



District of Summerland

Peach Orchard Lift Station Building

**Tender Documents
No. RFT-2018-01**

Prepared for:

District of Summerland

Prepared by:

Stantec Consulting Ltd.

March 2018

Project No: 111710033

PROJECT DESCRIPTION:

CONTRACT FORMS & CONDITIONS		Pages
PRE-TENDER INFORMATION		
Section 00005	Contents of Tendering Conditions	1 - 1
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INFORMATION FOR TENDERS		
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**District of Summerland
Tender No. RFT-2018-01
Peach Orchard Lift Station Building**

SEALED Tenders, clearly marked, '**Tender No. RFT-2018-01: Peach Orchard Lift Station Building**' will be received at District of Summerland, Works and Utilities Department, 9215 Cedar Avenue, Summerland, BC, V0H 1Z0 up to **2:00 PM Local Time, Thursday, April 12th, 2018**. Tenders will be opened at 2:01 PM on this date.

The work includes the following major items:

- Construction of a new concrete block building around an existing lift station.
- New building to include: Reinforced concrete foundation, masonry, HVAC, site works, and related works.

Tenders shall be accompanied by a Surety Bid Bond accompanied by a Consent of Surety, in an amount equal to **Ten Percent (10%)** of the Tender Price.

Contract Documents may be obtained from District of Summerland website <http://www.summerland.ca/business-economy/bid-opportunities> or BC BID.

The District of Summerland reserves the right to waive informalities in or reject any or all tenders or accept the tender deemed most favourable in the interests of the District of Summerland. Without limiting the generality of the forgoing, any Tender which is incomplete, obscure, irregular, has erasures or corrections in the price sheet, unit prices omitted, or is accompanied by an insufficient or irregular Tender Security, may be rejected. Awards shall be made on tenders that will give the greatest value based on quality, service, and price. The District of Summerland will not accept responsibility for the costs incurred by a Tenderer for the preparation and submission of a Tender or, for loss of potential profits where a Tender is not awarded. The lowest or any Tender will not necessarily be accepted.

All enquiries shall be directed to the Stantec Consulting by emailing jim.kentel@stantec.com and quoting the tender / contract number. Responses shall be posted to the District of Summerland webpage.

A pre-tender meeting will be held at 10:30 a.m. Wednesday, April 4th, 2018. Tenderers shall meet at the Peach Orchard Lift Station, Summerland BC. All attendees wishing to view the site shall supply their own hardhat, vest and eyewear. Attendance is optional for all General Contractors.

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1. TENDERING CONDITIONS

- .1 The TENDER shall be submitted in a sealed, clearly marked envelope and directed to the attention of the OWNER's Receiving Officer: District of Summerland Works and Utilities, 9215 Cedar Avenue, Summerland, BC, V0H 1Z0.
- .2 The TENDER, including all Schedules, shall be submitted on the separate forms provided. The Tenderer's legal status and business address shall be disclosed. The TENDER shall be signed by a duly authorized official and in the case of a corporation, shall be sealed with the corporate seal.
- .3 The Tendering Period shall end at the time and date specified in the "Invitation to Tender," or at an extended time and date specified in a Written Notice.
- .4 After a Tender has been received by the Owner's Receiving Officer designated in Paragraph 1.1, but before the expiry of the Tendering Period specified in Paragraph 1.3, the Tenderer may withdraw or modify its Tender but only in accordance with the following procedure:
 - .1 Notify the Owner's Receiving Officer in writing by Facsimile. The notice by Facsimile must be confirmed in a timely manner by sending by registered mail, a copy of the Written Notice signed and sealed in the same manner as was the Tender.
 - .2 Proof of receipt of the Written Notice will be an acknowledgment by return Telegram or Facsimile by the Owner.
 - .3 All faxed withdrawals or modifications of tenders shall be made in writing to the District of Summerland Works and Utilities, 9215 Cedar Avenue, Summerland, BC, V0H 1Z0 at (250) 494-3399. Such faxed withdrawals or modifications, regardless of the time such fax is sent, must be received at the District of Summerland Works and Utilities no later than 15 minutes prior to the time of tender closing. The Owner does not guarantee receipt of faxed withdrawals or modifications, and is not responsible for any technical or equipment malfunctions or delays experienced in fax transmission or receipt. All faxed modifications received after the above noted time will not be accepted.
- .5 The Instructions to Tenderers are provided as information for the tendering process in the period prior to submission of a TENDER. The Instructions to Tenderers are not a part of the CONTRACT DOCUMENTS nor of the CONTRACT.

2. INFORMATION CONCERNING CONDITIONS OF THE WORK

- .1 TENDERERS shall carefully examine the CONTRACT DOCUMENTS and the WORKSITE, and shall fully inform themselves as to all existing conditions and limitations which will affect the execution of the CONTRACT. No consideration will be given after submission of a TENDER to any claim that there was any misunderstanding with respect to the conditions imposed by the CONTRACT.

- .2 In preparation of a TENDER, TENDERERS shall use only those drawings listed in the CONTRACT DOCUMENTS that are clearly labeled "ISSUED FOR TENDER". TENDERERS shall not rely on any documents that are not so labeled.
- .3 Discussions at TENDER Briefings or other oral discussions shall not become a part of the CONTRACT DOCUMENTS nor modify the CONTRACT DOCUMENTS unless confirmed by Addenda issued to all TENDERERS before closing.

3. ADDENDA

- .1 If there are to be any changes in THE WORK, TENDERERS will be informed, prior to the close of the period allowed for receiving TENDERS, by means of an ADDENDUM, a written communication issued by the OWNER. All ADDENDA shall become a part of the CONTRACT DOCUMENTS, and receipt of ADDENDA shall be acknowledged by the TENDERER in the TENDER.
- .2 ADDENDA will not be issued later than three (3) calendar days before the TENDER closing date.
- .3 After TENDERS have been opened, no changes, additions, or deletions to any TENDER, except those specifically provided for in the Tendering Conditions shall be made either by or on behalf of the OWNER, or by or on behalf of the TENDERER.

4. DISCREPANCIES, OMISSIONS AND CONSTRUCTABILITY

- .1 If a TENDERER finds discrepancies or errors or omissions in the drawings, specifications, or other documents or has any doubt as to the meaning or intent of any part thereof, he shall at once inform the OWNER. Any necessary changes, or additions, or further explanations, will be made by the OWNER by issuing an ADDENDUM.
- .2 Every request for an interpretation shall be made in writing, and forwarded to the address given on the Invitation to Tender. Oral discussions, unless confirmed in writing in an Addendum, shall not modify the CONTRACT DOCUMENTS nor the tendering procedure.
- .3 The TENDERER is responsible for gaining an understanding of the intent of the design as conveyed by the CONTRACT DOCUMENTS, adequate to allow the TENDERER to prepare a valid TENDER. The TENDERER shall be responsible for determining that THE WORK is constructible in accordance with the intent of the design.

5. REQUESTS FOR REVIEW OF EQUIVALENT ALTERNATIVES

- .1 The TENDERER shall submit any requests for review of equivalent alternatives to the ENGINEER at least 10 working days prior to the TENDER closing date.
- .2 Requests for consideration of alternative PRODUCT shall be submitted in writing and directed to the ENGINEER, and shall contain pertinent data such as construction and operation characteristics.

- .3 The OWNER may allow the alternative, and issue an ADDENDUM to the CONTRACT, or he may reject the alternative.
- .4 The TENDERER shall use only alternatives that are confirmed by an ADDENDUM.
- .5 Whenever alternatives are accepted, the TENDERER shall be responsible for making all consequent adjustments to make the alternative fit into THE WORK as specified, and the consequent costs shall be deemed to be included in the TENDER PRICE.

6. ALTERNATIVE PROPOSALS

- .1 A TENDERER may submit a Schedule of Alternative Proposals as provided in the Supplementary Tender Forms in which he may list one or more alternative MATERIAL, PRODUCT or construction methods, regardless of whether the specifications provide for consideration of equivalent alternatives. Full descriptive details shall be submitted with a statement for each alternative, including the increase in cost or decrease in cost if the OWNER accepts that alternative. The Alternative Proposals will be considered only after TENDERS close, and the OWNER may accept or reject any or all of the Alternative Proposals. Any Alternative Proposal which is not specifically accepted shall be considered rejected.
- .2 For every item for which an Alternative Proposal is submitted, the TENDERER must tender a price for that item as originally specified and his proposed increase or decrease if the alternative is used. The change in price tendered in the Alternative Proposal shall be added to or subtracted from the price tendered for the item as originally specified.
- .3 Whenever alternatives are accepted, the TENDERER shall be responsible for making all consequent adjustments to make the alternative fit into THE WORK as specified, and these consequent costs shall be deemed to be included in the price difference tendered for the alternative proposal.

7. SUBCONTRACTORS

- .1 The TENDERER shall submit in the Schedule of Subcontractors the names of SUBCONTRACTORS proposed for the work.
- .2 Where the Schedule of Subcontractors shows specific items of work the TENDERER shall name his SUBCONTRACTOR; or if the work will not be subcontracted he shall so indicate using the words "Own Forces".
- .3 The SUBCONTRACTORS listed in the Tender may not be changed without the written consent of the OWNER. If the OWNER so requires, the TENDERER shall be prepared to confirm to the OWNER the competence of SUBCONTRACTORS prior to their acceptance on THE WORK.
- .4 If at the time of Contract Award a SUBCONTRACTOR named in the Tender is not acceptable to the OWNER, the TENDERER shall name an alternative SUBCONTRACTOR acceptable to the owner.

8. SUPPLIERS AND MANUFACTURERS

- .1 The TENDERER shall submit in the Schedule of Suppliers and Manufacturers of MATERIAL and PRODUCT, the names of Manufacturers, and if MATERIAL and PRODUCT are obtained through intermediate agents, the agents shall be indicated as the Suppliers.
- .2 The Suppliers and Manufacturers named in the TENDER shall not be changed without the written consent of the OWNER.
- .3 If, at the time of Contract Award a Supplier and/or Manufacturer named in the TENDER is not acceptable to the OWNER, the TENDERER shall name an alternative Supplier or Manufacturer acceptable to the Owner.

9. TENDER GUARANTEE

- .1 The TENDER shall be accompanied by a Bid Bond in the amount of ten (10) percent of the CONTRACT PRICE and a Consent of Surety for the Performance Bond and Labour and Materials Payment Bond, in the amounts specified in the Tender Invitation. The Bid Bond and Consent of Surety shall be provided in an acceptable form by an agency that is acceptable to the OWNER, and licensed in the jurisdiction of the project. Alternatively the TENDERER may provide a certified cheque for the ten (10) percent of the CONTRACT PRICE or other form of TENDER Guarantee acceptable to the OWNER.
- .2 The obligation of the Tender Guarantee shall be that if the OWNER accepts a TENDER and the TENDERER refuses to sign the AGREEMENT and to provide the specified performance guarantees, then the Tender Guarantee shall be forfeited to the OWNER.
- .3 In the event that the OWNER's damages arising from default of the Tenderer in failing to perform the CONTRACT after acceptance of its Tender are greater than the amount of the Tender Guarantee, the Tender Guarantee shall not be construed to limit or eliminate the OWNER's right to sue for the balance of its damages or for all of its damages and that right may be exercised by the OWNER in its sole discretion.

10. TENDER EVALUATION

- .1 The OWNER reserves the right to evaluate TENDERS on the basis of criteria of its own choice, in its sole discretion, whether previously disclosed to TENDERERS or not, provided only that the reasons for selection of a TENDER shall not be frivolous, irrelevant, or malicious.
- .2 In evaluation of TENDERS the OWNER may, but is not obligated to, apply preference for:
 - a) a local Contractor over non-local;
 - b) an earlier completion date over later;

- c) a Contractor deemed by the OWNER in its sole discretion to be more competent than a less competent, (even though both may be competent to perform THE WORK).
- .3 In evaluation of TENDERS the OWNER may, but is not obligated to, consider previous or on-going disputes from other CONTRACTS, with a TENDERER.

11. ACCEPTANCE OR REJECTION OF TENDERS

- .1 The OWNER reserves the right to reject any or all TENDERS, to waive irregularities and informalities at his discretion and to accept the TENDER which the OWNER deems to be in its best interest. The lowest TENDER will not necessarily be accepted. Without limiting the generality of the foregoing, any TENDER may be rejected for any of the following reasons:
 - Incomplete TENDER.
 - Obscured or irregular erasures or corrections in the Schedule Of Prices.
 - Prices omitted or unbalanced.
 - Insufficient or irregular Tender Guarantees.
 - Evidence of inadequate experience, or of inadequate capacity to perform the contract, or failure to qualify under conditions of the Tendering Requirement.
 - Evidence of previous failure to perform adequately on similar work.
 - The insertion by the Tenderer of conditions which vary the Tendering Requirements or the Tender Forms.
- .2 No action of the OWNER other than a written "Notice of Acceptance" shall constitute an acceptance of a TENDER. Such written notice shall be in the form included in the Contract Documents and shall be signed by officials properly authorized by the OWNER to do so, and either under the seal of the OWNER, or witnessed, as may be appropriate for the OWNER.
- .3 The OWNER reserves its right to negotiate at the time of acceptance, with the lowest TENDERER only, for a lower TENDER PRICE, or for the removal from the TENDER of qualifying conditions, or both.

END OF DOCUMENT

PART 1 GENERAL

1.1 **GEOTECHNICAL REPORT**

- .1 A geotechnical report has been prepared for the Owner's use in design and it is attached herein in Appendix A.
- .2 The geotechnical report has been prepared by Interior Testing Services Ltd., Kelowna, BC dated July 27, 2016.
- .3 Any information pertaining to soils and borehole logs is furnished by the Owner as a matter of general information only and borehole descriptions or logs are not to be interpreted as descriptive of conditions at locations other than those of the boreholes themselves. Neither the Owner nor the Engineer warrants or makes any representation with respect to data or interpretations of data or opinions expressed in any geotechnical report available for the perusal of the Contractor, whether or not such report is included as part of the Tender or Contract Documents.
- .4 The Tenderer should familiarize himself with the purpose and limitations of the geotechnical report when interpreting subsurface conditions for Tender preparation purposes.

END OF SECTION

PART 1 GENERAL

1.1 **EXISTING SITE CONDITIONS**

- .1 TENDERERS must visit the site and examine site conditions.
- .2 TENDERERS may make tests, inspections, and measurements, but such investigations must be performed under time schedules and arrangements with the OWNER and TENDERERS must comply with the OWNER'S requirements.
- .3 TENDERERS must take note of the following particular existing site conditions:
 - Maintenance of existing lift station operation, facilities, and underground utilities.

END OF SECTION

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Section 01010	Summary of the Work
Section 01014	Work Sequence
Section 01015	Contractor's Use of the Premises
Section 01040	Coordination
Section 01050	Field Engineering
Section 01060	Regulatory Requirements
Section 01065	Special Project Requirements
Section 01070	Abbreviations
Section 01100	Alternatives
Section 01150	Measurement and Payment
Section 01200	Project Meetings
Section 01300	Submittals
Section 01310	Construction Schedules
Section 01340	Shop Drawings
Section 01380	Construction Photographs
Section 01390	Drawings of Record
Section 01400	Quality Control
Section 01500	Construction Facilities
Section 01561	Environmental Protection
Section 01600	Material and Installation
Section 01650	Equipment Installation
Section 01700	Contract Closeout

DIVISION 2 SITEWORK

Section 02224	Excavation and Site Work
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DIVISION 3 CONCRETE

Section 03000	Concrete General
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DIVISION 4 MASONRY

Section 04200	Concrete Unit Masonry
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DIVISION 6 WOOD AND PLASTICS

Section 06100 Rough Carpentry
Section 06200 Finish Carpentry

DIVISION 7 THERMAL AND MOISTURE PROTECTION

Section 07190 Air Vapor Barrier
Section 07200 Building Insulation
Section 07500 Membrane Roofing
Section 07610 Sheet Metal Roofing
Section 07620 Flashing and Trim
Section 07625 Rainwater Leaders
Section 07900 Sealant

DIVISION 8 DOORS AND WINDOWS

Section 08101 Hollow Steel Doors
Section 08102 Steel Door Frames
Section 08331 Overhead Coiling Doors
Section 08710 Hardware

DIVISION 9 FINISHES

Section 09000 Room Finish Schedule
Section 09900 Painting

DIVISION 10 SPECIALTIES

Section 10400 Signage

DIVISION 15 BUILDING MECHANICAL

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Section 15242 Seismic Restraints
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Appendix A - Geotechnical Report

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T-1 Contractor

Name _____

Address _____

Phone / Fax _____

T-2 Owner

Name District of Summerland

Address 9215 Cedar Avenue
Summerland, BC, V0H 1Z0

T-3 Project Description

Construction of a new concrete block building around an existing lift station, including reinforced concrete foundation, masonry, HVAC, site works, and related works.

T-4 Basis of the Tender

1. The CONTRACTOR has carefully examined the CONTRACT DOCUMENTS for the construction of THE WORK.
2. The CONTRACT DOCUMENTS are an integral part of this TENDER.
3. The CONTRACTOR has examined the WORKSITE and understands the conditions under which THE WORK is to be performed. The CONTRACTOR has satisfied himself that THE WORK is constructible.
4. The CONTRACTOR offers to furnish all of the MATERIAL and PRODUCT (except as otherwise specified to be supplied by others), together with all of the labour, to perform THE WORK described in the CONTRACT DOCUMENTS, in the manner prescribed therein, for the prices quoted in the Schedule of Prices, and in accordance with the other Schedules in this TENDER.
5. Where Prime Cost Sums for provision of MATERIAL or PRODUCT are included in the Schedule of Prices, only actual expenditures made upon the written authority of the OWNER, shall be paid out of these Prime Cost Sums, and if a Prime Cost Sum is not sufficient to cover that component of the work, then the CONTRACT PRICE shall be increased, and if the Prime Cost Sum is greater than required, the CONTRACT PRICE shall be decreased.

Prime Cost Sums shall include the net cost of the item, applicable taxes and duties and delivery to the Site. Prime Cost Sums shall not include handling at the site, protection, installation or overhead and profit. Allowance for handling, protection, installation, overhead and profit shall be made by the CONTRACTOR in his tendered prices for

installation. The tendered prices for installation will not be adjusted if the actual cost of the Prime Cost item has increased or decreased from the Prime Cost Sum in the TENDER.

6. Where Provisional Cost Sums for portions of THE WORK are included in the Schedule of Prices, only actual expenditures made upon the written authority of the OWNER, shall be paid out of these Provisional Cost Sums, and if the Provisional Cost Sum is not sufficient to cover THE WORK, then the CONTRACT PRICE shall be increased, and if the Provisional Cost Sum is greater than required for THE WORK, the CONTRACT PRICE shall be decreased.
7. Where a Contingency Allowance is included in the Schedule of Prices, only actual expenditures for increases in the quantities and changes in THE WORK, made upon the written authority of the OWNER, will be paid out of such allowance, and the CONTRACT PRICE will be changed in the amount by which the Contingency Allowance either exceeds or is exceeded by such expenditures.
8. Any equivalent alternatives used in this TENDER shall receive a final detailed review at the time of submission of shop drawings, and if an equivalent alternative is rejected at that time, the CONTRACTOR shall provide the item as originally specified at no change in the CONTRACT PRICE.
9. The estimated quantities of work are approximate only and are subject to increase or decrease, and whether the quantities are increased or decreased, the unit prices stated in the Schedule of Prices shall apply, and the CONTRACT PRICE shall be adjusted accordingly.
10. If a discrepancy is found between a Unit Price and an Amount, the Unit Price shall be considered as representing the intention of the CONTRACTOR, and the OWNER will recalculate the Amount. The addition of the Amounts will be corrected and a corrected TENDER Amount and CONTRACT PRICE will be established.

If a discrepancy is found between the sum of the corrected Amounts and the Tender Price shown, the sum of Amounts, as corrected shall be deemed to represent the intent of the Tenderer.

11. If a discrepancy is found between a Lump Sum Price and the corresponding Breakdown Prices, the Lump Sum Price shall be considered as representing the intention of the CONTRACTOR.
12. No action of the Owner other than sending a "Notice of Acceptance" in writing to the CONTRACTOR, shall constitute acceptance of a Tender. The Notice of Acceptance shall be in the form included in the CONTRACT DOCUMENTS as Document 00305.

T-5 Schedule of Prices

The CONTRACTOR offers the following Lump Sum Price for performance of the CONTRACT.

The *Contract Price*, which excludes Goods and Services Tax (GST), is:

_____ /100 dollars \$ _____

GST (of %5) payable by the *Owner* to the *Contractor* are:

_____ /100 dollars \$ _____

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

_____ /100 dollars \$ _____

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

All amounts are in Canadian funds.

Schedule of Completions

2. The CONTRACTOR offers to begin THE WORK within the period specified in the "Notice to Proceed," and to prosecute THE WORK in such a manner as to achieve the following completion periods. Completion includes all clean-up and rectification of all deficiencies.

THE WORK shall be completed entirely in 40 calendar days from the date of commencement specified in the "Notice to Proceed".

3. Time is of the Essence in this CONTRACT, and in the event that THE WORK is not completed within the period named above, the CONTRACTOR shall be responsible for all damages accruing to the OWNER due to late completion.

T-5A Liquidated Damages

1. The designated portion of THE WORK is described as follows: Total completion of the work including commissioning.

The designated portion of THE WORK shall be completed entirely in 40 Calendar Days (the Designated Completion Period).

2. If THE WORK is not completed within the Designated Completion Period, the CONTRACTOR shall pay to the OWNER Liquidated Damages of \$0 (zero) dollars per Calendar day for each calendar day in excess of the Designated Completion Period until THE WORK is entirely completed. These costs will be deducted from Progress Payments and shall be used to offset additional costs incurred by the Owner for late completion.
3. There shall be no exclusion of time from the Designated Completion Period for any reason OTHER than delays clearly attributable to the OWNER, its agents, employees or any other authorized Representatives.

T-6 Schedule of Addenda

1. The CONTRACTOR states that he has received the following ADDENDA which have been considered and taken into account in determining the Prices tendered in the Schedule of Prices. The ADDENDA are issued by or in behalf of the Owner.

Addendum Number	Date Issued	Number of Pages

T-7 Performance Guarantee and Insurance Certificate

1. After receipt of Notice of Acceptance, the CONTRACTOR shall provide a Performance Bond in the amount of 50% of the CONTRACT PRICE and a standard Labour and Materials Payment Bond in the amount of 50% of the CONTRACT PRICE and the Bonds shall remain in effect for the duration of construction and the Warranty Period.
2. The bonds shall be in a form that is acceptable to the OWNER and shall be supplied by an agency that is acceptable to the OWNER and that is licensed in the jurisdiction in which THE WORK is located.
3. In the event that a Security Deposit is provided in lieu of a Performance Bond, the Security Deposit shall be retained to the end of the Warranty Period.
4. After receipt of Notice of Acceptance, the CONTRACTOR shall provide the required Insurance Certificate.
5. The costs of bonds and insurance shall be borne by the CONTRACTOR.
6. No Progress Payments shall be made until the required Bonds or Security Deposit and Insurance Certificate have been delivered to the OWNER.

T-8 Agreement

1. The CONTRACTOR shall sign the AGREEMENT within fourteen (14) calendar days after receipt of the Notice of Acceptance.

T-9 Notice to Proceed

1. After acceptance, the OWNER will issue a "Notice to Proceed" and the date specified in this Notice shall be the date of commencement entered into the AGREEMENT.
2. The CONTRACTOR shall not enter onto the WORKSITE nor commence work before the date of commencement specified in the "Notice to Proceed."

T-10 Period of Irrevocability

This TENDER is irrevocable for 60 days after the TENDER closing date.

T-11 Signatures

Name of CONTRACTOR _____

Legal Status Corporation, Partnership or Sole Ownership

Correct Mailing Address _____

Names and Addresses of Corporation Officers or Members of the Organization:

Name	Address	Position
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Name	Address	Position
------	---------	----------

Name	Address	Position
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SIGNED, SEALED AND DELIVERED BY:

Signature of Witness

Signature of CONTRACTOR

Name

(Corporate

Address

(Seal Here

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1. CONTENT OF SUPPLEMENTARY TENDER FORMS

.1 The Schedules in the Supplementary Tender Forms are offered for information and are subject to review by the OWNER, who may require these Schedules to be modified before the award of the CONTRACT. Modifications may be required for good cause, including but not limited to:

- unacceptable SUBCONTRACTORS or Suppliers and Manufacturers.
- unacceptable Force Account Rates.
- unacceptable provisional unit prices.
- unacceptable supervisory personnel.
- other causes.

The CONTRACTOR warrants that all of the information given in these Schedules is current and correct. Changes to any schedule in the supplementary Tender Forms, agreed upon by the OWNER and the CONTRACTOR, after closing of the Tender Period but before Contract Award shall not in any way affect the Validity of the Tender.

.2 Upon acceptance by the OWNER, all Schedules in the Supplementary Tender Forms shall become a part of the CONTRACT DOCUMENTS.

.3 Table of Contents:

2	SCHEDULE OF FORCE ACCOUNT RATES
3	SCHEDULE OF ALTERNATIVE PROPOSALS
4	SCHEDULE OF CONTRACTOR'S QUALIFICATIONS
5	SCHEDULE OF EQUIPMENT
6	SCHEDULE OF CONTRACTOR'S SUPERVISORY PERSONNEL
7	SCHEDULE OF SUBCONTRACTORS
8	SCHEDULE OF MANUFACTURERS / SUPPLIERS OF MATERIAL AND PRODUCT

2. SCHEDULE OF FORCE ACCOUNT RATES

- .1 The CONTRACTOR offers to do force account work for the following rates for personnel and equipment. Equipment rates include operator, fuel, maintenance, profit and overhead. Personnel rates include payroll cost of labour, all payroll burdens, room and board, if applicable, overhead and profit. The cost of superintendents, time keepers, and other administrative and supervisory personnel and their vehicles are included in overhead. The cost of Bonding and Insurance is included in overhead.
- .2 The CONTRACTOR understands that the OWNER may review these Force Account Rates and require changes for good cause.

EQUIPMENT:

Description and Make	Model and Size	Hourly Rate

PERSONNEL:

Occupation Or Trade	Hourly Rate	Overtime Rate

3. SCHEDULE OF ALTERNATIVE PROPOSALS

- .1 The CONTRACTOR offers the following alternative units of PRODUCT, MATERIAL or methods of doing THE WORK, and offers to increase or decrease the Price as stated for each unit of PRODUCT, MATERIAL or methods of doing THE WORK, and to increase or decrease the CONTRACT PRICE. The increase or decrease includes allowance for the cost of making any adjustments to THE WORK which may be required in order to make the proposed alternative fit into THE WORK as originally specified. The tendered increase or decrease in price shall be added to or subtracted from the price tendered for the work as originally specified.
- .2 If the OWNER accepts an Alternative Proposal, as offered, or after negotiation, the increase or decrease in the price tendered for the work as originally specified, shall be implemented by a CHANGE ORDER after Award of the CONTRACT and the CONTRACT price shall then be changed.

.3 Alternative Proposals not specifically accepted by the OWNER are deemed to be rejected.

Item No.	Specification Section No.	Original Item	Alternative Item (Make / Model)	Price Difference
1				
2				
3				
4				
5				
6				

Item No.	Specifications Section No.	Original Item	Tendered Price	Alternative Item	Alternative Price	Price Difference

4. SCHEDULE OF CONTRACTOR'S QUALIFICATIONS

.1 The CONTRACTOR states that the following is a true account of his qualifications and experience on work similar to THE WORK.

Work	Year	Construction Cost	Owner/Engineer

5. SCHEDULE OF EQUIPMENT

.1 The CONTRACTOR states that the equipment listed or its equivalent shall be available for THE WORK on this CONTRACT.

Description of Unit	Size or Capacity	Condition	Age	Present Location

6. SCHEDULE OF CONTRACTOR'S SUPERVISORY PERSONNEL

- .1 The CONTRACTOR states that the following supervisory personnel shall be employed on this CONTRACT.

Name	Position	Experience

7. SCHEDULE OF SUBCONTRACTORS

- .1 The CONTRACTOR states that the following SUBCONTRACTORS shall be utilized on this CONTRACT:
- .2 The CONTRACTOR agrees that if a named SUBCONTRACTOR is not acceptable to the OWNER, the CONTRACTOR shall name an alternative SUBCONTRACTOR, which is acceptable to the OWNER, before Award of the CONTRACT.

Items of Work	Subcontractor
Excavation	
Concrete	
Misc. Steel	
Painting	
Building Mechanical	
Electrical	

Items of Work	Subcontractor
---------------	---------------

8. SCHEDULE OF MANUFACTURERS/SUPPLIERS OF MATERIAL AND PRODUCT

.1 The CONTRACTOR states that the following MANUFACTURERS/SUPPLIERS of MATERIAL and PRODUCT shall be utilized for the major supply items on this CONTRACT.

Item	Supplier	Manufacturer

.2 The CONTRACTOR agrees that, if a named MANUFACTURER/SUPPLIER is not acceptable to the OWNER, the CONTRACTOR shall name an alternative, acceptable to the OWNER, before Award of the CONTRACT.

END OF DOCUMENT

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1. THE PARTIES TO THE CONTRACT AND THE DATE OF THE AGREEMENT

THIS AGREEMENT made in Triplicate on the ____ day of _____, 2018 by and between:

District of Summerland

Hereinafter called the "OWNER" and

Hereinafter called the "CONTRACTOR"

The OWNER and the CONTRACTOR agree as follows:

2. SCOPE OF THE WORK

.1 The CONTRACTOR agrees to furnish all of the MATERIAL and PRODUCT (except as otherwise specified to be supplied by others) together with all of the equipment, labour and transportation necessary to perform entirely THE WORK as described in the CONTRACT DOCUMENTS entitled:

Tender No. RFT-2018-01

"Peach Orchard Lift Station Building"

The CONTRACT DOCUMENTS have been prepared by Stantec Consulting Ltd. and include all documents listed in the "Contents of the Contract Documents." The CONTRACT DOCUMENTS are an integral part of this AGREEMENT.

.2 In preparing these Contract Documents, Stantec Consulting Ltd. has relied on information or work product provided by the Owner or by Others on behalf of the Owner, and Stantec Consulting Ltd. does not warrant or guarantee the adequacy or reliability of such information or work product.

3. COMPLETION DATES

.1 THE WORK to be performed under this CONTRACT shall be commenced on the date specified in the "Notice to Proceed". Components shall be completed and THE WORK in its entirety shall be fully completed, including clean-up and rectification of all deficiencies, within the time allotments specified in Document 00304, Paragraph T-6.1, "Schedule of Completions", which paragraph is incorporated herein by reference.

.2 Time is of the essence of this AGREEMENT and in the event that THE WORK is not completed as specified, the CONTRACTOR shall become liable for any added engineering expense and any other costs incurred as damages to the OWNER. The amount of such damages may be deducted from any monies due the CONTRACTOR.

.3 It is agreed between the OWNER and the CONTRACTOR that in the event of such delay in completion, the OWNER will suffer damages estimated to be \$500 dollars

per calendar day, and the CONTRACTOR agrees to pay such damages as liquidated damages and not as a penalty.

4. PAYMENT

.1 The OWNER shall pay the CONTRACTOR in Canadian currency for the performance of the CONTRACT at the Prices named in the TENDER, and subject to the conditions set forth in the CONTRACT DOCUMENTS.

5. CONTRACT PRICE

.1 The CONTRACT PRICE shall be \$ _____ which shall be subject to additions or subtractions as provided in the CONTRACT DOCUMENTS.

6. PERFORMANCE GUARANTEES

.1 The CONTRACTOR hereby deposits with the OWNER a Performance Bond in the amount of 50% of the CONTRACT PRICE and a Labour and Materials Payment Bond in the amount of 50% of the CONTRACT PRICE.

7. WRITTEN NOTICE

.1 Written notice shall be deemed to have been duly served if delivered in person to the individual, or to a member of the firm, or to an officer of the corporation for which it is intended; or sent by double registered mail to its business address.

.2 Written Notice must be served to:

The OWNER:

District of Summerland
9215 Cedar Avenue,
Summerland, BC, V0H 1Z0

The CONTRACTOR:

8. WRITTEN NOTICE SIGNATURES

.1 IN WITNESS WHEREOF the Parties hereto have executed this AGREEMENT, the day and year first above written.

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness to the Signature
of the OWNER

1. _____

Address:

2. _____

Address:

Witness to the Signature
of the CONTRACTOR

1. _____

Address:

2. _____

Address:

DISTRICT OF SUMMERLAND

1. _____

Title:

Address: District of Summerland
9215 Cedar Avenue
Summerland, BC, V0H 1Z0

(SEAL)

2. _____

Title:

Address: District of Summerland
9215 Cedar Avenue
Summerland, BC, V0H 1Z0

1. _____

Title:

Address:

(SEAL)

2. _____

Title:

Address:

END OF DOCUMENT

STANTEC CONSULTING LTD.

CERTIFICATE OF INSURANCE

This is to certify that the insurances as described herein have been arranged for the insured named herein on whose behalf this Certificate is executed, and we hereby certify that such insurances are in full force and effect.

NAME OF INSURED _____

ADDRESS OF INSURED _____

INSURANCE COVERAGE PROVIDED

1. COMPREHENSIVE GENERAL LIABILITY INSURANCE covering property damage and contractual liability.

Policy No.	_____	Insurer	_____
Date Effective	_____	Date of Expiration	_____
Limits of Liability	_____	Each Person	_____
		Each Occurrence	_____
		Aggregate Cover	_____
		Inclusive Limits	_____

2. AUTOMOBILE INSURANCE covering all vehicles owned, operated, leased, or hired.

Policy No.	_____	Insurer	_____
Date Effective	_____	Date of Expiration	_____
Limits of Liability	_____	Each Person	_____
		Each Accident	_____
		Inclusive Limits	_____

3. COURSE OF CONSTRUCTION INSURANCE either All Risks Builders Risk Policy or (Specify)
- _____

Policy No. _____ Insurer _____
Date Effective _____ Date of Expiration _____
Limits of Liability _____

If any of the policies described herein are changed in any manner, for any reason during the period of coverage as stated herein, so as to effect this Certificate, or if any of the policies are cancelled or terminated, 15 days written notice shall be given to the Owner and to the Engineer prior to such change, cancellation or termination becoming effective.

This Certificate is executed and issued to the Owner the day and date written below.

OWNER: DISTRICT OF SUMMERLAND

Address: 9215 Cedar Avenue, Summerland, BC, V0H 1Z0

DATE:

NAME OF AGENT OR BROKER:

Address:

NAME OF AUTHORIZED OFFICIAL:

SIGNATURE OF AUTHORIZED OFFICIAL: _____

4. WRAP-UP LIABILITY INSURANCE covering all Subcontractors, Suppliers, and the OWNER, and its CONSULTANTS and SUBCONSULTANTS (if required by the CONTRACT).

END OF SECTION

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1. DEFINITIONS

- .1 The contents of the CONTRACT DOCUMENTS are limited to:

Contract Forms:

- the TENDER Forms
- the Supplementary TENDER Forms
- Notice of Acceptance
- the AGREEMENT
- the Performance Bond
- the Labour and Materials Payment Bond
- the Certificate of Insurance;

Conditions of the Contract:

- the General Conditions
- the Supplementary General Conditions;

Drawings;

Specifications;

Appendices;

Addenda;

Field Orders;

Change Orders.

- .2 The following definitions shall apply throughout the CONTRACT DOCUMENTS:

- .1 The term ENGINEER shall mean Stantec Consulting Ltd. or such other engineering firm as may from time to time be duly authorized and appointed in writing by the OWNER to act for the purposes of this CONTRACT within the authority and responsibility defined in the CONTRACT DOCUMENTS.
- .2 The term OWNER REPRESENTATIVE shall mean an employee of the OWNER or an agent of the OWNER, specifically designated in writing by the OWNER to have special responsibilities and authorities as set out in the CONTRACT DOCUMENTS.
- .3 The term THE WORK shall mean the entirety of the work described in these contract documents, including MATERIAL, PRODUCT, labour, PLANT, transportation and other facilities and items ancillary to the foregoing required to furnish and perform the CONTRACT by the CONTRACTOR in accordance with the intent of the design as expressed in the CONTRACT DOCUMENTS.

- .4 The term THE PROJECT shall mean the total construction contemplated by the OWNER, of which THE WORK may be the whole or only a part.
- .5 The term WORKSITE shall mean the spatial limits within which THE WORK is located, during the period of performance of THE WORK from the date of Notice to Proceed to the date of the CONSTRUCTION COMPLETION CERTIFICATE.
- .6 The term CONTRACTOR'S SUPERINTENDENT shall mean an employee or representative of the CONTRACTOR who is specifically authorized to be in full charge of the CONTRACTOR's operations at the WORKSITE and is so designated in writing by the CONTRACTOR to the OWNER.
- .7 The term SUBCONTRACTOR shall mean a person neither contracting with nor employed directly by the OWNER for doing any of THE WORK, but contracting with or being employed directly by the CONTRACTOR, provided however that the term SUBCONTRACTOR shall not include one who merely supplies MATERIAL or PRODUCT for THE WORK to the CONTRACTOR.
- .8 The term OTHER CONTRACTOR shall mean any person, firm or corporation employed by the OWNER on the site of THE PROJECT other than through the CONTRACTOR.
- .9 The term CONTRACT PRICE shall mean the total amount of the CONTRACT as defined in the AGREEMENT, adjusted during the course of THE WORK as required by these CONTRACT DOCUMENTS.
- .10 Certificates
- a) The term PROGRESS PAYMENT CERTIFICATE shall mean a claim for payment for work done, prepared by the CONTRACTOR, reviewed and certified by the ENGINEER, upon which payment on account is made periodically by the OWNER.
- b) The term CONSTRUCTION COMPLETION CERTIFICATE shall mean a certificate issued by the ENGINEER upon full completion of THE WORK, including cleanup and rectification of all deficiencies.
- c) The term FINAL CERTIFICATE shall mean the certificate issued by the ENGINEER on behalf of the OWNER or by the OWNER, only at the request of the CONTRACTOR, after expiry of the WARRANTY PERIOD, provided that the conditions of the CONTRACT have been met.
- .11 The term WARRANTY PERIOD shall mean the period beginning on the date specified in the "CONSTRUCTION COMPLETION CERTIFICATE," and ending after all conditions of the CONTRACT have been met, and the specified period has expired.

- .12 The term FIELD ORDER (F.O.) shall mean a written communication from the OWNER, or from the ENGINEER on behalf of the OWNER, to the CONTRACTOR, clarifying the CONTRACT DOCUMENTS, issuing additional instructions, requesting information, or ordering a change in THE WORK within the general scope of THE WORK.
- .13 The term CHANGE ORDER shall mean a written communication issued by the OWNER, with the agreement of the CONTRACTOR, setting forth the authorized amount and time to be added to or deducted from the CONTRACT PRICE on account of changes in THE WORK described by a NOTICE OF CONTEMPLATED CHANGE and subsequent correspondence.
- .14 The term NOTICE OF CONTEMPLATED CHANGE (NCC) shall mean a written communication from the ENGINEER, on behalf of the OWNER, describing a change in THE WORK and requesting a quotation, complete with a narrative description of the details of the work to be done by the CONTRACTOR to achieve the intent of the contemplated change.
- .15 The term QUOTATION FOR CONTEMPLATED CHANGE (QCC) shall mean a written proposal by the CONTRACTOR to the OWNER for doing the work required to achieve the contemplated change, including both cost and time implications for doing the work.
- .16 The term PLANT shall mean collectively all tools, implements, machinery, vehicles, structures, equipment and other things required for the execution of THE WORK, and provided by the CONTRACTOR.
- .17 The term MATERIAL shall mean collectively all materials and commodities required to be furnished under the CONTRACT for THE WORK except those specifically provided for otherwise in the CONTRACT DOCUMENTS.
- .18 The term PRODUCT shall mean collectively machinery or assembled components specifically provided for THE WORK and standard PRODUCT such as motors, pumps, etc. designed and produced for a specific use.
- .19 The term "PROVIDE" shall mean supply and install.
- .3 Words importing the singular only shall also include the plural and vice-versa, where the context requires.
- .4 MATERIAL, PRODUCT, PLANT or methods described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized meaning.

2. AGREEMENT

- .1 The AGREEMENT shall be signed in Triplicate by the OWNER and the CONTRACTOR.

3. DRAWINGS AND INSTRUCTIONS

- .1 The OWNER will furnish to the CONTRACTOR 6 working copies of the CONTRACT DOCUMENTS.
- .2 A current set of the complete CONTRACT DOCUMENTS, in good order, shall be kept at the WORKSITE and shall be available there to the ENGINEER and the OWNER.
- .3 All drawings, specifications and copies thereof furnished by the ENGINEER are his property. They shall not be used on other work and, with the exception of the signed CONTRACT DOCUMENT set, are to be returned to the ENGINEER on request, upon completion of THE WORK.
- .4 All models prepared by the ENGINEER for the OWNER's use and paid for by the OWNER, are the property of the OWNER, and not the CONTRACTOR, unless specifically agreed otherwise.

4. REFERENCE POINTS AND LAYOUT

- .1 The ENGINEER will establish base lines and reference points, for the location of principal components of THE WORK, as well as bench marks in reasonable proximity to THE WORK.
- .2 The CONTRACTOR shall be responsible for protection and preservation of bench marks, reference points and stakes, and legal survey pins, and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their loss or disturbance.
- .3 The CONTRACTOR shall provide all detailed layout of dimensions, locations, and elevations of THE WORK from the base lines, reference points, and bench marks set by the ENGINEER.
- .4 The CONTRACTOR shall not proceed with THE WORK until he has received from the ENGINEER such base lines, reference points, elevations, and other points and instructions as are required for the execution of THE WORK.
- .5 The CONTRACTOR shall, before commencing work at any point, satisfy himself as to the meaning and correctness of all stakes and instructions. No claims shall be considered for any allowance based on alleged inaccuracies, failure to read reference points correctly, or failure to interpret instructions correctly.
- .6 If the CONTRACTOR, in the course of executing THE WORK, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors, omissions or discrepancies in drawings or in the layout as given by points and instructions, he shall inform the OWNER immediately in writing, and the OWNER or the ENGINEER shall promptly verify the same and issue appropriate instructions. Any work done after discovery of errors, omissions or discrepancies, before further work is authorized, will be done at the CONTRACTOR'S risk.

5. ENGINEER AND THE CONTRACTOR

- .1 The ENGINEER shall administer the CONTRACT and shall, in the first instance, be the interpreter of the CONTRACT and shall assess the adequacy of performance by the Parties.

The ENGINEER shall provide full time resident services at the WORKSITE and general engineering services for THE WORK.

The duties, responsibilities and limitations of authority of the ENGINEER are defined in the CONTRACT DOCUMENTS and they may not be changed except with the written consent of the OWNER, the CONTRACTOR and the ENGINEER. They are delegated to the ENGINEER by the OWNER.

- .2 The efforts of the ENGINEER shall be directed to reviewing construction progress, providing interpretation of the CONTRACT DOCUMENTS, where required, and assisting in the expeditious carrying out of THE WORK.
- .3 The ENGINEER does not guarantee the CONTRACTOR's work nor undertake to check the quality and quantity of work on behalf of the CONTRACTOR. The ENGINEER is not responsible to the CONTRACTOR for discovering defects in THE WORK nor for advising the CONTRACTOR of defects in THE WORK.
- .4 The CONTRACTOR shall bring to THE WORK the expertise, skill and experience required for the execution of THE WORK.
- .5 During the course of execution of THE WORK, if the CONTRACTOR becomes aware of any error, discrepancy or omission in the drawings or the specifications, the CONTRACTOR shall immediately notify the ENGINEER in writing and request instructions. The CONTRACTOR shall not proceed any further with that portion of THE WORK until he has received such instructions in writing from the ENGINEER.

The ENGINEER may, by FIELD ORDER, put a "hold" on any portion of THE WORK while an error, discrepancy or omission, whether discovered by the CONTRACTOR or the ENGINEER, is investigated. Such a "hold" order shall not constitute a basis for a claim by the CONTRACTOR for delay, unless and until it critically affects the performance of THE WORK and the Schedule for Completion of THE WORK.

- .6 The CONTRACTOR shall have complete control of THE WORK and shall direct and supervise THE WORK to ensure conformance with the intent of design as expressed in the CONTRACT DOCUMENTS. The CONTRACTOR shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating the various aspects of THE WORK under the CONTRACT. The CONTRACTOR shall have determined that THE WORK is constructible.
- .7 The CONTRACTOR shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structures and other temporary facilities, and for the design and execution of methods required in their use.

When required by law or by the CONTRACT, the CONTRACTOR shall engage and pay for registered professional engineering personnel to perform the design of temporary facilities and methods of execution to ensure safety and satisfactory performance.

When required by the Specifications or drawings, the CONTRACTOR shall submit to the ENGINEER a written description and Drawings to show its proposed methods and means for doing certain specified items of THE WORK. These submissions are to be made to allow the ENGINEER on the OWNER's behalf to:

- a) determine the general conformance of the proposed means and methods with the intent of the design;
- b) determine whether there are or could be any serious affects of a permanent nature on THE WORK, the WORKSITE, or the contiguous area outside the Worksite.

The OWNER, or the ENGINEER in the OWNER's behalf may, but they are not obligated to, comment, give approval or withhold approval of the proposed means and methods.

The OWNER may stop the CONTRACTOR from implementing the proposed means and methods by issuing a FIELD ORDER.

The CONTRACTOR shall employ a competent CONTRACTOR'S SUPERINTENDENT who shall be in attendance at the WORKSITE while THE WORK is being performed. The CONTRACTOR'S SUPERINTENDENT shall be acceptable to the OWNER and shall not be removed or changed without good reason, and then only with the approval of the OWNER.

The CONTRACTOR'S SUPERINTENDENT shall represent the CONTRACTOR at the WORKSITE and additional instructions given to him by the ENGINEER shall be deemed to have been given to the CONTRACTOR.

- .8 Nothing contained in the CONTRACT DOCUMENTS shall be construed to form any contractual obligation between the ENGINEER and the CONTRACTOR.

6. SUBCONTRACTORS

- .1 The CONTRACTOR shall preserve and protect the rights of the OWNER with respect to all work performed under the Contract and shall:
 - a) Require all SUBCONTRACTORS to perform work in accordance with and subject to the terms and conditions of the CONTRACT;
 - b) Be as fully responsible to the OWNER for acts and omissions of SUBCONTRACTORS and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the CONTRACTOR;

- c) Incorporate all terms and conditions of the CONTRACT DOCUMENTS into all Subcontract Agreements he enters into with his SUBCONTRACTORS, insofar as they are applicable.
 - .2 The CONTRACTOR shall employ those SUBCONTRACTORS proposed in the Schedule of SUBCONTRACTORS for portions of THE WORK designated and as accepted by the OWNER prior to Acceptance of the TENDER.
 - .3 Nothing contained in the CONTRACT DOCUMENTS shall create any contractual obligation between any SUBCONTRACTOR and the OWNER.
7. OTHER CONTRACTORS
- .1 The OWNER reserves the right to let other contracts on the WORKSITE related to the Project and to do work with his own forces on the Project.
 - .2 The OWNER shall coordinate the work, insurance coverages, and compliance of OTHER CONTRACTORS with rules and procedures for the WORKSITE insofar as these affect THE WORK of this CONTRACT.
 - .3 The CONTRACTOR shall coordinate his work with that of OTHER CONTRACTORS and tie into works constructed by others as specified or shown in the CONTRACT DOCUMENTS.
 - .4 The CONTRACTOR shall report to the OWNER or the ENGINEER any apparent deficiencies in OTHER CONTRACTORS' work which would affect THE WORK of this CONTRACT as soon as they come to his attention and shall confirm such report in writing. Failure by the CONTRACTOR to so report shall invalidate any claims against the OWNER by reason of the deficiencies of OTHER CONTRACTORS' work except as to those of which the CONTRACTOR could not reasonably be aware.
8. ASSIGNMENT
- .1 Neither Party to the CONTRACT shall assign the CONTRACT or any portion thereof, nor any monies due to either Party, without the written consent of the other; which consent shall not be unreasonably withheld.
9. INDEMNITY
- .1 The CONTRACTOR shall indemnify and hold harmless the OWNER, the ENGINEER, OTHER CONTRACTORS and any and all representatives or employees of the OWNER, from and against all third party actions, claims, demands or suits, or payments, losses, judgment or expenses arising out of or in consequence of the acts, omissions or negligence of the CONTRACTOR in performing THE WORK during the period of performance of THE WORK and during the Warranty Period.
 - .2 In the event of such a third party action, claim, demand or suit, the OWNER shall give written notice thereof to the CONTRACTOR and the CONTRACTOR shall thereupon defend against or otherwise dispose of the same, and shall pay any losses, judgments and expenses promptly after they are determined.

- .3 If the CONTRACTOR fails, refuses or neglects to defend, or otherwise dispose of such third party action, claim, demand or suit, within reasonable time and within legal time constraints, the OWNER may dispose of such action, claim, demand or suit on such terms as the OWNER, in his sole discretion, shall deem reasonable. The CONTRACTOR shall thereupon, and forthwith, pay to the OWNER the sums paid out by the OWNER and all reasonable costs incurred by the OWNER in disposing of the matter, including the OWNER'S legal costs on the Solicitor and Client basis.
- .4 The obligation of the CONTRACTOR to indemnify the OWNER shall not apply to liability arising out of acts, omissions or negligence of the OWNER, the ENGINEER, OTHER CONTRACTORS or any other representative or employee of the OWNER.

10. DISPUTE RESOLUTION

- .1 The Engineer shall, in the first instance, interpret the CONTRACT and make any determinations for which he is responsible and which he is authorized to make under the CONTRACT. Should either the CONTRACTOR or the OWNER dispute the written interpretation or determination made by the ENGINEER in the first instance, that party shall, within six (6) calendar days of receiving the determination or interpretation, submit to the ENGINEER a written notice of his dispute setting out all of the relevant details.
- .2 Upon receipt of a Notice of Dispute, the ENGINEER shall immediately notify in writing the other party to the CONTRACT and provide to the other party a copy of the Notice of Dispute.
- .3 The OWNER and the CONTRACTOR shall, within six (6) calendar days of receiving such notification, review the dispute jointly and attempt a resolution by negotiation.
- .4 If the OWNER and the CONTRACTOR are not able to resolve the dispute by negotiation, they may, by mutual agreement, engage a mediator to assist them in further negotiation towards reaching a resolution.
- .5 Alternatively, or after mediation has failed, the OWNER and the CONTRACTOR may, by mutual agreement, submit the dispute to arbitration under the laws of the jurisdiction in which THE WORK is situated. Insofar as it is compatible with the law in the jurisdiction in which THE WORK is situated, the Recommended Procedures for Arbitration of Construction Disputes of the Canadian Construction Association, the most current edition, shall be followed. The arbitrator's decision shall be binding.
- .6 Alternatively, the CONTRACTOR or the OWNER may commence an action at law with respect to the dispute if it cannot be resolved by negotiation either with or without mediation.

Neither negotiation with or without mediation, nor arbitration, shall be conditions precedent to proceeding with an action at law.

- .7 If the dispute is not resolved promptly, the ENGINEER shall give instructions in writing to the CONTRACTOR to do such work or to take such actions or refrain from taking such actions as may be required to avoid delay, mitigate damage and continue the proper performance of THE WORK pending resolution of the dispute. The CONTRACTOR shall act promptly in accordance with such instructions and by so doing shall not jeopardize any claim he may have with respect to the dispute.

11. DELAYS

- .1 If the CONTRACTOR is delayed in the performance of THE WORK by weather, labour disputes, strikes or lock-outs of the CONTRACTOR'S forces, or delay by common carriers, the CONTRACTOR shall not be compensated for any additional costs thereby incurred, nor shall the completion dates be changed, because it is agreed that the CONTRACTOR is more competent than the OWNER to assess the probability and impact of these events. The CONTRACTOR'S forces in this context includes SUBCONTRACTORS and Suppliers and Manufacturers supplying or providing PRODUCTS or MATERIALS.
- .2 If the CONTRACTOR is delayed in the performance of THE WORK by failure of the OWNER to make decisions respecting THE WORK, late delivery of MATERIALS or PRODUCTS furnished by the OWNER, or acts or omissions of the OWNER, or by strikes or lock-outs of the OWNER'S forces, the CONTRACTOR shall be compensated for any additional costs thereby incurred, and the completion date, subject to paragraph 11.5 shall be changed. The amount of the compensation and the extent of change in completion date shall be determined in the first instance by the ENGINEER.
- .3 If the CONTRACTOR is delayed in performance of THE WORK by a Suspension of THE WORK Notice by the OWNER and if the period of suspension is thirty (30) calendar days or less, the CONTRACT time shall be extended by the period of suspension plus six (6) calendar days, subject to the condition of paragraph 11.5.
- .4 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 provided that such Order was not issued as a result of any act or fault of the CONTRACTOR, or of anyone employed by him directly or indirectly, then the CONTRACTOR shall be entitled to claim compensation for additional costs thereby incurred, and the completion date, subject to paragraph 11.5, shall be changed. The amount of compensation and the extent of change in completion date shall be determined in the first instance by the ENGINEER.
- .5 If the Completion Date is changed in accordance with paragraphs 11.2, 11.3 or 11.4, then, with respect to the new Completion Date, time is of the essence.
- .6 The CONTRACTOR shall provide to the OWNER timely written notice of all delays for which it is the CONTRACTOR'S intention to claim either an extension of completion time or costs resulting from the delay or both.

12. OWNER'S RIGHT TO DO WORK

- .1 If the CONTRACTOR should refuse or fail to supply adequate PRODUCT, MATERIAL, PLANT or workmanship for the scheduled performance of THE WORK, or neglect to prosecute THE WORK properly, or fail to perform any of the provisions of the CONTRACT, then the OWNER may give written notice to the CONTRACTOR and his Surety that the CONTRACTOR is in default of his contractual obligations, and instruct him to correct the default within five (5) working days.
- .2 If the correction of the default cannot be completed within the five (5) working days specified, the CONTRACTOR shall be considered to be in compliance with the OWNER'S instruction if he:
 - a) Commences the correction of the default within the specified time; and
 - b) Provides the OWNER with an acceptable schedule for such correction; and
 - c) Completes the correction in accordance with such schedule.
- .3 If the CONTRACTOR fails to comply with the provisions of General Conditions 12.1 and 12.2, the OWNER may, without prejudice to any other right or remedy he may have, correct such default and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. The ENGINEER shall, in the first instance, determine that both the corrective action and the amount subsequently charged to the CONTRACTOR are reasonable.

13. OWNER'S RIGHT TO TERMINATE THE CONTRACT

- .1 If the CONTRACTOR should:
 - a) Be adjudged bankrupt, or make a general assignment for the benefit of creditors, or if a receiver is appointed on account of his insolvency; or
 - b) Fail to make sufficient payments due to his creditors for labour, PLANT, PRODUCT and MATERIAL used or reasonably required for use on or in THE WORK; or
 - c) Disregard laws or ordinances, or the ENGINEER'S instructions; or
 - d) Abandon THE WORK, or fail to adhere to THE WORK Schedule to such an extent that there is danger of failing to meet Completion dates; or
 - e) Otherwise violate the fundamental conditions of the Contract;

the OWNER shall, by written notice, instruct the CONTRACTOR to correct the default within five (5) working days. If the default is not corrected within five (5) working days, then the OWNER may, without prejudice to any other right or remedy he may have, terminate the CONTRACTOR'S right to continue THE WORK or terminate the CONTRACT.

- .2 If the OWNER terminates the CONTRACTOR'S right to continue with THE WORK or terminates the CONTRACT under the conditions set out above, and if the performance Warranty is unconditional, the OWNER shall be entitled to:
- a) Take possession of the premises, PRODUCT, MATERIAL and PLANT and utilize them to finish THE WORK by whatever method he may deem expedient but without undue delay or expense; and
 - b) Withhold any further payments to the CONTRACTOR until THE WORK is finished; and
 - c) Upon completion of THE WORK, determine the full cost of finishing THE WORK as certified by the ENGINEER, including compensation to the ENGINEER for his additional services and a reasonable allowance as determined by the ENGINEER to cover the cost of any corrections required under the WARRANTY PERIOD, and charge the CONTRACTOR the amount by which the full cost exceeds the unpaid balance of the CONTRACT PRICE; or if such cost of finishing THE WORK is less than the unpaid balance of the CONTRACT PRICE, pay the CONTRACTOR the difference; and
 - d) On expiry of the WARRANTY PERIOD, charge the CONTRACTOR the cost of corrections required under the warranty.

The CONTRACTOR'S obligation under the CONTRACT as to the quality of that portion of THE WORK and warranty of that portion of THE WORK performed by the CONTRACTOR prior to termination of the CONTRACTOR'S right to continue with THE WORK shall continue in force after the termination.

- .3 If the CONTRACTOR has provided a Performance Bond, the OWNER shall have the option of:
- a) Terminating the CONTRACTOR'S right to continue with THE WORK; or
 - b) Terminating the CONTRACT; or
 - c) Exercising the OWNER'S rights in accordance with conditions of the Performance Bond.

14. SUSPENSION OF THE WORK BY THE OWNER

- .1 The OWNER may suspend the execution of THE WORK by giving written notice to the CONTRACTOR to that effect.
- .2 The CONTRACTOR, upon receiving such written notice, shall immediately suspend all operations except those necessary for the care and preservation of the portions of THE WORK already executed, and the WORKSITE.
- .3 During the period of suspension, the CONTRACTOR shall not remove from the WORKSITE any part of THE WORK or any MATERIAL, PRODUCT or PLANT without the written approval of the OWNER.

- .4 If the period of suspension is thirty (30) calendar days or less, the CONTRACTOR shall, upon expiry of the suspension, resume the execution of THE WORK and he shall be paid additionally all of his reasonable costs incurred because of the suspension. The additional costs shall be claimed by the CONTRACTOR and shall be verified by a determination of the ENGINEER in the first instance.
 - .5 After thirty (30) calendar days, of suspension of THE WORK the OWNER at its sole option shall:
 - a) Negotiate terms under which the CONTRACTOR shall continue with the execution of THE WORK and the CONTRACTOR shall then resume operations in accordance with the terms of that negotiation; or
 - b) Deem the Notice of Suspension to be a Notice of Termination of the CONTRACT. In the event of Termination, the CONTRACTOR shall be paid his reasonable costs incurred due to the suspension. The additional costs shall be claimed by the CONTRACTOR and verified in the first instance by a determination of the ENGINEER. The CONTRACTOR shall not have a claim for loss of profit on that portion of THE WORK not performed.
 - .6 After thirty (30) calendar days of suspension of THE WORK, the CONTRACTOR shall be allowed to remove any or all of its PLANT from the WORKSITE without further approval from the OWNER.
15. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT
- .1 If the OWNER should be adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of his insolvency, the CONTRACTOR may, without prejudice to any other right or remedy he may have, by giving the OWNER five (5) days written notice, terminate the CONTRACT.
 - .2 If THE WORK should be stopped or otherwise delayed for a period of thirty days or more under an order of any court, or other public authority, and provided that such order was not issued as the result of any act or fault of the CONTRACTOR or of anyone directly or indirectly employed by him, the CONTRACTOR may, without prejudice to any other right or remedy he may have, by giving the OWNER written notice, terminate the CONTRACT.
 - .3 The CONTRACTOR may notify the OWNER in writing, with a copy to the ENGINEER, that the OWNER is in default of his contractual obligations if:
 - a) The ENGINEER fails to certify a Progress Payment Certificate in accordance with these General Conditions; or,
 - b) The OWNER, subject to requirements of these General Conditions, fails to pay to the CONTRACTOR when due, any amount certified by the ENGINEER, or awarded by arbitrators; or,

- c) The OWNER fails to furnish, upon written request from the CONTRACTOR, reasonable evidence of ability to fulfill the OWNER's financial obligation under the CONTRACT.

Such written notice shall advise the OWNER that if such default is not corrected within fifteen (15) calendar days from the receipt of the written notice the CONTRACTOR may, without prejudice to any other right or remedy he may have, stop THE WORK and terminate the Contract.

- .4 If the CONTRACTOR terminates the Contract under the conditions set out above, he shall be paid for all work performed and for any loss sustained upon MATERIAL, PRODUCT and PLANT, with reasonable profit.

16. CHANGES IN THE WORK

- .1 The OWNER may order changes in the work through additions, deletions, modifications or variations without invalidating the CONTRACT. The value of such changes shall be taken into account in ascertaining the final amount of the CONTRACT PRICE. All such work shall be executed under the conditions of the CONTRACT. No extension of the CONTRACT Completion Time shall be made on account of changes in the work unless expressly provided for in the CHANGE ORDER.
- .2 No changes in the work shall be made unless pursuant to a FIELD ORDER or a CHANGE ORDER and no payment shall be made or credit given unless authorized by a CHANGE ORDER.
- .3 The authority of the ENGINEER to order payment without prior approval of the OWNER, through a CHANGE ORDER is limited in any one instance to 10% of the Contingency Allowance or Five Thousand Dollars (\$5,000) whichever is the lesser, and cumulatively to the amount of the Contingency Allowance. The CONTRACTOR shall not depend upon the order of the ENGINEER for claiming payments for changes in the work carried out in excess of those limits, without prior approval of the OWNER in each instance.
- .4 The CONTRACTOR may, in writing, propose changes in the work, including the amount of additional payment or credit entailed in the proposal. If the OWNER accepts the CONTRACTOR'S proposal, the OWNER and the CONTRACTOR will authorize a CHANGE ORDER to that effect.
- .5 When the OWNER desires to make a change in the work it shall issue a NOTICE OF CONTEMPLATED CHANGE (NCC) to the CONTRACTOR and the CONTRACTOR shall return to the OWNER a QUOTATION FOR CONTEMPLATED CHANGE (QCC). If the QUOTATION FOR CONTEMPLATED CHANGE is accepted the change in the work shall be authorized by a CHANGE ORDER signed by the OWNER and the CONTRACTOR.
- .6 If the CONTRACTOR claims that any instruction by drawings, or otherwise, involves a change in THE WORK under this CONTRACT, he shall give the OWNER written notice thereof immediately, and he shall then follow the OWNER'S instruction regarding doing the work in question. No such claim shall be valid

unless so made. If the CONTRACTOR'S claim for a change in THE WORK is approved a CHANGE ORDER shall be issued. The ENGINEER shall, in the first instance, determine the validity of the CONTRACTOR'S claim.

- .7 Any work outside the scope of the CONTRACT for which the CONTRACTOR might be entitled to compensation, including any claim on the basis of quantum merit, shall be considered a change in THE WORK. No claim by the CONTRACTOR for additional payment on the basis of a change in THE WORK shall be valid and enforceable against the OWNER unless it is made pursuant to the provisions of General Condition 16.1 to 16.6.

17. VALUATION OF CHANGES IN THE WORK

- .1 The valuation of changes in THE WORK due to differences between actual measured quantities at the time of construction and the approximate estimated quantities shown in the TENDER shall be determined on the basis of the Unit Prices named in the TENDER. No CHANGE ORDER is required.
- .2 The valuation of changes in THE WORK due to deletion of work within the scope of the CONTRACT or addition of work to the scope of the CONTRACT shall be determined by Unit Prices named in the TENDER. A CHANGE ORDER is required.
- .3 When there are changes in THE WORK which are not covered by Unit Prices named in the TENDER, the valuation of such changes shall be determined by:
- a) An agreement on a Lump Sum in each instance between the OWNER and the CONTRACTOR; or
 - b) At the rates for the provision of labour and PLANT named in the Schedule of Force Account Rates in the Supplementary TENDER Forms, plus the CONTRACTOR'S cost plus 10% for MATERIAL and PRODUCT F.O.B. the job site, as established by invoices; or
 - c) On a CONTRACTOR'S cost basis as follows:
 - i) Payroll Cost of Labour, defined as direct wages and salaries for the hours worked, plus 20% to cover Workers' Compensation, Unemployment Insurance, Holiday Pay, Paid Statutory Holidays and other valid payroll burdens; plus
 - ii) The CONTRACTOR'S cost of providing room and board for labour, if room and board is normally provided by the CONTRACTOR on THE WORK; plus
 - iii) The CONTRACTOR'S cost for MATERIAL and PRODUCT F.O.B. the job site, less trade discounts, as established by invoices; plus
 - iv) Ten percent (10%) fee on the sum of items i), ii) and iii) to cover office and general overhead, use of small tools and profit. Overhead includes the cost of superintendence, foremen,

timekeepers and other administrative and supervisory personnel and their vehicles and other job site costs, plus all office overhead costs; plus

- v) The cost of rental of PLANT for the hours worked, at locally-accepted rates, or at provincial or territorial rates, for complete units including operator, fuel, grease, maintenance and all such other costs as are normal to an operating unit on the job site; plus
- vi) A 10% markup on item v) to the CONTRACTOR (but not to a Subcontractor) provided that the CONTRACTOR does not own the equipment; plus
- vii) Valid transportation costs for PLANT, specifically required for the change in the work, with no markup.

The choice of valuation methods a), b) or c) shall be made by the OWNER in his sole discretion.

- .4 When the change in THE WORK is being done on a cost basis, that is, options b) or c), the CONTRACTOR shall be paid for work performed by his Subcontractors on the basis of a valuation in accordance with b) or c), depending upon which was selected by the OWNER for the change in THE WORK. The CONTRACTOR shall be allowed a markup of 10% on the SUBCONTRACTOR'S charges to cover the CONTRACTOR'S coordination.
- .5 When a change in THE WORK is being done on a cost basis, either option b) or c), the CONTRACTOR shall submit to the ENGINEER or the OWNER on a daily basis an accounting in triplicate for work done on the preceding calendar day. The accounting shall include a listing of the hours of labour and PLANT and a listing of the MATERIAL and PRODUCT used. The ENGINEER shall, each day, check the CONTRACTOR'S accounting and, if it is numerically correct, he shall sign the three copies and return one signed copy to the CONTRACTOR. Only those items which are eligible in accordance with the CONTRACT shall be certified for payment by a CHANGE ORDER. The ENGINEER's signature shall not constitute an approval for payment.
- .6 If, on any day, the CONTRACTOR fails to submit an account of the change in THE WORK being done on a cost basis, either option b) or c), the ENGINEER shall prepare the accounting, and this accounting shall be used as the basis of payment for that portion of the change in THE WORK, and no payment will be made for any other amount subsequently claimed by the CONTRACTOR for that portion of the change in THE WORK.

18. PAYMENTS

- .1 At the end of each month during the performance of THE WORK, the CONTRACTOR shall prepare a Progress Payment Claim for that portion of THE WORK done during that month.

A holdback of 10% of the total value of that portion of THE WORK performed to the end of that month, as shown on the Progress Payment Claim, shall be retained for various purposes of the OWNER, including conformance with the lien enactment, along with any other deductions from the Progress Payment Claim which may be warranted or may be required in accordance with conditions of this CONTRACT.

- .2 The Progress Payment Claim shall be certified by the ENGINEER on the PROGRESS PAYMENT CERTIFICATE. Provided that the CONTRACTOR has submitted his Progress Payment Claim by the end of the month, the PROGRESS PAYMENT CERTIFICATE shall be submitted to the OWNER within seven (7) calendar days after the end of the month during which that portion of THE WORK covered by the PROGRESS PAYMENT CERTIFICATE was performed.
- .3 Within 21 calendar days after receipt of the PROGRESS PAYMENT CERTIFICATE the OWNER shall make payment to the CONTRACTOR in the amount certified on the PROGRESS PAYMENT CERTIFICATE, provided there are no valid reasons for withholding payment.
- .4 The OWNER may withhold payment on any PROGRESS PAYMENT CERTIFICATE as may be necessary or prudent to protect himself from loss on account of:
 - a) Unsatisfactory progress by the CONTRACTOR;
 - b) Defective work which is not remedied;
 - c) Claims filed, or reasonable expectation that claims will be filed, against the OWNER or the CONTRACTOR;
 - d) The failure of the CONTRACTOR to make payments properly to SUBCONTRACTORS or for MATERIAL, PRODUCT, PLANT and labour, or otherwise;
 - e) Damages caused by the CONTRACTOR to an OTHER CONTRACTOR;
 - f) Any other evidence of loss or danger of loss by the OWNER, on account of the CONTRACTOR'S operations.

When the grounds are removed, payment shall be made of accounts withheld because of them.

- .5 In the event that THE WORK has been nearly completed, but minor items remain uncompleted and deficiencies have not all been rectified, the OWNER may withhold payment on PROGRESS PAYMENT CERTIFICATES in amounts sufficient, in the estimation of the ENGINEER, to ensure that the CONTRACTOR will complete such items and rectify such deficiencies in a timely manner. When the deficiencies have been rectified, the deficiency holdback applied shall be released.

- .6 The holdback in total shall be retained until FINAL PAYMENT is made and the holdback shall be released after the FINAL PAYMENT is made.
- .7 The holdback shall be released by the OWNER to the CONTRACTOR after the following conditions have been met:
- a) The ENGINEER has issued a CONSTRUCTION COMPLETION CERTIFICATE.
 - b) The CONTRACTOR has filed with the ENGINEER a certification from the Workers' Compensation Board, stating that all assessments due to them from the CONTRACTOR have been paid.
 - c) The CONTRACTOR has filed with the ENGINEER a statutory declaration that:

With exception of holdbacks retained by the OWNER, all claims for payment of MATERIAL, PRODUCT, PLANT and labour incurred by the CONTRACTOR directly or indirectly on account of THE WORK have been paid and no lien exists against the premises in respect of anything done or furnished under this CONTRACT; all claims and demands for payment in connection with this CONTRACT have been submitted and approved, thus establishing the final CONTRACT PRICE, and the amount of the FINAL PAYMENT.

This statutory declaration shall be dated no sooner than five (5) days after expiry of the latest Statutory Limitation Period for filing liens, applicable in the jurisdiction where THE WORK has been performed.

- .8 FINAL PAYMENT and holdback release do not constitute a waiver of the WARRANTY PERIOD, nor shall they or attendant acts of the ENGINEER or the OWNER prejudice their rights under any requirement of the CONTRACT, nor relieve the CONTRACTOR of any of his responsibilities thereunder.

19. CONSTRUCTION COMPLETION CERTIFICATE

- .1 Upon receipt of Written Notice from the CONTRACTOR that THE WORK is complete, that all deficiencies have been rectified, and all cleanup finished, the ENGINEER shall make an inspection, and when he finds THE WORK complete under the CONTRACT, he shall issue the CONSTRUCTION COMPLETION CERTIFICATE over his signature and the date specified in this Certificate shall be the date of commencement of the WARRANTY PERIOD.
- .2 If, upon inspection, the ENGINEER determines that THE WORK is not completed, he shall instruct the CONTRACTOR, and issue a list of work items to be done, of cleanup items remaining, and of deficiencies to be rectified and when these have been done, he shall issue to the CONTRACTOR, the CONSTRUCTION COMPLETION CERTIFICATE, and the date specified in this Certificate, shall be the date of commencement of the WARRANTY PERIOD. The issuance of the CONSTRUCTION COMPLETION CERTIFICATE does not release the CONTRACTOR from his responsibilities under the CONTRACT.

20. FINAL CERTIFICATE

- .1 Upon the expiration of the WARRANTY PERIOD, the successful conclusion of any tests required by the CONTRACT and satisfactory performance under operating conditions meeting THE WORK performance Warranty, the OWNER shall accept THE WORK and a FINAL CERTIFICATE may be issued if required by the CONTRACTOR. It shall be the responsibility of the CONTRACTOR to apply in writing to the ENGINEER for a FINAL CERTIFICATE.
- .2 The issuance of a FINAL CERTIFICATE shall not release the CONTRACTOR from responsibility for any defects in his work, PRODUCT or MATERIAL for which the CONTRACTOR may in future be found liable in a court of law or otherwise.

21. TAXES AND DUTIES

- .1 The CONTRACTOR shall pay all government sales taxes, customs duties and excise taxes and comply with laws, Acts, and regulations for collection and remittance of taxes with respect to the CONTRACT.
- .2 Where an exemption of government sales taxes, customs duties or excise taxes is applicable to the CONTRACT by way of the CONTRACTOR filing claims for, or cooperating fully with the OWNER and the proper authorities in seeking to obtain such refunds, the procedure shall be established in a Supplementary General Condition.
- .3 The Federal Goods and Services Tax (GST) included in the TENDER PRICE and in the CONTRACT PRICE.

The CONTRACTOR shall show separately on each Progress Payment Claim the amount of GST required by the Act for the total amount of the Progress Payment Claim before Holdback deduction. GST on the net amount of payment after Holdback deduction will be paid to the CONTRACTOR by the OWNER in addition to the Net payment of each Progress Payment Claim.

GST applicable to the Holdback will be paid to the CONTRACTOR upon release of the Holdback. The CONTRACTOR shall remit the GST in accordance with the Act.

22. PATENT FEES

- .1 The CONTRACTOR shall pay all royalties and patent license fees required for the performance of the CONTRACT. He shall hold the OWNER harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the CONTRACTOR'S performance of the CONTRACT which are attributable to an infringement or an alleged infringement of any patent of invention, by the CONTRACTOR, or anyone for whose acts it may be liable.
- .2 In the event that the CONTRACTOR claims that, during the performance of THE WORK, he has encountered a claim for a patent license fee, for use of a MATERIAL, PRODUCT, process or method which was specified by the ENGINEER, and that he was not previously aware that use of such MATERIAL, PRODUCT, process or method was restricted under patent, or that a patent license

fee was required, he shall immediately notify the OWNER, in writing, setting out the details of such claim and evidence of his previous lack of awareness of such license fee being required. The ENGINEER shall immediately investigate the claim and if it is judged valid, and the MATERIAL, PRODUCT, process or method is used, the OWNER shall pay the patent license fee.

23. LAWS, REGULATIONS, SURVEYS AND PERMITS

- .1 The Laws and Regulations of the place where THE WORK is performed shall govern.
- .2 The OWNER shall provide all legal surveys except legal surveys required to replace survey pins destroyed or damaged by the CONTRACTOR.
- .3 The CONTRACTOR shall obtain all Permits, Licenses and Certificates, and pay all fees required for the performance of THE WORK.
- .4 The OWNER shall obtain all easements and rights-of-way, and the CONTRACTOR shall have free use thereof for the purposes of this CONTRACT, provided that such use shall not interfere with or impede the operation of any OTHER CONTRACTORS or workmen employed by the OWNER, nor be in conflict with conditions of easement agreement or right-of-way limits. The CONTRACTOR shall indemnify and defend the OWNER against any claims, demands, or losses due to failure to meet all conditions of an easement agreement.
- .5 The CONTRACTOR shall give all required notices, and comply with all laws, ordinances, regulations, codes and orders of all authorities having jurisdiction relating to THE WORK, to preservation of public health, and to construction safety. If the CONTRACTOR observes anything in the CONTRACT DOCUMENTS to be at variance with the foregoing, he shall promptly notify the ENGINEER in writing, and shall await the ENGINEER'S instructions. If the CONTRACTOR performs any work, knowing it to be contrary to such laws, ordinances, regulations, codes or orders, and without giving notice to and requesting instructions from the ENGINEER, he shall bear all costs arising therefrom.
- .6 The CONTRACTOR shall make all arrangements with local authorities, operating departments, railway and highway officials, utility and service companies and the like, for detours, crossings, traffic control and similar requirements relating to performance of THE WORK, and he shall at his own cost observe their requirements and regulations.

24. COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ENACTMENTS

- .1 The CONTRACTOR shall be primarily responsible for ensuring compliance with the applicable Occupational Health and Safety enactment and Regulations thereunder on the WORKSITE.
- .2 In any case where, pursuant to the provisions of the applicable Occupational Health and Safety Act or its Regulations, an order is given to the CONTRACTOR or to one of his SUBCONTRACTORS with respect to their operations under this CONTRACT to cease operations for any reason (for examples, because of failure

to install or adopt safety devices or appliances or methods as directed or required by the Act or Regulations thereunder, or because conditions of immediate danger exist that would be likely to result in injury to any person), the CONTRACTOR shall immediately obey such order and shall immediately take whatever steps are necessary to eliminate the cause of the order.

- .3 In the event that the ENGINEER discovers a dangerous condition which in the ENGINEER's opinion is likely to result in injury to any person, and there is no one in authority from the CONTRACTOR available or capable of removing the danger resultant from the CONTRACTOR'S operations, and no Officer of the Crown is available to take charge, then the ENGINEER may:
- a) issue a Field Order to the CONTRACTOR's workers to vacate the area of danger;
 - b) issue a Field Order to the CONTRACTOR requiring the immediate correction of the dangerous condition; and
 - c) notify the appropriate Officer(s) under the applicable Occupational Health and Safety Act,

and no such action by the ENGINEER shall in any way remove the responsibility for the matter from the CONTRACTOR, and the CONTRACTOR shall bear all related costs without recourse.

- .4 In the event that the ENGINEER discovers a dangerous condition which in the ENGINEER's opinion is likely to result in damage to any property, and there is no one in authority from the CONTRACTOR available or capable of removing the danger resultant from the CONTRACTOR'S operations, and no Officer of the Crown is available to take charge, then the ENGINEER may issue Written Notice to the CONTRACTOR and may immediately arrange for the removal of this danger and the CONTRACTOR shall be liable for the costs of such arrangements, but such act by the ENGINEER shall not relieve the CONTRACTOR of responsibility for injury, loss of life, or damage which may occur in that situation. The ENGINEER may also invoke Section 27.5 of this Specification.
- .5 In the event that the CONTRACTOR refuses or fails to comply with an order under the Act or Regulations thereunder, so that the performance of THE WORK is stopped, the OWNER may, upon written notice, terminate the CONTRACT and proceed in accordance with General Conditions 13.2.
- .6 No action or lack of action by the ENGINEER or the OWNER under any of the provisions of this Section shall relieve the CONTRACTOR of his responsibilities under 24.1 above.

25. LIABILITY INSURANCE

- .1 Comprehensive General Liability Insurance
- a) The CONTRACTOR shall provide and maintain, either by way of a separate policy or by an endorsement to its existing policy, Comprehensive

General Liability Insurance in a form and with an insurer acceptable to the OWNER and subject to limits of not less than five million dollars (\$5,000,000) inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.

- b) The insurance shall be in the joint names of the CONTRACTOR, the OWNER and the ENGINEER, and shall also cover as Unnamed Insureds all SUBCONTRACTORS and anyone employed directly or indirectly by the CONTRACTOR or his SUBCONTRACTORS to perform a part or parts of THE WORK and including suppliers while on the WORKSITE to deliver MATERIAL or PRODUCT.
- c) The insurance shall also include as Unnamed Insureds the consultants of the OWNER and of the ENGINEER, on THE WORK.
- d) The Comprehensive General Liability Insurance shall include coverage for:
 - 1) premises and operations liability
 - 2) products or completed operations liability
 - 3) blanket contractual liability
 - 4) cross liability
 - 5) elevator and hoist liability, as applicable
 - 6) contingent employer's liability
 - 7) personal injury liability arising of false arrest, detention or imprisonment or malicious prosecution, libel, slander or defamation of character; invasion of privacy, wrongful eviction or wrongful entry.
 - 8) shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunnelling and grading, as applicable.
 - 9) liability with respect to non-owned licensed vehicles.
- e) Comprehensive General Liability Insurance shall remain in effect continuously until the Construction Completion Certificate has been issued and then a Completed Operation Extension for 24 months shall be provided by the CONTRACTOR.

.2 Automobile Liability Insurance

- a) The CONTRACTOR shall provide and maintain liability insurance in respect of owned, non-owned and leased or rented licensed vehicles, aircraft or water craft, subject to limits of not less than three million dollars (\$3,000,000) inclusive.
- b) Automobile liability insurance shall be maintained continuously until the end of the WARRANTY PERIOD.

- .3 The CONTRACTOR shall provide the OWNER with three certified copies of the Certificate of Insurance prior to the commencement of THE WORK and shall promptly provide the OWNER with a certified true copy of each insurance policy if requested.
- .4 All liability insurance policies shall contain an endorsement to provide all Named Insureds with prior notice of material changes and cancellations. Such endorsement shall be in the following form:

"It is understood and agreed that the coverage provided by this policy will not be changed or amended materially nor cancelled until 30 days after written notice of such change or cancellation shall have been given to all Named Insureds."

26. PROPERTY INSURANCE (COURSE OF CONSTRUCTION INSURANCE)

- .1 The CONTRACTOR shall provide and maintain property (course of construction) insurance in a form and by an insurer acceptable to the OWNER, insuring the full value of THE WORK in the amount of the CONTRACT PRICE. The policies shall include as named insureds the CONTRACTOR, the OWNER, and the ENGINEER. The policies shall also include as unnamed insureds all SUBCONTRACTORS and the OWNER'S and the ENGINEER'S consultants on THE WORK.
- .2 Such coverage shall be provided for by a standard All Risks Builders' Risk Policy, including flood and earthquake and with only the following exclusions:
 - a) Any loss of use or occupancy howsoever caused;
 - b) Penalties for non-completion of or delay in completion of contract or non-compliance with contract conditions;
 - c) Cost of making good faulty or defective workmanship, material, construction or design, but this exclusion shall not apply to damage resulting from such faulty or defective workmanship, material, construction or design;
 - d) Wear and tear, normal upkeep, inherent vice, latent defect, vermin or normal making good, but this exclusion shall not apply to damage resulting from wear and tear, normal upkeep, inherent vice, latent defect, vermin or normal making good;
 - e) Loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
 - f) Loss or damage caused by contamination by radioactive materials;
 - g) Loss or damage caused by frost or freezing caused by natural forces unless resulting from a peril insured hereunder;

- h) Mysterious disappearance of property (except property in the custody of carriers or bailees for hire) or shortage disclosed by taking inventory;
 - i) Mechanical breakdown, but this exclusion shall not be deemed to exclude loss or damage arising as a consequence of mechanical breakdown;
 - j) Infidelity of the Insured's employees.
- .3 The policies shall insure against all risks of direct loss or damage, and damage or loss due to delayed start-up, or due to delay in beneficial use in the amount of \$100,000.
- .4 Property Insurance shall cover:
- a) All PRODUCT, MATERIAL, labour and supplies of any nature whatsoever, the property of the Insureds or of others for which the Insureds may have assumed responsibility, to be used in or pertaining to the site preparations, demolition of existing structures, erection and/or fabrication and/or reconstruction and/or repair of THE WORK while on the site or in transit;
 - b) The installation, testing and any subsequent use of machinery and equipment including boilers, pressure vessels or vessels under vacuum related to THE WORK;
 - c) Damage to THE WORK caused by an accident to and/or the explosion of any boiler(s) or pressure vessel(s) forming part of THE WORK.
- Such coverage shall exclude construction machinery, equipment, temporary structural and other temporary facilities, tools and supplies used in the construction of THE WORK.
- .5 The CONTRACTOR shall provide the OWNER with three certified copies of the Certificate of Insurance to be incorporated, as Document 00650, into the signed copies of the CONTRACT DOCUMENT prior to commencement of THE WORK and shall promptly provide the OWNER with a certified true copy of each insurance policy if requested.
- Policies provided shall contain an endorsement to provide all Named Insureds with prior notice of changes and cancellations. Such endorsement shall be in the following form:
- "It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way nor cancelled until 30 days after written notice of such change or cancellation shall have been given to all Named Insureds."
- .6 All such insurance shall be maintained continuously until ten (10) days after the date of the Construction Completion Certificate. All such insurance shall provide for the OWNER to take occupancy of THE WORK or any part thereof during the term of this insurance. Any increase in the cost of this insurance arising out of such occupancy shall be at the OWNER'S expense.
- .7 The policies shall provide that, in the event of a loss, payment for damage to THE WORK shall be made to the OWNER and the CONTRACTOR as their respective interests may appear. The CONTRACTOR shall act on behalf of the OWNER and

himself for the purpose of adjusting the amount of such loss with the Insurers. On the determination of the extent of the loss, the CONTRACTOR shall immediately proceed to restore THE WORK and shall be entitled to receive from the OWNER (in addition to any sum due under the CONTRACT) the amount at which the OWNER'S interest in the restoration THE WORK has been appraised, such amount to be paid as the restoration proceeds and in accordance with the ENGINEER'S certificates for payment. 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 time for Completion of THE WORK as the ENGINEER may determine in the first instance and subject to General Condition 11.5.

- .8 The CONTRACTOR and SUBCONTRACTORS as may be applicable shall be responsible for any deductible amounts under the policies and for providing such additional insurance as may be required to protect them against loss on items excluded from the policies.

27. PROTECTION OF WORK AND PROPERTY

- .1 The CONTRACTOR shall continuously maintain adequate protection of all of THE WORK from damage, and protect the OWNER'S property from damage or loss arising in connection with this CONTRACT. He shall make good any such damage or loss.
- .2 The CONTRACTOR shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions, or laws and regulations.
- .3 The CONTRACTOR shall also protect all of the property outside of THE WORK from damage as a result of his operations. Any such damage shall be corrected by the CONTRACTOR at his expense.
- .4 In an emergency affecting the safety of life, or of THE WORK, or adjoining property, the CONTRACTOR, without special instruction or authorization from the ENGINEER, shall act at his discretion to prevent such threatened loss or injury. Liability for payment for such action and the amount thereof shall be determined in the first instance by the ENGINEER.
- .5 If the ENGINEER becomes aware of an emergency affecting the safety of life, or of THE WORK, or of adjoining property, and the CONTRACTOR, having been advised in writing of the emergency, fails or refuses to act to prevent such threatened loss, injury or damage, or if the ENGINEER is unable to advise the CONTRACTOR, the ENGINEER may order labour, material, and PLANT to be applied to prevent loss, injury or damage. The cost of labour, materials and equipment so used shall be the responsibility of the CONTRACTOR, and such action by the ENGINEER shall not relieve the CONTRACTOR of any responsibility for loss, injury, or damage which does occur.

28. WARRANTY PERIOD

- .1 The WARRANTY PERIOD shall begin on the date specified in the CONSTRUCTION COMPLETION CERTIFICATE.
- .2 The duration of the WARRANTY PERIOD shall be a minimum of two (2) years.
- .3 The CONTRACTOR shall correct, at his own expense, any defects in THE WORK due to faulty products or workmanship appearing within the WARRANTY PERIOD.
- .4 The CONTRACTOR shall correct or pay for any damage to THE WORK or other property resulting from such defects or their correction.
- .5 The OWNER shall notify the CONTRACTOR promptly of such defects. If the CONTRACTOR does not cause repairs to be made within ten (10) days after such notice, the OWNER shall have the right to purchase MATERIAL and employ men to execute said repairs, and the cost of the same shall be the responsibility of the CONTRACTOR or his Surety.
- .6 Where repairs must be made immediately by reason of an emergency existing or otherwise, the OWNER shall have the right to undertake such repairs and charge the cost to the CONTRACTOR, except that the OWNER shall immediately notify the CONTRACTOR and shall withdraw from the work of repair if and as soon as the CONTRACTOR'S forces are ready to start work.
- .7 The CONTRACTOR shall be responsible for all costs attributable to defective work, PRODUCT or MATERIAL, including the cost of engineering required for investigation of any repair of defects in THE WORK.
- .8 At least one month prior to expiry of the WARRANTY PERIOD, the OWNER shall notify the CONTRACTOR in writing of any final tests which the CONTRACTOR may be required to carry out under the CONTRACT. The CONTRACTOR shall arrange to have such tests carried out promptly, and to provide opportunity for the OWNER to inspect or supervise such tests.
- .9 At least one month prior to expiry of the WARRANTY PERIOD, the OWNER shall advise the CONTRACTOR of defects which the CONTRACTOR is required to remedy under the CONTRACT, and the CONTRACTOR shall promptly remedy such defects. The WARRANTY PERIOD shall not expire until all such defects are remedied.

29. INSPECTION OF THE WORK

- .1 The ENGINEER and his representatives shall at all times have access to THE WORK whenever it is in preparation or progress and the CONTRACTOR shall provide proper facilities for such access and for inspection. The ENGINEER shall have authority to reject work which does not conform to the requirements of the CONTRACT.
- .2 If the specifications, the ENGINEER'S instructions, laws, ordinances, or any public authority require any part of THE WORK to be specially tested or approved, the

CONTRACTOR shall give the ENGINEER timely notice of his readiness for inspection, and if the inspection is by an authority other than the ENGINEER, of the date fixed for such inspection.

- .3 Inspections by the ENGINEER shall be made promptly. If any part of THE WORK should be covered up without approval or consent of the ENGINEER, it must, if required by the ENGINEER, be uncovered for examination at the CONTRACTOR'S expense.
- .4 Re-examination of questioned parts of THE WORK may be ordered by the ENGINEER and if so ordered those parts of THE WORK shall be uncovered by the CONTRACTOR. If such parts of THE WORK are found not in accordance with the CONTRACT DOCUMENTS through the fault of the CONTRACTOR, the CONTRACTOR shall pay the cost of examination and replacement of THE WORK. If such parts of THE WORK are found in accordance with the CONTRACT DOCUMENTS, the OWNER shall pay these costs.
- .5 MATERIAL and PRODUCT to be used in THE WORK are subject to inspection and approval of the ENGINEER at his discretion. MATERIAL and PRODUCT condemned as being unsuitable and not in conformity with the specifications, shall be removed from THE WORK and its vicinity without delay, and if the CONTRACTOR fails to do so within forty-eight (48) hours after having been so directed by the ENGINEER, the rejected MATERIAL and PRODUCT may be destroyed or removed by the OWNER and the cost shall be charged to the CONTRACTOR.
- .6 The ENGINEER shall inspect THE WORK in the OWNER'S interest for the purpose of promoting effective completion of THE WORK until the CONSTRUCTION COMPLETION CERTIFICATE is issued, and such inspection or lack of it shall not relieve the CONTRACTOR of his responsibility to perform THE WORK in accordance with the CONTRACT.

30. REJECTED WORK

- .1 Defective Work which has been rejected by the ENGINEER as failing to conform to the intent of design as expressed in the CONTRACT DOCUMENTS whether the result of poor workmanship, use of defective MATERIAL or PRODUCT, or damage through carelessness or other act or omission of the CONTRACTOR, and whether incorporated in THE WORK or not, shall be removed promptly from the premises by the CONTRACTOR and replaced or re-executed promptly at the CONTRACTOR'S expense.

Work that has not been rejected specifically by the ENGINEER shall not therefore be deemed accepted or approved by the Engineer.

- .2 OTHER CONTRACTORS' work destroyed or damaged by such removals or replacements shall be made good promptly at the CONTRACTOR'S expense.
- .3 If in the opinion of the ENGINEER it is not expedient to correct defective Work or Work not done in accordance with the intent of design as expressed in the CONTRACT DOCUMENTS, the OWNER may deduct from the CONTRACT

PRICE the difference in value between THE WORK as done and that called for by the CONTRACT. The difference shall be determined in the first instance by the ENGINEER.

31. LABOUR

- .1 The CONTRACTOR shall employ Canadian Labour to the fullest practical extent and shall ensure that no person will be discriminated against because of race, colour, gender, age, religion, or origin.
- .2 Wages and hours of labour shall be in compliance with Federal, Provincial or Territorial enactment, whichever governs.
- .3 The CONTRACTOR shall at all times enforce discipline and good order among his employees, and shall not employ on THE WORK any unfit person or anyone not skilled to do THE WORK assigned to him. Any person employed on THE WORK who becomes intoxicated, intemperate, disorderly, incompetent or willfully negligent, shall be removed from THE WORK.

32. MATERIAL AND PRODUCT SUPPLIED BY THE CONTRACTOR

- .1 The CONTRACTOR shall use MATERIAL and PRODUCT of Canadian manufacture to the fullest extent practicable.
- .2 Unless otherwise specified, all MATERIAL and PRODUCT shall be new and of good quality. The CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of MATERIAL and PRODUCT. The CONTRACTOR shall be responsible for replacement at his own cost of all MATERIAL and PRODUCT that are found to be defective in manufacture or that have become damaged in handling.
- .3 The CONTRACTOR shall be responsible for the safe storage of MATERIAL and PRODUCT furnished by or to him, and accepted by him, and intended for THE WORK, until it has been incorporated into THE WORK.
- .4 Where, in the specifications or on the drawings, any MATERIAL, PRODUCT or method is specified, the CONTRACTOR may not use another MATERIAL, PRODUCT, equipment or method unless the ENGINEER has issued to the CONTRACTOR a written authorization for the use. The CONTRACTOR shall

submit in writing an application for review to the ENGINEER. All submissions shall be accompanied by sufficient data including the following:

- a) Delivery
- b) Manufacture
- c) Technical Data and Specifications in accordance with the International System of Units (S.I.) - metric units
- d) Specified MATERIAL, PRODUCT or method for which the alternative is submitted
- e) Prices in relation to the MATERIAL; method or PRODUCT specified originally.

Where required by the ENGINEER, samples shall be submitted.

- .5 Whenever alternatives of MATERIAL, PRODUCT or methods are accepted for THE WORK, whether as a result of an alternative Proposal by the CONTRACTOR or an equivalent alternative submitted by the CONTRACTOR, the CONTRACTOR shall guarantee that the performance of the alternative MATERIAL, PRODUCT, or method shall be equivalent to what was originally specified.
- .6 Whenever alternatives of MATERIAL, PRODUCT or methods are accepted for use on THE WORK, whether as a result of an alternative proposal by the CONTRACTOR or an equivalent alternative submitted by the CONTRACTOR, the CONTRACTOR shall be responsible for making all consequent adjustments, at his own expense, to make the alternative fit into THE WORK as specified.

33. MATERIAL AND PRODUCT SUPPLIED BY THE OWNER

- .1 The OWNER undertakes to supply only such MATERIAL or PRODUCT as are specifically shown in the CONTRACT DOCUMENTS as being provided by the OWNER.
- .2 It shall be the responsibility of the CONTRACTOR to arrange for and schedule delivery and storage of MATERIAL and PRODUCT supplied by the OWNER.
- .3 The CONTRACTOR'S responsibility for MATERIAL and PRODUCT furnished by the OWNER shall begin at the time and place of delivery thereof to the CONTRACTOR. MATERIAL and PRODUCT already on the site shall become the CONTRACTOR'S responsibility on the date specified in the Notice to Proceed. The CONTRACTOR shall be responsible for unloading all OWNER-supplied MATERIAL and PRODUCT and the CONTRACTOR and the ENGINEER shall jointly examine them at the time and place of delivery to the CONTRACTOR, and shall prepare a statement of acceptance, specifically noting any defects and rejecting any defective MATERIAL or PRODUCT. The CONTRACTOR shall sign a Statement of Acceptance of MATERIAL and PRODUCT when accepting them into his charge. Any MATERIAL and PRODUCT furnished by the OWNER and installed by the CONTRACTOR shall, if found defective, be replaced by the CONTRACTOR. The CONTRACTOR, shall, at his own expense, furnish supplies,

labour and facilities necessary to remove the defective MATERIAL and PRODUCT and install the sound MATERIAL and PRODUCT in a satisfactory manner.

34. STORAGE FACILITIES AND USE OF PREMISES

- .1 The CONTRACTOR may use such facilities and areas as the OWNER may be willing and able to designate for the storage of MATERIAL and PRODUCT for THE WORK, without charge to the CONTRACTOR.
- .2 Should the CONTRACTOR require additional facilities or areas he shall make all the necessary arrangements with the owners or occupants of such other facilities or areas and shall pay all rentals and all damages caused by such occupancy.
- .3 The CONTRACTOR shall confine his apparatus, the storage of MATERIAL and PRODUCT and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the ENGINEER and shall not unreasonably encumber the premises with his MATERIAL, PRODUCT or PLANT.
- .4 The CONTRACTOR shall enforce all regulations and rules for the WORKSITE regarding signs, advertisements, fires, smoking, and storage of inflammable MATERIAL or PRODUCT, and disposal of wastes.
- .5 The CONTRACTOR shall not load or permit any part of THE WORK or of the OWNER'S structures to be loaded in any way that will endanger their safety.

35. USE OF COMPLETED PORTIONS OF THE WORK

- .1 The OWNER shall have the right to take possession of and use any completed or partially completed portions of THE WORK, notwithstanding that the time for completing THE WORK or such portions of THE WORK may not have expired; but such taking possession of and use shall not be deemed an acceptance of THE WORK.
- .2 If such prior use increases the cost of THE WORK, the CONTRACTOR shall be entitled to such compensation as the ENGINEER in the first instance may determine.
- .3 If a planned taking possession of and use of portions of THE WORK has been stipulated in the CONTRACT DOCUMENTS, then the CONTRACTOR shall have no claim for extra compensation on that account.

36. CLEANUP AND FINAL CLEANING OF THE WORK

- .1 The CONTRACTOR shall maintain THE WORK in a tidy condition, free from accumulation of waste products and debris caused by his own operations.
- .2 When THE WORK is fully completed, the CONTRACTOR shall remove all surplus MATERIAL and PRODUCT, tools and PLANT. He shall also remove any waste products and debris, other than those caused by the OWNER, OTHER CONTRACTORS or their employees. He shall generally leave the WORKSITE in a neat and orderly condition.

37. REMEDIES

- .1 The specific remedies to which the CONTRACTOR and the OWNER may resort under the terms of the CONTRACT DOCUMENTS are cumulative and are not intended to be exclusive of any other remedies to which the CONTRACTOR and the OWNER may be lawfully entitled in a case of breach or threatened breach of any covenant, term or provision of the CONTRACT.
- .2 The waiver by the OWNER or ENGINEER of any breach of any covenant or warrant in the CONTRACT shall not be construed as a waiver of any future breach of the same terms of the Contract, and the approval by the OWNER or ENGINEER of any act by the CONTRACTOR or SUBCONTRACTOR shall not be construed as an approval to any subsequent similar acts by the CONTRACTOR or SUBCONTRACTOR.

END OF DOCUMENT

1. GENERAL

- .1 These Supplementary General Conditions modify, delete or add to the General Conditions.
- .2 In the event of a conflict between the General Conditions and the Supplementary General Conditions, the Supplementary General Conditions take precedence.
- .3 Clauses of the General Conditions which have not been specifically modified shall remain in effect.

2. DEFINITIONS

- .1 Reference Clause 1.1
 - a) A List of APPENDICES is included in the CONTRACT DOCUMENTS.

- .2 Reference Clause 1.2

- a) Delete Clause 1.2.2
- b) Add to Clause 1.2.6 a second paragraph:

"The term CONTRACTOR'S PROJECT MANAGER shall mean a representative of the CONTRACTOR, superior to the CONTRACTOR's SUPERINTENDENT, who has authority to issue QUOTATIONS for CONTEMPLATED CHANGE, to sign CHANGE ORDERS and to act on behalf of the CONTRACTOR both at and away from the WORKSITE with respect to the CONTRACT."

5. THE ENGINEER AND THE CONTRACTOR

- .3 Reference Clause 5.1

Delete the second paragraph and replace it with the following:

"The ENGINEER shall provide only general engineering services for THE WORK, including periodic visits to the WORKSITE to observe the progress of THE WORK and general conformance to the intent of the design.

- .4 Reference Clause 5.8

Add the following paragraph.

"The CONTRACTOR shall designate, in writing, a CONTRACTOR'S PROJECT MANAGER who shall have authority to issue QUOTATIONS for CONTEMPLATED CHANGE, sign CHANGE ORDERS, attend meetings on and off the WORKSITE, give instructions to the CONTRACTORS SUPERINTENDENT all on behalf of the CONTRACTOR and generally represent the CONTRACTOR with respect to the CONTRACT.

11. DELAYS

.5 After Paragraph 11.6, ADD Paragraph 11.7:

“.7 Impact Delays are those delays which arise out of the OWNER’S requirement of the CONTRACTOR to perform CHANGES IN THE WORK.

Impact delays may be a) certain to occur, b) foreseeable, but not certain to occur, or c) not foreseeable. At the time of submitting a QUOTATION FOR CONTEMPLATED CHANGE, the CONTRACTOR shall identify his intention, if any, to claim for Impact Delays, and provide justification for such claims or intentions to claim so that these can be negotiated and agreed upon in the CHANGE ORDER.

No claim for Impact Delays shall be valid or enforceable except as provided for in a CHANGE ORDER.”

16. CHANGES IN THE WORK

.6 Reference Clause 16.3

Delete this clause and substitute the following:

“.3 The ENGINEER shall have no authority to issue CHANGE ORDERS without prior approval by the OWNER. The OWNER and the CONTRACTOR shall approve and sign every CHANGE ORDER prior to payment.”

.7 Delete 16.7 and substitute:

“.7 Impact costs are those costs and delays which arise from the OWNER’S requirement of the CONTRACTOR to perform CHANGES IN THE WORK, and which impact on performance of other parts of the WORK as originally specified.

.1 At the time that the CONTRACTOR submits a QUOTATION FOR CONTEMPLATED CHANGE, there may be expected Impact costs which are certain to occur if the CHANGES IN THE WORK are performed. Such costs shall be stated separately in the CONTRACTOR’S QUOTATION FOR CONTEMPLATED CHANGE with justification of their validity and quantum, so that the OWNER can accept, reject or negotiate their inclusion in a CHANGE ORDER.

.2 There may be expected some impact costs which have some probability of occurring, but not a certainty. In the QUOTATION FOR CONTEMPLATED CHANGE, the CONTRACTOR shall describe such impacts, with justification for the expectation that they may occur, an estimate (if possible) of the probability of occurrence and an estimate of quantum of costs of the impacts.

- .3 There may actually occur some impacts which could not have been foreseen at the time of submission of the QUOTATION FOR CONTEMPLATED CHANGE, and the CONTRACTOR shall make reference to that possibility in the QUOTATION FOR CONTEMPLATED CHANGE.
- .4 No claim by the CONTRACTOR for additional payment arising from a CHANGE IN THE WORK shall be valid and enforceable against the OWNER unless it is made pursuant to the Provisions of General Condition 16.”

17. VALUATION OF CHANGES IN THE WORK

.8 Reference Clauses 17.3(b) and (c)

.9 After paragraph 17.6, ADD the following:

“.7 The CONTRACTOR in seeking recovery of Impact Cost as defined in General Condition 16 (Supplementary General Condition Document 00816), shall submit weekly accounts to the ENGINEER, justifying its claims in accordance with the requirements of the CHANGE ORDER.

18. PAYMENTS

.10 Reference Clause 18.1

.11 Reference Clause 18.2, 18.3, 18.4, and 18.5

a) Delete Clause 18.2 and REPLACE with the following:

“.2 The CONTRACTOR'S Progress Payment Claim shall be reviewed by the ENGINEER based on those selective and intermittent observations he has made during construction of that portion of THE WORK for which payment is claimed. The ENGINEER shall sign a Review Acknowledgement marked on the CONTRACTOR'S Progress Payment claim. The CONTRACTOR shall certify the Progress Payment Claim.”

b) In clauses 18.3, 18.4, and 18.5 DELETE the words "PROGRESS PAYMENT CERTIFICATE and substitute the words "the CONTRACTOR'S certified Progress Payment claim".

.12 Reference Clauses 18.6 and 18.7

a) DELETE Clauses 18.6 and 18.7 and REPLACE with a new clause 18.6.

“18.6 The CONTRACTOR may claim the Holdback, either in total, or in increments, in accordance with applicable Lien Act.

The OWNER shall pay the CONTRACTOR'S claim for Holdback release after the following conditions have been satisfied:

i) The CONTRACTOR, or the OWNER, or the ENGINEER on behalf of the OWNER, has issued a Certificate of Completion, or a Certificate of Substantial Completion, in accordance with requirements of the Lien Act.

ii) The CONTRACTOR has submitted to the OWNER, a Certification from the Worker's Compensation Board stating that all assessments due to them from the CONTRACTOR are currently paid up.

- iii) The CONTRACTOR has filed with the OWNER, a Statutory Declaration that, with the exception of Holdbacks retained by the OWNER, all payments have been made to eligible Lien claimants and that there are no liens existing against the premises of THE WORK.

The Statutory Declaration shall be dated 5 days after the latest date for filing Liens in accordance with the applicable Lien Act.”

19. CONSTRUCTION COMPLETION CERTIFICATE

.13 Reference: Title 19 - CONSTRUCTION COMPLETION CERTIFICATE.

DELETE This Title and SUBSTITUTE:

"19. FINAL PAYMENT"

.14 Reference New Clause 19.3

".3 FINAL PAYMENT shall be made on the CONTRACTOR'S Final Progress Payment Claim after the date of the CONSTRUCTION COMPLETION CERTIFICATE and after the following conditions have been satisfied:

- a) The CONTRACTOR has submitted to the OWNER a certificate by the Worker's Compensation Board that all assessments due to them from the CONTRACTOR have been paid.
- b) The CONTRACTOR has submitted to the OWNER a Statutory Declaration stating that all claims for payment for MATERIAL, PRODUCT, PLANT, and labour incurred by the CONTRACTOR directly or indirectly on account of THE WORK have been paid no liens exist against the premises in respect of anything done or furnished under this CONTRACT, all claims and demands for payment in connection with this CONTRACT have been submitted and approved, thus establishing the final CONTRACT PRICE and the amount of the FINAL PAYMENT.

The Statutory Declaration shall be dated 5 days after expiry of the limitation period for filing liens in the jurisdiction where THE WORK has been performed.”

- c) The CONTRACTOR to provide security in the form of a letter of credit in the amount of five (5) % of the tender price to a maximum amount of \$50,000.

24. COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ENACTMENTS

.15

- a) ADD Clauses 24.7, 24.8 and 24.9:

"24.7 The ENGINEER shall have authority to issue orders and instructions orally or in writing, with respect to any matter affecting occupational health and safety on the WORKSITE and the CONTRACTOR, and its SUBCONTRACTORS, SUPPLIERS and PROVIDERS shall carry out and heed such orders and instructions in a timely manner.

24.8 If, in the opinion of the ENGINEER, the CONTRACTOR, or his SUB-CONTRACTORS, SUPPLIERS, or PROVIDERS, fail materially to comply with, carry out or heed the ENGINEER's directions with respect to WORKSITE health and safety, the ENGINEER in his sole discretion may stop THE WORK until assurance of compliance is given in a manner satisfactory to the ENGINEER, OR if the non-compliance persists, the OWNER may terminate the CONTRACT and proceed in accordance with General Condition 13.2.

24.9 Neither the CONTRACTOR nor the OWNER shall have any cause of action, either in contract or in tort, nor bring any action for damages against the ENGINEER arising out of the ENGINEER's orders or instructions with respect to safety and health.

38. LOAD RESTRICTIONS

.16 The CONTRACTOR is advised that road "Load Restrictions" may be enforced during the construction of the works. The CONTRACTOR shall comply with these restrictions. There shall be no additional payment to the CONTRACTOR to compensate for Load Restrictions.

END OF DOCUMENT