



ATLANTIC FIRST NATIONS WATER AUTHORITY INC.

Contract Documents

Contract Documents and Specifications

WTF & WWTF Upgrades
(Pipe Repair, Washroom, Gen. Pad & Road)

Type of Document	Issued for Tender
Project name	WTF & WWTF Upgrades, Bilijk, N.B.
Project Number	A-26-BL-40
Date	Sept 21, 2026

Capital Project Delivery

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STIPULATED PRICE CONTRACT CCDC2-2020

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Project Name: A-26-BL-40 WTF & WWTF Upgrades
(Pipe Repair, Washroom, Gen. Pad & Road)
Location: Bilijk, NB
Owner: Atlantic First Nations Water Authority Inc.
Engineer: Atlantic First Nations Water Authority Inc.

1.1 TENDER SUBMISSION

- .1 Submit completed Tender Form for above project by e-mail as follows:

TENDER

for

Bilijk WTF & WWTF Upgrades

TO

Procurement Department
Atlantic First Nations Water Authority Inc
procurement@afnwa.ca

- .2 A complete Tender is comprised of the following:
- a. The Tender Form in its entirety, with all the pages and spaces for entry of information by Tenderers filled in as instructed.
 - b. Acknowledgement of addenda(s) received by the Tenderer during the tendering period.
 - c. Tender Security
- .3 The Owner will not be responsible for any failure attributable to the transmission or reception of the email. The time stamp of the email received by procurement@afnwa.ca will be used to determine if the submission was received in time - not the time it was sent by the sender. Last minute submissions are not recommended.

1.2 TENDER CLOSING/OPENING

- .1 Tender period will **close on Oct 13, 2026, at 2:00 pm local time**. Tenders will only be accepted via email to the AFNWA Procurement Department at procurement@afnwa.ca.
- .2 Tenders opening will occur promptly following Tender Closing. Tender opening will be private.
- .3 All tenders shall be valid for acceptance for sixty (60) calendar days from Tender Closing date.

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1.3 ACCURACY OF REFERENCING

- .1 Indexing and cross-referencing are for convenience only.

1.4 CONDITIONS OF TENDERING

- .1 Take full cognizance of content of all Contract Documents in preparation of Tender. Refer to Section 00 41 43 – Tender Form for a complete list of Contract Documents.

1.5 TENDERER TO INVESTIGATE

- .1 Tenderer will be deemed to have familiarized themselves with the existing site and working conditions and all other conditions which may affect the performance of the contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.
- .2 A non-mandatory site meeting is scheduled for Oct 7, 2026, at 10:00am. Questions may be asked, and description of the Work may be discussed during this meeting, however no minutes of the meeting will be distributed. Modifications made by way of addenda, to tendering requirements or the Contract Documents, shall be binding.

1.6 CLARIFICATION AND ADDENDA

- .1 Notify the Procurement Department not less than two (2) working days before Tender Closing of omissions, errors or ambiguities found in Contract Documents. If the Engineer considers that correction, explanation or interpretation is necessary; a written addendum will be issued. All addenda will form part of the Contract Documents. Confirm in the tender that all addenda have been received.

1.7 PREPARATION OF TENDER

- .1 Complete Tender Form provided with Project Documents in ink or by typewriter. Tender all items and fill in all blanks. Have corrections initialed by person signing Tender.
- .2 Any provisional item added to the Tender Form has been identified as not being necessary for this project and the decision to proceed with any such item will be contingent on bid price versus available budget. The final decision to proceed with these item(s) will be by the Owner and the Engineer.
- .3 The Owner will not defray any expenses whatsoever incurred by Tenderers in the preparation and submission of their tenders. The Owner reserves the right to waive any formality or technicality in any tender.
- .4 The Agreement is included in the Tender Documents at the time of tendering and provided for information only and shall not be completed at the time of tendering.

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1.8 TAXES

- .1 Where the Work takes place on First Nation Land, no HST or taxes will be applied to the Owner's payments. The Selected Contractor will receive a copy of its HST exemption letter.

1.9 TENDER SECURITY

- .1 Tender Security shall be in favor of the Owner and shall be in the form of a Certified Cheque, an irrevocable Letter of Credit or a Bond on the CCDC Form 220. The tender security shall guarantee to the Owner that in the event of the successful Tenderer declining to enter into a formal agreement with the Owner as called for in the Contract Documents, or declining or neglecting to provide the Insurance or Contract Security required by the Contract Documents, then the Owner will be reimbursed the additional cost of accepting another tender or the Tender Security amount, whichever is the lesser. Provide Tender Security in the amount of ten percent (10%) of the tendered price with tender.
 - .1 A scan of a hard copy Bond, a Certified Cheque, or an irrevocable Letter of Credit is permitted provided the original is provided in the subsequent hard copy submission within 24 hours of closing. Email the tracking number for courier deliveries to Procurement.
 - .2 The Bond shall be issued by a company whose guarantee bonds are acceptable to the Government of Canada.
 - .3 Tender Securities may be submitted in an electronic or digital format provided it meets the following criteria: The version submitted by the Tenderer must be verifiable by the Owner with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company. The version submitted must be viewable, printable, and storable in standard electronic file formats acceptable to the Owner, and in a single file. Allowable formats include pdf. The verification may be conducted by the Owner immediately or at any time during the life of the bond and at the discretion of the Owner with no requirement for passwords or fees.
- .2 The Tender Security of the unsuccessful Tenderers will be returned to them after the Owner enters into a formal agreement with the successful Tenderer or the expiration of validity of their tenders, whichever occurs first.

1.10 CONTRACT SECURITY

- .1 Contract security will be required in the form of a Bond, a Certified Cheque or an irrevocable Letter of Credit. For the Bond, include in the Tender a Consent of Surety by a firm legally entitled to do work in province where the work is located and whose worth, over and above its present liabilities, is greater than the total amount of the bonds provided. Contract Security shall be submitted within seven (7) days of award of Contract and shall include, either a Performance Bond and a Labour and Materials Bond, each in the amount of fifty percent (50%) of the Contract Price, or a Certified Cheque in the amount of twenty percent (20%) of the Contract Price, or an irrevocable Letter of Credit in the amount of twenty percent (20%) of the Contract Price. The cost of the contract security shall be borne by the Tenderer.

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- .2 The bonds shall be issued by a company whose guarantee bonds are acceptable to the Government of Canada. Use the latest edition of CCDC Form 221 for a Performance Bond, and a Form 222 for a Labour and Material Bond.
- .3 Bonds may be submitted in an electronic or digital format provided it meets the following criteria: The version submitted by the Tenderer must be verifiable by the Owner with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company. The version submitted must be viewable, printable, and storable in standard electronic file formats acceptable to the Owner, and in a single file. Allowable formats include pdf. The verification may be conducted by the Owner immediately or at any time during the life of the bond and at the discretion of the Owner with no requirement for passwords or fees.
- .4 Digital copies of the Consent of Surety should be included with the tender package submission.
- .5 Indigenous businesses may be permitted to offer alternative forms of contract security, such as:
 - .1 Default insurance
 - .2 Partial securities (20% Irrevocable Letter of Credit)
 - .3 Tender securing declarations
 These alternatives must be approved by the Owner and clearly stated in a letter with tender submission indicating an alternative form of security will be provided.
- .6 The Contract Security shall be retained by the Owner until the expiration of the warrantee period.

1.11 INSURANCE

- .1 Digital copies should be included with the tender package submission.

1.12 FORM OF AGREEMENT

- .1 On the written acceptance by the Owner of a tender, that tender becomes the Contract and the Tenderer who has submitted it becomes the Contractor. The Contractor will be required to enter into a formal agreement with the Owner. The written notice of acceptance forms the Contract Agreement until the formal "Agreement" is executed.
- .2 The Agreement Between Owner and Contractor in CCDC 2 Stipulated Price Contract – 2020 will form the basis of the contract.

1.13 AMENDMENT OR WITHDRAWAL OF TENDER

- .1 Tenders may be amended or withdrawn by e-mail prior to date and time of closing.
- .2 The amendment shall indicate the amount of increase or decrease of the originally submitted tender price. Amendments shall not disclose either original or revised tender price.

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- .3 Head amendment or withdrawal as follows: “(Amendment)/ (Withdrawal) of **Tender for WTF & WWTF Upgrades, Belijk**”. Sign and seal as required for Tender and submit at e-mail given for receipt of Tenders prior to time of Tender Closing.
- .4 The Owner will not be responsible for any failure attributable to the transmission or reception of the email. The time stamp of the email received by procurement@afnwa.ca will be used to determine if the submission was received in time - not the time it was emailed sent by the sender. Last minute submissions are not recommended.

1.14 INFORMAL OR UNBALANCED TENDERS

- .1 Tenders which, in the opinion of the Owner, are informal or unbalanced may be rejected at the owner’s discretion. The Owner reserves the right to waive formality and technicality.

1.15 RIGHT TO ACCEPT OR REJECT ANY TENDER

- .1 The Owner reserves the right to reject any or all Tenders, to waive any irregularities, informalities, omissions or technical defects in any Tender, and to accept any Tender which, in the sole opinion of the Owner, is in the Owner's best interests. The lowest or any Tender will not necessarily be accepted.
- .2 The Owner reserves the right to evaluate all aspects of a Tender and the Tenderer's ability to successfully perform the Work. Such evaluation may include, but is not limited to, the Tenderer's:
 - .1 experience on projects of similar size, scope and complexity;
 - .2 technical capability and available resources;
 - .3 financial capacity;
 - .4 safety performance and regulatory compliance;
 - .5 quality of workmanship and quality management practices;
 - .6 proposed project team and subcontractors;
 - .7 schedule management capability;
 - .8 demonstrated ability to complete projects on time and within budget; and
 - .9 documented past performance on current or previous contracts.
- .3 In evaluating past performance, the Owner may consider information reasonably available to it, including performance on projects undertaken for the Owner or other owners. Such evaluation may include consideration of:
 - .1 achievement of contractual schedules and milestones;
 - .2 delays attributable to the Tenderer;
 - .3 quality deficiencies, rework or non-conforming work;
 - .4 responsiveness in addressing deficiencies and warranty obligations;
 - .5 frequency, magnitude, and causes of change orders;
 - .6 effectiveness of project planning, supervision, and contract administration;
 - .7 compliance with contract requirements;
 - .8 safety incidents, regulatory violations, or enforcement actions;
 - .9 contractual disputes, claims, litigation, or defaults; and
 - .10 references provided by owners, consultants, or project representatives.

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- .4 The Owner may reject a Tender where, in the Owner's reasonable opinion and based upon documented evidence, the Tenderer's past performance demonstrates a material risk that the Tenderer may be unable or unwilling to perform the Work in accordance with the Contract Documents.
- .5 Without limiting the foregoing, the Owner reserves the right to reject a Tender submitted by a Tenderer that, within the previous five (5) years:
 - .1 has been terminated for default or cause;
 - .2 has failed to complete a contract;
 - .3 has demonstrated a pattern of significant schedule delays attributable to the Tenderer;
 - .4 has demonstrated a pattern of excessive change orders attributable to inadequate planning, coordination, supervision, errors, omissions, or deficiencies within the Tenderer's control;
 - .5 has repeatedly failed to remedy deficient work;
 - .6 has engaged in conduct resulting in substantial contractual disputes, claims, or litigation; or
 - .7 has otherwise demonstrated unsatisfactory performance on projects, as supported by documented evidence.
- .6 The Owner's evaluation of a Tenderer's past performance, qualifications, capability, and suitability shall be final. The Owner shall not be limited to information provided by the Tenderer and may consider:
 - .1 the Owner's own experience with the Tenderer;
 - .2 information obtained from references;
 - .3 performance evaluations;
 - .4 information obtained from owners, consultants, regulatory agencies, and public authorities;
 - .5 The Owner shall have no obligation to seek clarification from a Tenderer regarding information obtained from such sources prior to determining the Tenderer's suitability; and,
 - .6 any other information reasonably considered relevant to the Tenderer's ability to successfully perform the Work.

1.16 SAFETY CERTIFICATION

- .1 Construction site safety is the responsibility of the Contractor. The Contractor shall name and appoint a site safety supervisor to coordinate and ensure appropriate construction and WHMIS safety procedures are observed and followed on the construction site. All work will be conducted in strict compliance with the applicable OH&S Act and Regulations at the place of work.
- .2 Submit **with Tender**, a copy of Tenderer's current and valid letter of Good Standing issued by the Construction Safety Association of the place of work.
- .3 Out of province companies shall submit, with their Tender, a current and valid Letter of Good Standing from their province of origin, or from a recognized Safety Association which utilizes and external audit element.
- .4 Out of province companies may obtain a Letter of Good Standing from province of work upon submission of documentation verifying training and compliance with the OH&S Act and Regulations of the place of work.

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- .5 Seven (7) days prior to start of construction, the Selected Contractor shall submit a Site-Specific Hazard Assessment and copies of their Safe Work Practices, Utility Locates and Corporate safety Policy to the Owner or Engineer.

1.17 CLEARANCE LETTER FROM WORKERS COMPENSATION BOARD

- .1 Submit **with Tender**, a copy of Tenderer's current valid clearance letter, issued by the Workers Compensation Board of the place of work.

1.18 UNITS OF MEASUREMENT

- .1 This is a metric unit project. Metric units of measure take precedence over imperial units. Where conflicts may arise, notify the Engineer for clarification. No Claims for compensation due to conflicting units will be considered.

1.19 PROJECT FUNDING

- .1 Bidders are advised that the project is subject to funding approvals by Indigenous Services Canada (ISC) and the AFNWA Board.

1.20 DELAY CHARGES

- .1 Should the Contractor fail to complete the work by the date stipulated in the contract, the period of time from the stipulated date of Substantial Performance to the actual date of Certificate of Substantial Performance of the work, as determined by the Engineer shall be termed the Period of Delay.
- .2 The value of the delay charges that the Owner will suffer for reasons of said delay shall be specified in ARTICLE GC 6.5 DELAYS of the Supplementary General Conditions (Section 00 73 00) and shall be applied to each calendar day for the duration of the Period of Delay. The owner may deduct the amount of delay charges from and monies payable to the Contractor under the contract.

1.21 EVALUATION OF TENDERS

- .1 The following Bid Value Reductions (BVR) may be applied subject to a maximum of 10% per tender:
1. If Indigenous owned (>50% beneficial ownership), up to 5% Bid Value Reduction.
 2. If non-Indigenous owned, historical evidence of commitment to source from or employ Indigenous businesses or people, up to 5% Bid Value Reduction.
 3. Demonstrable commitment towards minimizing environmental impact through environmental policies and procedures that either proactively/pre-emptively reduce carbon emissions or that neutralize unavoidable environmental impact with projects promoting reforestation or activities otherwise deemed as actively benefiting the future of our planet, up to 5% Bid Value Reduction.

- .2 The Bid Value Reduction shall be applied as follows:

Ownership	Percent Reduction	Labour	Percent Reduction
50%	2.5%	0%	0%
60%	3.00%	10%	0.50%
70%	3.5%	20%	1.00%
80%	4.00%	30%	1.50%
90%	4.5%	40%	2.00%
100%	5.00%	50%	2.50%
		60%	3.00%
		70%	3.50%
		80%	4.00%
		90%	4.50%
		100%	5.00%

- .3 The Contractor shall supply additional information on labour hours or dollar value of labour hours contributed by Indigenous people in order for them to avail BVR. The labour hours shall be verified throughout the project through payroll reports submitted with the invoices.
- .4 The AFNWA encourages the bidders to provide relevant information for evaluation if they wish to be considered for such Bid Value Reduction.

END OF SECTION

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1.1 SALUTATION:

- .1 To: Atlantic First Nations Water Authority Inc.
Attention: Chris Fahie, MASc., P.Eng.
Director of Engineering
13 Treat Trail, Millbrook, NS B6L 1W1
- .2 For: A-26-BL-40 WTF & WWTF Upgrades
(Pipe Repair, Washroom, Gen. Pad & Road)
Bilijk, NB
- .3 From: _____

1.2 TENDER DODUMENTS

- .1 The undersigned Tenderer, having carefully read and examined the undermentioned Tender Documents prepared by the **Atlantic First Nations Water Authority** for the completion of the Atlantic First Nations Water Authority, **WTF & WWTF Upgrades, Bilijk, NB**, which comprise all the tender documents in accordance with the following documents:
- .1 Section 00 21 13 Information to Tenderers
 - .2 Section 00 41 43 Tender Form
 - .3 CCDC 2- Stipulated Price Contract - 2020:
 - a. Agreement Between Owner and Contractor
 - b. Definitions
 - c. General Conditions
 - .4 Section 00 73 00 Supplementary General Conditions
 - .5 DRAWINGS
 - C-01 WTF Site Plan
 - C-02 WTF Existing & Proposed Building Footprint
 - C-03 WTF Leak Repair Section
 - C-04 WTF Building Details
 - C-05 WTF Building Notes
 - C-06 WWTF Civil Works
 - .6 Addendum/Addenda

Hereby accepts the same as part and parcel of the Contract herein referred to, and having carefully examined the locality and site of Work and having full knowledge of the Work required and of the materials to be furnished and used, does hereby Tender and offer to enter into a contract to perform and complete, the whole of the said Work and provide all necessary labour, plant, tools, materials and equipment, as set forth and in strict accordance with the Specifications, Drawings and other Contract Documents and to do all

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therein called for on the terms and conditions and under the provisions therein set forth as follows.

1.3 CONTRACT PRICE \$ _____

1.4 TENDERER DECLARES:

- .2 That this tender was made without collusion or fraud.
- .3 That the proposed work was carefully examined.
- .4 That the Tenderer was familiar with local conditions.
- .5 That Contract Documents and Addenda No. ___ to ___ inclusive were carefully examined.
- .6 That all the above were taken into consideration in preparation of this Tender.

1.5 TENDERER AGREES:

- .1 To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the Work as described and specified herein for the Contract Price stated in Article 1.3 above, subject to additions and deductions according to the terms and conditions of the specifications.
- .2 That this Tender is valid for acceptance for sixty (60) days from Tender Closing.
- .3 To provide evidence of ability and experience within seven (7) days of request, including: experience in similar work, work currently under contract, senior supervisory staff available for the project, equipment available for use on the Work, and financial resources. The Owner reserves the right to reject any staff proposed for use on this project.
- .4 To execute in triplicate the Agreement and forward same together with the specified contract security and insurance documents to the Owner within fourteen (14) days of written notice of award.
- .5 That failure to enter into a formal Contract and give specified insurance documents and contract security within time required will constitute grounds for forfeiture of Certified Cheque or enforcement of Bid Bond or irrevocable Letter of Credit.
- .6 A construction schedule shall be prepared to show a continuous and concentrated effort to complete the work. Close adherence to the schedule is a requirement of this Contract and coordination with Owner's Personnel is a requirement of this Contract when establishing the schedule. Start-up shall also be contingent on receiving all pertinent approvals from regulatory authorities.
- .7 Understands the Substantial Performance of the work will be established in accordance with the General Conditions of the Contract and applicable lien legislation at the Place of Work.

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- .8 Understands the occupational Health and Safety Legislation and any Workers or Workplace compensation legislation applicable to the Place of the Work and declares that they are in good standing and have all necessary certification as required by such legislation.
- .9 Agrees that the Warranty Period defined in the Contract Documents shall be for a period of one (1) year from the date of substantial completion of the Work.
- .10 Understands Contract Security, as specified herein, will be retained until the expiration of the Warranty Period.
- .11 Understands that after the issuance of the certificate of Substantial Performance of the Work by the Consultant, provided that the Contractor has relieved the Owner from any and all claims, and demands for and in respect of the Contract, and has completed all outstanding items and corrected all deficiencies, the Contractor shall submit an application for Final Payment and the Consultant will thereafter prepare the Final Certificate for payment in accordance with the General Conditions of the Contract.
- .12 Understands that in the event that the tendered Contract Price is not within the project budget, the Owner has the right to negotiate the Contract with the low bidder or reject all tenders received.
- .13 Agrees to provide, maintain and pay for the insurance coverages specified in the Contract Documents for the duration of the Contract.
- .14 Agrees that time shall be construed as being of the essence of the Contract.

1.6 COMPLETION TIME

- .1 Tenderer agrees to achieve Substantial Completion within _____ weeks of the Contract Award.

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1.7 SIGNATURES

DATED THIS _____ DAY OF _____, 20 ____.

[Seal]

Name of Firm Tendering

Signature of Signing Officer

Witness

Name and Title (Printed)

Witness

Signature of Signing Officer

Name and Title (Printed)

Company Address

Telephone No.

Fax No.

*NOTE: Tenders submitted by or on behalf of any Corporation must be signed and sealed in the name of such Corporation by a duly authorized officer or agent.

1.8 SUPPLEMENTARY TENDER INFORMATION:

.1 List of Subcontractors:

The provision of the subcontractor list is an undertaking by the contractor to use the listed subcontractor on the project. Obtain the Engineer's approval to add or delete named subcontractors from the above list after the tenders have closed. Award will not be dependent on the sub-contractor list.

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- .2 List of all Equipment type that will be used on the project together with marked-up operated hourly rates including operator and also marked-up hourly labour rates - to assess resources applied to the project and establish charge-out rates if extra work is required.

Attach a separate sheet with this information.

1.9 SUPPLEMENTARY INFORMATION

If requested, provide the following additional information prior to award.

- .1 List of material and equipment suppliers - incorporated into the work.
- .2 List of key personnel, title, experience.

END OF SECTION

CCDC 2

Stipulated Price Contract

2 0 2 0

[Name of Project]

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

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

CCDC 2 STIPULATED PRICE CONTRACT

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

CCDC Copyright 2020

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

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

located at (insert below the Place of the Work)

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

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

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

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

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

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

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

*

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

ARTICLE A-4 CONTRACT PRICE

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

/100 dollars \$

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

/100 dollars \$

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

/100 dollars \$

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

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

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

5.2 Interest

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

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

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

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

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

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

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

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

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

Owner

*name of Owner**

address

email address

Contractor

*name of Contractor**

address

email address

Consultant

*name of Consultant**

address

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

name of Owner

signature

signature

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

name of Contractor

signature

signature

name of person signing

name and title of person signing

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

DEFINITIONS

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

Change Directive

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

Change Order

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

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

Construction Equipment

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

Consultant

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

Contract

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

Contract Documents

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

Contract Price

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

Contract Time

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

Contractor

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

Drawings

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

Notice in Writing

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

Owner

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

Other Contractor

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

Payment Legislation

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

Place of the Work

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

Product

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

Project

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

Ready-for-Takeover

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

Shop Drawings

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

Specifications

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

Subcontractor

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

Substantial Performance of the Work

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

Supplemental Instruction

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

Supplier

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

Temporary Work

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

Value Added Taxes

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

Work

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

Working Day

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

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

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

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

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

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

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

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

GC 2.2 ROLE OF THE CONSULTANT

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

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

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

GC 2.4 DEFECTIVE WORK

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

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

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

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

GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to *Other Contractors* and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of *Other Contractors* and the *Owner*'s own forces with the *Work* of the *Contract*;
 - .2 enter into separate contracts with *Other Contractors* under conditions of contract which are compatible with the conditions of the *Contract*;
 - .3 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
 - .4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of *Other Contractors* or the *Owner*'s own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Contractor* shall:
- .1 afford the *Owner* and *Other Contractors* reasonable opportunity to store their products and execute their work;
 - .2 co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner*'s own forces that are identified in the *Contract Documents*;
 - .3 participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and
 - .4 report promptly to the *Consultant* in writing any apparent deficiencies in the work of *Other Contractors* or of the *Owner*'s own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of *Other Contractors* or *Owner*'s own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 3.2.5 Disputes and other matters in question between the *Contractor* and *Other Contractors* shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the *Other Contractors* have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any *Other Contractor* whose contract with the *Owner* contains a similar agreement to arbitrate. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question initiated by the *Contractor* against *Other Contractors* will be considered disputes and other matters in question between the *Contractor* and the *Owner*.
- 3.2.6 Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work* unless otherwise specified in the *Contract Documents*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 3.3.3 Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 CONSTRUCTION SCHEDULE

3.4.1 The *Contractor* shall:

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

GC 3.5 SUPERVISION

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

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

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

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

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

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

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

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

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

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

GC 3.7 LABOUR AND PRODUCTS

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

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

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

GC 3.8 SHOP DRAWINGS

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

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

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

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

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

GC 4.2 CONTINGENCY ALLOWANCE

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

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC 5.2 APPLICATIONS FOR PAYMENT

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

GC 5.3 PAYMENT

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

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

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

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

GC 5.5 FINAL PAYMENT

- 5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.5.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and when the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner*, with a copy to the *Contractor*.
- 5.5.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
- 5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement – PAYMENT and in any event, in compliance with *Payment Legislation*.

GC 5.6 DEFERRED WORK

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

GC 5.7 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

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

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present to the *Consultant*, in a form that can be reasonably evaluated, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and the *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the applications for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

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

Labour

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

Products, Construction Equipment and Temporary Work

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

Subcontract

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

Others

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

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

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

GC 6.5 DELAYS

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

- .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly.

6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.

6.5.5 If no schedule is made under paragraph 2.2.12 of GC 2.2 – ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:

- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
- .2 keep such records as may be necessary to support the claim.

6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based and the *Consultant* will make a finding upon such claim.

6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.

6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

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

7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.1.2 If the *Contractor* neglects to perform the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:

- .1 commences the correction of the default within the specified time,
- .2 provides the *Owner* with an acceptable schedule for such correction, and
- .3 corrects the default in accordance with the *Contract* terms and with such schedule.

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

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

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

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

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

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

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

GC 8.2 ADJUDICATION

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

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

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

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

GC 8.4 RETENTION OF RIGHTS

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

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

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

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

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

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

GC 9.3 ARTIFACTS AND FOSSILS

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

GC 9.4 CONSTRUCTION SAFETY

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

GC 9.5 MOULD

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

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

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

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

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

GC 10.3 PATENT FEES

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

GC 10.4 WORKERS' COMPENSATION

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

PART 11 INSURANCE

GC 11.1 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

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

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

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

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

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

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

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

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

GC 12.2 EARLY OCCUPANCY BY THE OWNER

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

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

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

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

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

GC 12.3 WARRANTY

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

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

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

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

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

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

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

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

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

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

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

GC 13.2 WAIVER OF CLAIMS

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

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

INTENT

- .1 The Work of this Contract is governed by and is to be constructed in accordance with the most recent edition of, CCDC2 – STIPULATED PRICE CONTRACT, except as modified herein.
- .2 Supplementary Specifications modify and take precedence over the specification sections to which they refer.

DEFINITIONS (CCDC2, page 7)

Delete the definition of “Consultant” and replace with the following:

Consultant

“Consultant” means the Owner, who shall assume and perform all duties, authorities, responsibilities and obligations ascribed to the Consultant under the Contract Documents.

Add the following Definitions:

Approved or Approval

Approved or Approval means acceptance by the Consultant in accordance with the Consultant’s responsibilities described in Clause GC 2.2 ROLE OF THE CONSULTANT.

Period of Delay

The period of time from *Ready-for-Takeover* date specified in Article A-1, subclause .1.3, and the actual *Ready-for-Takeover* date; if any.

GC 2.2 ROLE OF THE CONSULTANT (CCDC2)

Add clause 2.2.19 as follows:

- 2.2.19 The Owner, acting in the capacity of the Consultant, shall have full authority to administer the Contract, including issuing instructions, interpretations, decisions, certifications and determinations required under the Contract Documents.

GC 3.4 CONSTRUCTION SCHEDULE (CCDC2)

In clause 3.4.1, replace “prior to the first application for payment” with “no later then seven (7) days after the Award of Contract”.

GC 5.2 APPLICATIONS FOR PAYMENT (CCDC2)

Add clauses 5.2.9 and 5.2.10 as follows:

- 5.2.9 The Contractors application shall show the total progress made to date and the progress on the last claim; the claimed progress being the difference. The application shall show the total amount claimed and the amount claimed for the progress made.
- 5.2.10 In addition to the ten percent (10%) Builder’s Lein Act holdback, an amount of 2.5% of the contract Value shall be held-back for a period of one year from the date of Substantial Completion of the Work as a performance warranty. This amount shall be in addition to the performance/warranty bond supplied by the contractor at the start of the contract.

GC 5.3 PAYMENT (CCDC2)

In clause 5.3.1.1, replace “10 calendar Days” with “20 Working Days”.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK (CCDC2)

Add clauses 5.4.7, 5.4.8 and 5.4.9 as follows:

- 5.4.7 If, within 60 days after the issue by the Engineer of the Certificate of Substantial Performance, the Contractor has not corrected all deficiencies, the Owner will retain sufficient money to cover the cost of completing the said deficiencies, as determined by the Engineer, in addition to holding monies retained in accordance with the Contract and subject to appropriate legislation of Nova Scotia.
- 5.4.8 Notwithstanding the provisions of the preceding paragraphs, the warranty holdback in the amount of two and a half percent (2.5%) of the final contract price shall be retained by the Owner until the expiry of the warranty period of 12 months from the date of substantial completion of work. This amount will be released within 21 days following the expiry of the warranty period, provided that the Contractor has fulfilled all of the requirements of the contract.
- 5.4.9 The Engineer will review the Contractors comprehensive list of items to be completed or corrected (deficiency list). If the list is found to be incomplete, a finding that the project is substantially complete may be withheld until a comprehensive deficiency list is established to the satisfaction of the Consultant. If the Engineer generates a list of deficiencies, the Engineer shall value each item based on experience. The Engineer may also ask the Contractor for information necessary to establish values for items on the deficiency list. If the Contractor disputes the value of any item, then the Contractor must submit a detailed cost estimate for the value of each item. The value of deficiencies may be withheld from payment of the holdback money.

GC 5.5 FINAL PAYMENT (CCDC2)

In clause 5.5.2, replace “10 calendar days” with “21 Working Days”.

Add GC 5.8 as follows:

GC 5.8 DOCUMENTS REQUIRED AT HOLDBACK RELEASE (CCDC2)

- 5.8.1 At each time the contractor applies for release of holdback (GC 5.6 to 5.7 inclusive), he shall provide the following documentation. Release of holdback will be subject to receipt of the documentation:
- Statutory Declaration (CCDC Document 9A).
 - Bonding company acknowledgement and statement of bond status.
 - Statutory Declaration by deed search of any liens filed on the Owner’s property from work of the contract.
 - Nova Scotia Construction Safety Association letter of good standing.
 - Worker’s Compensation letter of good standing.
 - Statement of all outstanding claims against the contract which precede the date of holdback application. Outstanding claims not listed at the date of Release application will later be rejected.
 - O&M Manual.

GC 6.5 DELAYS (CCDC2)

Add clauses 6.5.6 and 6.5.7 as follows:

- “6.5.6 Should the Contractor fail to attain Ready-for-Takeover for the Work by the date indicated in Article A-1, Clause 1.3 in the AGREEMENT BETWEEN OWNER AND CONTRACTOR, the

period of time from this agreed date to the actual date when the Consultant confirms the Work is Ready-for-Takeover, shall be termed the Period of Delay.

- 6.5.7 In the event there is a Period of Delay, the Contractor shall be liable for and shall pay to the Owner the cost of continuance of supervision during the Period of Delay, and all additional fees, disbursements and costs incurred by the Owner by reason of there being such a Period of Delay. The said sum or sums in the view of the difficulty of ascertaining the losses which the Owner may suffer by reason of delay in the performance of said works in here agreed upon, fixed and determined by the parties hereto as Delay Charges that the Owner will suffer of said delay and default and not as a penalty. The value of Delay Charges shall be \$1,000.00 per calendar day past the date of Substantial Completion indicated in the Tender Form.

GC 6 CHANGES IN THE WORK (CCDC2)

Add clause 6.7 as follows:

GC 6.7 SUPPLEMENTAL INSTRUCTIONS

- 6.7.1 Supplemental Instructions (SIs) are written instructions issued by the Engineer for the purpose of recording clarifications or interpretations of the Contract Documents or giving direction resulting from field conditions. SIs are subject to the provisions of the Contract Document and unless stated in the SI and specifically co-authorized by the Client, will not affect the terms and conditions of the Contract. Should the Contractor believe a change in the contract price or Time of Completion is required as a result of an SI, he shall submit to the Engineer within five (5) days of the date of issuance of the Supplemental Instruction an itemized proposal but if SI work will take place before the five days, the Contractor shall notify the Engineer that a price or time change is indicated at least one (1) working day before proceeding with the work. If the proposal is accepted by the Owner, the Supplemental Instruction will be superseded by a Change Order.

GC 9.4 – CONSTRUCTION SAFETY (CCDC2)

Add clause 9.4.6 as follows:

- 9.4.6 The Contractor shall indemnify and save harmless the Owner, its agents, officers, directors, employees, Consultants, successors, appointees and assigns from and against the consequences of any and all safety infractions committed by the Contractor under the applicable occupational health and safety legislation in the Place of the Work, including the payment of legal fees and disbursements on a solicitor and client basis. Such indemnity shall apply to the extent to which the Owner is not covered by insurance, provided that the indemnity contained in this clause shall be limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect, or special damages.

GC 10.1 TAXES AND DUTIES (CCDC2)

Delete clauses within GC 10.1.1 and 10.1.2 and replace with the following:

- 10.1 Where the Work is funded by a First Nation and takes place on First Nation land, no Value Added Tax will be applied to payments made by the Owner.

GC 10.2 LAWS, NOTICES, PERMITS AND FEES (CCDC2)

Add clauses 10.2.8 and 10.2.9 as follows:

- 10.2.8 Include obtaining utility permits (phone, power, etc.) and their fees, license, inspections, certificates, co-ordination, scheduling and costs in the tender price & the scope of work. Where a utility or agency requires that an application be made by the Owner, advise the Owner sufficiently far in advance so as not to delay the work and thereafter act as the Owner's agent in scheduling

and co-ordinating the utility/agency with those of the work. Co-ordinate and pay for adjustment of utility poles and their supports, if required for the purposes of the work, with/to the utility having jurisdiction. Carry ongoing utility costs until Substantial Performance.

- 10.2.9 The Contractor shall schedule his work in accordance with permits issued and any stipulations contained therein. The Contractor shall notify the Owner and the Engineer of any restrictions placed on the work schedule by such permits. The Contractor shall notify the Engineer of any difficulty in obtaining permits and their impact on the schedule. Notification to the Engineer does not relieve the Contractor of his obligations.

GC 11.1 INSURANCE (CCDC2)

Add Clause 11.1.1.9 as follows:

- 11.1.1.9 The Contractor shall add the Owner and Engineer as joint insured parties (co-insured) in the insurance policies.

GC 12.3 WARRANTY (CCDC2)

Add clauses 12.3.7 and 12.3.8 as follows:

- 12.3.7 Equipment warranty: all equipment shall be warrantied by the manufacturer for a period of 12 months from the date of successful commissioning and placing in service.
- 12.3.8 All Work of repair or replacement carried out during the warranty period shall be maintained for a period of one (1) year from the date of the Consultant's acceptance of the Work of repair or replacement notwithstanding that the warranty period expires before the expiration of the said year. This clause shall not apply to normal operation maintenance, which shall be carried out by the Owner."

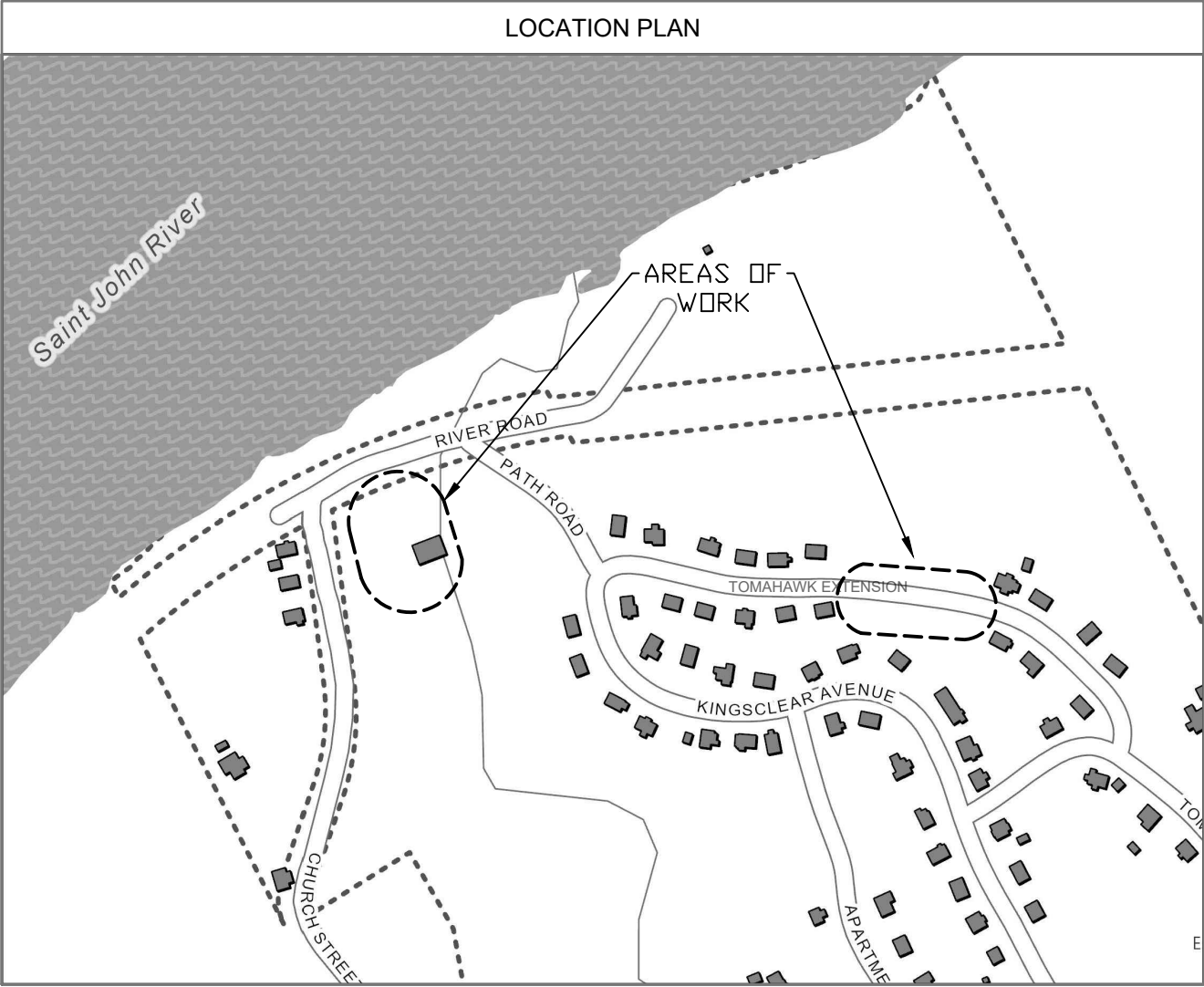
END OF SECTION

BILIK FIRST NATIONS WTF & WWTF UPGRADES (PIPE REPAIR, WASHROOM, GEN PAD, & ROAD)

Bilijk, N.B.
AFNWA Project No. A-26-BL-40



DRAWING INDEX	
DWG. NO.	DRAWING TITLE
C-01	WTF SITE PLAN
C-02	WTF EXISTING AND PROPOSED BUILDING FOOTPRINT
C-03	WTF LEAK REPAIR SECTION
C-04	WTF BUILDING DETAILS
C-05	WTF BUILDING NOTES
C-06	WWTF CIVIL WORKS



GRID NORTH

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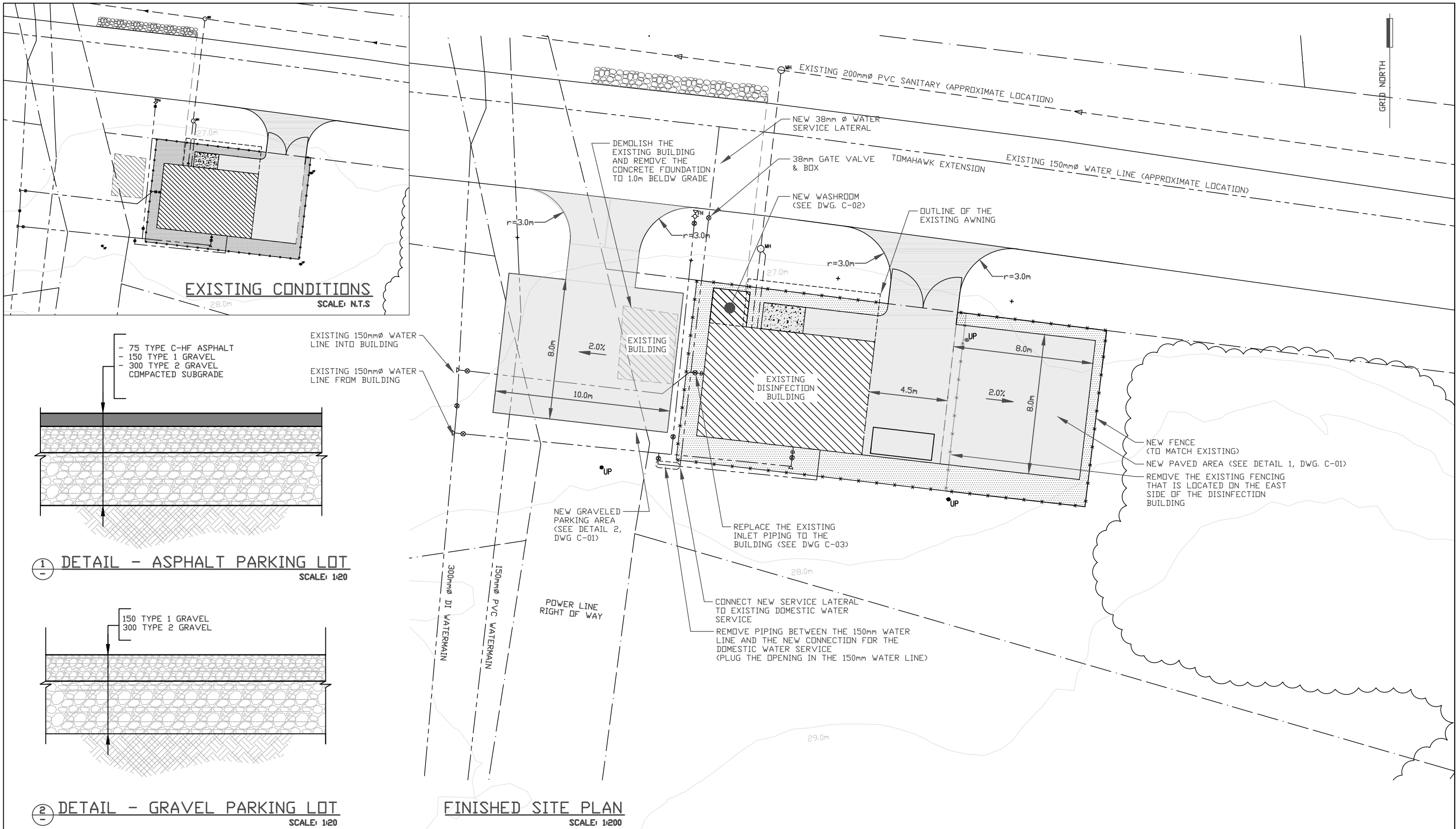
Atlantic First Nations Water Authority Inc.
90 Treaty Trail | Millbrook NS | B6L 1W3
T: +1.902.603.0312

The logo for Atlantic First Nations Water Authority Inc. is a circular emblem featuring a stylized water drop and the text "ATLANTIC FIRST NATIONS WATER AUTHORITY INC." around the perimeter.

A-26-BL-40

IFT

SEPT 2026



LICENCED
PROFESSIONAL ENGINEER
Province of New Brunswick
L7342 Steven Davis 2026
Signature
15 Sep 2026
INGENIEUR TITULAIRE DE PERMIS
Province du Nouveau-Brunswick

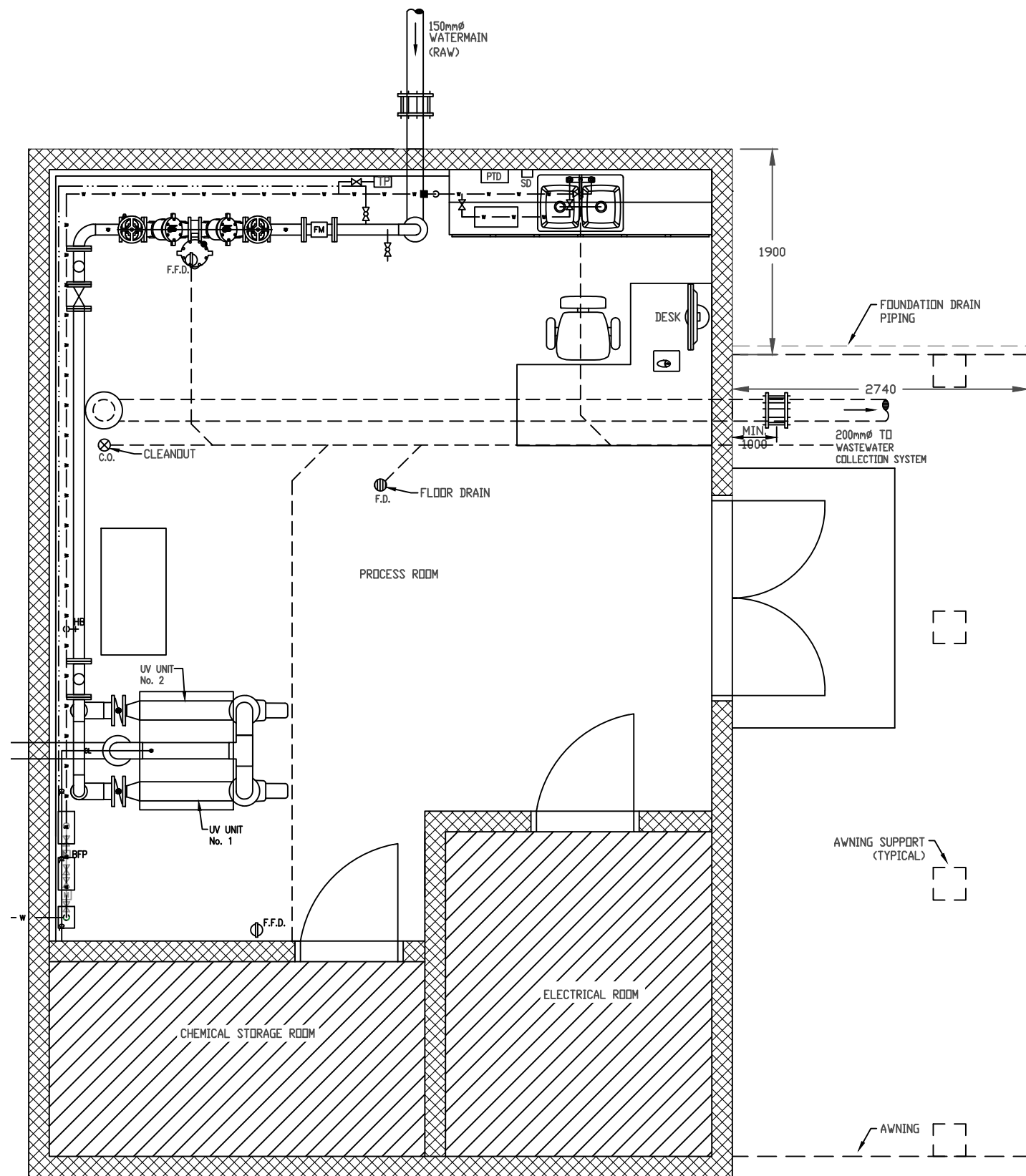
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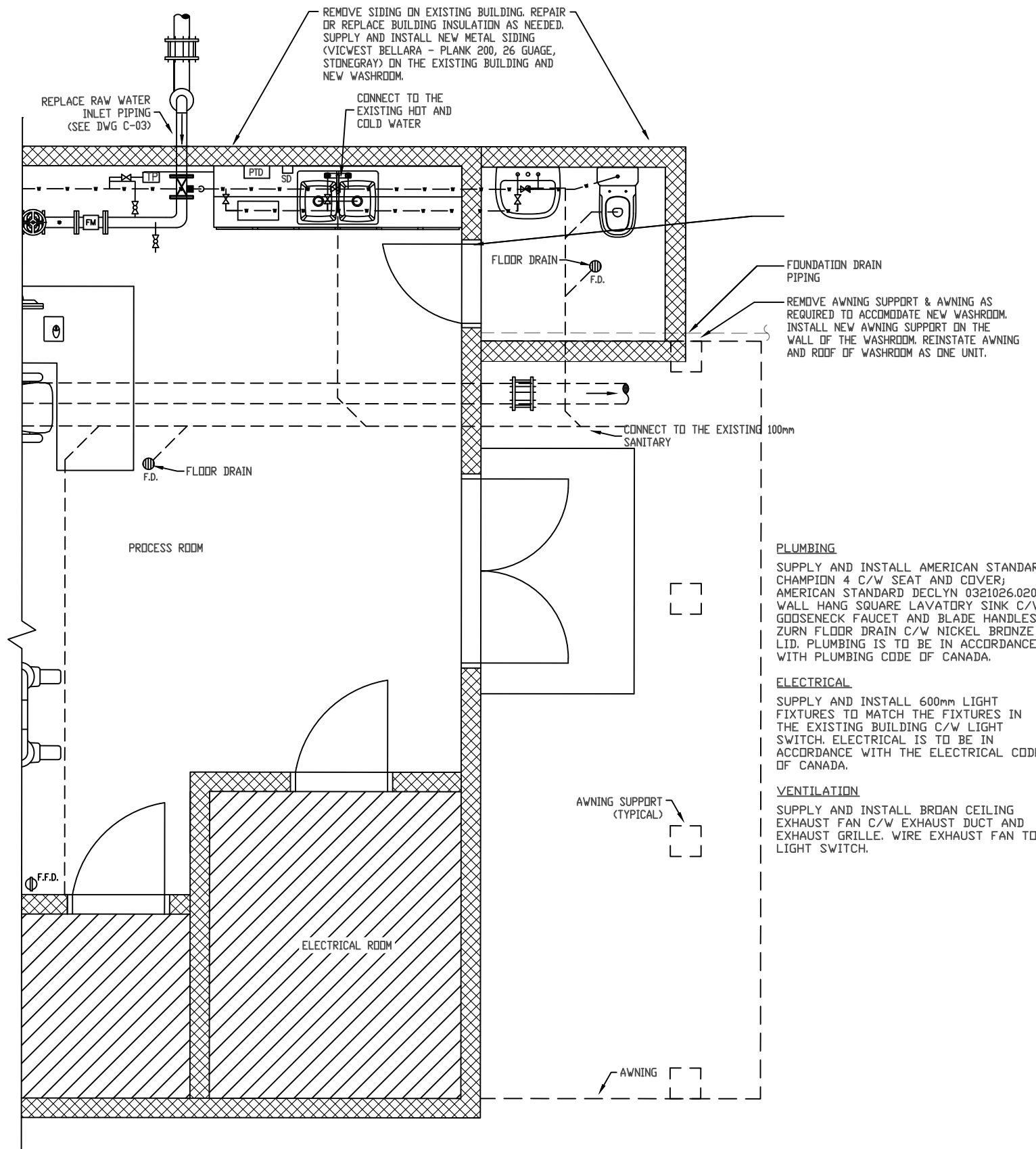
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BILIK FIRST NATIONS
WTF & WWTF UPGRADES
(WTF SITE PLAN)

SCALE	1:200
DWG. NO.	C-01
CONT. NO.	- - - -
SHEET NO.	1 OF 6



EXISTING BUILDING FOOTPRINT
SCALE: 1/50



PROPOSED BUILDING FOOTPRINT
SCALE: 1/50

PLUMBING
SUPPLY AND INSTALL AMERICAN STANDARD CHAMPION 4 C/W SEAT AND COVER; AMERICAN STANDARD DECLYN 0321026.020 WALL HANG SQUARE LAVATORY SINK C/W GOOSENECK FAUCET AND BLADE HANDLES; ZURN FLOOR DRAIN C/W NICKEL BRONZE LID. PLUMBING IS TO BE IN ACCORDANCE WITH PLUMBING CODE OF CANADA.

ELECTRICAL
SUPPLY AND INSTALL 600mm LIGHT FIXTURES TO MATCH THE FIXTURES IN THE EXISTING BUILDING C/W LIGHT SWITCH. ELECTRICAL IS TO BE IN ACCORDANCE WITH THE ELECTRICAL CODE OF CANADA.

VENTILATION
SUPPLY AND INSTALL BROAN CEILING EXHAUST FAN C/W EXHAUST DUCT AND EXHAUST GRILLE. WIRE EXHAUST FAN TO LIGHT SWITCH.



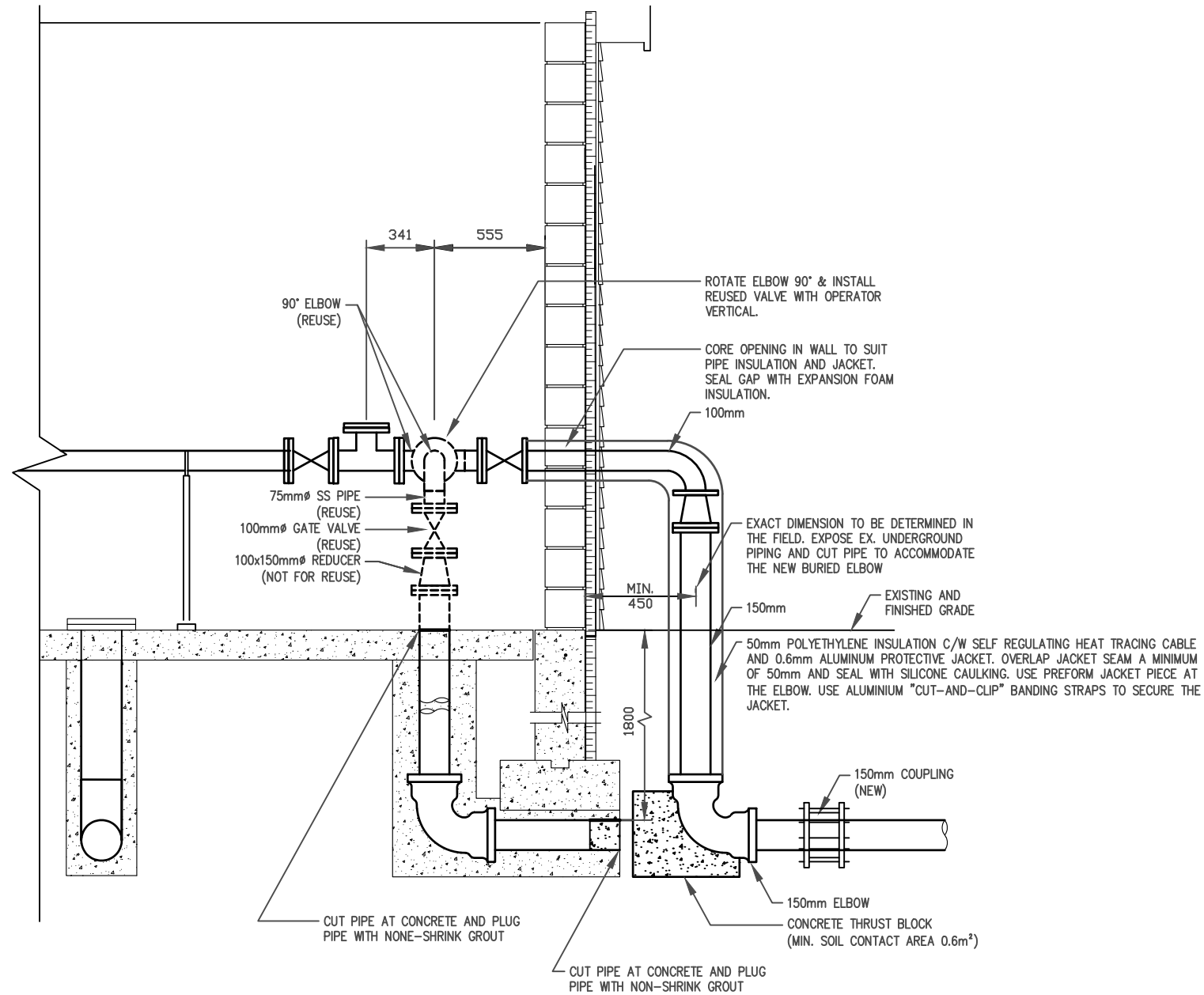
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BILIK FIRST NATIONS
WTF & WWTF UPGRADES
WTF EXISTING & PROPOSED
BUILDING FOOTPRINTS

SCALE	AS NOTED
DWG. NO.	C-02
CONT. NO.	- - - -
SHEET NO.	2 OF 6



PROPOSED LEAK REPAIR - SECTION
SCALE: 1:30



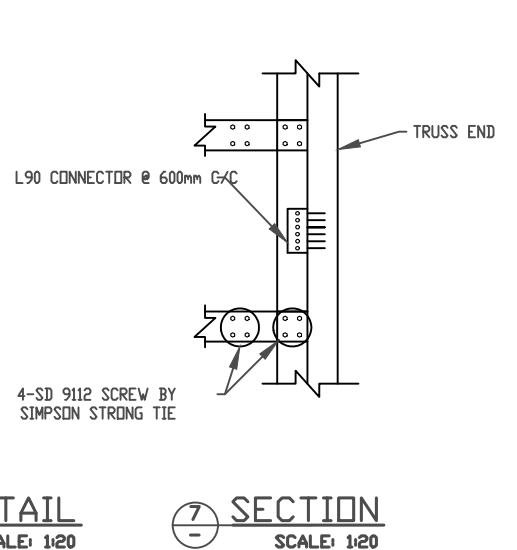
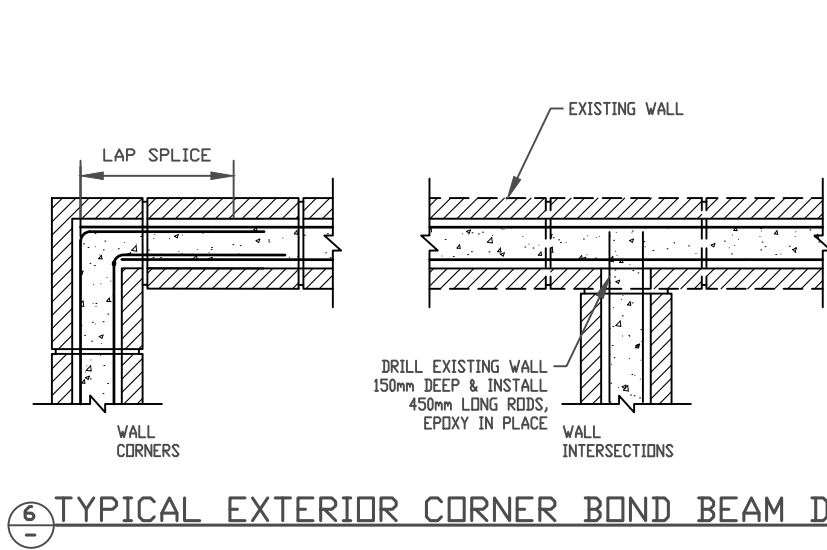
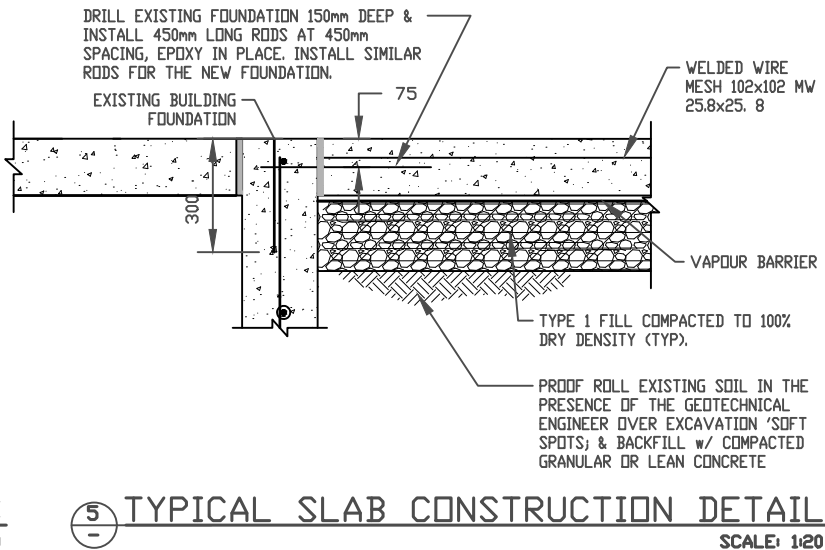
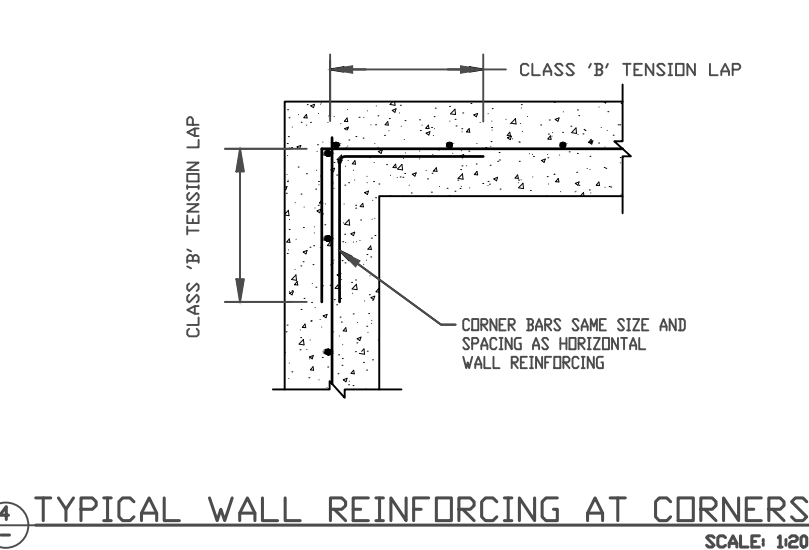
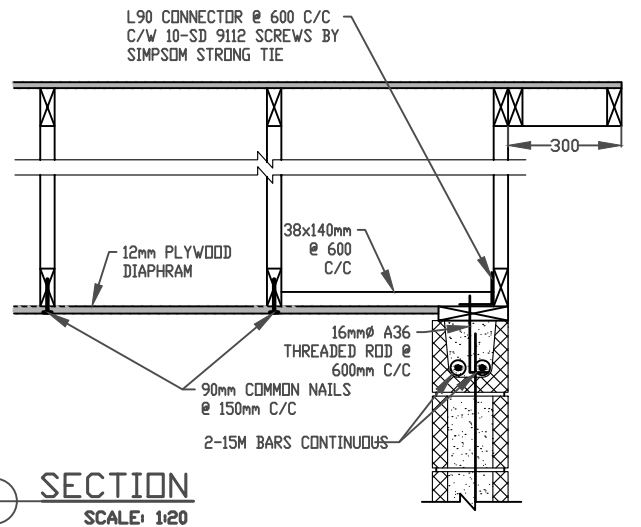
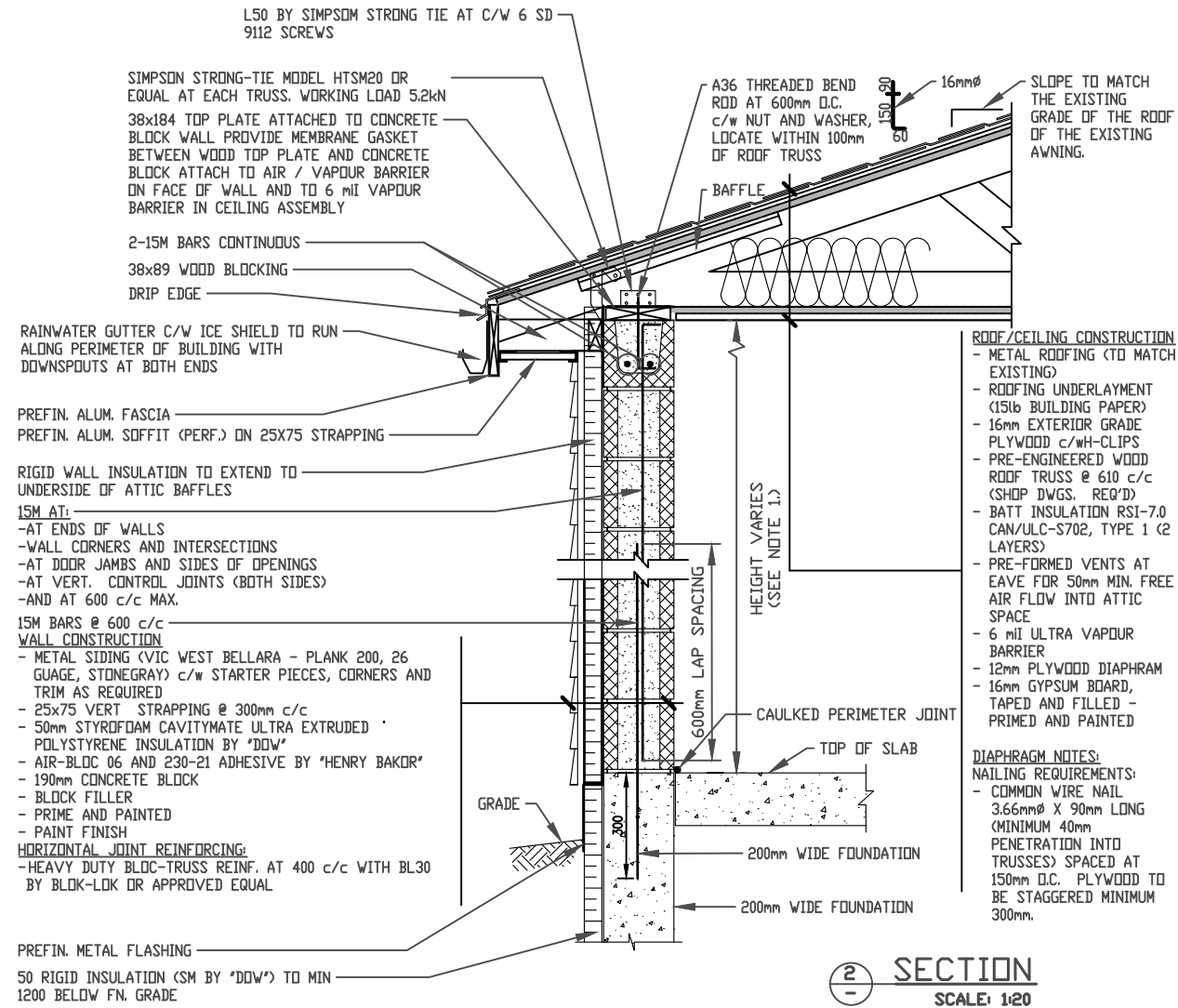
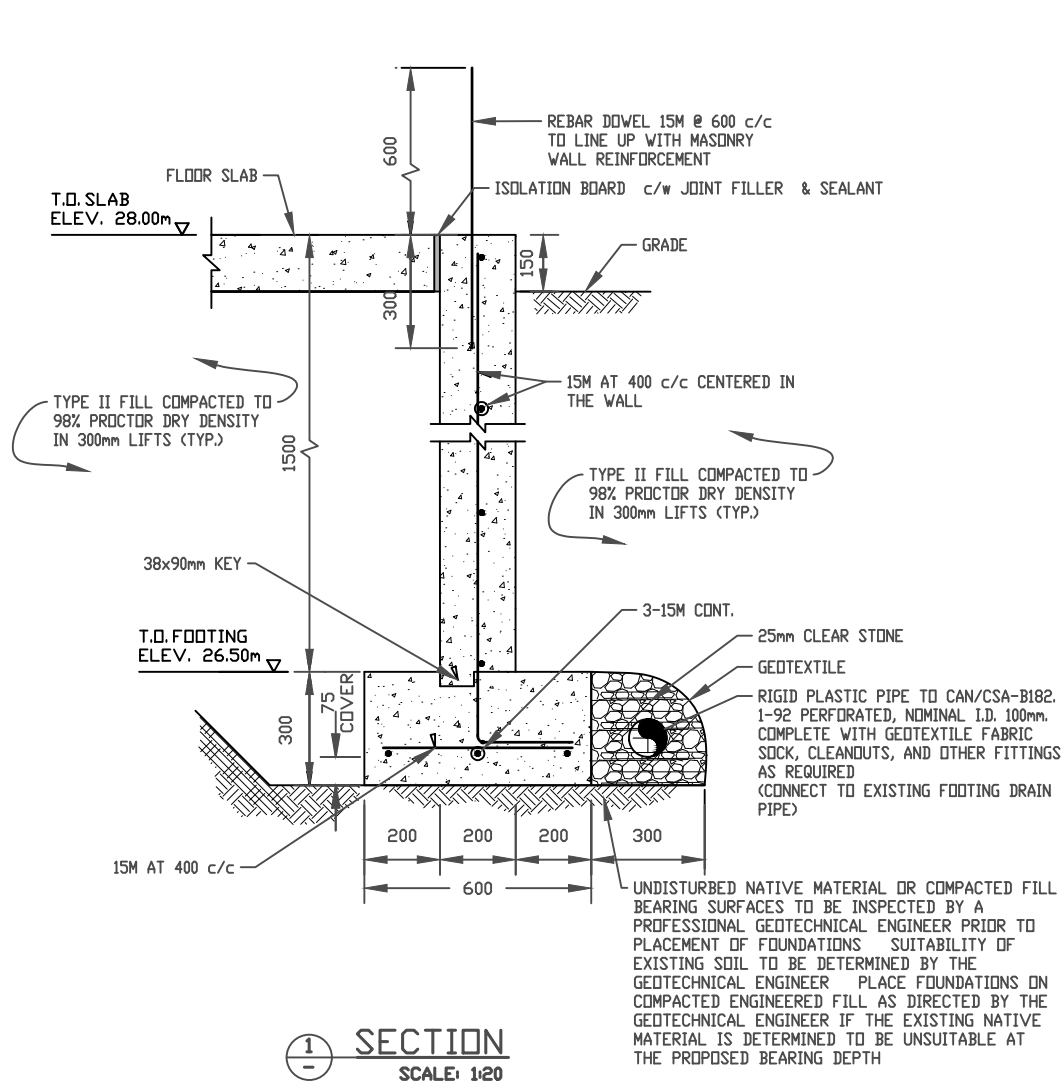
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DATE 09/11/2026
DESIGN GR
DRAWN IM
CHECKED XX

**BILIK FIRST NATIONS
WTF & WWTF UPGRADES
WTF LEAK REPAIR SECTION**

SCALE AS NOTED
DWG. NO. C-03
CONT. NO. - - - -
SHEET NO. 3 OF 6



NOTES:

- HEIGHT OF THE ROOF OF THE NEW CONSTRUCTION IS TO MATCH THE HEIGHT OF THE ROOF OF THE EXISTING AWNING.



No.	DATE	REVISIONS	BY
1	09.15.26	IFT	IMM



DATE	09/11/2026
DESIGN	GR
DRAWN	IM
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BILIK FIRST NATIONS
WTF & WWTF UPGRADES
WTF BUILDING DETAILS

SCALE	AS NOTED
DWG. NO.	C-04
CONT. NO.	- - - -
SHEET NO.	4 OF 6

GENERAL REQUIREMENTS

GENERAL

1. THE CONTRACTOR MUST PERFORM ALL WORK IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL BUILDING CODE OF CANADA.
2. ALL REFERENCES TO CODES AND STANDARDS ARE TO BE CONSIDERED AS BEING FROM THE LATEST EDITION OF THE APPLICABLE CODE OR STANDARD.
3. THE CONTRACTOR SHALL EXAMINE ALL DRAWINGS AND CHECK ALL DIMENSIONS AGAINST SITE CONDITIONS. THE CONTRACTOR IS TO REPORT ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
4. THE MAXIMUM ANTICIPATED DEFLECTION UNDER THE LIVE LOADS FOR THE STRUCTURAL MEMBERS IS 1/360 OF THE SPAN, UNLESS OTHERWISE INDICATED IN THE NOTES AND/OR THE DRAWINGS. THE CONSTRUCTION DETAILS OF NON-WEIGHT BEARING COMPONENTS MUST TAKE THIS POSSIBLE DEFORMATION INTO ACCOUNT.
5. THE CONTRACTOR AND ITS SUBCONTRACTOR(S) MUST CONSIDER THAT THE WORK DEPENDS ON SITE CONDITIONS. THEY ARE REQUIRED TO COMPLETE THE WORK IN KEEPING WITH THE PRACTICES OF THEIR TRADE.
6. ONLY THE MAIN OPENINGS ARE SHOWN ON THE DRAWINGS. COORDINATE ALL OPENINGS WITH THE DRAWINGS OF THE OTHER PROFESSIONALS. ADVISE THE STRUCTURAL ENGINEER OF ANY CHANGES OR ADDITIONAL DETAILS.
7. THE CONTRACTOR IS TO DESIGN, INSTALL AND MAINTAIN ALL TEMPORARY SUPPORTS AND BRACING AS REQUIRED FOR STABILITY AND SAFETY DURING CONSTRUCTION.

SITE CONSTRUCTION

DEMOLITION

GENERAL

1. PERFORM STRUCTURAL DEMOLITION WORK IN ACCORDANCE WITH THE CSA S350 STANDARD AND OTHER APPLICABLE LOCAL REGULATIONS.
2. ENABLE THE OWNER TO RECOVER THE EQUIPMENT AND MATERIALS IT WANTS TO RETAIN BEFORE BEGINNING THE WORK.
3. ALL TEMPORARY SUPPORT WORK IS UNDER THE CONTROL AND RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR IS REQUIRED TO TAKE ALL THE NECESSARY MEASUREMENTS AND INSTALL ADEQUATE SUPPORTS IN SUFFICIENT QUANTITY TO ENSURE THE SECURITY OF THE STRUCTURES TO BE RETAINED AND THE SAFETY OF THE WORKERS. THIS WORK MUST COMPLY WITH EXISTING CODES AND LEGISLATION.
4. BEFORE THE WORK STARTS, ENSURE THAT THE MECHANICAL AND ELECTRICAL SERVICES HAVE BEEN DECOMMISSIONED IN THE PARTS OF THE BUILDING TO BE DEMOLISHED. UNLESS OTHERWISE INDICATED, ALL OTHER SERVICES MUST BE MAINTAINED WHILE THE WORK IS PROCEEDING.
5. TAKE PRECAUTIONS TO ENSURE NO DAMAGE OCCURS TO THE RETAINED PARTS OF THE BUILDING. PLACE ALL THE REQUIRED PROTECTIVE STRUCTURES BEFORE THE WORK STARTS. DAMAGE CAUSED BY THE CONTRACTOR OUTSIDE THE PRESCRIBED DEMOLITION AREA MUST BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

FOUNDATIONS

1. PRIOR TO COMMENCING EXCAVATION WORK, THE CONTRACTOR MUST CHECK TO SEE WHETHER THERE ARE ANY UTILITIES IN THE VICINITY. THE CONTRACTOR IS RESPONSIBLE FOR REROUTING OR RELOCATING, WITH THE AUTHORIZATION OF THE AUTHORITIES CONCERNED, THE PIPES OR WIRING THAT INTERFERE WITH THE PERFORMANCE OF THE WORK.
2. PERFORM THE EXCAVATION WORK IN COMPLIANCE WITH THE RULES OF THE TRADE AND THE APPLICABLE SAFETY CODES.
3. ALL FOOTINGS SHALL EXTEND A MINIMUM OF 1500 MM BELOW FINAL GRADE FOR FROST PROTECTION.
4. ALL FOOTINGS SHALL BE PLACED ON UNDISTURBED SOIL OR ON STRUCTURAL FILL APPROVED BY THE GEOTECHNICAL ENGINEER. MINIMUM SOIL BEARING CAPACITY SHALL BE 150 KPA.
5. GEOTECHNICAL ENGINEER IS TO VERIFY SITE SOIL BEARING CAPACITY PRIOR TO THE INSTALLATION OF NEW FOUNDATIONS.
6. DIG TRENCHES FOR MECHANICAL, ELECTRICAL, WATERWORKS AND SEWER UTILITIES SHOWN ON THE MECHANICAL, ELECTRICAL AND CIVIL DRAWINGS.
7. ALL FOUNDATIONS SHALL BE BACKFILLED ON ALL SIDES SIMULTANEOUSLY IN ORDER TO PREVENT ECCENTRIC LOADING. PROVIDE TEMPORARY BRACINGS TO WALL AS REQUIRED TO RECEIVE THRUST UNTIL BACKFILLED AND FLOOR SLABS ARE INSTALLED.
8. CHECK MECHANICAL AND ELECTRICAL DRAWINGS FOR LOCATION AND REQUIREMENTS FOR ALL PIPE SLEEVES, CONCRETE BASES, DRAINS, PITS, AND TRENCHES REQUIRED.

CONCRETE

CONCRETE FORMWORK

1. CONCRETE FORMWORK COMPLIANT WITH STANDARD CSA A23.1 AND CSA S269.3.

CONCRETE REINFORCEMENT

2. REINFORCING STEEL: BILLET STEEL, GRADE 400 MPA, DEFORMED BARS CONFORM TO CAN/CSA-G30.18.
3. WELDED STEEL MESH – IN FLAT SHEETS ONLY CONFORM TO CAN/CSA-G30.5.
4. THE REINFORCING STEEL DETAILS SHALL BE IN ACCORDANCE WITH THE REINFORCING STEEL INSTITUTE OF CANADA MANUAL AND CSA STANDARD A23.1.
5. CONCRETE COVER TO THE REINFORCING STEEL:
 - A. CONCRETE PLACED DIRECTLY ON THE GROUND: 3" (76 MM)
 - B. CONCRETE IN CONTACT WITH THE GROUND AFTER THE FORMS HAVE BEEN REMOVED AND EXPOSURE TO INCLEMENT WEATHER: 2" (50 MM)
 - C. CONCRETE EXPOSED TO CHEMICAL PRODUCT FOR THE REMOVAL OF THE ICE (CHLORIDE): 2" (50 MM)
 - D. CONCRETE THAT IS NEITHER EXPOSED TO INCLEMENT WEATHER NOR IN CONTACT WITH THE GROUND, SLABS AND WALLS (1.0 M TO 3.0 M): ¾" (20 MM)
 - E. SLABS ON GRADE: 1" (25 MM) FROM THE TOP OF THE SLABS.

CAST-IN-PLACE CONCRETE

1. CONCRETE WORKS TO BE IN ACCORDANCE WITH CAN/CSA-A23.1-04 AND CAN/CSA-A23.3, LATEST REVISIONS.
2. CONCRETE CHARACTERISTICS:
 - A. MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS: 30 MPA, EXCEPT SLAB ON GRADE: 25 MPA.
 - B. TYPE 10 PORTLAND CEMENT.
 - C. AGGREGATES: ¾" (20 MM) MAXIMUM.
 - D. SLUMP: 3" (76 MM) ± ¾" (20 MM).
 - E. AIR CONTENT: 5 TO 8% FOR ALL CONCRETE EXPOSED TO INCLEMENT WEATHER AND/OR TO CHEMICAL PRODUCT FOR THE REMOVAL OF THE ICE (CHLORIDE).
3. SUBMIT ALL CONCRETE MIX TO THE LABORATORY FOR APPROVAL.
4. CONCRETE FLOOR SLAB TO BE FINISHED IN ACCORDANCE WITH CSA A23.1. FLOOR HARDENER TO BE APPLIED TO FINISHED FLOOR SLAB.
5. ALL CONCRETE TESTING SHALL CONFORM TO CSA A23.2.
6. CONCRETE TESTING IS TO BE PERFORMED BY A PRIVATE LABORATORY RETAINED BY THE OWNER AND IS TO BE COMPLIANT WITH THE STANDARDIZED CSA CURING PROCEDURE. THE LABORATORY MUST COLLECT A SET OF THREE (3) CYLINDERS PER 75 M³ OF CONCRETE INSTALLED (TO BE COORDINATED WITH THE ENGINEER).
7. NO WATER IS TO BE ADDED TO THE CONCRETE EITHER ON SITE OR IN THE CONCRETE MIXER. CONCRETE WHICH HAS SETTLED FOR MORE THAN 2 HOURS IN THE CONCRETE MIXER MUST BE REJECTED.
8. FORMWORK IS NOT TO BE REMOVED UNTIL THE CONCRETE HAS OBTAINED SUFFICIENT STRENGTH TO SUSTAIN ALL LOADING.
9. ALL OPENINGS, RECESSES, AND ELEVATION REQUIREMENTS FOR FOUNDATION WALLS AND SLABS ON GRADE TO BE CO-ORDINATED WITH ARCHITECTURAL AND MECHANICAL DRAWINGS.
10. LOCATION AND SIZE OF DOOR AND OTHER OPENINGS AND RECESSES IN ALL FOUNDATION WALLS TO BE CONFIRMED WITH ARCHITECTURAL DRAWINGS.

WOOD

REFERENCE STANDARDS

3. ALL WOOD STRUCTURAL MEMBER ASSEMBLIES AND FASTENERS SHALL CONFORM TO THE REQUIREMENTS OF CSA STANDARD 086-01, LATEST EDITION.
4. THE WOOD USED MUST BE COMPLIANT WITH THE PUBLICATION OF THE NLGA 'STANDARD GRADING RULES FOR CANADIAN LUMBER', AND BEAR THE STAMPS OF THAT ORGANIZATION.

MATERIALS

1. WOOD: SPF NO. 1 GRADE IN ACCORDANCE WITH NLGA RULES. THE WATER CONTENT OF THE WOOD COMPONENTS SHALL BE LESS THAN 19% WHEN THEY ARE CONNECTED (WITH THE STAMP 'S-DRY').
2. PLYWOOD: DOUGLAS FIR PLYWOOD, SHEATHING GRADE, FIVE PLY WITH TONGUE AND GROOVE, COMPLIANT WITH CSA STANDARD 0121.
3. STRAND BOARD: ORIENTED STRAND BOARD (GRADE 0-1), COMPLIANT WITH CSA STANDARD 0437.
4. NAILS: COMPLIANT WITH CSA STANDARD B111.
5. CONNECTION HARDWARE: COMPLIANT WITH CAN/CSA STANDARD G40.20/G40.21, GRADE 300 W.
6. STRUCTURAL COMPONENT LUMBER (SCL) SHALL BE EITHER LAMINATED VENEER LUMBER (LVL) OR PARALLEL STRAND LUMBER (PSL) OR APPROVED EQUIVALENT. MINIMUM DESIGN PROPERTIES SHALL BE:
 - A. FB: 5450 PSI
 - B. FV: 540 PSI
 - C. E: 2,000,000 PSI

ASSEMBLY

1. COORDINATE THE STRUCTURAL DRAWINGS WITH THE ARCHITECTURAL DRAWINGS CONCERNING THE ALIGNMENTS, GEOMETRY AND ELEVATIONS OF THE VARIOUS COMPONENTS.
2. ROOF AND WALL SHEATHING SHALL BE NAILED AT 150 MM C/C AT EDGES OR END SUPPORTS AND AT 300 MM C/C AT INTERMEDIATE SUPPORTS. PROVIDE CONTINUOUS BLOCKING ALONG SHEATHING EDGES AT ALL ROOF AND WALL OPENINGS.
3. ALL SHEATHING TO BE INSTALLED WITH JOISTS STAGGERED AND ENDS BUTTED OVER FRAMING.
4. ALL SHEATHING TO BE NAILED TO BOTTOM 38x140 PLATE AND DOUBLE 38x140 TOP PLATE.
5. ALL TIMBER TO TIMBER CONNECTIONS SHALL BE MADE WITH GALVANIZED STEEL CONNECTORS AS MANUFACTURED BY SIMPSON OR APPROVED EQUAL. ALL CONNECTORS FOR TRUSSES SHALL BE DESIGNED AND SUPPLIED BY TRUSS MANUFACTURER. TRUSS MANUFACTURER SHALL SHOW THE DETAILS FOR CONNECTORS ON TRUSS DRAWING.
6. ALL PARTITIONS OR NON-BEARING WALLS SHALL BE Laterally SUPPORTED AT TOP TO STRUCTURAL MEMBERS WITH CLIPS AT 915 MM C/C AS MANUFACTURED BY SIMPSON. LEAVE MINIMUM 12 MM GAP BETWEEN WALL AND STRUCTURAL MEMBERS AT TOP OF WALL.
7. ALL WOOD BUILT-UP LINTELS SHALL BE NAILED TOGETHER WITH TWO ROWS OF NAILS STAGGERED.
9. PROVIDE (2) 38x140 TOP PLATES TO SUPPORT TRUSSES.
10. GENERAL CONTRACTOR IS TO PROVIDE TEMPORARY SUPPORT AND BRACING AS REQUIRED WHILE CONSTRUCTION IS IN PROGRESS.
11. CONTRACTOR IS RESPONSIBLE TO CHECK AND VERIFY ALL DIMENSIONS AND ELEVATIONS ON SITE AND CO-ORDINATE WITH ARCHITECTURAL DRAWINGS. IF ANY DISCREPANCY, CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE OWNER BEFORE PROCEEDING WITH THE WORK.
12. IF THERE IS ANY DISCREPANCY BETWEEN THE ARCHITECTURAL AND STRUCTURAL DRAWINGS AND SPECIFICATIONS, THE MOST STRINGENT CONDITIONS SHALL GOVERN.
13. BUILT-UP BEAMS SHALL BE BOLTED TO COLUMN WITH STEEL PLATES.
14. PROVIDE BLOCKING AT ALL SHEATHING JOINTS.

WOOD JOISTS & TRUSSES

4. CALCULATION CRITERIA (LOADS): DESIGN THE PREFAB TRUSSES, JOISTS, BRIDGING AND BRACING SO THAT THEY CAN BEAR ALL THE LOADS INDICATED ON THE DRAWINGS. THE DEFLECTION IN THE CENTER OF THE SPANS MUST NOT EXCEED THE FOLLOWING VALUES (EXCEPT IF OTHERWISE SPECIFIED):
 - A. 1/360TH OF THE ROOF SPANS UNDER THE SNOW LOADS
 - B. 1/180TH OF THE FLOOR SPANS UNDER THE TOTAL LOAD
 - C. 1/360TH OF THE FLOOR SPANS UNDER THE LIVE LOAD
2. COORDINATION OF OPENINGS: REVIEW THE DRAWINGS AND ARCHITECTURAL, LAYOUT, MECHANICAL AND STRUCTURAL FOR THE WORK THAT COULD INTERFERE OR AFFECT THE WOOD TRUSSES AND JOISTS.
3. TRUSSES TO BE DESIGNED AS PER 'TRUSS DESIGN PROCEDURES AND SPECIFICATION FOR LIGHT METAL PLATE CONNECTED WOOD TRUSSES 2007'.
4. PROVIDE 38x89 AT 2438 MM C/C BRIDGING AT BOTTOM CHORD OF TRUSSES AND JOISTS IF CEILING IS NOT DIRECTLY ATTACHED TO BOTTOM CHORD OF TRUSSES OR JOISTS.
5. TRUSS FABRICATOR SHALL SUBMIT SHOP DRAWINGS SHOWING ALL STRUCTURAL INFORMATION INCLUDING LAYOUT, MEMBER LOADS AND SIZES, CONNECTION DETAILS, BRACING, FRAMING AROUND OPENINGS, ETC. ALL SHOP DRAWINGS SHALL BEAR THE STAMP OF A PROFESSIONAL ENGINEER REGISTERED IN NEW BRUNSWICK FOR THE CURRENT CALENDAR YEAR. SHOP DRAWINGS WILL NOT BE REVIEWED WITHOUT COMPLETE ROOF PLAN. ALL DRIFT LOADS (WHERE APPLICABLE) SHALL BE SHOWN ON ROOF PLAN.
6. ALL ROOF TRUSSES AND JOISTS SHALL BE DESIGNED FOR SNOW AND WIND LOAD CONDITIONS AS PER NBC OF CANADA. SNOW LOAD SHALL BE INCREASED AS PER NBC OF CANADA FOR SNOW DRIFTS AGAINST HIGHER OBSTRUCTIONS ETC.
7. ALL TRUSSES AND JOISTS SHALL BE DESIGNED FOR WET LUMBER CONDITION AT FABRICATION IF LUMBER IS NOT STAMPED S-DRY.
8. ROOF LOADING:
 - TRUSSES TO BE DESIGNED USING IMPORTANCE FACTOR I = 1.25 AS PER NBCC
 - LIVE LOAD (SNOW) = 3.88 KPA
 - DEAD LOAD = 1.0 KPA

WIND UPLIFT (GROSS) = 1.5 KPA

MAX. DEFLECTION FOR ROOF TRUSSES = L / 360 UNDER LIVE LOAD



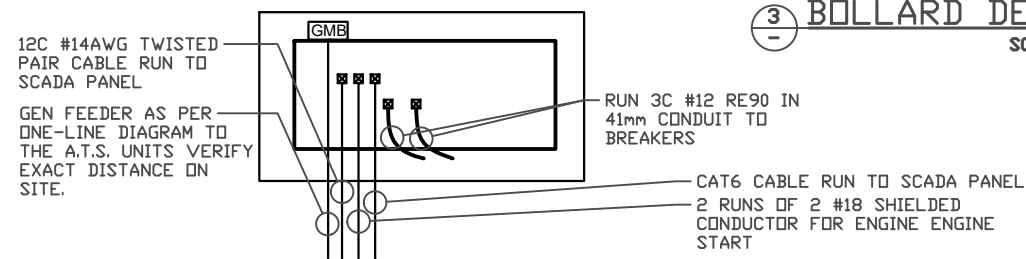
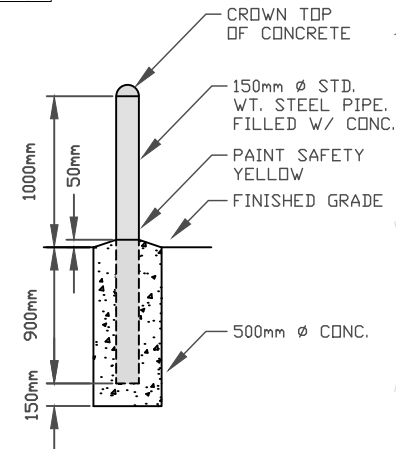
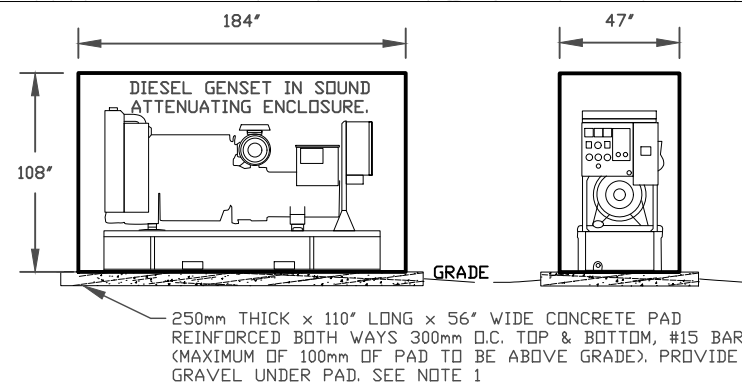
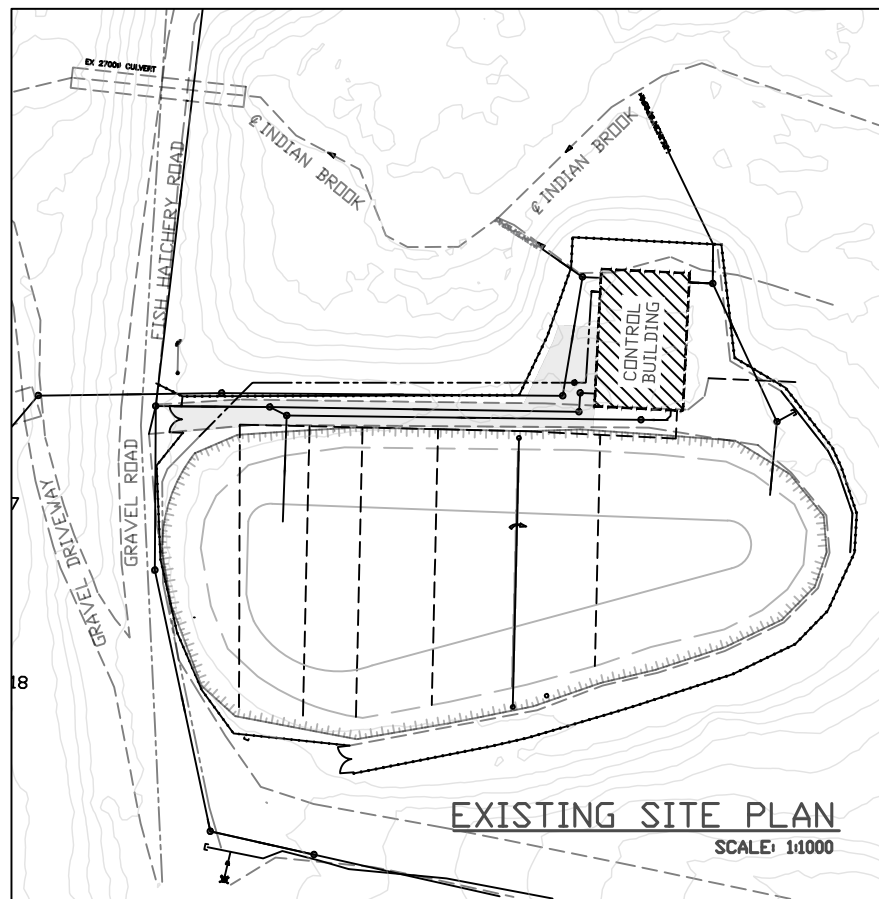
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BILIK FIRST NATIONS
WTF & WWTF UPGRADES
WTF BUILDING NOTES

SCALE AS NOTED
DWG. NO. C-05
CONT. NO. - - - -
SHEET NO. 5 OF 6



NOTE: ELECTRICAL WIRING IS SHOWN FOR REFERENCE ONLY. ELECTRICAL TO BE
INSTALLED BY OWNER. COORDINATE WITH OWNER FOR EXACT CONDUIT SIZE AND
LOCATION.

NOTES:

1. VERIFY THE EXACT SIZE AND LOCATION OF THE GENERATOR PAD WITH THE OWNER. REMOVE EXISTING MATERIAL TO SOLID SUBGRADE MATERIAL (MINIMUM OF 850mm BELOW FINISHED GRADE). PROOF ROLL THE SUBGRADE AND REPLACE ANY UNSUITABLE MATERIAL. REINSTATE WITH APPROVED STRUCTURAL FILL (AS NEEDED), 300mm OF TYPE 2 GRAVEL (COMPACTED) AND 300mm OF TYPE 1 GRAVEL (COMPACTED)."

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DATE 09/11/2026	BILIK FIRST NATIONS WTF AND WWTF UPGRADES (WWTF CIVIL WORKS)	SCALE 1:350
DESIGN GR		DWG. NO. C-06
DRAWN IM		CONT. NO. - - -
CHECKED XX		SHEET NO. 6 OF 6