflict of Interest

- 4.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the Work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it in writing immediately to the Consultant.

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4.2 The Contractor shall provide competent supervision of its Workers, which Workers will be skilled in the tasks assigned to them. This supervisor will be accessible to Consultant and will receive any order or communication relating to the Work on behalf of the Contractor.

Supervisors and Workers not satisfactory to Owner/Consultant shall be removed from the Work and replaced forthwith.

4.3 Any Person involved in the Work will be required to meet the Client Corporation's security clearance criteria.

4.4 It is the responsibility of the Contractor in formulating the bid to ascertain the labor conditions existing at the Place of Work with particular reference to union non-union labor and comply with these conditions. The cost of doing so shall be included in the Tender price.

4.5 The Contractor will cooperate fully with other Contractors or Workers sent to the site of Work.

5 Protection and Housekeeping

5.1 The Contractor shall guard and otherwise protect from damage, the Work, the property of the Owner and property adjacent to the site. The Contractor shall make good all damage resulting from the Contractor's operations or negligence under the Contract at its own expense.

5.2 The Contractor shall repair within seventy-two (72) hours any damage caused by the Contractor.

5.3 The Contractor will daily, upon completion of the day's Work, clear and clean the Work and its site to the satisfaction of, and in accordance with, any decision of the Facility/Project Manager.

6 Site Conditions

6.1 **Before any planning or installation, ALL related divisions shall meet and co-ordinate with General Contractor to determine spacing and routing of all Piping, Ductwork, Conduits, Wiring etc.**

6.2 Dedicated on-site parking shall be indicated to the Contractor by the Owner.

6.3 Materials pertinent to immediate future use shall be stored on site only. No interference of facility operation will be permitted. Dedicated area will be indicated to contractor by owner prior to commencement of work.

6.4 Contractor is solely responsible for all construction aids, hoisting equipment, and all items necessary to complete entire scope of work.

6.5 Construction may take place during normal working hours. If construction poses a disturbance "or" safety issue to standard facility operation, work shall take place after normal working hours at no additional expenses.

7 Debris

7.1 During construction, the trades shall remove from the project site debris caused by their

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work immediately. No corridors shall be blocked and there shall be no interference with any production at any time. All debris removed shall be at the Contractors expense. No On-Site refuse bins shall be used unless approval received in writing by owner.

7.2 The Contractor shall enforce the requirements of this Specification, regulatory authorities and specific requests, which the Prime Consultant may issue.

7.3 Bulk containers which the Contractor may provide for assembly of debris shall: be placed in a convenient area not obstructing the Owner's operations, be covered or otherwise protected, be emptied when full but at a time not obstructing the Owner's use of the grounds. Coordinate efforts to remove debris with the Owner.

8 Notice

8.1 Provide any notices indicated via mail, and e-mail.

9 Records to be kept by the Contractor

9.1 The Contractor shall keep proper accounts and records of the cost of the Work and all expenditures or commitments made by the Contractor including invoices, receipts and vouchers, which shall with two (2) days written notice be open to audit and inspection by Owner or Consultant.

10 Occupational Health and Safety Act

10.1 The Contractor shall provide a qualified staff person on site at all times who is knowledgeable in the obligations of the Act and will ensure that the requirements of the Act are fully complied with.

10.2 It is specifically drawn to the attention of the Contractor that the Occupational Health and Safety Act provides in addition to other matters that;

- A Constructor shall ensure that, on a project undertaken by the Constructor, that the measures and procedures prescribed by this Act and Regulations, are carried out on this project.
- Every employer and every Worker performing work on the project complies with the Act and the Regulations and
- The Health and Safety of Workers on the project is protected.
- The Contractor shall pay all such assessments as will protect him and the City of Sault Ste. Marie from claims under the Workplace Safety and Insurance Act.

11 Health and Safety Qualifications

11.1 The Successful Contractor shall supply the following documents;

- Workers Safety & Insurance Board CAD rating and Certificate of Clearance.
- Certificate of Clearance documentation is to remain current throughout the course of the project with updated certificates submitted to the Consultant.
- Copy of the Signed Contractors Health and Safety Policy with proof of training and listing of programs developed that support the Policy Statement.
- A copy of Proof of Training for each employee, by a valid first aid instructor to show compliance with Workplace Safety & Insurance Act Regulation 110 showing the level of

training and expiry dates, and details of level of First Aid supplies present at work site are required. A signed statement by the Contractor attesting to compliance with the following:

- WHMIS Regulations including proof of annual refresher for all personnel.
- Occupational Health and Safety Act
- Specifically, that all engaged in the project have completed the 'Basics of Fall Protection' training program by the Construction Safety Association of Ontario
- Personal protective equipment required by provincial legislation and Owner's requirements-including but not limited to:
 - Class B Hard Hat
 - Approved CSA Footwear
 - Approved CSA Hearing Protection where necessary
 - Approved Safety Glasses

12 Rejected or Defective Work

- 12.1 Defective or damaged Work, attributable to the Contractor, which has been rejected by either Owner/Consultant or the Client Corporation, shall be replaced and/or made good by the Contractor in accordance with the Contract at the Contractor's expense.
- 12.2 The Contractor shall, at its own expense, rectify and make good any defect in the Work and resulting damage, which may appear within one (1) year from the date of the final acceptance of the Work by Owner.

13 Laws, Notices and Permits

- 13.1 The Contractor shall give the required notices and shall comply with the laws, ordinances, rules, regulations, codes and orders of any authorities and utilities having jurisdiction that relate to the Work and the preservation of public health and safety.
- 13.2 The Contractor is responsible to apply and pay for all permits pertaining to the project.
- 13.3 The Contractor warrants and certifies that it has complied with Article (15) of Federal Regulation number 89, which states that an employer who hires a person in insurable employment shall request the employee to produce to the employer a Social Insurance Number Card within three (3) days after the employee commences employment. Non-compliance with this Article is cause for termination without notice of this Contract.

14 Taxes and Duties

- 14.1 The Contractor shall pay all government taxes and duties, including the **HST**, with respect to the Contract. The Contract Price, set out in the Tender Form is exclusive of the HST.

15 Indemnification by the Contractor

- 15.1 The Contractor shall indemnify and save Owner, their agents and employees harmless, from and against all claims, demands, losses, costs, including legal costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor, its servants, agents and sub-contractors in performing the Work, including an infringement or an alleged infringement of a patent of invention or any other kind of intellectual property.

- 15.2 The Contract between Owner and Contractor contains a clause relieving Owner and any person engaged in the Work from liability for any loss of revenues, loss of profit or any other indirect or consequential damages suffered by the Contractor.
- 16 Insurance**
- 16.1 The Contractor, at its own expense, procure and maintain in force for the duration of this Agreement:
- 16.2 Comprehensive General Liability Insurances, with a minimum limit not less than five million dollars (\$5,000,000.00) inclusive of bodily injury (including death) and property damage per occurrence or series of occurrences arising from one cause. The policy or policies shall cover all operations of the Contractor, products and completed operations, personal injury non-owned automobiles, contractual liability.
- 16.3 Builder's Risk Insurance/Installation Floater (for projects) insuring the full value of any work in the amount of the contract price and the full value, as stated, of products that are specified to be provided by Owner into any work. The policy shall insure against all risks of direct loss or damage and shall apply to all products, labour and supplies of any nature whatsoever, the property of the insured's or others for which the insured's may have assumed responsibility, to be used in or pertaining to site preparation, demolition of existing structures, erection and/or repair or any insured project while on site or in transit.
- 16.4 Professional Liability Insurance Should the work involve professional design, the Owner shall ensure that any Professionals hired shall carry Professional Liability Insurance in the amount not less than \$5,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$50,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to The Corporation of the City of Sault Ste. Marie. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to The Corporation of the City of Sault Ste. Marie. The Corporation of the City of Sault Ste. Marie has the right to request that an Extended Reporting Endorsement be purchased by the Contractor at the Contractor's sole expense.
- 16.5 The foregoing insurance coverages shall be underwritten by an insurer licensed in the province in which the Contractor provides the Services under this Agreement.
- 16.6 Owner is to be added as additional insureds to all of the above policies, but with respect to the operations covered by this Agreement.
- 16.7 The Contractor shall deliver to the Consultant a certificate or certificates of insurance as evidence that the required coverage's are in effect and that Owner shall be given thirty days prior written notice of cancellation or expiry of or material change to such coverages.
- 16.8 It is the sole responsibility of the Contractor to determined what additional insurance coverages, if any, are necessary and advisable for its own protection or to fulfill its obligations under this Agreement. Any such additional insurance shall be provided and maintained by the Contractor at its own expense.

17 Suspension or Termination

17.1 Owner may suspend or terminate the Contract as per CCDC.

18 Applications for Payment and Payment

18.1 The Contractor will make an application for payment monthly as per CCDC.

18.2 Application for payment shall be submitted to Consultant, approved and re-submitted to Owner for release of monies.

18.3 Notwithstanding the number of Work orders or other written notices issued to the Contractor by Owner, within any calendar month, Owner will pay for any Work undertaken by the Contractor under this Contract only once per month.

18.4 Any payment made by Owner shall not be construed as evidence that the Work is satisfactory or in accordance with the Contract.

18.5 **Substantial Performance will not be granted until all Manuals, As-Builts, ESA Certificate, Fire Alarm Verification, owner training, commissioning, City building permit etc. has been completed and submitted. All systems must be operational prior to Substantial Performance being awarded.**

19 Workers Compensation

19.1 The Contractor will provide Owner with current certificates of clearance from the Workers Compensation Board or Commission de la Santé et Sécurité au Travail of the Province in which the Work is being undertaken throughout the course of the Contract.

20 Toxic and Hazardous Substances and Materials

20.1 If the Contractor encounters toxic or hazardous substances or materials the Contractor shall take all reasonable steps to ensure that no person suffers injury, sickness or death and that no property is injured or destroyed as a result of exposure to or the presence of the substances or material and shall immediately report its findings to Owner by telephone or fax and confirm in writing.

20.2 If the Contractor is delayed or incurs additional costs as a result of encountering heretofore-unknown toxic substances or materials the time for performance of the Work shall be extended and the Contractor will be reimbursed its proper costs.

20.3 The Contractor shall dispose of all toxic and hazardous substances and materials in accordance with all federal, provincial and municipal standards, codes and regulations.

20.4 Contractor shall not bring any toxic or hazardous substances or materials to site. If such substances are found they shall be removed and replaced. Contractor will incur all costs associated.

21 Cooperation and Protection

21.1 The Contractor shall cooperate fully with other Contractors or Workers sent onto the Place of Work.

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- 21.2 Perform Work with a minimum disturbance to occupants, public and normal use of the premises.
- 21.3 The Contractor shall give the required notices and shall comply with the laws, ordinances, rules, regulations, codes and orders of Authorities having jurisdiction that relate to the Work, the preservation of public health and to construction safety.
- 21.4 The Contractor will comply with the requirements of the current building use. All required documents are available for study from Owner. Make all provisions for required training from Owner.
- 21.5 The Contractor will be responsible for security for security of the building. Further building shall be secured at end of each shift including locking or securing of all entry points and arming of security system. If failure to secure and arm building owner may require third party security company to be retained at contractor's expense.
- 21.6 The Contractor shall be solely responsible for construction safety at the place of the Work.
- 21.7 Should the prosecution of the Work require interference with any electronic voice and data equipment operated by the Owner then the Contractor will adhere to and comply with the Owner's operational procedure.

22 Controlled Products

- 22.1 The Contractor shall ensure that where substances classified as controlled products under the Control Products Regulations are to be used at the place of the Work, the Contractor shall ensure that his employees receive appropriate training as per Provincial/Federal Regulations and the Workplace Hazardous Materials Information System (WHMIS).
- 22.2 The Contractor shall ensure that all controlled products are identified to the Consultant and shall obtain Material Safety Data sheet (MSDS) for controlled products, which shall be made available at the place of Work.
- 22.3 Owner must be advised when controlled products are brought onto the place of Work.

23 Quality Control

- 23.1 Upon award of Contract the Contractor, if requested, shall submit to Owner a quality management plan indicating quality goals, objectives and implementation processes and proposed reporting mechanisms. Where possible the Contractor shall conform to ISO 9000 standards and practices.

24 Amendments

- 24.1 No amendment of the Contract nor waiver of any of the terms and provisions shall be valid unless effected by a written amendment, signed by authorized representatives of the Contractor and Owner.

25 Entire Agreement

- 25.1 The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

25.2 Valuation of Changes in the Work

25.3 When the valuation of a change in the Work is to be determined either by estimate and acceptance in lump sum, or by cost and a fixed or percentage fee, the valuation shall be in accordance with the following:

Work Performed by Own Forces + 10%
Work Performed by Sub-Contractors + 5%

Contractor to provide detailed breakdown of estimate if requested.

26 Guarantee

26.1 The Contractor shall: a) guarantee all materials and Workmanship used in the Work to be strictly in accordance with the tender documents and to be of the best quality; b) provide a first class job with proper and efficient operations and free from all defects.

26.2 Any defects that may appear in any of the Work within one (1) year after the written acceptance by Owner, (ordinary wear and tear accepted) all be replaced by the Contractor without additional expense to Owner.

26.3 Where any such defects occur, this Contractor shall be held responsible for all costs incurred in making good the defective Work. All damage to other materials, equipment, systems, fixtures, building and landscape caused by such defects, repairs, maintenance and servicing shall be made good at the Contractor's expense.

27 Schedule of Work

27.1 Prepare schedule in form of a horizontal bar chart. Project date shall start at receipt of Building Permit and Contract.

27.2 Provide a separate bar for each major item of work or operation. Split horizontally for projected and actual performance.

27.3 Provide horizontal time scale identifying first work day of each week.

27.4 Format for listings: chronological order of start of each item of work.

27.5 Identification of listings: By specification Section numbers or Systems description.

27.6 Submit initial format of schedules within 10 days after award of Contract.

27.7 Submit schedules in electronic format on disc in file format as required by the Consultant and hard copies.

27.8 Submit two hard copies to Consultant and Owner.

27.9 Submit revised progress schedule with each application for payment.

27.10 Distribute copies of revised schedule to:

- 1) Job site office.
- 2) Subcontractors.
- 3) Other concerned parties

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- 27.11 Instruct recipients to report to Contractor within 10 days, any problems anticipated by timetable shown in schedule.
- 27.12 Work may be carried out during regular working hours or for scheduling purposes after hours, as long as there is no interruption to other operations in the building. If there are noise complaints, or work affecting operations, work will have to be completed after hours. All demolition and heavy construction must be done after hours/weekends.
- 27.13 Regulatory Requirements
- .1 Permits:
 - .1 Provide authorities having jurisdiction with information requested.
 - .2 Pay for and obtain all certificates and permits required including for the building permit.
 - .3 Contractor to provide information as necessary to obtain permits.
 - .4 Date of Construction Schedule to start on the date of receipt of Building Permit
 - .2 Building Codes:
 - .1 The project work has been documented to comply with the requirements of the Ontario Building Code (latest version) and all amendments to date.
 - .2 Modifications to the project must not reduce the requirements of the Ontario Building Code.
 - .3 Conform to local by-laws which amend or expand upon the requirements of the Ontario Building Code, where known.
 - .4 Conform to Ontario Fire Code, latest amendment.
 - .3 Safety Codes:
 - .1 Comply with the requirements of the Ontario Ministry of Labour specifically, and municipal and/or federal authorities as applicable for construction safety on this project.
 - .2 Contractor to include all costs for temporary facilities necessary to comply with safety standards.
 - .3 Conform to local by-laws which amend or expand upon the requirements of the Ontario Building Code, where known.
 - .4 Maintain access to exits at ALL times.
- 28 Extension of Contract**
- 28.1 Extension of Contract will not be granted without providing just cause delivered to Consultant and approved by Owner
- 29 Construction Meeting**
- 29.1 Project meetings will be held regularly, at weekly or bi-weekly intervals as determined at the Pre-construction meeting, throughout the course of the project.
- 29.2 Such meetings shall be attended by representatives of the Owner, Consultant(s), Contractor's Project Supervisor and the Job Superintendent, Mechanical subcontractor,

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Electrical subcontractor and any other subtrades currently working on site, or are imminent to commence working on site, or as requested by the Consultant. Representatives attending the meeting shall have the authority to speak for and make commitments for the Company/Firm being represented.

29.3 The Contractor shall chair the meetings and take and distribute minutes of each subsequent meeting, issue all notices in regard to forthcoming meetings, and arrange for attendance of all trade representatives, and shall provide suitable premises for such meetings.

29.4 Format minutes with section headings as noted below. Append each item with an Action By comment indicating company/firm responsible for follow up (include due date where applicable).

- .1 **Old Business:** review and approval of minutes of previous meeting. Maintain outstanding/unresolved issues in the minutes of the meeting.
- .2 **New Business:**
 - .1 Completed Construction: review of work in progress since previous meeting.
 - .2 Field observations: problems, conflicts and resolutions.
 - .3 Construction Schedule: problems that may impede construction schedule and actions taken to correct.
 - .4 Delivery: review of off-site fabrication and delivery schedules.
 - .5 Impending Construction: work to be completed prior to next meeting and information/coordination required to complete.
 - .6 Safety issues: concerns and accident reports.
 - .7 Changes: proposed changes to contract, status of pricing/approval.
- .3 **Other Business:** Include any additional items deemed necessary by the contractor.

30 Security Clearance

30.1 The Contractor shall, upon request by Owner, provide and cause all persons employed on the Work to provide personal data for Security Clearances purposes. Such security clearance may include criminal background check.

31 Cutting And Patching

31.1 Submit written request in advance of cutting or alteration which affects; Structural integrity of any element of Project, Integrity of weather-exposed or moisture-resistant elements, Efficiency, maintenance, or safety of any operational element, Visual qualities of sight-exposed elements, Work of Owner or separate contractor.

31.2 Inspect existing conditions, including elements subject to damage or movement during cutting and patching.

31.3 Prior to breaking any walls or openings, provide a letter from a professional engineer certifying the method of breaking and patching of the walls is acceptable and will not affect the structural integrity of the building.

31.4 Perform removal, cutting, fitting, and patching to complete the Work.

31.5 Perform work to avoid damage to other work.

31.6 Restore work with new products in accordance with Contract Documents.

31.7 At penetration of fire-rated wall, ceiling, of floor construction, completely seal voids with fire-rated, fire-resistant material, full thickness of construction element.

32 Shop Drawings and Product Data

32.1 "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 the Work.

32.2 Provide Shop Drawings and Product Data for all new Equipment listed within Contract Documents.

32.3 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connection, explanatory notes and other information necessary for completion of Work.

32.4 Adjustments made on shop drawings by Engineer are not intended to change Contract Price.

32.5 **Submit digital copies of shop drawings for each requirement requested in specification Sections and as Engineer may reasonably request for review.**

33 Record Drawings

33.1 After award of Contract, Engineer will provide a PDF set of drawings for purpose of maintaining record drawings. Accurately and neatly record deviations from Contract Documents caused by site conditions and changes ordered by Owner. Use sharp red pencil indicating all deviations from contract documents.

33.2 Identify drawings as "Project Record Copy". Maintain in new condition and make available for inspection on site by Engineer. On completion of each phase of Work and prior to final inspection, submit record documents to Engineer.

34 Maintenance Manuals/Data Books

34.1 **At Substantial Performance, submit to Engineer, a digital copy of operating and maintenance manuals for review.**

34.2 Manuals to contain operational information on sophisticated materials, equipment any maintenance information and part replacements.

34.3 Upon review and approval of digitally submitted manuals. Contractor to provide (2) hard copy manuals which shall be bound 8"x11" and divided in a neat and orderly fashion, along with Digital Copy of Maintenance Manuals.

35 Construction Facilities and Temporary Controls

- 35.1 Existing building will be occupied and cleaned during construction. Execute Work to cause minimum interference with activities in existing construction and maintain maximum safety to occupants. Take reasonable measures to minimize and control noise, dirt and dust during Work.
- 35.2 Before entering existing premises to carry out Work or to obstruct or take out of use any area of existing premises, or to cause any other interference, request meeting with Owner's representative in order to reach agreement as to time and length of time you may cause interference, possess, obstruct or remove from use any such area or services.
- 35.3 Provide construction facilities and temporary controls in order to execute work expeditiously. Remove from site all such work after use.
- 35.4 Furnish and install all necessary temporary wiring and panels and upon completion of the Work, remove all such temporary facility.
- 35.5 Furnish and install area distribution boxes so located that the individual trades may use 30 m (100') maximum length extension cords to obtain adequate power and artificial lighting at all points where required for the Work, for inspection and safety.
- 35.6 Telephone: Contractor to make their own arrangements for telephone facilities.
- 35.7 One (1) Existing facility (clearly indicated before commencement of work by owner) within the building are available for the Contractor's use. Keep facilities clean and neat.
- 35.8 Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the Work. Remove all such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by the Engineer.
- 35.9 Contractor is responsible to provide temporary heating and ventilation as required to ensure building meets OBC/Owner standards. Provide minimum temperature of 18 deg. C during heating season until main source of heating can be commissioned and project is completed and signed off.
- 35.10 All cost for temporary measures is the responsibility of the Contractor.
- 35.11 Upon award of the Contract review the project site and provide a proposed Construction Area Map at the Pre-Construction meeting which indicates the following:
1. Contractor equipment access to site
 2. Construction parking
 3. Material storage areas
 4. Construction Trailer locations
 5. Sanitary Facilities
 6. Limit of construction (and location of construction barricade)
 7. Safety and First Aid Stations
 8. Security Station

In preparing map do not restrict the Owners use of the Property.

**Civic Centre Sprinklers &
Domestic Water Upgrades**

Sault Ste. Marie Civic Centre
99 Foster Drive, SSM, ON

-
- 35.12 Revise map as required and circulate to all construction forces. Direct all subtrades and suppliers to provide deliveries to approved areas.
- 35.13 During any contract operations involving equipment stationed at ground level, or presenting a hazard to people or traffic at ground level, provide temporary barricades, walks, hoarding, covered walks, and the like to permit safe passage of persons to and from all building entrances and exits.
- 35.14 Do not, at any time, restrict fire fighting access to the building or site.
- 35.15 Keep designated parking areas clean at all times and, on job completion, provide ongoing repair to temporary surfaces to eliminate ruts, bumps and other deterioration due to use by the Contractor and their trades.
- 35.16 Obtain and pay for additional storage or work areas off site as needed for operations.
- 35.17 Provide dust and safety barriers between occupied and construction space and allow access through to other areas in the building.

36 Certificates And Transcripts

- 36.1 Prior to signing of the Contract, submit the following:
- 36.2 Liability Insurance Policy, General Conditions as amended by the Supplementary Conditions, Name of the Contractor's Superintendent, Certificate of Clearance from the Workers' Compensation Board, Construction Schedule of Work, and any other items requested.
- 36.3 Prior to the application of first payment claim, submit the following:
- 36.4 Schedule and Schedule of Values, Estimate of Monthly Progress Claims Job Progress Schedule Updates, and any other items requested.
- 36.5 Prior to submission of final payment claim, submit the following:
- 36.6 Record Drawings, Maintenance Manuals/Data Books, Final inspection certificate by Electrical Safety Authority, Statutory Declaration, Certificate of Clearance from Workers' Compensation Board and any other items requested.

End of Section

APPENDIX 'A'

CCDC Template

CCDC 2

Stipulated Price Contract

2020

Name of Project

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
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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

CCDC 2 STIPULATED PRICE CONTRACT

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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.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement made on _____ day of _____ in the year _____.
by and between the parties

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

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

ARTICLE A-1 THE WORK

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for *(insert below the description or title of the Work)*

located at *(insert below the Place of the Work)*

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

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 _____ day of _____ in the year _____ and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover*, by the _____ day of _____ in the year _____.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the 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

*

** (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:

/100 dollars \$

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

/100 dollars \$

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

/100 dollars \$

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

*name of Owner**

address

email address

Contractor

*name of Contractor**

address

email address

Consultant

*name of Consultant**

address

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

signature

name of Owner

name of person signing

signature

name and title of person signing

WITNESS

CONTRACTOR

signature

name of Contractor

name of person signing

signature

name and title of person signing

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

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*.

APPENDIX 'B'
DSS

Tulloch
&
RiskCheck Environmental Ltd.



MEMO REPORT

DATE: February 2, 2022
TO: Corporation of the City of Sault Ste. Marie
FROM: TULLOCH Engineering
PROJECT: 21-1120
SUBJECT: Designated Substance Summary

TULLOCH Engineering (TULLOCH) was commissioned by the Corporation of the City of Sault Ste. Marie (Client) to complete a pre-renovation focused designated substance and hazardous materials survey (FDS&HMS) in support of the proposed interior renovations of the building located at 99 Foster Drive, Sault Ste. Marie, Ontario (the 'Site').

The objective of this FDS&HMS was to provide a comprehensive summary of substances that require removal and/or management prior to completing renovation at the Site. The FDS&HMS included the collection of building material samples suspected of containing asbestos and lead. Furthermore, the Site was investigated for the potential presence of designated substances as defined by Ontario Regulation 490/09 (O. Reg. 490/09) and hazardous materials as defined by various regulations.

TULLOCH understands that the entire building assessed is scheduled for focused renovations. More specifically the main entrance lobby will be undergoing renovations while the sprinkler system will be undergoing upgrades throughout the Site. TULLOCH's survey focused on all areas that were identified to be renovated in drawings prepared by MET Energy Systems and David Ellis Architect Inc. Based on TULLOCH's FDS&HMS, the following designated substances and potentially hazardous materials were identified within the Site:

- Drywall joint compound was found throughout the building. Drywall joints on walls, ceilings and bulkheads were noted to have varying quantities of drywall joint compound. One set of three drywall joint compound samples was collected and sent for analysis (S-002A-C).

Drywall joint compound contains chrysotile asbestos. All drywall finishes throughout the Site should be considered to contain asbestos unless additional testing proves otherwise.

- Parging cement insulation was found on pipe elbows and joints throughout the building on fibreglass insulation. Three samples of the parging cement insulation were collected and sent for analysis (S-004A-C). Parging cement on pipe elbows and joints throughout the building contains chrysotile asbestos.
- Texture coat on ceilings in the council chambers and Hamilton room has previously been identified to contain chrysotile asbestos. All texture coat present within the two rooms and any adjacent rooms is considered to contain chrysotile asbestos.

Due to the limited visibility above the ceiling tiles and behind walls it is possible some asbestos containing pipe insulation on straights and elbows could be present in concealed areas. Additional pipes might be present in wall cavities or under mill work. If any pipe insulation is encountered which is not fibreglass wrapped with canvas or a paper/foil jacket, it should be assumed to be asbestos containing.

Destruction of concrete block walls may reveal some older pipe insulation that could not be quantified during the survey without complete demolition. When demolishing walls, the contractor should pay careful attention to the type of pipe insulation and report any materials that differ from those identified in this report.

- Lead is considered to be present throughout the Site in wiring connectors, grounding conductors, solder and emergency back-up lights (lead-acid batteries).
- Very low levels of lead were found in beige paint (LP001) on some ductwork in mechanical rooms and above ceilings. Beige paint contains 0.0345% lead.
- Very low levels of lead were found in grey floor paint (LP002) which was observed in some mechanical rooms. Grey paint contains 0.088% lead.
- All fluorescent light tubes contain mercury vapour.
- All T5, T8 and T12 fluorescent light fixtures scheduled for removal should be dismantled and inspected for older PCB containing ballasts. Any fixtures that were retrofit to accept T8 and T5 bulbs may contain older PCB containing ballasts.
- Concrete materials, which have the potential of containing silica, were used in masonry, mortar, brick and concrete materials used for floors and walls throughout the structure.

All designated substances shall be removed or managed in place in accordance with all applicable provincial regulations. The removal of all designated substances shall be carried out by qualified



and appropriately trained workers in accordance with all provincial regulations. All contractors shall provide a written work plan for review, outlining how designated substances will be managed or abated prior to commencing with any work.



2023 ANNUAL ASBESTOS CONTAINING MATERIALS REASSESSMENT

**Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario**



Prepared for:

The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario, P6A 5X6

Prepared by:

RiskCheck Environmental Ltd.
4211 Yonge Street, Suite 605
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**Report Date: October 5, 2023
RiskCheck Project No. 30803**



EXECUTIVE SUMMARY

RiskCheck Environmental Ltd. (RiskCheck) was retained by The Corporation of the City of Sault Ste. Marie (The City, Client) to conduct the 2023 Annual Asbestos Containing Materials (ACM) Reassessment in the building known as Civic Centre, located at 99 Foster Drive in Sault Ste. Marie, Ontario (subject building).

The 2023 Annual ACM Reassessment was requested by The City for long-term management of ACM in the subject building and to meet the requirements of Ontario Regulation (O. Reg.) 278/05 – *Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations* (as amended by O. Reg. 450/19).

Fieldwork was conducted on August 29, 2023 and included a visual inspection of previously identified ACM in the accessible areas of the subject building to identify changes that have occurred to the conditions and quantities of the known ACM, and to document any previously unidentified ACM that was observed.

Summary of Findings

The following asbestos containing materials were identified in the subject building:

- Parging cement pipe fitting insulation;
- Vinyl floor tiles;
- Drywall joint compound;
- Textured ceiling finishes; and
- Asbestos cement (Transite) panels.

Asbestos containing parging cement fittings were observed to be in fair condition (water damage and mould growth) in the penthouse mechanical room (approximately nine (9) fittings) and require removal or encapsulation. All other ACM in the subject building was observed to be in good condition. Refer to Appendix A for details regarding quantities, specific locations, and recommended corrective actions for ACM.

Summary of Recommendations:

Based on the results of the 2023 Annual ACM Reassessment, the following recommendations are provided:

- 1) This 2023 Annual ACM Reassessment report should be read in conjunction with previous ACM related reports for the subject building.
- 2) Approximately nine (9) asbestos containing parging cement fittings were observed to be in fair condition (water damage and mould growth) in the penthouse mechanical room. It is recommended that the fair condition parging cement fittings be removed or encapsulated following Type 2 Glove Bag asbestos work procedures per O. Reg. 278/05 (as amended).

- 3) Any disturbance or removal of ACM must be completed by trained and qualified personnel following appropriate asbestos abatement work procedures as defined in O. Reg. 278/05 (as amended).
- 4) Known ACM must continue to be managed through the on-site Asbestos Management Program (AMP) for the subject building.
- 5) Reassess the asbestos containing materials and update the asbestos record at least once in a 12-month period.
- 6) Perform an intrusive Hazardous Building Materials Survey prior to any renovation or demolition work.

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Appendix B – Representative Site Photographs

Appendix C – Figures

Appendix D – Limitations, Terms and Conditions of Retainer

1.0 INTRODUCTION

RiskCheck Environmental Ltd. (RiskCheck) was retained by The Corporation of the City of Sault Ste. Marie (The City, Client) to conduct the 2023 Annual Asbestos Containing Materials (ACM) Reassessment in the building known as Civic Centre, located at 99 Foster Drive in Sault Ste. Marie, Ontario (subject building).

The Annual ACM Reassessment was performed by Theresa Treasure on August 29, 2023. Access to the subject building was provided by Mr. Ron Bax, a representative of The City, who accompanied the RiskCheck representative during the site visit.

The 2023 Annual ACM Reassessment was requested by The City for long-term management of ACM in the subject building and to meet the requirements of Ontario Regulation (O. Reg.) 278/05 – *Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations* (as amended by O. Reg. 450/19). The purpose of the reassessment was to identify any changes that may have occurred to the conditions and quantities of the known ACM that were previously identified in the subject building, update the supporting documents, and document any newly identified ACM that may have been observed.

2.0 SCOPE OF WORK

The Annual ACM Reassessment conducted by RiskCheck consisted of the following:

- Review of previous environmental reports (including previous surveys, drawings, abatement reports etc.) pertaining to the subject building provided to RiskCheck by the Client;
- Visual inspection and/or inquiry with the site contact as to the condition of known ACM based on locations and quantities previously reported;
- Update the 2022 ACM Reassessment summary table and figures where necessary;
- Obtain representative site photographs of previously identified ACM; and
- Preparation of a report summarizing the findings of items above and providing recommendations as necessary regarding the ongoing management of ACM identified at the subject building.

3.0 BUILDING DESCRIPTION

At the time of the site visit, the subject building was noted with the following details:

Component	Subject Building Features
Building Use:	Municipal offices
Number of Buildings	One (1)

Component	Subject Building Features	
Number of Levels:	Seven-storeys above grade	
Approximate Building Area:	<u>Square Metres (m²)</u> : 8,687	<u>Square Feet (ft²)</u> : 93,510
Year of Construction:	1974	Known Additions / Renovations: 2018
Flooring Finishes:	Carpet, concrete, quarry tiles, and vinyl floor tiles	
Wall Finishes:	Concrete block and drywall	
Ceiling Finishes:	Acoustic lay-in ceiling tiles, metal panels, and textured finishes	
Building Structure:	<u>Floor</u> : Concrete	
	<u>Wall Frame</u> : Concrete block structural steel (e.g., columns)	
	<u>Ceiling Frame</u> : Structural steel (e.g., beam, deck, joist)	
Building Exterior Facade:	Enamel panels and glazing	
Roofing Type:	Unknown (roof not within scope)	
Heating, Ventilation and Air Conditioning (HVAC):	Boiler units providing hot water heating to perimeter radiators and air handling units, and chillers providing chilled water to air handling units	

The subject building was occupied by The City at the time of the site visit.

RiskCheck relied on The City to provide access to locked or limited-access areas of the subject building on the date of the site visit. All areas of the subject building with previously identified ACM were accessible at the time of the 2023 Annual ACM Reassessment.

4.0 RECORDS REVIEW

As part of the 2023 Annual ACM Reassessment, RiskCheck reviewed the following reports:

- “City of Sault Ste. Marie, Asbestos Re-Surveys 2016, Master Summary” excel file, prepared for The City by Harris Building Science Inc.;
- “2018 Annual Asbestos Containing Materials Reassessment, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario” report, prepared for The City by RiskCheck, dated October 12, 2018;
- “2019 Annual Asbestos Containing Materials Reassessment, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario” report, prepared for The City by RiskCheck, dated October 31, 2019;
- “2020 Annual Asbestos Containing Materials Reassessment, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario” report, prepared for The City by RiskCheck, dated October 30, 2020;

- “2021 Asbestos Containing Materials Reassessment, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario” report, prepared for The City by RiskCheck, dated September 30, 2021; and
- “2022 Asbestos Containing Materials Reassessment, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario” report, prepared for The City by RiskCheck, dated November 24, 2022.

As identified in the above noted environmental reports, building materials that were presumed or confirmed to be ACM are summarized in the 2023 Annual ACM Reassessment summary table provided in Appendix A.

5.0 METHODOLOGY

The 2023 Annual ACM Reassessment consisted of a visual (non-intrusive) inspection of ACM that were previously identified and reported to be present in the subject building. Any changes to the inventory of ACM onsite; specifically changes to the condition, quantity, location, friability, accessibility, and likelihood of damage were documented and are presented in this report. Selected photographs from the 2023 Annual ACM Reassessment are provided in Appendix B. Changes to the site figures where applicable, were completed and are provided in Appendix C.

5.1 *Potential for Asbestos-Containing Materials in Inaccessible Areas*

Due to the non-destructive nature of the ACM reassessment, concealed ACM may potentially be present under multiple layers of floor, wall, or ceiling finishes; under heavy or fixed objects (e.g., safes, HVAC units, cabinets, shelves, etc.); inside void spaces (e.g., pipe chases, fire barriers, etc.); or in areas of low visual accessibility (e.g., limited wall or ceiling hatches in solid finishes).

Furthermore, the materials listed below are generally excluded during an assessment due to the potential for irreparable damage to the building components from sampling and due to safety or accessibility issues. The presence of asbestos is presumed in the materials noted below.

- Components or wiring within motors or lights
- Exterior cladding, soffit and fascia boards on building
- Mechanical packing, ropes and gaskets
- Vermiculite above solid ceilings, inside masonry or other wall assemblies
- Concrete levelling compound (for floors)
- Fire-door cores
- Refractory brick in boilers or incinerators
- Asbestos cement (Transite) pipe and panels
- Dust in ductwork
- High voltage wiring
- Underground services or piping
- Roofing materials

Where present in the subject building, the above-listed items should be presumed to contain asbestos until proven otherwise by bulk sampling and laboratory analysis.

6.0 SITE FINDINGS

6.1 *Previously Identified ACM*

At the time of the 2023 Annual ACM Reassessment site visit, ACM that were previously identified and recorded to be present in the subject building were generally observed to be in good condition and in similar quantities when compared to the previous environmental reports listed in Section 4.0 with the following exceptions:

- Approximately 20 ft² of asbestos containing 12"x12" tan with brown and white streaks vinyl floor tiles were previously observed to be loose in the 1st floor central filing room. The loose vinyl floor tiles were not observed at the time of the 2023 site visit. An asbestos abatement report was not made available to RiskCheck; and
- Approximately nine (9) asbestos containing parging cement fittings were observed to be in fair condition (water damage and mould growth) in the penthouse mechanical room. It is recommended that the fair condition parging cement fittings be removed or encapsulated following Type 2 Glove Bag asbestos work procedures per O. Reg. 278/05 (as amended).

It should be noted that additional ACM could exist in visually inaccessible areas or areas of the subject building that were not made accessible to the RiskCheck site representative.

6.2 *Additional Identified ACM*

During the 2023 Annual ACM Reassessment, additional confirmed ACM were observed in the following areas of the subject building.

- Asbestos-containing parging cement fitting insulation previously identified in the building was newly observed in the electrical equipment room on the 2nd floor (2 fittings), 3rd floor (4 fittings), 4th floor (2 fittings), and 5th floor (4 fittings); and
- Asbestos containing 12"x12" tan with brown and white stripes vinyl floor tiles previously identified in the building was newly observed in the north stairwell on the second and third floors.

The approximate quantities and locations of the building materials determined or confirmed to contain asbestos are summarized in Appendix A. Selected photographs of newly identified asbestos containing materials are included in Appendix B.

It should be noted that additional ACM could exist in visually inaccessible areas or areas of the subject building that were not made accessible to the RiskCheck site representative.

7.0 RECOMMENDATIONS

Based on the results of the 2023 Annual ACM Reassessment, the following recommendations are provided:

- 1) This 2023 Annual ACM Reassessment report should be read in conjunction with previous ACM related reports for the subject building.
- 7) Approximately nine (9) asbestos containing parging cement fittings were observed to be in fair condition (water damage and mould growth) in the penthouse mechanical room. It is recommended that the fair condition parging cement fittings be removed or encapsulated following Type 2 Glove Bag asbestos work procedures per O. Reg. 278/05 (as amended).
- 2) Any disturbance or removal of ACM must be completed by trained and qualified personnel following appropriate asbestos abatement work procedures as defined in O. Reg. 278/05 (as amended).
- 3) ACM must continue to be managed through the on-site Asbestos Management Program (AMP) for the subject building. The AMP should be inclusive of asbestos and regulatory background, asbestos records, procedures to notify building occupants and contractors, work procedures, and training requirements for workers.
- 4) As part of the on-going management of ACM within the subject building and to maintain compliance with O. Reg. 278/05 (as amended); the ACM must be inspected to determine if the conditions of the ACM have changed and if they may require repair or removal and the asbestos record must be updated at least once in a 12-month period.
- 5) This assessment was not conducted for renovation or demolition purposes. In the event of renovation or demolition activities, an intrusive Hazardous Building Materials Survey of the proposed renovation/demolition areas shall be required to determine the presence/absence of designated substances and hazardous building materials in those areas prior to any construction related disturbance of the building materials, to maintain compliance with O. Reg. 490/09 – *Designated Substances* (as amended by O. Reg. 189/19).

8.0 CLOSURE

This report was prepared for the exclusive use of The Corporation of the City of Sault Ste. Marie, (The City, Client). The report may not be relied upon by any other person or entity without the express written consent of RiskCheck Environmental Ltd. (RiskCheck) and The City. Any use that a party makes of this report, or any reliance on decisions made based on it, is the sole responsibility of such parties. RiskCheck accepts no responsibility for damages, if any, suffered by any party as a result of decisions made or actions based on this report.

The information and conclusions contained in this report are based upon work undertaken by trained professional and technical staff in accordance with generally accepted engineering and scientific practices current at the time the work was performed. Some of the information presented in this report may have

been provided through existing documents and/or interviews. For this Annual ACM Reassessment, the information provided in reports provided to RiskCheck was not verified. Conclusions presented in this report should not be construed as legal advice. No assurance is made regarding changes in conditions or practices subsequent to the time of the investigation.

The conclusions presented represent the best judgement of the assessor, based on the limited activities carried out. Due to the nature of the subject building, the assessor cannot warrant against undiscovered asbestos containing materials that may still exist behind solid walls or ceilings, concealed by other enclosures/barriers, or under stored/heavy items, which would not have been visible during the inspection activities.

RiskCheck makes no other representation whatsoever, including those concerning the legal significance of its findings, or as to the other legal matters addressed incidentally in this report, including but not limited to the application of any law to the facts set forth herein. With respect to regulatory compliance issues, regulatory statutes are subject to interpretation. These interpretations may change over time, thus The City should review such issues with appropriate legal counsel. The asbestos containing materials locations and conclusions provided are based on information obtained from visual inspection and limited sampling carried out, at the specific test locations, and information obtained from the building personnel. The results can only be extrapolated to an undefined area around the test locations. It is possible that additional, concealed asbestos containing materials may become evident during demolition/renovation activities.

Any quantities or areas (including but not limited to damaged areas, asbestos containing materials, etc.) provided in this report are order-of-magnitude values or estimates and should not be considered as exact values. Should there be a requirement for abatement (e.g., asbestos), the estimated quantities or areas noted are not to be used for tender documents or providing quotations or for any other business decisions without prior consent from RiskCheck. A more detailed site investigation may be required to verify the quantity and/or areas of materials and site conditions that may affect the overall project cost. Furthermore, it is important to note that the conditions of the potential hazardous building materials may have changed since the time of the RiskCheck site visit or investigation. RiskCheck will not be held responsible for any deviations in the estimated quantities or areas documented.

A copy of our Limitations, Terms and Conditions of Retainer is appended to this report as Appendix D and applies to all work performed.

We trust this report meets your current requirements. Should you have any questions or require clarification or additional information, please do not hesitate to contact the undersigned.

Respectfully submitted,

RISKCHECK ENVIRONMENTAL LTD.



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APPENDIX A

2023 ANNUAL ASBESTOS CONTAINING MATERIALS SUMMARY TABLE

2023 ASBESTOS CONTAINING MATERIALS SUMMARY TABLE

CITY OF SAULT STE. MARIE		CONSTRUCTION DATE: 1974		RiskCheck Environmental Ltd. 4211 Yonge Street, Suite 605 Toronto, Ontario, M2P 2A9 Tel: (416) 640-2444			
ACM REASSESSMENT SURVEY		LOCATION: 99 Foster Drive - Civic Centre		SURVEY DATE: AUGUST 29, 2023			
		Y = YES		N = NO			
		P = Presumed		-CONDITION CODE:			
				G = Good			
				F = Fair (repairs required)			
				P = Poor (immediate repair or removal is required)			
FLOOR	SUITE DESCR.	ASBESTOS DETECTED?	SYSTEM (S)	HAZARD	FRIABLE?	CODE	COMMENTS
	Exterior	Y	Soffit	Transite Cladding	No	G	Under the window and loading dock overhangs. Manage in place.
	Exterior - Main Entrance	Y	Rainwater Leader (RWL)	Parging Cement Fitting	Yes	Unknown	1 fitting. RWL concealed by exterior soffit panels. Manage in place.
1	Mechanical	Y	Domestic Cold Water (DCW)	Parging Cement Fitting	Yes	G	20 fittings. Manage in place.
1	Mechanical	Y	Domestic Hot Water (DHW)	Parging Cement Fitting	Yes	G	6 fittings. Manage in place.
1	Mechanical	Y	River Water Supply & Return Chilled Water	Parging Cement Fitting	Yes	G	4 fittings. Manage in place.
1	Mechanical	Y	Supply & Return (CHWS&R)	Parging Cement Fitting	Yes	G	20 fittings. Manage in place.
1	Telephone Room	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 200 ft ² Manage in place.
1	Central Filing	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 670 ft ² Manage in place.
1	Central Filing	Y	Flooring	12" Floor Tile	No	N/A	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 20 ft ² of loose tiles previously noted were not observed during 2023 site visit and presumed to have been removed.
1	Central Filing	Y	DHW	Parging Cement Fitting	Yes	G	10 fittings. Manage in place.
1	Central Filing	Y	DCW	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
1	Corridor 4	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 142 ft ² Manage in place.
1	Kitchen	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 288 ft ² Manage in place.
1	Garage - Central File 2	Y	RWL	Parging Cement Fitting	Yes	G	8 fittings. Manage in place.
1	Vehicles	Y	RWL	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
1	Garage	Y	RWL	Parging Cement Fitting	Yes	G	4 fittings. Manage in place.
1	Lunch Room	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 192 ft ² Manage in place.
1	Staff Room	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 240 ft ² Manage in place.

2023 ASBESTOS CONTAINING MATERIALS SUMMARY TABLE

FLOOR	SUITE DESCR.	ASBESTOS DETECTED?	SYSTEM (S)	HAZARD	FRIABLE?	CODE	COMMENTS
1	Vending Machine Room	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 100 ft ² Manage in place.
1	Office Services	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 1,200 ft ² Manage in place.
1	Electrical Closet by Elevators	Y	Domestic Water (DW)	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
2	Mechanical	Y	CHWS&R	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
2	Electrical Equipment	Y	CHWS&R	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
2	North Stairs	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 112 ft ² Manage in place.
3	Mechanical	Y	CHWS&R	Parging Cement Fitting	Yes	G	3 fittings. Manage in place.
3	Council Chambers	Y	Ceiling	Texture Finish	Yes	G	3,000 ft ² Manage in place.
3	Kitchen	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 112 ft ² Manage in place.
3	Hamilton Room	Y	Ceiling	Texture Finish	Yes	G	1,100 ft ² Manage in place.
3	Garden	Y	Wall	Transite Cladding	No	G	Manage in place.
3	Electrical Equipment	Y	CHWS&R	Parging Cement Fitting	Yes	G	4 fittings. Manage in place.
3	North Stairs	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 112 ft ² Manage in place.
4	Garden	Y	Wall	Transite Cladding	No	G	Manage in place.
4	Mechanical	Y	CHWS&R	Parging Cement Fitting	Yes	G	6 fittings. Manage in place.
4	Electrical Equipment	Y	CHWS&R	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
5	Upper Atrium	Y	Wall	Transite Cladding	No	G	Manage in place.
5	Garden	Y	Wall	Transite Cladding	No	G	Manage in place.
5	Mechanical	Y	CHWS&R	Parging Cement Fitting	Yes	G	4 fittings. Manage in place.
5	Electrical Equipment	Y	CHWS&R	Parging Cement Fitting	Yes	G	4 fittings. Manage in place.
6	Garden Below	Y	Wall	Transite Cladding	No	G	Manage in place.
6	West Stairs	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles. Observed solely on the treads. Manage in place.

2023 ASBESTOS CONTAINING MATERIALS SUMMARY TABLE

FLOOR	SUITE DESCR.	ASBESTOS DETECTED?	SYSTEM (S)	HAZARD	FRIABLE?	CODE	COMMENTS
PH	Mechanical	Y	CHWS&R	Parging Cement Fitting	Yes	F	9 fittings. Insulation was observed with apparent mould growth. Remove or encapsulate following Type 2 Glove Bag asbestos abatement procedures as outlined in O. Reg. 278/05.
PH	Mechanical	Y	RWL	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
PH	Mechanical	Y	Domestic Water (DW)	Parging Cement Fitting	Yes	G	8 fittings. Manage in place.
PH	Lobby	Y	Wall	Drywall Compound	No	G	Manage in place.
PH	Elevator Machine Room	Y	RWL	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
All Floors	Central Stairs	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - Each floor approximately 60 ft ² . For the 6th floor, these are only observed on the treads. Manage in place.
All Floors	Tel/Elec Room by Elevators	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - Each floor approximately 80 ft ² . Manage in place.
All Floors	Electrical Equipment	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - Each floor approximately 50 ft ² . Manage in place.

APPENDIX B

REPRESENTATIVE SITE PHOTOGRAPHS



Photo 1: View of visible suspect mould growth (see arrow) on an asbestos containing parging cement insulated pipe fitting in the penthouse mechanical room of the subject building.

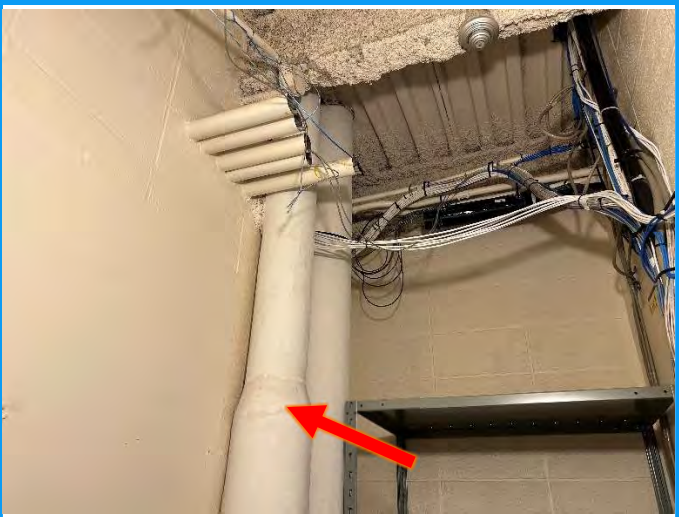


Photo 2: Typical view of the newly observed parging cement insulated pipe fittings (see arrow) observed in the electrical equipment rooms in the subject building.



Photo 3: Typical view of asbestos containing 12"x12" tan with brown and white streaks vinyl floor tiles (see arrow) observed in the electrical equipment rooms of the subject building.



Photo 4: Typical view of asbestos containing 12"x12" tan with brown and white streaks vinyl floor tiles (see arrow) observed on stair treads in stairwells of the subject building.

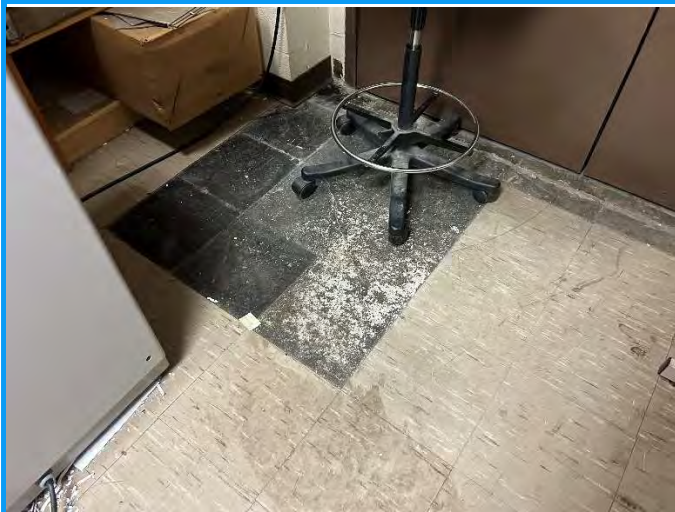


Photo 5: View of the flooring section of the 1st Floor central filing room previously with loose asbestos containing vinyl floor tiles observed to have been removed.



Photo 6: View of the asbestos containing Transite cladding (see arrow) observed on the soffit above the garage loading dock.

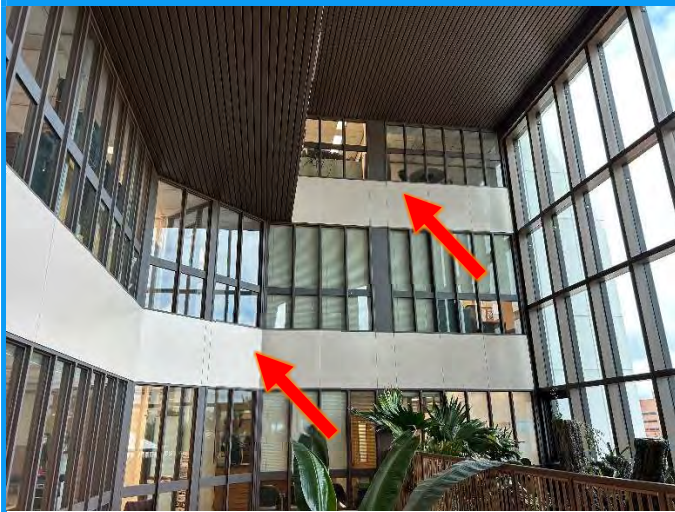


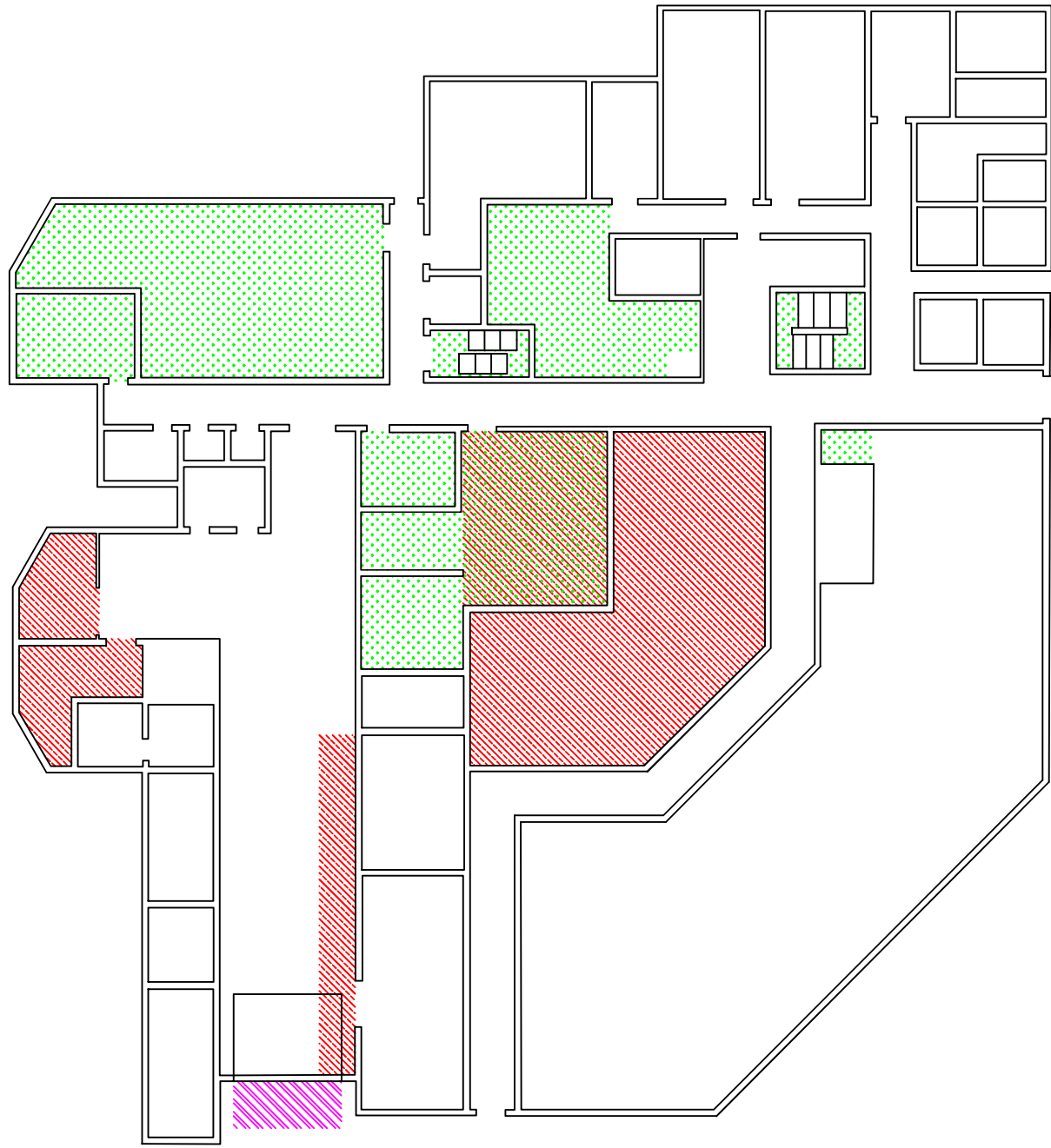
Photo 7: Typical view of the asbestos containing Transite cladding (see arrows) observed on the walls around the central garden and atrium.






Photo 8: View of the asbestos containing textured finishes (see arrow) observed on the ceiling in the 3rd Floor Hamilton Room.

APPENDIX C

FIGURES



NOTE: TRANSITE PANELS AS SOFFITS ABOVE EXTERIOR WINDOWS AND LOADING DOCK OVERHANG ARE ASBESTOS CONTAINING.
ALL SAMPLE LOCATIONS AND HAZARDOUS MATERIALS HATCHING SYMBOL LOCATIONS ARE APPROXIMATE. DRAWING NOT TO SCALE.

- LEGEND
-  ASBESTOS CONTAINING VINYL FLOOR TILES
 -  ASBESTOS CONTAINING PARKING CEMENT
 -  ASBESTOS CONTAINING TRANSITE WALL PANELS

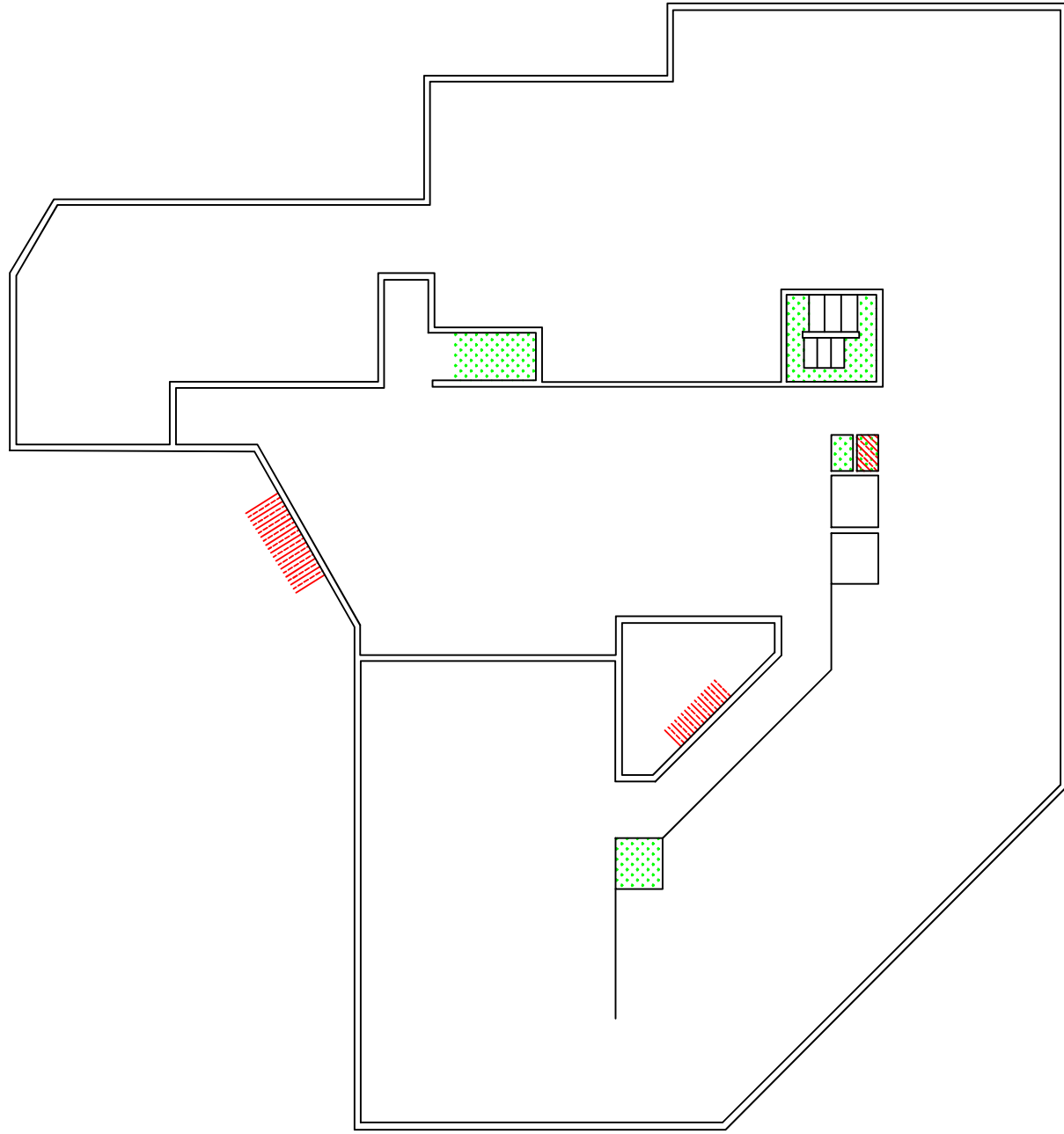


PROJECT NAME:
**ASBESTOS
CONTAINING MATERIALS
REASSESSMENT
-FIRST FLOOR**

PROJECT ADDRESS:
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

CLIENT NAME AND ADDRESS:
CITY OF SAULT STE. MARIE,
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

PROJECT:	30803	DATE:	10.05.2023
DRAWN BY:	J. KELBERT	FIGURE:	1
REVIEWED BY:	P. THERIAULT	SCALE:	N.T.S.



NOTE: TRANSITE PANELS AS SOFFITS ABOVE EXTERIOR WINDOWS AND LOADING DOCK OVERHANG ARE ASBESTOS CONTAINING.
ALL SAMPLE LOCATIONS AND HAZARDOUS MATERIALS HATCHING SYMBOL LOCATIONS ARE APPROXIMATE. DRAWING NOT TO SCALE.

LEGEND

-  ASBESTOS CONTAINING VINYL FLOOR TILES
-  ASBESTOS CONTAINING PARKING CEMENT

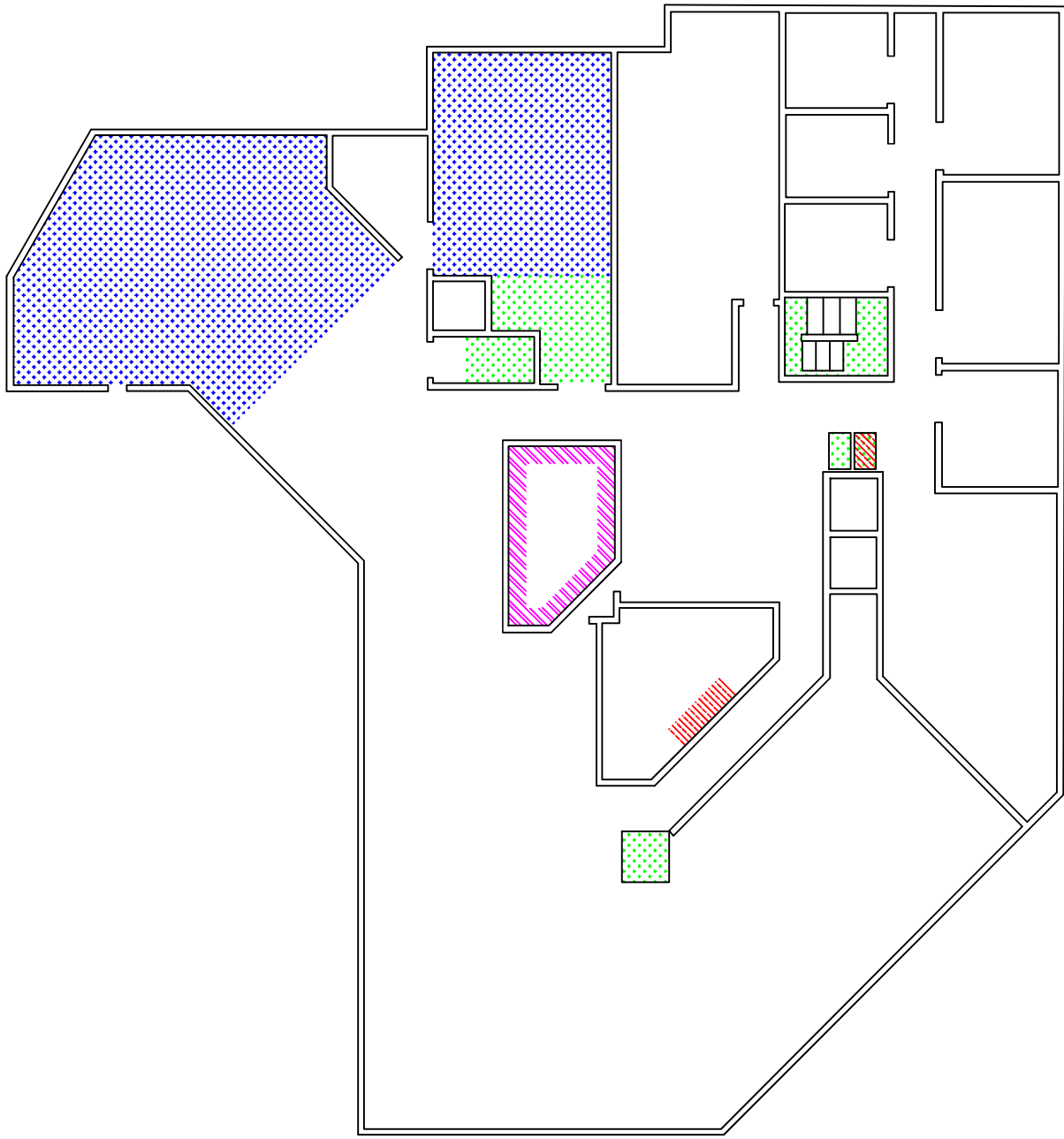


PROJECT NAME:
**ASBESTOS
CONTAINING MATERIALS
REASSESSMENT
-SECOND FLOOR**





PROJECT ADDRESS:
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

CLIENT NAME AND ADDRESS:
CITY OF SAULT STE. MARIE,
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

PROJECT: 30803	DATE: 10.05.2023
DRAWN BY: J. KELBERT	FIGURE: 2
REVIEWED BY: P. THERIAULT	SCALE: N/T



ALL SAMPLE LOCATIONS AND HAZARDOUS MATERIALS HATCHING/SYMBOL LOCATIONS ARE APPROXIMATE. DRAWING NOT TO SCALE.

- LEGEND
-  ASBESTOS CONTAINING VINYL FLOOR TILES
 -  ASBESTOS CONTAINING PARING CEMENT
 -  ASBESTOS CONTAINING TRANSITE WALL PANELS
 -  ASBESTOS CONTAINING TEXTURED FINISH CEILING

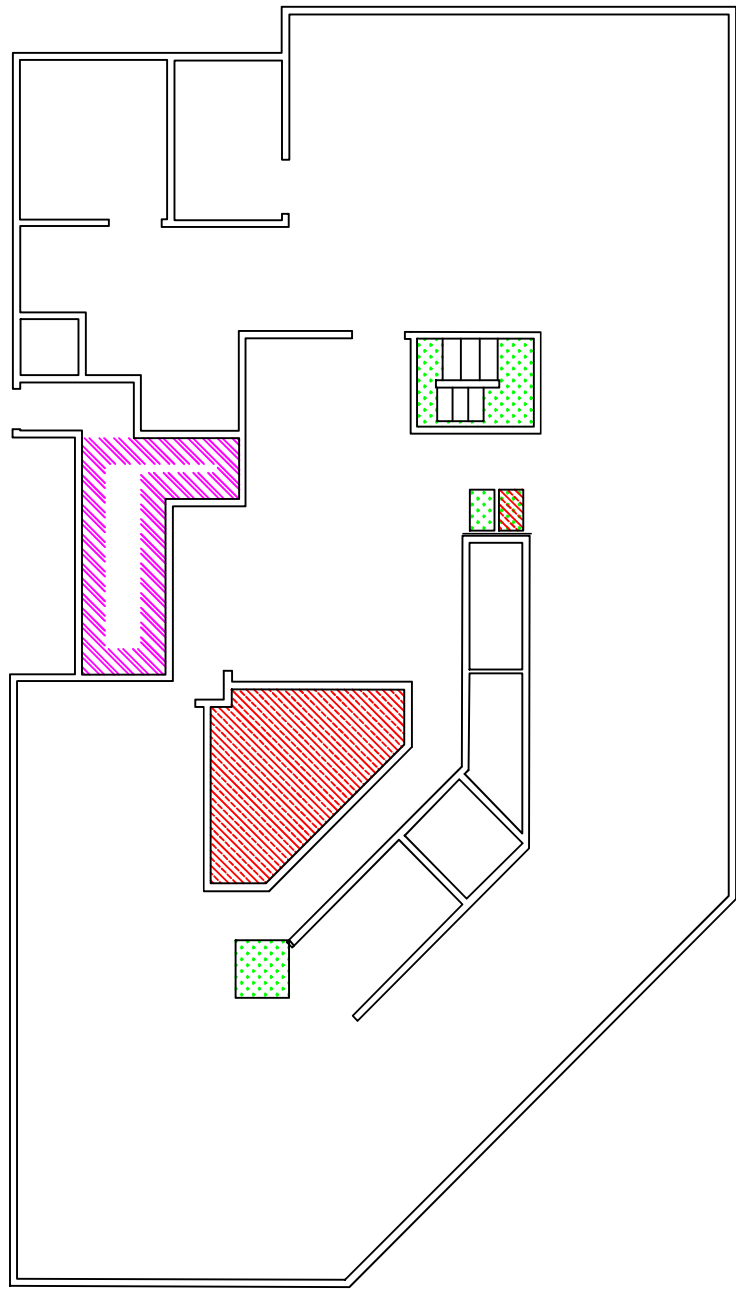


PROJECT NAME:
**ASBESTOS
CONTAINING MATERIALS
REASSESSMENT
-THIRD FLOOR**

PROJECT ADDRESS:
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

CLIENT NAME AND ADDRESS:
CITY OF SAULT STE. MARIE,
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

PROJECT:	30803	DATE:	10.05.2023
DRAWN BY:	J. KELBERT	FIGURE:	3
REVIEWED BY:	P. THERIAULT	SCALE:	N.T.S.



ALL SAMPLE LOCATIONS AND HAZARDOUS MATERIALS HATCHING/SYMBOL LOCATIONS ARE APPROXIMATE. DRAWING NOT TO SCALE.

LEGEND
 ASBESTOS CONTAINING VINYL FLOOR TILES
 ASBESTOS CONTAINING PARING CEMENT
 ASBESTOS CONTAINING TRANSITE WALL PANELS



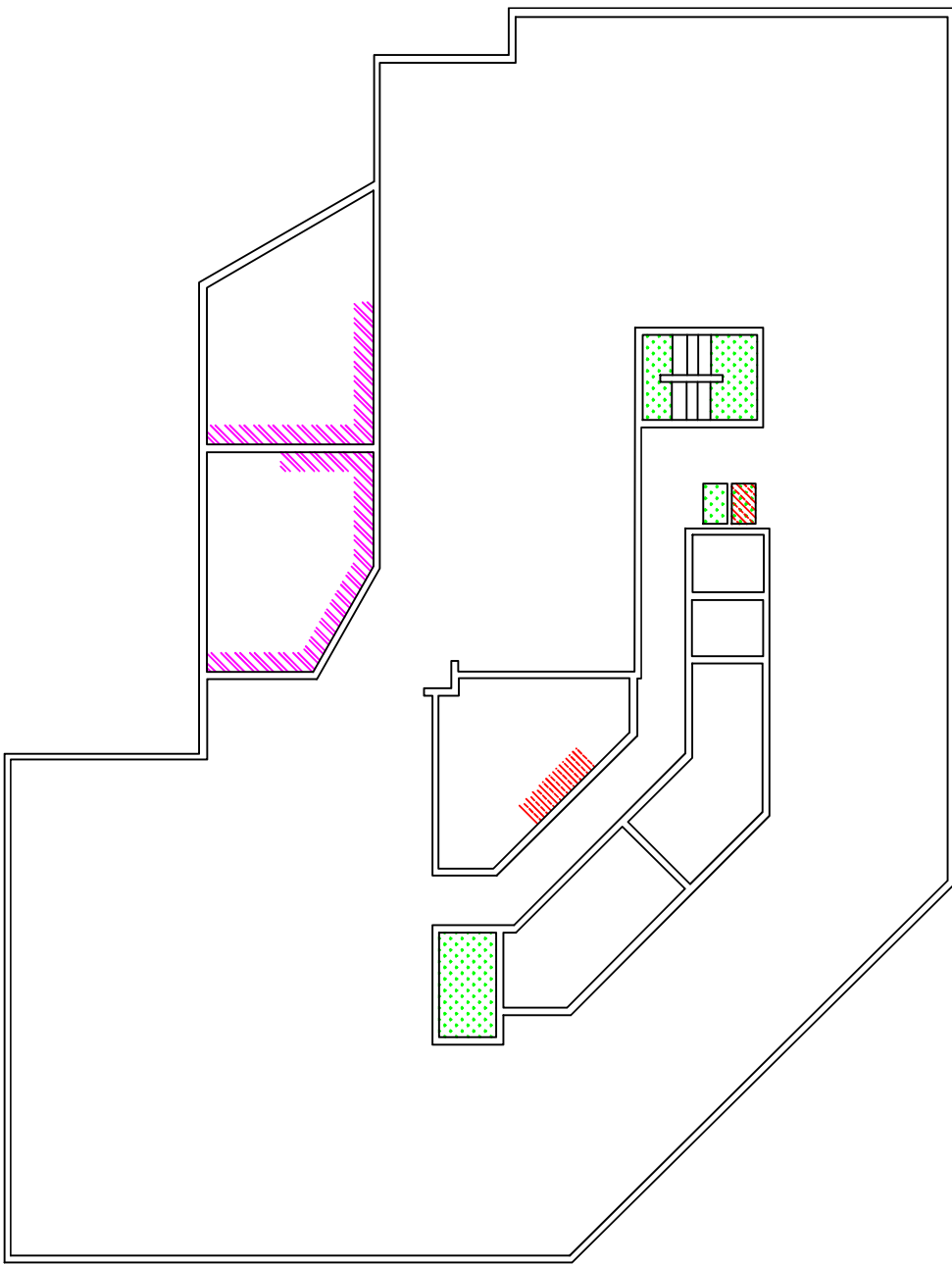
PROJECT NAME:
**ASBESTOS
CONTAINING MATERIALS
REASSESSMENT
-FOURTH FLOOR**

PROJECT ADDRESS:
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

CLIENT NAME AND ADDRESS:
CITY OF SAULT STE. MARIE,
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

PROJECT:
30803
DRAWN BY:
J. KELBERT
REVIEWED BY:
P. THERIAULT
SCALE:
N/T/S

DATE:
10.05.2023
FIGURE:
4



ALL SAMPLE LOCATIONS AND HAZARDOUS MATERIALS HATCHING/SYMBOL LOCATIONS ARE APPROXIMATE. DRAWING NOT TO SCALE.

LEGEND
ASBESTOS CONTAINING VINYL FLOOR TILES
ASBESTOS CONTAINING PARKING CEMENT
ASBESTOS CONTAINING TRANSITE WALL PANELS

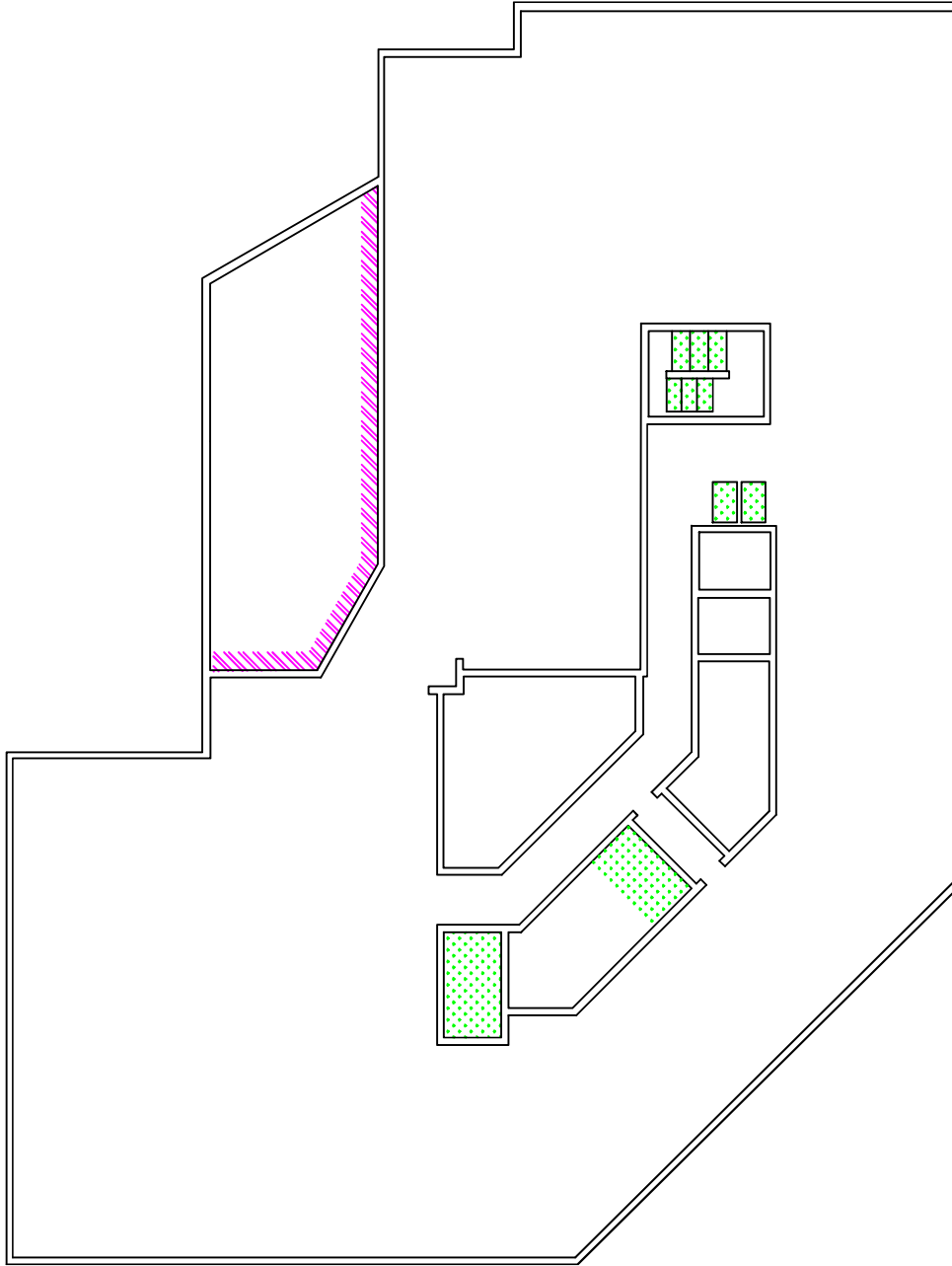


PROJECT NAME:
**ASBESTOS
CONTAINING MATERIALS
REASSESSMENT
-FIFTH FLOOR**

PROJECT ADDRESS:
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO



CLIENT NAME AND ADDRESS:
CITY OF SAULT STE. MARIE,
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

PROJECT:	30803	DATE:	10.05.2023
DRAWN BY:	J. KELBERT	FIGURE:	5
REVIEWED BY:	P. THERIAULT	SCALE:	NTS



ALL SAMPLE LOCATIONS AND HAZARDOUS MATERIALS HATCHING/SYMBOL LOCATIONS ARE APPROXIMATE. DRAWING NOT TO SCALE.

LEGEND

-  ASBESTOS CONTAINING VINYL FLOOR TILES
-  ASBESTOS CONTAINING TRANSITE WALL PANELS

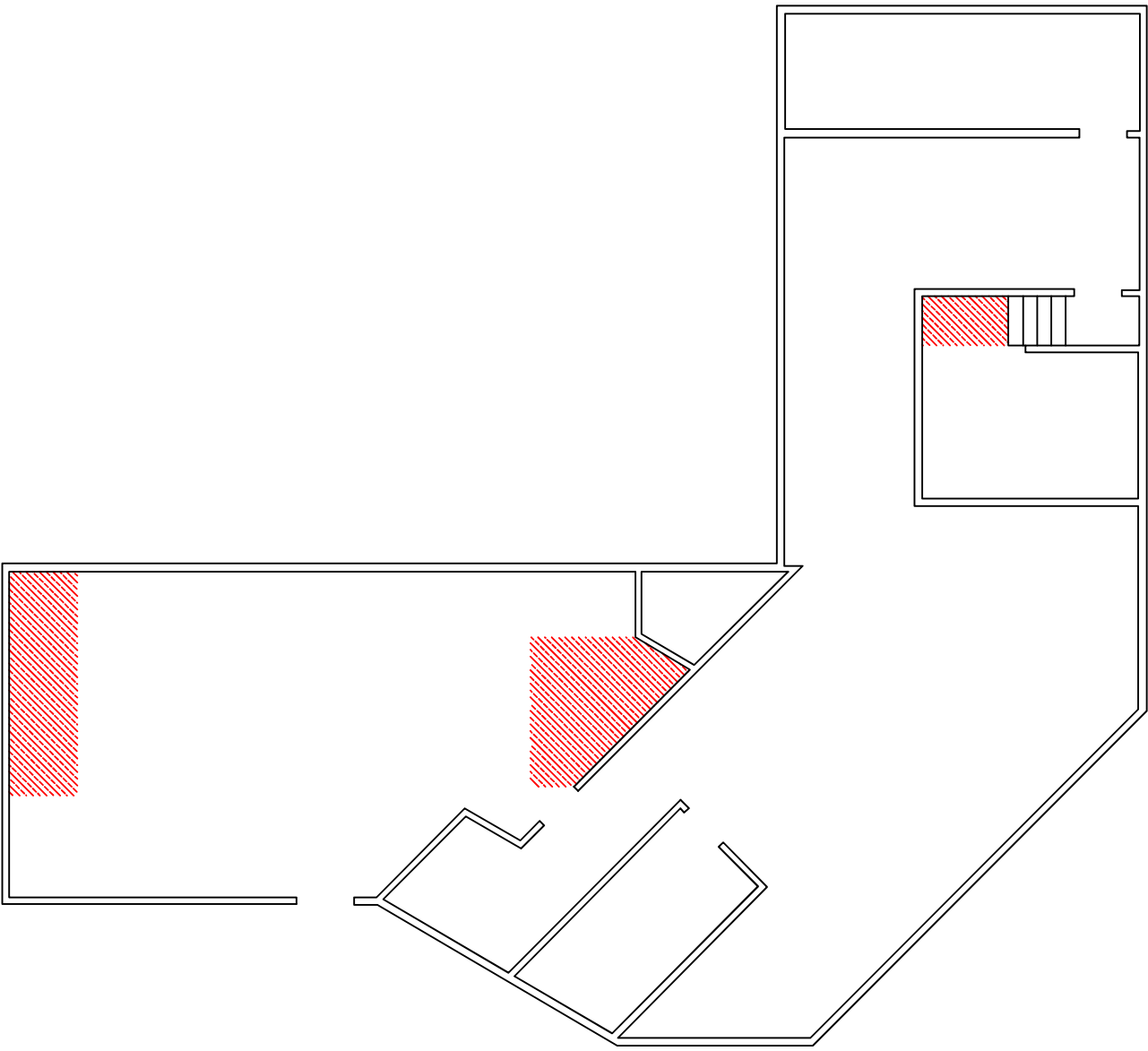


PROJECT NAME:
**ASBESTOS
CONTAINING MATERIALS
REASSESSMENT
-SIXTH FLOOR**

PROJECT ADDRESS:
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

CLIENT NAME AND ADDRESS:
CITY OF SAULT STE. MARIE,
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

PROJECT: 30803	DATE: 10.05.2023
DRAWN BY: J.KELBERT	FIGURE: 6
REVIEWED BY: P.THERIAULT	SCALE: NTS



ALL SAMPLE LOCATIONS AND HAZARDOUS MATERIALS HATCHING/SYMBOL LOCATIONS ARE APPROXIMATE. DRAWING NOT TO SCALE.



ASBESTOS CONTAINING PARING CEMENT



PROJECT NAME:
**ASBESTOS
CONTAINING MATERIALS
REASSESSMENT
-PENTHOUSE**

PROJECT ADDRESS:
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

CLIENT NAME AND ADDRESS:
CITY OF SAULT STE. MARIE,
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

PROJECT: 30803	DATE: 10.05.2023
DRAWN BY: J.KELBERT	FIGURE: 7
REVIEWED BY: P.THERIAULT	
SCALE: N.T.S.	

APPENDIX D

LIMITATIONS, TERMS AND CONDITIONS OF RETAINER

RISKCHECK ENVIRONMENTAL LTD.
LIMITATIONS, TERMS AND CONDITIONS OF RETAINER

1. **Our Standard of Care** - RiskCheck Environmental Ltd. (RiskCheck) will conduct/has conducted the work as specified in the scope of work, contained in the RiskCheck proposal and/or the engagement letter, and perform/performed the environmental investigations requested by the Client according to the standards of a reasonable environmental consultant ("Retainer"). Any work performed by RiskCheck is conducted in accordance with generally accepted engineering or scientific or environmental practices current in the location and at the time the work is performed. No other warranty, expressed or implied is made.
2. **Our Sources of Information** - RiskCheck will/has sought to obtain relevant information, statements, documents and analytical test results concerning the subject property from our Client, third party sources, government or regulatory publications, databases and officials, and other persons to the extent covered by our Retainer. The accuracy of the findings, opinions and conclusions expressed in the RiskCheck report and/or any deliverables ("Deliverables") are subject to any errors or omissions in, or refusals to provide, information. RiskCheck shall not be responsible for any deficiency, misstatement, or inaccuracy contained in the Deliverables as a result of relying on the above information or lack thereof.
3. **Site Inspections** - RiskCheck will complete/has completed the inspection(s) of the subject property in the manner covered by our Retainer. The purpose of our inspection is to identify obvious visible evidence of potential and/or actual sources of environmental contamination and patent irregularities in waste management practices at the subject property. Our findings during the site inspection(s) are subject to any restrictions placed upon our free access to all aspects of the subject property, and neighbouring properties, including but not limited to snow coverage and material storage. A reasonable site inspection may not identify latent or hidden contamination, evidence of potential environmental concerns or irregularities.
4. **Sample and Testing Procedures** - The sample and testing procedures described in the Deliverables, are performed at specific point locations, by experienced personnel using equipment and techniques appropriate for our Retainer. Based upon available data, RiskCheck provides expressed opinion as to the conditions, which may exist between the points investigated, and is based on the location and time of sample collection, and the type of media and parameters analyzed. As actual conditions may vary significantly between sample or test points, and with time, our Client assumes the inherent risk that some conditions may not be detected. RiskCheck shall not be responsible for any cross-contamination resulting from subsurface investigations.
5. **Legal Issues** - The Deliverables are intended to direct our Client's attention to potential and/or actual sources of environmental contamination, including but not limited to, irregular waste management practices at the subject property. Nothing in the Deliverables are intended to express any legal opinion upon environmental liabilities relating to the subject property or whether site operations legally conform with relevant legislative requirements. RiskCheck makes no other representations or warranties whatsoever, including those concerning the legal significance of our findings, or as to other legal matters noted in the Deliverables, including but not limited to, ownership of any property, or the application of any law, to the facts set forth herein.
6. **Confidentiality of Client Information** – RiskCheck agrees to hold all information obtained in the course of our Retainer and the contents of the Deliverables in strict confidence, except where disclosure is directed by our Client's expressed written consent with instructions, or by compulsion of law.

7. **Working Information/Documents** – The Deliverables shall be the property of RiskCheck's Client. All other data, sample and test results, working sheets, draft reports or other papers, documents, information or records prepared or collected by us in the course of our Retainer, shall remain the property of RiskCheck Environmental Ltd. and/or successors. Our Client agrees that we shall be entitled to retain a copy of the Deliverables for RiskCheck's own files.
8. **Use of the Deliverables** – The information and opinions expressed in the Deliverables are prepared for the sole benefit of our Client. No other party may use or rely upon the Deliverables, or any portion thereof, without the express written consent of RiskCheck Environmental Ltd. and/or successors. We accept no responsibility for the accuracy of the Deliverables to other parties. We give no warranty, representation, or assurance to other parties, that the findings, statements, opinions or conclusions expressed in the Deliverables are accurate or valid. RiskCheck, at its discretion, will consent to any reasonable request by our Client to approve the use of the Deliverables by other parties as "Approved Users" within one year from the date of the Deliverables.
9. **Copyright** – RiskCheck owns copyright of the Deliverables. We authorize our Client and "Approved Users" to make copies of the Deliverables only in such quantities as are reasonably necessary for its use by those parties. Our Client and Approved Users may not give, lend, sell, or otherwise make available our Deliverables, or any portion or copy thereof, to any party, without our express written consent. No person may alter or modify the Deliverables.
10. **Personal Liability** – The Client and/or "Approved User" expressly agrees that RiskCheck employees shall have no personal liability to the Client and/or "Approved User" with respect to a claim, whether in contract, tort and/or any other cause of action in law. Furthermore, the Client and/or "Approved User" agrees that it will bring no proceedings, nor take any action in any court of law, against RiskCheck employees in their personal capacity.
11. **Professional Liability** – RiskCheck will not be responsible for any consequential or indirect losses incurred by the Client and/or "Approved Users", including but not limited to, loss of income, business opportunities, business interruptions, personal injury or death.
12. **Subconsultant and Contractor Liability** – RiskCheck on certain investigations/assessments (including but not limited to subsurface investigations, laboratory services, remediation, risk assessments, abatements) will require hiring the services of individuals and companies with special expertise and/or services, which are not provided by RiskCheck. RiskCheck may retain these services on behalf of the Client, as part of the overall project, as a convenience to the Client. RiskCheck shall not be responsible for errors, omissions or negligence by those parties in carrying out their work. These will be the responsibility of the subconsultant and contractors retained for completion of the project. The Client indemnifies RiskCheck from all such claims associated with the work carried out by subconsultant and contractors.



Addendum #1

**Bid Opportunity: 2025PWE-ENG-BS-03-T - Civic Centre Sprinklers &
Domestic Water Line Upgrades Phase 2**

Closing Date: Thursday, December 18, 2025 3:00 PM

REVISION – CLOSING DATE

The closing date for this project has been extended **as indicated above**.

Question 1:

Is it possible to get another site visit to bring in a subtrade?

Answer 1:

If your firm has met the criteria for attending the Mandatory Site Visit, you may schedule a secondary visit, accompanied by Roger Caron, Supervisor Building Services.

Submit your request to Roger at 705-987-1799 to confirm and schedule.

End of Addendum



Addendum #2

**Bid Opportunity: 2025PWE-ENG-BS-03-T - Civic Centre Sprinklers &
Domestic Water Line Upgrades Phase 2**

Closing Date: Thursday, December 18, 2025 3:00 PM

Question 1:

Section 36.2. of the Instructions to Bidders specifies that the Contractor must provide the Liability Insurance policy before commencement of work.

Question: Please confirm that a certificate of insurance is acceptable for this tender as the subcontractor as per industry-standard insurance practice. We do not provide a copy of our insurance policy.

Answer 1:

The successful Contractors (and their subs) will be required to submit a Certificate of Insurance (COI), adding The Corporation of the City of Sault Ste. Marie as an additional Insured.

Question 2:

The DSS Report dated Oct 5, 2023 indicates the presence of asbestos for which removal was recommended, however current status is unknown.

Question: Please provide current status on recommended remediation or confirm that it will be completed before commencement of work. Employees are not permitted to work in areas where they may be exposed to hazardous substances per company policy.

Answer 2:

Asbestos abatement will be addressed as it comes up and for each individual area if required. There will not be a complete abatement for the building prior to construction.

Drywall joints are known to contain chrysotile asbestos which will require a Type 1 method of containment. When locating hangers in drywall and some panels, you will be drilling into these joints. Proper protection and HEPA exhaust is required. This work is to be included as a part of the contract.

Question 3:

it was mentioned at the walk through that the desks in the council chambers as well as one other room were to be removed for the work to be carried out. Is there an onsite storage area for these pieces of furniture?

Answer 3:

Desks throughout the building including council chambers are to be relocated in the room as required by the contractor for the work to be carried out and covered to protect them from any construction debris and dust. It is difficult to know how much and how many desks may be required to be relocated, so contractor is to allow for relocation in the tender price. Onsite storage for these desks is not available. Contractor shall relocate them as required in the same room.

Question 4:

Does it need to be concealed below ceiling or exposed sprinklers to minimize the drywall ceiling and ceiling tiles removals? Please advise as it would cost high only on removals and reinstallation of drywalls. If so, are we going to replace all the drywall ceilings and grid with new ones or re and re?

Answer 4:

Where there are drywall ceilings, exposed piping and sprinkler heads are acceptable. Piping is to be painted in finished areas and installed in neat, straight lines. In any areas with ceiling tiles, ceilings are to be removed and replaced as required in a timely manner. Any damaged ceiling tiles are to be replaced with new where damaged by construction. Existing grid is to remain.

Question 5:

Can you provide details on numbers of desk that require to be removed and replaced having the telecom setup in council chamber room, or do we have to remove them if yes where to store? Also let us know about the clear height/space above the drywall and ceiling tiles.

Answer 5:

Contractor to review for any relocations that are required in Council Chambers and the remainder of the building including data and power connections. It is your responsibility to work around all furniture or relocate it as required for the work.

Most areas have adequate ceiling space for pipes and sprinkler heads. If space is not adequate, the location of the pipes and sprinkler heads can be addressed on site with the Engineer prior to installation.

Question 6:

For the SPO2 how do we run the pipes for side wall sprinkler installation, there are windows on sides? Does the reduced scaffolding mean only around the perimeter of the open area?

Looks like the level of bottom level of garden above and the adjacent ceiling tiles is different.

Answer 6:

Piping for the sidewall sprinklers will have to be mounted on the underside of the structure or the mullions of the glazing around the open area. It is a difficult area to access for any of this work, but we are hoping that installing some of the sidewall sprinklers will result in a savings to the cost of installation.

Question 7:

a) For the engineering scope, can the site surveying be completed during regular working hours?

Answer a)

Yes, this work can be carried out during regular working hours.

b) Will the sprinkler installation be completed during regular working hours?

Answer b)

Some areas may be able to be completed during regular working hours and it is possible that some offices may be temporarily relocated, but the majority of office area work must be completed after regular working hours and workers will be working again every day from Monday-Friday from 8 am to 5 pm. Work on site can begin at 3:30 each day and continue until 8 am the following day when the offices will be occupied. Some corridor and maintenance rooms and washroom areas and storage room work may be able to be completed during regular working hours. Work schedule must be closely arranged with city staff to ensure that it does not affect everyday operation.

Council Chambers may be completed during the day, but all work must start after a council meeting and be completed prior to the next meeting. Meetings are typically scheduled every 3 weeks. The dates for the meetings are always posted on the city website.

c) If the installation can be completed during regular working hours but there are specific rooms that we won't have access to and need to be weekends or night shifts, then please provide a list of those areas.

Answer c)

There are not a lot of areas that can be worked on during the day. Corridors and stairwells and some of the un-occupied areas can be worked on during the day provided that drilling and noise does not disturb the office workers.

Question 8:

Drawing PE10 Sprinkler note 21 states that fire donuts shall be installed around all pipes that penetrate fire separations. Please provide a drawing showing all fire separations that require donuts. Alternate solution would be the acceptance of fire caulking instead of donuts.

Answer 8:

Fire separations in the building include the following:

1. All floors

2. All stairwells
3. All Mechanical and service spaces
4. Janitor's rooms
5. Elevators

Depending on the location and the type of piping used, the fire separation must be maintained when penetrating any of these walls. An acceptable method of installing piping penetration fire separations must be submitted and approved by the Engineer prior to carrying out the work.

Question 9:

In the document 2025PWE-ENG-BS-03-T, the Description noted on page 2 states that all centre core sprinkler drops noted on PE4 & PE5 are to be changed. PE5 doesn't note the areas that this pertains to. PE3 does show an area that is not mentioned in this scope of work. Please confirm if this is a typo or the information is not shown on PE5.

Answer 9:

Correct. Existing sprinkler heads are shown on PE3 and PE4 and not on PE5.

Question 10:

Please confirm that there will be an area for us to store tools and materials during the duration of the work.

Answer10:

There is space for some material on site in the loading bay, but not adequate for all material for the project. This is an operating loading dock with regular deliveries. If extra material is required on site, a storage unit can be located on site during the construction period.

Question 11:

When can we start and what would be the substantial completion for this project.

Answer11:

The project can start upon completion of contract for services. The estimated award date is Feb.3, 2026. Please refer to Bid Questions on submission form to provide your intended Substantial Completion schedule

Question 12:

Do we require any security escort for after hours works?

Answer12:

The city already provides 24 hour security for the civic centre, so no additional security is required.

End of Addendum

2025PWE-ENG-BS-03-T - Civic Centre Sprinklers & Domestic Water Line Upgrades Phase 2

Opening Date: November 19, 2025 2:45 PM

Closing Date: December 18, 2025 3:00 PM

Vendor Details

Company Name: S&T Electrical Contractors Limited
Does your company conduct business under any other name? If yes, please state: S.&T. Group
Address: 158 Sackville Road
Sault Ste. Marie, Ontario P6B 4T6
Contact: Martin Girardi
Email: mgirardi@stgroup.ca
Phone: 705-942-3043 2350
Fax: 705-942-0614
HST#: 1050118860001

Submission Details

Created On: Wednesday December 17, 2025 15:00:21
Submitted On: Thursday December 18, 2025 13:32:00
Submitted By: Martin Girardi
Email: mgirardi@stgroup.ca
Transaction #: 98fb6900-2aef-45f7-8a3d-47c151a309a6
Submitter's IP Address: 147.243.254.71

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.

PART "A" - BASE BID Sprinklers & Domestic Water Line Upgrades

NOTE - Phase I - previously completed sprinkler room and water pipe upgrades in 2025.

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.

For a complete description of the work, refer to the drawings and specifications

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

Description	Lump Sum Price *	Total Price
Complete Hydraulic design based on Drawings; Complete Fire Suppression Riser based on DWG PE1; All Centre Core Sprinkler Drops noted on PE4 & PE5	\$520,284.0000	\$ 520,284.00
	Subtotal:	\$ 520,284.00

PART "B" - CONTINGENCY ALLOWANCE

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

Description	Contingency Total
Contingency Allowance	\$ 50,000.00
	Subtotal: \$ 50,000.00

PART "C" - SEPARATE PRICE OPTIONS

NOTE - Phase I - previously completed sprinkler room and water pipe upgrades in 2025.

The table lists Separate Price Options (SPOs) for specific portions of the Work that are not included in the Base Bid and may be added to the Contract Price. The City will evaluate the Base Bid together with any combination of SPOs to determine the overall best value within the available budget. If funding allows, the City may award selected SPOs along with the Base Bid. The City reserves the right to determine which SPOs, if any, will be included and/or removed in the final contract award.

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.

For a complete description of the work, refer to the drawings and specifications

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

Description	Lump Sum Price *	Total Price
SPO #1 - Complete Garden Core Sprinklers with full scaffolding as per PE9	\$260,294.0000	\$ 260,294.00
SPO #2 - Complete Garden Core Sprinklers with partial scaffolding as per PE9	\$163,704.0000	\$ 163,704.00
SPO #3 - Level 1 Remaining work as per DWG PE2	\$328,896.0000	\$ 328,896.00
SPO #4 - Level 2 Remaining work as per DWG PE3	\$292,163.0000	\$ 292,163.00
SPO #5 - Level 3 Remaining work as per DWG PE4	\$389,305.0000	\$ 389,305.00
SPO #6 - Level 4 Remaining work as per DWG PE5	\$277,034.0000	\$ 277,034.00
SPO #7 - Level 5 Remaining work as per DWG PE6	\$230,145.0000	\$ 230,145.00
SPO #8 - Level 6 Remaining work as per DWG PE7, Penthouse as per DWG PE8, and Removal of Fire Pump as per DWG PE1	\$311,204.0000	\$ 311,204.00
	Subtotal:	\$ 2,252,745.00

Summary Table

Bid Form	Amount
PART "A" - BASE BID Sprinklers & Domestic Water Line Upgrades	\$ 520,284.00
PART "B" - CONTINGENCY ALLOWANCE	\$ 50,000.00
PART "C" - SEPARATE PRICE OPTIONS	\$ 2,252,745.00
Subtotal Contract Amount:	\$ 2,823,029.00

Bid Questions

Substantial Completion: All work (including SPO's) will be commenced by _____ [date], 2026 and completed by _____ [date/year] Start January 30, 2026 Completion December 24, 2026.

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

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.

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	2023	Construction of new building for office and shop facilities.	Algoma Power Inc.	\$ 21,000,000.00	*
2	2018	Construction of new auto dealership including sprinklers for the facility	North Side Toyota	\$ 7,500,000.00	*
3	2021	Renovations of Shingwauk Hall	Algoma University	\$ 4,500,000.00	*

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	James Harding	Director of Construction	20 Years Experience - Gold Seal Certified Project Manager	*
2	Steve Saccuci	Project Co-ordinator	6 Years Experience - Construction Management - Electrical Engineering Tech.	
3	Rob Thomas	Site Supervisor	35 Years - Carpenter - Project Management	

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	Sprinklers	Troy Life & Fire Safety	764 Notre Dame Ave, Suite 2 Sudbury, Ontario P3A 2T4	richard.duchenemilne@troylfs.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	Troy Life & Fire Safety Ltd.	Richard Duchene-Milne	Regional Manager	30 years - Sprinklers and Fire Alarm Design and implementation
2	Troy Life & Fire Safety Ltd.	Robert Weber	Area Manager	30 years - Sprinklers and Fire Alarm Design and implementation

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	Troy Life & Fire & Safety Ltd.	2023	New Office complex	Algoma Power Inc.	\$ 575,000.00
2	Troy Life & Fire & Safety Ltd.	2025	New Storage Building Sprinkler System	City of Sault Ste. Marie	\$ 300,000.00
3	Troy Life & Fire & Safety Ltd.	2018	New Dealership	Northside Toyota	\$ 750,000.00

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: Purchasing Department
Civic Centre
3rd 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 **\$100,000**

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 \(Bid Bond\)](#) - b935783799-25-48_673288.pdf - Wednesday December 17, 2025 16:36:01
- [Agreement to Bond \(Surety\)](#) - a935783799-25-48_673287.pdf - Wednesday December 17, 2025 16:35:53

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. - Martin Girardi, Manager of Estimating, S.&T. Electrical Contractors 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
Addendum #2-2025PWE-ENG-BS-03-T Civic Centre Sprinklers Phase 2 Thu December 11 2025 01:26 PM	<input checked="" type="checkbox"/>	6
Addendum #1-2025PWE-ENG-BS-03-T Civic Centre Sprinklers Phase 2 Thu December 4 2025 02:26 PM	<input checked="" type="checkbox"/>	1



CCDC 220 – 2024 BID BOND

Bond No.: 935783799-25-48

Bond Amount: \$100,000.00

S. & T. ELECTRICAL CONTRACTORS LIMITED as principal, hereinafter called the Principal, and **INTACT INSURANCE COMPANY** a corporation duly authorized to transact the business of Suretyship in all Provinces and all Territories in Canada as surety, hereinafter called the Surety, are held and firmly bound unto **Corporation of the City of Sault Ste. Marie** as obligee, hereinafter called the Obligee, in the amount of **One Hundred Thousand dollars (\$100,000.00)** 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): **Civic Centre Sprinklers & Domestic Water Line Upgrades Phase 2 Sault Ste. Marie Civic Centre 99 Foster Drive, Sault Ste. Marie, ON CITY FILE No.: 2025 PWE-ENG-BS-03 T MET PROJECT NO: 23M55**

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 Quebec, 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:

INTACT INSURANCE COMPANY

(corporate name)

1500 - 700 University Ave., Toronto, ON M5G 0A1

(address)

905-277-5008

(fax)

Surety-Claims.Notices.Ont@intact.net

(email)

The Obligee:

Corporation of the City of Sault Ste. Marie

(proper name)

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

(address)

(fax)

(email)

The Principal:

S. & T. ELECTRICAL CONTRACTORS LIMITED

(corporate name)

158 Sackville Road, Sault Ste. Marie, ON P6B 4T6

(address)

705.942.0614

(fax)

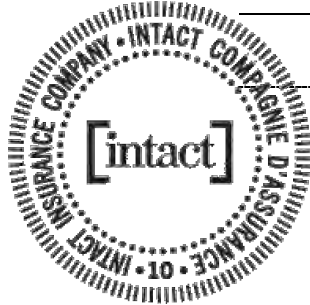
mgirardi@stgroup.ca

(email)

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated **17th** day of **December**, in the year **2025**

SIGNED and SEALED
in the presence of

ATTORNEY IN FACT



S. & T. ELECTRICAL CONTRACTORS LIMITED

Principal

Signed electronically by

Martin Girardi
on Dec 17, 2025 - 9:32 PM GMT

(sign)

Martin Girardi

(name of person signing)

INTACT INSURANCE COMPANY

Signed electronically by

Julia Guenther
on Dec 17, 2025 - 8:35 PM GMT

(sign)

Julia Guenther, Attorney-In-Fact



Agreement to Bond

(Surety's Consent)

Consent of Surety No. **935783799-25-48**

To: **Corporation of the City of Sault Ste. Marie**

Should the tender of: **S. & T. ELECTRICAL CONTRACTORS LIMITED**

For: **Civic Centre Sprinklers & Domestic Water Line Upgrades Phase 2 Sault Ste. Marie Civic Centre 99 Foster Drive, Sault Ste. Marie, ON CITY FILE No.: 2025 PWE-ENG-BS-03-T MET PROJECT NO: 23M55**

be accepted within the time period prescribed in the tender, or if no time period is specified, within Sixty (60) days from the closing date of tender, and a written contract entered into, we **Intact Insurance Company**, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories of Canada, as Surety, do hereby agree to become bound as Surety and will issue

**A Performance Bond equal to 100.00%
A Labour and Material Payment Bond equal to 50.00%**

of the tender price guaranteeing faithful performance of said contract.

This Consent of Surety shall cease and be null and void after thirty (30) days from the award of contract.

Any suit filed against the Surety with respect to this Surety's Consent must be initiated and duly served on the Surety within seven (7) months of the date hereof.

Dated: **17th day of December, 2025**



INTACT INSURANCE COMPANY

Signed electronically by

Julia Guenther
on Dec 17, 2025 - 8:35 PM GMT

Julia Guenther, Att In-Fact

(Seal)

Consent.dot
(05/21)