THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 10-020

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND J.J. MCGUIRE GENERAL CONTRACTORS INC. FOR RENOVATIONS TO MARKET HALL THEATRE (T-52-09)

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

That the Mayor and Clerk be hereby authorized to execute an agreement between the Corporation of the City of Peterborough and J.J. McGuire General Contractors Inc., 1029 Brock Road South, Pickering, Ontario, L1W 3T7, in the form attached hereby as Schedule “A”, and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 8th day of February, 2010

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Kevin Arjoon, Deputy Clerk
stipulated price contract

2008

[ Renovations to the Market Hall Performing Arts Centre
Peterborough, Ontario ]
TABLE OF CONTENTS

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

DEFINITIONS
1. Change Directive
2. Change Order
3. Construction Equipment
4. Consultant
5. Contract
6. Contract Documents
7. Contract Price
8. Contract Time
9. Contractor
10. Drawings
11. Notice in Writing
12. Owner
13. Place of the Work
14. Product
15. Project
16. Provide
17. Shop Drawings
18. Specifications
19. Subcontractor
20. Substantial Performance of the Work
21. Supplemental Instruction
22. Supplier
23. Temporary Work
24. Value Added Taxes
25. Work
26. Working Day

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS
GC 1.1 Contract Documents
GC 1.2 Law of the Contract
GC 1.3 Rights and Remedies
GC 1.4 Assignment

PART 2 ADMINISTRATION OF THE CONTRACT
GC 2.1 Authority of the Consultant
GC 2.2 Role of the Consultant
GC 2.3 Review and Inspection of the Work
GC 2.4 Defective Work

PART 3 EXECUTION OF THE WORK
GC 3.1 Control of the Work
GC 3.2 Construction by Owner or Other Contractors
GC 3.3 Temporary Work
GC 3.4 Document Review
GC 3.5 Construction Schedule
GC 3.6 Supervision
GC 3.7 Subcontractors and Suppliers
GC 3.8 Labour and Products
GC 3.9 Documents at the Site
GC 3.10 Shop Drawings
GC 3.11 Use of the Work
GC 3.12 Cutting and Remedial Work
GC 3.13 Cleanup

PART 4 ALLOWANCES
GC 4.1 Cash Allowances
GC 4.2 Contingency Allowance

PART 5 PAYMENT
GC 5.1 Financing Information Required of the Owner
GC 5.2 Applications for Progress Payment
GC 5.3 Progress Payment
GC 5.4 Substantial Performance of the Work
GC 5.5 Payment of Holdback upon Substantial Performance of the Work
GC 5.6 Progressive Release of Holdback
GC 5.7 Final Payment
GC 5.8 Withholding of Payment
GC 5.9 Non-conforming Work

PART 6 CHANGES IN THE WORK
GC 6.1 Owner’s Right to Make Changes
GC 6.2 Change Order
GC 6.3 Change Directive
GC 6.4 Concealed or Unknown Conditions
GC 6.5 Delays
GC 6.6 Claims for a Change in Contract Price

PART 7 DEFAULT NOTICE
GC 7.1 Owner’s Right to Perform the Work, Terminate the Contractor’s Right to Continue with the Work or Terminate the Contract
GC 7.2 Contractor’s Right to Suspend the Work or Terminate the Contract

PART 8 DISPUTE RESOLUTION
GC 8.1 Authority of the Consultant
GC 8.2 Negotiation, Mediation and Arbitration
GC 8.3 Retention of Rights

PART 9 PROTECTION OF PERSONS AND PROPERTY
GC 9.1 Protection of Work and Property
GC 9.2 Toxic and Hazardous Substances
GC 9.3 Artifacts and Fossils
GC 9.4 Construction Safety
GC 9.5 Mold

PART 10 GOVERNING REGULATIONS
GC 10.1 Taxes and Duties
GC 10.2 Laws, Notices, Permits, and Fees
GC 10.3 Patent Fees
GC 10.4 Workers’ Compensation

PART 11 INSURANCE AND CONTRACT SECURITY
GC 11.1 Insurance
GC 11.2 Contract Security

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY
GC 12.1 Indemnification
GC 12.2 Waiver of Claims
GC 12.3 Warranty

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Public Sector Owners
Private Sector Owners
Canadian Bar Association (Ex-Officio)
* The Association of Canadian Engineering Companies
* The Canadian Construction Association
* Construction Specifications Canada
* The Royal Architectural Institute of Canada

*Committee policy and procedures are directed and approved by the four constituent national organizations.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR
For use when a stipulated price is the basis of payment.

This Agreement made on the ___________ day of __________ in the year 2010.

by and between the parties

The Corporation of the City of Peterborough

hereinafter called the "Owner"

and

J.J. McGuire General Contractors Inc.

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
    Renovations to the Market Hall Performing Arts Centre

    insert above the name of the Work

located at
336 George Street North, Peterborough, Ontario

    insert above the Place of the Work

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

Trevelyan Architect Inc.

    insert above 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 22____ day of February in the year 2010 and, subject to adjustment in Contract Time as provided for in the Contract Documents, attain Substantial Performance of the Work, by the 28____ day of February in the year 2011.

ARTICLE A-2  AGREEMENTS AND AMENDMENTS

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

2.2 The Contract may be amended only as provided in the Contract Documents.
ARTICLE A-3  CONTRACT DOCUMENTS

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

- Agreement between Owner and Contractor
- Definitions
- The General Conditions of the Stipulated Price Contract
- Tender T-52-09, the specifications, drawings attached thereto and addenda 1-5 inclusive
- Agreement between the Owner and the Contractor
- Definitions
- The General Conditions of the Stipulated Price Contract
- Schedule A: List of Drawings
- Schedule B: Supplementary Conditions of the Stipulated Price Contract
- Architectural & Structural Specifications (December 2009)
- Mechanical Specifications (December 2009)
- Electrical Specifications (December 2009)
ARTICLE A-4  CONTRACT PRICE

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

Five million, three hundred and forty-eight thousand dollars and zero cents

$/100 dollars $5,348,000.00

4.2 Value Added Taxes (of 5.00 %) payable by the Owner to the Contractor are:

Two hundred and sixty-seven thousand, four hundred dollars and zero cents

$/100 dollars $267,400.00

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

Five million, six hundred and fifteen thousand, four hundred dollars and zero cents

$/100 dollars $5,615,400.00

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 in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of Ten percent (10.00 %), the Owner shall:

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

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

5.3 Interest

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

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

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

2. Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the Contract, had it not been in dispute, until the date it is paid.
ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

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

Owner

Corporation of the City of Peterborough

name of Owner*

500 George Street North, Peterborough, Ontario, K9H 3R9

address

705.748.8839

mgallop@peterborough.ca

Contractor

J.J. McGuire General Contractors Inc.

name of Contractor*

1029 Brock Road South, Pickering, Ontario, L1W 3T7

address

905.683.4475

jeff.robinson@jjmcguire.com

Consultant

Trevelyan Architect Inc.

name of Consultant*

Suite 201, 148 Hunter Street West, Peterborough, Ontario, K9H 2K8

address

705.745.3318

mail@trevelyan.ca

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

7.1 When the Contract Documents are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / French language shall prevail.

# Complete this statement by striking out inapplicable term.

7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.
ARTICLE A-8 SUCCESSION

8.1 The Contract shall ensure 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

signature

name of person signing

signature

name of person signing

WITNESS

signature

name of person signing

OWNER

Corporation of the city of Peterborough

name of owner

signature

name and title of person signing

signature

name and title of person signing

CONTRACTOR

J.J. McGuire General Contractors Inc.

name of Contractor

signature

Jeff Robinson, President

Name and title of person signing

signature

name and title of person signing

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

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DEFINITIONS

The following Definitions shall apply to all Contract Documents.

1. 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.

2. 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.

3. 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.

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

5. 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.

6. 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.

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

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

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

10. 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.

11. 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.

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

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

14. Product
Product or Products means material, machinery, equipment, and fixtures forming the Work, but does not include Construction Equipment.
Project
The Project means the total construction contemplated of which the Work may be the whole or a part.

Provide
Provide means to supply and install.

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

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

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

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

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

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

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

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

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

Working Day
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the Place of the Work.
GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the Contract Documents is to include the labour, Products and services necessary for the performance of the Work by the Contractor in accordance with these documents. It is not intended, however, that the Contractor shall supply products or perform work not consistent with, not covered by, or not properly inferable from the Contract Documents.

1.1.2 Nothing contained in the Contract Documents shall create any contractual relationship between:
   .1 the Owner and a Subcontractor, a Supplier, or their agent, employee, or other person performing any portion of the Work.
   .2 the Consultant and the Contractor, a Subcontractor, a Supplier, or their agent, employee, or other person performing any portion of the Work.

1.1.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.

1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.1.5 References in the Contract Documents to the singular shall be considered to include the plural as the context requires.

1.1.6 Neither the organization of the Specifications nor the arrangement of Drawings shall control the Contractor in dividing the work among Subcontractors and Suppliers.

1.1.7 If there is a conflict within the Contract Documents:
   .1 the order of priority of documents, from highest to lowest, shall be
     - the Agreement between the Owner and the Contractor,
     - the Definitions,
     - Supplementary Conditions,
     - the General Conditions,
     - Division I of the Specifications,
     - technical Specifications,
     - material and finishing schedules,
     - the Drawings.
   .2 Drawings of larger scale shall govern over those of smaller scale of the same date.
   .3 dimensions shown on Drawings shall govern over dimensions scaled from Drawings.
   .4 later dated documents shall govern over earlier documents of the same type.

1.1.8 The Owner shall provide the Contractor, without charge, sufficient copies of the Contract Documents to perform the Work.

1.1.9 Specifications, Drawings, models, and copies thereof furnished by the Consultant are and shall remain the Consultant's property, with the exception of the signed Contract sets, which shall belong to each party to the Contract. All Specifications, Drawings and models furnished by the Consultant are to be used only with respect to the Work and are not to be used on other work. These Specifications, Drawings and models are not to be copied or altered in any manner without the written authorization of the Consultant.

1.1.10 Models furnished by the Contractor at the Owner's expense are the property of the Owner.

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

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

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

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GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

2.1.1 The Consultant will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written agreement as provided in paragraph 2.1.2.

2.1.2 The duties, responsibilities and limitations of authority of the Consultant as set forth in the Contract Documents shall be modified or extended only with the written consent of the Owner, the Contractor and the Consultant.

2.1.3 If the Consultant’s employment is terminated, the Owner shall immediately appoint or reappoint a Consultant against whom the Contractor makes no reasonable objection and whose status under the Contract Documents shall be that of the former Consultant.

GC 2.2 ROLE OF THE CONSULTANT

2.2.1 The Consultant will provide administration of the Contract as described in the Contract Documents.

2.2.2 The Consultant will visit the Place of the Work at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the Work is proceeding in general conformity with the Contract Documents.

2.2.3 If the Owner and the Consultant agree, the Consultant will provide at the Place of the Work, one or more project representatives to assist in carrying out the Consultant’s responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the Contractor.

2.2.4 The Consultant will promptly inform the Owner of the date of receipt of the Contractor’s applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.

2.2.5 Based on the Consultant’s observations and 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 – PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.

2.2.6 The Consultant will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the Work in accordance with the applicable construction safety legislation, other regulations or general construction practice. The Consultant will not be responsible for the Contractor’s failure to carry out the Work in accordance with the Contract Documents. The Consultant will not have control over, charge of or be responsible for the acts or omissions of the Contractor, Subcontractors, Suppliers, their agents, employees, or any other persons performing portions of the Work.

2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the Consultant will be, in the first instance, the interpreter of the requirements of the Contract Documents.

2.2.8 Matters in question relating to the performance of the Work or the interpretation of the Contract Documents shall be initially referred in writing to the Consultant by the party raising the question for interpretations and findings and copied to the other party.

2.2.9 Interpretations and findings of the Consultant shall be consistent with the intent of the Contract Documents. In making such interpretations and findings the Consultant will not show partiality to either the Owner or the Contractor.

2.2.10 The Consultant’s interpretations and findings will be given in writing to the parties within a reasonable time.

2.2.11 With respect to claims for a change in Contract Price, the Consultant will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

2.2.12 The Consultant will have authority to reject work which in the Consultant’s opinion does not conform to the requirements of the Contract Documents. Whenever the Consultant considers it necessary or advisable, the Consultant will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the Consultant to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Consultant to the Contractor, Subcontractors, Suppliers, or their agents, employees, or other persons performing any of the Work.

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2.2.13 During the progress of the Work the Consultant will furnish Supplemental Instructions to the Contractor with reasonable promptness or in accordance with a schedule for such instructions agreed to by the Consultant and the Contractor.

2.2.14 The Consultant will review and take appropriate action upon Shop Drawings, samples and other Contractor's submittals, in accordance with the Contract Documents.

2.2.15 The Consultant will prepare Change Orders and Change Directives as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

2.2.16 The Consultant will conduct reviews of the Work to determine the date of Substantial Performance of the Work as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.

2.2.17 All certificates issued by the Consultant will be to the best of the Consultant's knowledge, information and belief. By issuing any certificate, the Consultant does not guarantee the Work is correct or complete.

2.2.18 The Consultant will receive and review written warranties and related documents required by the Contract and provided by the Contractor and will forward such warranties and documents to the Owner for the Owner's acceptance.

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

2.3.1 The Owner and the Consultant shall have access to the Work at all times. The Contractor shall provide sufficient, safe and proper facilities at all times for the review of the Work by the Consultant and the inspection of the Work by authorized agencies. If parts of the Work are in preparation at locations other than the Place of the Work, the Owner and the Consultant shall be given access to such work whenever it is in progress.

2.3.2 If work is designated for tests, inspections or approvals in the Contract Documents, or by the Consultant's instructions, or by the laws or ordinances of the Place of the Work, the Contractor shall give the Consultant reasonable notification of when the work will be ready for 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 designated by the laws or ordinances applicable to the Place of the Work.

2.3.7 The Contractor shall pay the cost of samples required for any test or inspection to be performed by the Consultant or the Owner if such test or inspection is designated in the Contract Documents.

**GC 2.4 DEFECTIVE WORK**

2.4.1 The Contractor shall promptly correct defective work that has been rejected by the Consultant as failing to conform to the Contract Documents whether or not the defective work has been incorporated in the Work and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor.

2.4.2 The Contractor shall make good promptly other contractors' work destroyed or damaged by such 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 determination.
PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

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

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

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

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

3.2.2 When separate contracts are awarded for other parts of the Project, or when work is performed by the Owner's own forces, the Owner shall:
   .1 provide for the co-ordination of the activities and work of other contractors and Owner's own forces with the Work of the Contract;
   .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the Place of the Work;
   .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the Contract;
   .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and coordinate such insurance with the insurance coverage of the Contractor as it affects the Work; and
   .5 take all reasonable precautions to avoid labour disputes or other disputes on the Project arising from the work of other contractors or the Owner's own forces.

3.2.3 When separate contracts are awarded for other parts of the Project, or when work is performed by the Owner's own forces, the Contractor shall:
   .1 afford the Owner and other contractors reasonable opportunity to store their products and execute their work;
   .2 cooperate with other contractors and the Owner in reviewing their construction schedules; and
   .3 promptly report to the Consultant in writing any apparent deficiencies in the work of other contractors or of the Owner's own forces, where such work affects the proper execution of any portion of the Work, prior to proceeding with that portion of the Work.

3.2.4 Where the Contract Documents identify work to be performed by other contractors or the Owner's own forces, the Contractor shall co-ordinate and schedule the Work with the work of other contractors and the Owner's own forces as specified in the Contract Documents.

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

3.2.6 Disputes and other matters in question between the Contractor and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The Contractor shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the Owner contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

3.3.1 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance, and removal of Temporary Work.

3.3.2 The Contractor shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the Contract Documents and in all cases where such Temporary Work is of such a nature that professional engineering skill is required to produce safe and satisfactory results.
3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, 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 DOCUMENT REVIEW

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

GC 3.5 CONSTRUCTION SCHEDULE

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

GC 3.6 SUPERVISION

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

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

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.1 The Contractor shall preserve and protect the rights of the parties under the Contract with respect to work to be performed under subcontract, and shall:
.1 enter into contracts or written agreements with Subcontractors and Suppliers to require them to perform their work as provided in the Contract Documents;
.2 incorporate the terms and conditions of the Contract Documents into all contracts or written agreements with Subcontractors and Suppliers; and
.3 be as fully responsible to the Owner for acts and omissions of Subcontractors, Suppliers and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

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

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

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

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

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

GC 3.8 LABOUR AND PRODUCTS

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

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

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

GC 3.9 DOCUMENTS AT THE SITE

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

GC 3.10 SHOP DRAWINGS

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

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

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

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

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

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

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

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

1. the Contractor has determined and verified all applicable field measurements, field construction conditions, Product requirements, catalogue numbers and similar data, or will do so, and

2. the Contractor has checked and co-ordinated each Shop Drawing with the requirements of the Work and of the Contract Documents.

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

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

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

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

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GC 3.11 USE OF THE WORK

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

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

GC 3.12 CUTTING AND REMEDIAL WORK

3.12.1 The Contractor shall perform the cutting and remedial work required to make the affected parts of the Work come together properly.

3.12.2 The Contractor shall co-ordinate the Work to ensure that the cutting and remedial work is kept to a minimum.

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

3.12.4 Cutting and remedial work shall be performed by specialists familiar with the Products affected and shall be performed in a manner to neither damage nor endanger the Work.

GC 3.13 CLEANUP

3.13.1 The Contractor shall maintain the Work in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner, other contractors or their employees.

3.13.2 Before applying for Substantial Performance of the Work as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the Contractor shall remove waste products and debris, other than that resulting from the work of the Owner, other contractors or their employees, and shall leave the Place of the Work clean and suitable for use or occupancy by the Owner. The Contractor shall remove products, tools, Construction Equipment, and Temporary Work not required for the performance of the remaining work.

3.13.3 Prior to application for the final payment, the Contractor shall remove any remaining products, tools, Construction Equipment, Temporary Work, and waste products and debris, other than those resulting from the work of the Owner, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

4.1.1 The Contract Price includes the cash allowances, if any, stated in the Contract Documents. The scope of work or costs included in such cash allowances shall be as described in the Contract Documents.

4.1.2 The Contract Price, and not the cash allowances, includes the Contractor’s overhead and profit in connection with such cash allowances.

4.1.3 Expenditures under cash allowances shall be authorized by the Owner through the Consultant.

4.1.4 Where the actual cost of the Work under any cash allowance exceeds the amount of the allowance, the Contractor shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the Contract Documents. Where the actual cost of the Work under any cash allowance is less than the amount of the allowance, the Owner shall be credited for the unexpended portion of the cash allowance, but not for the Contractor’s overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.

4.1.5 The Contract Price shall be adjusted by Change Order to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.

4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.

4.1.7 The Contractor and the Consultant shall jointly prepare a schedule that shows when the Consultant and Owner must authorize ordering of items called for under cash allowances to avoid delaying the progress of the Work.
GC 4.2 CONTINGENCY ALLOWANCE

4.2.1 The Contract Price includes the contingency allowance, if any, stated in the Contract Documents.

4.2.2 The contingency allowance includes the Contractor's overhead and profit in connection with such contingency allowance.

4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

4.2.4 The Contract Price shall be adjusted by Change Order to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

5.1.1 The Owner shall, at the request of the Contractor, before signing the Contract, and promptly from time to time thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract.

5.1.2 The Owner shall give the Contractor Notice in Writing of any material change in the Owner's financial arrangements to fulfill the Owner's obligations under the Contract during the performance of the Contract.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the Work progresses.

5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.

5.2.3 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 and supported by such evidence as the Consultant may reasonably direct and when accepted by the Consultant, shall be used as the basis for applications for payment, unless it is found to be in error.

5.2.6 The Contractor shall include a statement based on the schedule of values with each application for payment.

5.2.7 Applications for payment for Products delivered to the Place of the Work but not yet incorporated into the Work shall be supported by such evidence as the Consultant may reasonably require to establish the value and delivery of the Products.

GC 5.3 PROGRESS PAYMENT

5.3.1 After receipt by the Consultant of an application for payment submitted by the Contractor in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:

1. the Consultant will promptly inform the Owner of the date of receipt of the Contractor's application for payment,

2. the Consultant will issue to the Owner and copy to the Contractor, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the Consultant determines to be properly due. If the Consultant amends the application, the Consultant will promptly advise the Contractor in writing giving reasons for the amendment,

3. the Owner shall make payment to the Contractor on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
   - receipt by the Consultant of the application for payment, or
   - the last day of the monthly payment period for which the application for payment is made.
GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

5.4.1 When the Contractor considers that the Work is substantially performed, or if permitted by the lien legislation applicable to the Place of the Work a designated portion thereof which the Owner agrees to accept separately is substantially performed, the Contractor shall, within one Working Day, deliver to the Consultant and to the Owner a comprehensive list of items to be completed or corrected, together with a written application for a review by the Consultant to establish Substantial Performance of the Work or substantial performance of the designated portion of the Work. Failure to include an item on the list does not alter the responsibility of the Contractor to complete the Contract.

5.4.2 The Consultant will review the Work to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the Contractor's list and application:

.1 advise the Contractor in writing that the Work or the designated portion of the Work is not substantially performed and give reasons why, or

.2 state the date of Substantial Performance of the Work or a designated portion of the Work in a certificate and issue a copy of that certificate to each of the Owner and the Contractor.

5.4.3 Immediately following the issuance of the certificate of Substantial Performance of the Work, the Contractor, in consultation with the Consultant, shall establish a reasonable date for finishing the Work.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

5.5.1 After the issuance of the certificate of Substantial Performance of the Work, the Contractor shall:

.1 submit an application for payment of the holdback amount,

.2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontractors, Products, Construction Equipment, and other indebtedness which may have been incurred by the Contractor in the Substantial Performance of the Work and for which the Owner might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.

5.5.2 After the receipt of an application for payment from the Contractor and the statement as provided in paragraph 5.5.1, the Consultant will issue a certificate for payment of the holdback amount.

5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the Owner shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the Place of the Work, place the holdback amount in a bank account in the joint names of the Owner and the Contractor.

5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the Place of the Work. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The Owner may retain out of the holdback amount any sums required by law to satisfy any liens against the Work or, if permitted by the lien legislation applicable to the Place of the Work, other third party monetary claims against the Contractor which are enforceable against the Owner.

5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The Owner may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the Work or other third party monetary claims against the Contractor which are enforceable against the Owner.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the Contractor, the Consultant has certified that the work of a Subcontractor or Supplier has been performed prior to Substantial Performance of the Work, the Owner shall pay the Contractor the holdback amount retained for such subcontract work, or the Products supplied by such Supplier, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the Place of the Work. The Owner may retain out of the holdback amount any sums required by law to satisfy any liens against the Work or, if permitted by the lien legislation applicable to the Place of the Work, other third party monetary claims against the Contractor which are enforceable against the Owner.
5.6.2 In the Province of Quebec, where, upon application by the Contractor, the Consultant has certified that the work of a Subcontractor or Supplier has been performed prior to Substantial Performance of the Work, the Owner shall pay the Contractor the holdback amount retained for such subcontract work, or the Products supplied by such Supplier, no later than 30 calendar days after such certification by the Consultant. The Owner may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the Work or other third party monetary claims against the Contractor which are enforceable against the Owner.

5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the Contractor shall ensure that such subcontract work or Products are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

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

5.7.2 The Consultant will, no later than 10 calendar days after the receipt of an application from the Contractor for final payment, review the Work to verify the validity of the application and advise the Contractor in writing that the application is valid or give reasons why it is not valid.

5.7.3 When the Consultant finds the Contractor's application for final payment valid, the Consultant will promptly issue a final certificate for payment.

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

GC 5.8 WITHHOLDING OF PAYMENT

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

GC 5.9 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

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

.1 changes in the Work consisting of additions, deletions or other revisions to the Work by Change Order or Change Directive, and

.2 changes to the Contract Time for the Work, or any part thereof, by Change Order.

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

GC 6.2 CHANGE ORDER

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

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

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GC 6.3 CHANGE DIRECTIVE

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

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

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

6.3.4 Upon receipt of a Change Directive, the Contractor shall proceed promptly with the change in the Work.

6.3.5 For the purpose of valuing Change Directives, changes in the Work that are not substitutions or otherwise related to each other shall not be grouped together in the same Change Directive.

6.3.6 The adjustment in the Contract Price for a change carried out by way of a Change Directive shall be determined on the basis of the cost of the Contractor's actual expenditures and savings attributable to the Change Directive, valued in accordance with paragraph 6.3.7 and as follows:

.1 If the change results in a net increase in the Contractor's cost, the Contract Price shall be increased by the amount of the net increase in the Contractor's cost, plus the Contractor's percentage fee on such net increase.

.2 If the change results in a net decrease in the Contractor's cost, the Contract Price shall be decreased by the amount of the net decrease in the Contractor's cost, without adjustment for the Contractor's percentage fee.

.3 The Contractor's fee shall be as specified in the Contract Documents or as otherwise agreed by the parties.

6.3.7 The cost of performing the work attributable to the Change Directive shall be limited to the actual cost of the following:

.1 salaries, wages and benefits paid to personnel in the direct employ of the Contractor under a salary or wage schedule agreed upon by the Owner and the Contractor, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the Contractor, for personnel (1) stationed at the Contractor's field office, in whatever capacity employed; (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road; (3) engaged in the preparation or review of Shop Drawings, fabrication drawings, and coordination drawings; or (4) engaged in the processing of changes in the Work.

.2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the Contractor and included in the cost of the Work as provided in paragraph 6.3.7.1.

.3 all travel and subsistence expenses of the Contractor's personnel described in paragraph 6.3.7.1;

.4 all Products including cost of transportation thereof;

.5 all materials, supplies, Construction Equipment, Temporary Work, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the Work; and cost less salvage value on such items used but not consumed, which remain the property of the Contractor;

.6 all tools and Construction Equipment, exclusive of hand tools used in the performance of the Work, whether rented from or provided by the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;

.7 all equipment and services required for the Contractor's field office;

.8 all deposits lost;

.9 the amounts of all subcontracts;

.10 all charges levied by authorities having jurisdiction at the Place of the Work;

.11 all royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the Contractor's obligations to indemnify the Owner as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;

.12 any adjustment in premiums for all bonds and insurance which the Contractor is required, by the Contract Documents, to purchase and maintain;

.13 any adjustment in taxes, other than Value Added Taxes, and duties for which the Contractor is liable;

.14 all charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the Work;

.15 rental and disposal of waste products and debris; and

.16 safety measures and requirements.
6.3.8 Notwithstanding any other provisions contained in the General Conditions of the Contract, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the Change Directive other than those which are the result of or occasioned by any failure on the part of the Contractor to exercise reasonable care and diligence in the Contractor’s attention to the Work. Any cost due to failure on the part of the Contractor to exercise reasonable care and diligence in the Contractor’s attention to the Work shall be borne by the Contractor.

6.3.9 The Contractor shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the Work attributable to the Change Directive and shall provide the Consultant with copies thereof when requested.

6.3.10 For the purpose of valuing Change Directives, the Owner shall be afforded reasonable access to all of the Contractor’s pertinent documents related to the cost of performing the Work attributable to the Change Directive.

6.3.11 Pending determination of the final amount of a Change Directive, the undisputed value of the Work performed as the result of a Change Directive is eligible to be included in progress payments.

6.3.12 If the Owner and 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 determination.

6.3.13 When the Owner and the Contractor reach agreement on the adjustment to the Contract Price and to the Contract Time, this agreement shall be recorded in a Change Order.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

6.4.1 If the Owner or the Contractor discover conditions at the Place of the Work which are:
   .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the Work which differ materially from those indicated in the Contract Documents; or
   .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents,
then the observing party shall give Notice in Writing to the other party of such conditions before they are disturbed and in no event later than 5 Working Days after first observance of the conditions.

6.4.2 The Consultant will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the Contractor's cost or time to perform the Work, the Consultant, with the Owner's approval, will issue appropriate instructions for a change in the Work as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.

6.4.3 If the Consultant finds that the conditions at the Place of the Work are not materially different or that no change in the Contract Price or the Contract Time is justified, the Consultant will report the reasons for this finding to the Owner and the Contractor in writing.

6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 - MOULD.

GC 6.5 DELAYS

6.5.1 If the Contractor is delayed in the performance of the Work by an action or omission of the Owner, Consultant or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents, then the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with the Contractor. The Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay.

6.5.2 If the Contractor is delayed in the performance of the Work by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the Contractor or any person employed or engaged by the Contractor directly or indirectly, then the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with the Contractor. The Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay.
6.5.3 If the Contractor is delayed in the performance of the Work by:
   .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized
     contractors' association, of which the Contractor is a member or to which the Contractor is otherwise bound),
   .2 fire, unusual delay by common carriers or unavoidable casualties,
   .3 abnormally adverse weather conditions, or
   .4 any cause beyond the Contractor's control other than one resulting from a default or breach of Contract by the
     Contractor,

then the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with
the Contractor. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless
the Contractor agrees to a shorter extension. The Contractor shall not be entitled to payment for costs incurred by such
delays unless such delays result from actions by the Owner, Consultant or anyone employed or engaged by them directly or
indirectly.

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

6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension
shall be made because of failure of the Consultant to furnish instructions until 10 Working Days after demand for such
instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

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

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
   .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of
     events, and
   .2 keep such records as may be necessary to support the claim.

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

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

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

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

PART 7 DEFAULT NOTICE

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

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

7.1.2 If the Contractor neglects to prosecute the Work properly or otherwise fails to comply with the requirements of the Contract
to a substantial degree and if the Consultant has given a written statement to the Owner and Contractor that sufficient cause
exists to justify such action, the Owner may, without prejudice to any other right or remedy the Owner may have, give the
Contractor Notice in Writing that the Contractor is in default of the Contractor's contractual obligations and instruct the
Contractor to correct the default in the 5 Working Days immediately following the receipt of such Notice in Writing.

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

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

7.1.4 If the Contractor fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the Owner may have, the Owner may:

.1 correct such default and deduct the cost thereof from any payment then or thereafter due the Contractor provided the Consultant has certified such cost to the Owner and the Contractor, or
.2 terminate the Contractor’s right to continue with the Work in whole or in part or terminate the Contract.

7.1.5 If the Owner terminates the Contractor’s right to continue with the Work as provided in paragraphs 7.1.1 and 7.1.4, the Owner shall be entitled to:

.1 take possession of the Work and Products at the Place of the Work; subject to the rights of third parties, utilize the Construction Equipment at the Place of the Work; finish the Work by whatever method the Owner may consider expedient, but without undue delay or expense, and
.2 withhold further payment to the Contractor until a final certificate for payment is issued, and
.3 change the Contractor the amount by which the full cost of finishing the Work as certified by the Consultant, including compensation to the Consultant for the Consultant’s additional services and a reasonable allowance as determined by the Consultant to cover the cost of corrections to work performed by the Contractor that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the Contract Price; however, if such cost of finishing the Work is less than the unpaid balance of the Contract Price, the Owner shall pay the Contractor the difference, and
.4 on expiry of the warranty period, charge the Contractor the amount by which the cost of corrections to the Contractor’s work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the Contractor the difference.

7.1.6 The Contractor’s obligation under the Contract as to quality, correction and warranty of the work performed by the Contractor up to the time of termination shall continue after such termination of the Contract.

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

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

7.2.2 If the Work 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, or
.2 the Consultant fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
.3 the Owner fails to pay the Contractor when due the amounts certified by the Consultant or awarded by arbitration or court, or
.4 the Owner violates the requirements of the Contract to a substantial degree and the Consultant, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the Contractor that sufficient cause exists.

7.2.4 The Contractor’s Notice in Writing to the Owner provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 Working Days following the receipt of the Notice in Writing, the Contractor may, without prejudice to any other right or remedy the Contractor may have, suspend the Work or terminate the Contract.

7.2.5 If the Contractor terminates the Contract under the conditions set out above, the Contractor shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon Products and Construction Equipment, and such other damages as the Contractor may have sustained as a result of the termination of the Contract.

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PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

8.1.1 Differences between the parties to the Contract as to the interpretation, application or administration of the Contract or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the Consultant as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.

8.1.2 If a dispute arises under the Contract in respect of a matter in which the Consultant has no authority under the Contract to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

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

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
   .1 within 20 Working Days after the Contract was awarded, or
   .2 if the parties neglected to make an appointment within the 20 Working Days, within 10 Working Days after either party by Notice in Writing requests that the Project Mediator be appointed.

8.2.2 A party shall be conclusively deemed to have accepted a finding of the Consultant under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 Working Days after receipt of that finding, the party sends a Notice in Writing of dispute to the other party and to the Consultant, which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a Notice in Writing of reply to the dispute within 10 Working Days after receipt of such Notice in Writing setting out particulars of this response and any relevant provisions of the Contract Documents.

8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

8.2.4 After a period of 10 Working Days following receipt of a responding party's Notice in Writing of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.

8.2.5 If the dispute has not been resolved within 10 Working Days after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving Notice in Writing to the Owner, the Contractor and the Consultant.

8.2.6 By giving a Notice in Writing to the other party and the Consultant, not later than 10 Working Days after the date of termination of the mediated negotiations under paragraph 8.2.5, each party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the Place of the Work.

8.2.7 On expiration of the 10 Working Days, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a Notice in Writing is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
8.2.8  If neither party, by Notice in Writing, given within 10 Working Days of the date of Notice in Writing requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
.1 held in abeyance until
   (1) Substantial Performance of the Work,
   (2) the Contract has been terminated, or
   (3) the Contractor has abandoned the Work,
   whichever is earlier; and
.2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

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

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

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

9.1.1 The Contractor shall protect the Work and the Owner's property and property adjacent to the Place of the Work from damage which may arise as the result of the Contractor's operations under the Contract, and shall be responsible for such damage, except damage which occurs as the result of:
.1 errors in the Contract Documents;
.2 acts or omissions by the Owner, the Consultant, other contractors, their agents and employees.

9.1.2 Before commencing any work, the Contractor shall determine the location of all underground utilities and structures indicated in the Contract Documents or that are reasonably apparent in an inspection of the Place of the Work.

9.1.3 Should the Contractor in the performance of the Contract damage the Work, the Owner's property or property adjacent to the Place of the Work, the Contractor shall be responsible for making good such damage at the Contractor's expense.

9.1.4 Should damage occur to the Work or Owner's property for which the Contractor is not responsible, as provided in paragraph 9.1.1, the Contractor shall make good such damage to the Work and, if the Owner so directs, to the Owner's property. The Contract Price and Contract Time shall be adjusted as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the Owner shall be deemed to have control and management of the Place of the Work with respect to existing conditions.

9.2.2 Prior to the Contractor commencing the Work, the Owner shall,
.1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the Place of the Work, and
.2 provide the Consultant and the Contractor with a written list of any such substances that are known to exist and their locations.

9.2.3 The Owner shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the Place of the Work and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the Place of the Work prior to the Contractor commencing the Work.

9.2.4 Unless the Contract expressly provides otherwise, the Owner shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the Place of the Work, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the Place of the Work prior to the Contractor commencing the Work.
9.2.5 If the Contractor
.1 encounters toxic or hazardous substances at the Place of the Work, or
.2 has reasonable grounds to believe that toxic or hazardous substances are present at the Place of the Work,
which were not brought to the Place of the Work by the Contractor or anyone for whom the Contractor is responsible and
which were not disclosed by the Owner or which were disclosed but have not been dealt with as required under paragraph
9.2.4, the Contractor shall
.3 take all reasonable steps, including stopping the Work, to ensure that no person's exposure to any toxic or hazardous
substances exceeds any applicable time weighted levels prescribed by applicable legislation at the Place of the Work,
and
.4 immediately report the circumstances to the Consultant and the Owner in writing.

9.2.6 If the Owner and Contractor do not agree on the existence, significance of, or whether the toxic or hazardous substances were
brought onto the Place of the Work by the Contractor or anyone for whom the Contractor is responsible, the Owner shall retain
and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to
the Owner and the Contractor.

9.2.7 If the Owner and Contractor agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the Work by the Contractor or anyone for whom the Contractor is responsible, the Owner shall promptly at the Owner's own expense:
.1 take all steps as required under paragraph 9.2.4;
.2 reimburse the Contractor for the costs of all steps taken pursuant to paragraph 9.2.5;
.3 extend the Contract time for such reasonable time as the Consultant may recommend in consultation with the Contractor
and the expert referred to in 9.2.6 and reimburse the Contractor for reasonable costs incurred as a result of the delay; and
.4 indemnify the Contractor as required by GC 12.1 - INDEMNIFICATION.

9.2.8 If the Owner and Contractor agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the Work by the Contractor or anyone for whom the Contractor is responsible, the Contractor shall promptly at the Contractor's own expense:
.1 take all necessary steps, in accordance with applicable legislation in force at the Place of the Work, to safely remove and
dispose the toxic or hazardous substances;
.2 make good any damage to the Work, the Owner's property or property adjacent to the place of the Work as provided in
paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY;
.3 reimburse the Owner for reasonable costs incurred under paragraph 9.2.6; and
.4 indemnify the Owner as required by GC 12.1 - INDEMNIFICATION.

9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with
Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act
immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being
understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2
- TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered
at the Place or Work shall, as between the Owner and the Contractor, be deemed to be the absolute property of the Owner.

9.3.2 The Contractor shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph
9.3.1, and shall advise the Consultant upon discovery of such items.

9.3.3 The Consultant will investigate the impact on the Work of the discoveries identified in paragraph 9.3.1. If conditions are
found that would cause an increase or decrease in the Contractor's cost or time to perform the Work, the Consultant, with the
Owner's approval, will issue appropriate instructions for a change in the Work as provided in GC 6.2 - CHANGE ORDER or
GC 6.3 CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the Contractor
shall be solely responsible for construction safety at the Place of the Work and for compliance with the rules, regulations and
practices required by the applicable construction health and safety legislation and shall be responsible for initiating,
maintaining and supervising all safety precautions and programs in connection with the performance of the Work.
GC 9.5 MOULD

9.5.1 If the Contractor or Owner observes or reasonably suspects the presence of mould at the Place of the Work, the remediation of which is not expressly part of the Work,
   .1 the observing party shall promptly report the circumstances to the other party in writing, and
   .2 the Contractor shall promptly take all reasonable steps, including stopping the Work if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
   .3 if the Owner and Contractor do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the Owner shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert’s report shall be delivered to the Owner and Contractor.

9.5.2 If the Owner and Contractor agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the Contractor’s operations under the Contract, the Contractor shall promptly, at the Contractor’s own expense:
   .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
   .2 make good any damage to the Work, the Owner’s property or property adjacent to the Place of the Work as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
   .3 reimburse the Owner for reasonable costs incurred under paragraph 9.5.1.3, and
   .4 indemnify the Owner as required by GC 12.1 - INDEMNIFICATION.

9.5.3 If the Owner and Contractor agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the Contractor’s operations under the Contract, the Owner shall promptly, at the Owner’s own expense:
   .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
   .2 reimburse the Contractor for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the Work as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
   .3 extend the Contract Time for such reasonable time as the Consultant may recommend in consultation with the Contractor and the expert referred to in paragraph 9.5.1.3 and reimburse the Contractor for reasonable costs incurred as a result of the delay, and
   .4 indemnify the Contractor as required by GC 12.1 - 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 desagreement 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 such included taxes and duties after the time of the bid closing shall increase or decrease the Contract Price accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

10.2.1 The laws of the Place of the Work shall govern the Work.

10.2.2 The Owner shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the Contract Documents specify as the responsibility of the Contractor.

10.2.3 The Contractor shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the Work and customarily obtained by contractors in the jurisdiction of the Place of the Work after the issuance of the building permit. The Contract Price includes the cost of these permits, licences, inspections, and certificates, and their procurement.

10.2.4 The Contractor shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the Work and which relate to the Work, to the preservation of the public health, and to construction safety.
10.2.5 The Contractor shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the Work. If the Contract Documents are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the Contract Documents, the Contractor shall advise the Consultant in writing requesting direction immediately upon such variance or change becoming known. The Consultant will make the changes required to the Contract Documents as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

10.2.6 If the Contractor fails to advise the Consultant in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the Contractor shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the Work, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

10.3.1 The Contractor shall pay the royalties and patent licence fees required for the performance of the Contract. The Contractor shall hold the Owner harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of a patent of invention by the Contractor or anyone for whose acts the Contractor may be liable.

10.3.2 The Owner shall hold the Contractor harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the Contract, the model, plan or design of which was supplied to the Contractor as part of the Contract Documents.

GC 10.4 WORKERS' COMPENSATION

10.4.1 Prior to commencing the Work, again with the Contractor’s application for payment of the holdback amount following Substantial Performance of the Work and again with the Contractor’s application for final payment, the Contractor shall provide evidence of compliance with workers’ compensation legislation at the Place of the Work, including payments due thereunder.

10.4.2 At any time during the term of the Contract, when requested by the Owner, the Contractor shall provide such evidence of compliance by the Contractor and Subcontractors.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the Contractor shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:

.1 General liability insurance in the name of the Contractor and include, or in the case of a single, blanket policy, be endorsed to name, the Owner and the Consultant as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the Contractor with regard to the Work. General liability insurance shall be maintained from the date of commencement of the Work until one year from the date of Substantial Performance of the Work. Liability coverage shall be provided for completed operations hazards from the date of Substantial Performance of the Work, as set out in the certificate of Substantial Performance of the Work, on an ongoing basis for a period of 6 years following Substantial Performance of the Work.

.2 Automobile Liability Insurance from the date of commencement of the Work until one year after the date of Substantial Performance of the Work.

.3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the Work.

.4 "Broad form" property insurance in the joint names of the Contractor, the Owner and the Consultant. The policy shall include as insureds all Subcontractors. The "Broad form" property insurance shall be provided from the date of commencement of the Work until the earliest of:

(1) 10 calendar days after the date of Substantial Performance of the Work;

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(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;

(3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.

.5 Boiler and machinery insurance in the joint names of the Contractor, the Owner and the Consultant. The policy shall include as insureds all Subcontractors. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of Substantial Performance of the Work.

.6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the Owner and the Contractor as their respective interests may appear. In the event of loss or damage:

(1) the Contractor shall act on behalf of the Owner for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the Contractor shall proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of Contract Time relative to the extent of the loss or damage as the Consultant may recommend in consultation with the Contractor;

(2) the Contractor shall be entitled to receive from the Owner, in addition to the amount due under the Contract, the amount which the Owner's interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds in accordance with the progress payment provisions. In addition the Contractor shall be entitled to receive from the payments made by the insurer the amount of the Contractor's interest in the restoration of the Work; and

(3) to the Work arising from the work of the Owner, the Owner's own forces or another contractor, the Owner shall, in accordance with the Owner's obligations under the provisions relating to construction by 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 Substantial Performance of the Work.

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

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

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

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

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

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

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

GC 11.2 CONTRACT SECURITY

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

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

**GC 12.1 INDEMNIFICATION**

12.1.1 Without restricting the parties’ obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

1. caused by:
   1. the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
   2. a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
2. made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – *SUBSTANTIAL PERFORMANCE OF THE WORK* or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

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

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

1. In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
2. In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – *CONTRACT PRICE* or $2,000,000, but in no event shall the sum be greater than $20,000,000.
3. In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

1. as described in paragraph 10.3.2 of GC 10.3 – *PATENT FEES*, and
2. arising out of the *Contractor’s* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

1. *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
2. should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

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12.2.1 Subject to any lien legislation applicable to the Place of the Work, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the Place of the Work, the Contractor waives and releases the Owner from all claims which the Contractor has or reasonably ought to have knowledge of that could be advanced by the Contractor against the Owner arising from the Contractor’s involvement in the Work, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of Substantial Performance of the Work, except as follows:

.1 claims arising prior to or on the date of Substantial Performance of the Work for which Notice in Writing of claim has been received by the Owner from the Contractor no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the Place of the Work;
.2 indemnification for claims advanced against the Contractor by third parties for which a right of indemnification may be asserted by the Contractor against the Owner pursuant to the provisions of this Contract;
.3 claims for which a right of indemnity could be asserted by the Contractor pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 — INDEMNIFICATION; and
.4 claims resulting from acts or omissions which occur after the date of Substantial Performance of the Work.

12.2.2 The Contractor waives and releases the Owner from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which Notice in Writing of claim has been received by the Owner from the Contractor within 395 calendar days following the date of Substantial Performance of the Work.

12.2.3 Subject to any lien legislation applicable to the Place of the Work, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the Place of the Work, the Owner waives and releases the Contractor from all claims which the Owner has or reasonably ought to have knowledge of that could be advanced by the Owner against the Contractor arising from the Owner’s involvement in the Work, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of Substantial Performance of the Work, except as follows:

.1 claims arising prior to or on the date of Substantial Performance of the Work for which Notice in Writing of claim has been received by the Contractor from the Owner no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the Place of the Work;
.2 indemnification for claims advanced against the Owner by third parties for which a right of indemnification may be asserted by the Owner against the Contractor pursuant to the provisions of this Contract;
.3 claims for which a right of indemnity could be asserted by the Contractor against the Owner pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
.4 damages arising from the Contractor’s actions which result in substantial defects or deficiencies in the Work. “Substantial defects or deficiencies” mean those defects or deficiencies in the Work which affect the Work to such an extent or in such a manner that a significant part or the whole of the Work is unfit for the purpose intended by the Contract Documents;
.5 claims arising pursuant to GC 12.3 - WARRANTY; and
.6 claims arising from acts or omissions which occur after the date of Substantial Performance of the Work.

12.2.4 The Owner waives and releases the Contractor from all claims referred to in paragraph 12.2.3.4 except claims for which Notice in Writing of claim has been received by the Contractor from the Owner within a period of six years from the date of Substantial Performance of the Work should any limitation statute of the Province or Territory of the Place of the Work permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:

.1 any limitation statute of the Province or Territory of the Place of the Work; or
.2 if the Place of the Work is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.

12.2.5 The Owner waives and releases the Contractor from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 - WARRANTY and claims for which Notice in Writing has been received by the Contractor from the Owner within 395 calendar days following the date of Substantial Performance of the Work.

12.2.6 “Notice in Writing of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:

.1 a clear and unequivocal statement of the intention to claim;
.2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
.3 a statement of the estimated quantum of the claim.

12.2.7 The party giving “Notice in Writing of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

12.2.9 If a Notice in Writing of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the Place of the Work, the period within which Notice in Writing of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the Place of the Work.

12.2.10 If a Notice in Writing of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the Place of the Work, the period within which Notice in Writing of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the Place of the Work.

GC 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the Contract is one year from the date of Substantial Performance of the Work.

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

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

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

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

12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the Contract Documents. Extended warranties shall be issued by the warrantor to the benefit of the Owner. The Contractor’s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.
CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than $5,000,000 per occurrence, an aggregate limit of not less than $5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the Contractor, the Owner may agree to increase the deductible amounts.

2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the Contractor. Where the policy has been issued pursuant to a government-operated automobile insurance system, the Contractor shall provide the Owner with confirmation of automobile insurance coverage for all automobiles registered in the name of the Contractor.

3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the Work), including use of additional premises, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than $5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the Owner.

4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times Contract Price and the full value, as stated in the Contract, of Products and design services that are specified to be provided by the Owner for incorporation into the Work, with a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the Contractor, the Owner may agree to increase the deductible amounts.

5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the Work. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.

6. "Broad form" contractors' equipment insurance coverage covering Construction Equipment used by the Contractor for the performance of the Work, shall be in a form acceptable to the Owner and shall not allow subrogation claims by the insurer against the Owner. Subject to satisfactory proof of financial capability by the Contractor for self-insurance, the Owner may agree to waive the equipment insurance requirement.

7. Standard Exclusions

7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the Contractor is not required to provide the following insurance coverage:

- Asbestos
- Cyber Risk
- Mould
- Terrorism
Renovations to the Market Hall Performing Arts Centre

Schedule A: List of Drawings

A000 - Cover Page
EX101 - Existing Plans

Demolition
D101 Basement/Level 1 Demolition Plans and Full Demolition Notes
D102 Level 2 Demolition Plans
D103 Level 3 Demolition Plans
D104 Level 4 Demolition Plans

Architectural
A100 Site Plan, OBC Matrix
A101 Roof Plan
A102 Roof Details
A103 West Elevation
A104 South Elevation, New Portico
A105 East Elevation, Details
A106 North Elevation, Details, Storefront Section

A200 Fire Separation Plans
A201 Partial Foundation/Level 1 Floor Plan
A202 Level 2 Floor Plan
A203 Level 3 Floor Plan
A204 Level 4 / Catwalk Floor Plan

A301 Building Sections and Details
A302 Building Sections and Details
A303 Building Sections and Details
A304 Building Sections and Details
A305 Theatre Riser Sections, Elevation, and Details
A306 Balcony Sections, Elevation, and Details
A307 Elevator Sections, Section at Lobby 120
A308 Interior Elevations at Performance Hall 215

A401 Basement/Level 1 Reflected Ceiling Plans and Details
A402 Level 2 Reflected Ceiling Plan and Details
A403 Level 3 Reflected Ceiling Plan and Details
A404 Level 4 Reflected Ceiling Plan and Details
Schedule A: List of Drawings

A501 Interior Elevations
A502 Stair No.3 Section and Details
A503 Stairs No. 4 and 5 Sections and Details
A504 Stairs 3,4, and 5 Plan Details, New Portico Plan
A505 Stair Sections and Details
A506 Stair Sections and Details

A601 Interior Elevations/Millwork Details
A602 Interior Elevations/Millwork Details
A603 Interior Elevations/Millwork Details
A604 Interior Elevations/Millwork Details
A605 Interior Elevations/Millwork Details
A606 Interior Elevations/Millwork Details

A701 Interior Elevations, WC Details
A702 Washroom Plans, Elevations and Details

A800 Typical Acoustic Details

**Structural**
S1.1 General Notes
S1.2 General Notes
S1.3 General Notes
S1.4 General Notes

S2.1 Level 1 and Part Basement Plan
S2.2 Level 2 Floor Plan
S2.3 Level 3 Floor Plan
S2.4 Level 4 Floor Plan

S3.1 Elevator Sections
S3.2 Sections and Details
S3.3 Sections and Details
S3.4 Stair Sections
S3.5 Sections and Details
S3.6 Sections and Details

S4.1 Partial Plan and Elevation

S5.1 Existing Level 1 and Partial Demolition Plan
S5.2 Existing Level 2 Demolition Plan
S5.3 Existing Level 3 Demolition Plan
S5.4 Existing Level 4 Demolition Plan

**Mechanical**
Schedule A: List of Drawings

M100 Site Plan, Demolition Notes, Drawing List, and Legend

M200 Basement Level and Details
M201 Level 1 Plumbing and Fire Protection
M202 Level 2 Plumbing and Fire Protection
M203 Level 3 Plumbing and Fire Protection
M204 Level 4 Plumbing and Fire Protection

M301 Level 1 Hydronic Layout
M302 Level 2 Hydronic Layout
M303 Level 3 Hydronic Layout
M304 Level 4 Hydronic Layout

M401 Level 1 HVAC Layout
M402 Level 2 HVAC Layout
M403 Level 3 HVAC Layout
M404 Level 4 HVAC Layout
M405 Mechanical Sections
M406 Mechanical Section

M500 Flow Diagrams and Details
M501 Details
M502 Details Mechanical/Acoustical
M503 Details Acoustical

Electrical
E100 Legend, Site Plan, and Drawing List
E101 Panels, Lighting Fixture Schedules, Acoustical and Electrical Detail
E102 Acoustical Details

E200 Basement Lighting, and Power Layout
E201 Level 1 Lighting Layout
E202 Level 2 Lighting Layout
E203 Level 3 Lighting Layout
E204 Level 4 Lighting Layout

E301 Level 1 Power and Systems Layout
E302 Level 2 Power and Systems Layout
E303 Level 3 Power and Systems Layout
E304 Level 4 Power and Systems Layout

E400 Power Distribution Riser
E401 Fire Alarm and Communication Riser
Theatre (provided for reference)
TL-00 Legend
TL-01 Stage Electrics-Stage Level
TL-02 Stage Electrics-Balcony Level
TL-03 Stage Electrics-Grid Level
TL-04 Stage Electrics-Short Section and Level 1
TL-05 Stage Electrics-Long Section
TL-06 Stage Electrics-Dimming Distribution Riser
TL-07 Stage Electrics-Houselight and Control Riser
TL-08 Stage Electrics-PSVC Riser
TL-09 Stage Electrics-Power and Paging Riser

TR-01 Stage Rigging-Plans
TR-02 Stage Rigging-Sections
TR-03 Stage Rigging-Grid Plan Details
TR-04 Stage Rigging-Retractable Stage
TR-05 Stage Rigging-Retractable Stage Details
TR-06 Stage Rigging-Tracks and Oleos
TR-07 Stage Rigging-Window Shutters
TR-08 Stage Rigging-Portal Flats
TR-09 Stage Rigging-Acoustic Banners
Renovations to the Market Hall Performing Arts Centre

Schedule B: Supplementary General Conditions

5.21.1 General and Supplementary Conditions
The CCDC-2, 2008 Contract will be the construction contract as amended by the Supplementary Conditions contained herein.

ARTICLE A-5 PAYMENT
5.1 Add the following phrase
.4 A further 1% holdback for deficiencies shall be applied to all progress payments and shall be released upon the Consultant signing off on the rectification of the deficiency.

ARTICLE A-6 – RECEIPT AND ADDRESSES FOR NOTICES IN WRITING
Delete Article A-6.1 and substitute new article 6.1.

6.1 Notices in Writing between the parties or between them and the Consultant shall be considered to have been received by the addressee on the date of receipt if delivered by hand or by commercial courier or if sent during normal business hours by fax and addressed as set out below. Such Notices in Writing will be deemed to be received by the addressee on the next business day if sent by fax after normal business hours or if sent by overnight commercial courier. Such Notices in Writing will be deemed to be received by the addressee on the fifth Working Day following the date of mailing, if sent by pre-paid registered post, when addressed as set out below. 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.

DEFINITIONS
Add the following definition:

19a. Submittals
Submittals are documents or items required by the Contract Documents to be provided by the Contractor, such as:
- Shop Drawings, samples, models, mock-ups to indicate details or characteristics, before the portion of the Work that they represent can be incorporated into the Work; and
- As-built drawings and manuals to provide instructions to the operation and maintenance of the Work.
1 GENERAL
1.1 Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

GC 1.1 CONTRACT DOCUMENTS
.1 Add to the end of subparagraph 1.1.2.2
   Except where the Consultant shall be indemnified as a third party beneficiary as provided in subparagraphs 9.2.7.4, 9.5.3.4 and in 12.1.3.
.2 Add new line to 1.1.7.1 after “shall be”
   - Tender T-52-09 and it’s specifications, drawings and addenda 1-5
.3 Add new subparagraph 1.1.7.5:
   1.1.7.5 In case of discrepancies, noted materials and annotations shall take precedence over graphic indications in the Contract Documents.

GC 2.2 ROLE OF THE CONSULTANT
.1 Add at the end of paragraph 2.2.9.
   “The Owner and the Contractor shall waive any claims against the Consultant arising out of the making of such interpretations and findings made in accordance with paragraphs 2.2.7., 2.2.8. and 2.2.9”.
.2 Delete the comma after the word “submittals” and add the words “which are provided” before the words “in accordance” in paragraph 2.2.14.

GC 2.4 DEFECTIVE WORK
.1 Add new subparagraphs 2.4.1.1 and 2.4.1.2:
   2.4.1.1 The Contractor shall rectify, in a manner acceptable to the Owner and the Consultant, all defective work and deficiencies throughout the Work, whether or not they are specifically identified by the Consultant.
   2.4.1.2 The Contractor shall prioritize the correction of any defective work which, in the sole discretion of the Owner, adversely affects the day to day operation of the Owner.

GC 3.1 CONTROL OF THE WORK
.1 Add new paragraph 3.1.3:
   3.1.3 Prior to commencing individual procurement, fabrication and construction activities, the Contractor shall verify, at the Place of the Work, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the Work and shall further carefully compare such field measurements and conditions with the requirements of the Contract Documents. Where dimensions are not included or contradictions exist, or exact locations are not apparent, the Contractor shall immediately notify the Consultant
in writing and obtain written instructions from the Consultant before proceeding with any part of the affected work.

**GC 3.4 DOCUMENT REVIEW**

.1 Delete paragraph 3.4.1 in its entirety and substitute new paragraph 3.4.1:

3.4.1 The Contractor shall review the Contract Documents and shall report promptly to the Consultant any error, inconsistency or omission the Contractor may discover. Such review by the Contractor shall comply with the standard of care described in paragraph 3.14.1 of the Contract. Except for its obligation to make such review and report the result, the Contractor does not assume any responsibility to the Owner or to the Consultant for the accuracy of the Contract Documents. The Contractor shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the Contract Documents, which the Contractor could not reasonably have discovered. If the Contractor does discover any error, inconsistency or omission in the Contract Documents, the Contractor shall not proceed with the work affected until the Contractor has received corrected or missing information from the Consultant.

**GC 3.8 LABOUR AND PRODUCTS**

.1 Add new paragraph 3.8.4:

3.8.4 The Contractor is responsible for the safe on-site storage of Products and their protection (including Products supplied by the Owner and other contractors to be installed under the Contract) in such ways as to avoid dangerous conditions or contamination to the Products or other persons or property and in locations at the Place of the Work to the satisfaction of the Owner and the Consultant. The Owner shall provide all relevant information on the Products to be supplied by the Owner.

**GC 3.10 SHOP DRAWINGS**

.1 Add the words “AND OTHER SUBMITTALS” to the Title after SHOP DRAWINGS.

.2 Add “and Submittals” after the words “Shop Drawings” in paragraphs 3.10.1, 3.10.2, 3.10.4, 3.10.7, 3.10.8, 3.10.8.2, 3.10.9, 3.10.10, 3.10.11, and 3.10.12.

.3 Delete 3.10.3 in its entirety and substitute new paragraph 3.10.3

GC.3.10.3 Prior to the first application for payment, the Contractor and the Consultant shall jointly prepare a schedule of the dates for submission and return of Shop Drawings and any Submittals.

.4 Delete the words “with reasonable promptness so as to cause no delay in the performance of the Work” and replace with “within 10 working days or such longer period as may be reasonably required” in paragraph 3.10.12.
GC 3.14 PERFORMANCE BY CONTRACTOR
.1 Add new General Condition 3.14.1

3.14.1 In performing its services and obligations under the Contract, the Contractor shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The Contractor acknowledges and agrees that throughout the Contract, the Contractor’s obligations, duties and responsibilities shall be interpreted in accordance with this standard. The Contractor shall exercise the same standard of due care and diligence in respect of any Products, personnel, or procedures which it may recommend to the Owner.

2 Add new General Condition 3.14.2

3.14.2 The Contractor further represents, covenants and warrants to the Owner that:

.1 The personnel it assigns to the Project are appropriately experienced;
.2 It has a sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the Owner’s approval, in the event of death, incapacity, removal or resignation.

GC 4.1 CASH ALLOWANCES
.1 Delete paragraph 4.1.4 in its entirety and substitute new paragraph 4.1.4:

4.1.4 Where costs under a cash allowance exceed the amount of the allowance, unexpended amounts from other cash allowances shall be reallocated at the Consultant’s direction to cover the shortfall.

.2 Delete paragraph 4.1.5 in its entirety and substitute new paragraph 4.1.5:

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.

.3 Delete paragraph 4.1.7 in its entirety and substitute new paragraph 4.1.7.

4.1.7 At the commencement of the Work, the Contractor shall prepare for the review and acceptance of the Owner and the Consultant, a schedule indicating the times, within the construction schedule referred to in GC 3.5, that items called for under cash allowances and items that are specified to be Owner purchased and Contractor installed or hooked up are required at the site to avoid delaying the progress of the Work.

.4 Add new paragraph 4.1.8:

4.1.8 The Owner reserves the right to call, or to have the Contractor call, for competitive bids for portions of the Work, to be paid for from cash allowances.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS
.1 Add new subparagraph 6.4.5:

6.4.5 The Contractor confirms that, prior to bidding the Project, it carefully investigated the Place of the Work and applied to that investigation the degree of
care and skill described in paragraph 3.14.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the Contractor prior to submission of bid, and the sufficiency and completeness of the information provided by the Owner. The Contractor is not entitled to compensation or to an extension of the Contract Time for conditions which could reasonably have been ascertained by the Contractor by such careful investigation undertaken prior to the submission of the bid.

GC 6.5 DELAYS
.1 Delete the period at the end of paragraph 6.5.1, and substitute the following words: ", but excluding any consequential, indirect or special damages."
.2 Add new subparagraph 6.5.6.

6.5.6 If the Contractor is delayed in the performance of the Work by an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly, or by any cause within the Contractor’s control, then the Contract Time shall be extended for such reasonable time as the Consultant may decide in consultation with the Contractor. The Owner shall be reimbursed by the Contractor for all reasonable costs incurred by the Owner as the result of such delay, including all services required by the Owner from the Consultant as a result of such delay by the Contractor and, in particular, the cost of the Consultant’s services during the period between the date of Substantial Performance of the Work stated in Article A-1 herein as the same may be extended through the provisions of these General Conditions and any later, actual date of Substantial Performance of the Work achieved by the Contractor.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE
.1 Add the words “as noted in paragraph 6.6.3” after the words “of the claim” in paragraph 6.6.5 and add the words “and the Consultant”, at the end of paragraph 6.6.5.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION
.1 Add the following new paragraphs 8.2.9, 8.2.10, 8.2.11, 8.2.12., 8.2.13., and 8.2.14.

8.2.9 Within five days of receipt of the notice of arbitration by the responding party under paragraph 8.2.6, the Owner and the Contractor shall give the Consultant a written notice containing:
  a) a copy of the notice of arbitration
  b) a copy of supplementary conditions 8.2.9 to 8.2.14 of this Contract, and;
  c) any claims or issues which the Contractor or the Owner, as the case may be, wishes to raise in relation to the Consultant arising out of the issues in dispute in the arbitration
8.2.10 The Owner and the Contractor agree that the Consultant may elect, within ten days of receipt of the notice under paragraph 8.2.9, to become a full party to the arbitration under paragraph 8.2.6 if the Consultant:

a) has a vested or contingent financial interest in the outcome of the arbitration;
b) gives the notice of election to the Owner and the Contractor before the arbitrator is appointed;
c) agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.2.6, and,
d) agrees to be bound by the arbitral award made in the arbitration.

8.2.11 If an election is made under paragraph 8.2.10, the Consultant may participate in the appointment of the arbitrator and, notwithstanding the rules referred to in paragraph 8.2.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration. 8.2.12 The arbitrator in the arbitration in which the Consultant has elected under paragraph 8.2.10 to become a full party may: a) on application of the Owner or the Contractor, determine whether the Consultant has satisfied the requirements of paragraph 8.2.10, and; b) make any procedural order considered necessary to facilitate the addition of the Consultant as a party to the arbitration.

8.2.13 The provisions of paragraph 8.2.9 shall apply mutatis mutandis to written notice to be given by the Consultant to any sub-consultant; 8.2.14 In the event of notice of arbitration given by the Consultant to a sub-consultant, the sub-consultant is not entitled to any election with respect to the proceeding as outlined in 8.2.10, and is deemed to be bound by the arbitration proceeding.

GC 9.1 PROTECTION OF WORK AND PROPERTY
.1 Delete subparagraph 9.1.1.1 in its entirety and substitute new subparagraph 9.1.1.1:

9.1.1.1 errors in the Contract Documents which the Contractor could not have discovered applying the standard of care described in paragraph 3.14.1;

.2 Delete paragraph 9.1.2 in its entirety and substitute the following new paragraph 9.1.2:

9.1.2 Before commencing any Work, the Contractor shall determine the locations of all underground utilities and structures indicated in the Contract Documents, or that are discoverable by applying to an inspection of the Place of the Work the degree of care and skill described in paragraph 3.14.1.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES
.1 Add to paragraph 9.2.6 after the word "responsible", the following new words:

or whether any toxic or hazardous substances or materials already at the Place of the Work (and which were then harmless or stored, contained or otherwise
Schedule B: Supplementary Conditions of the Stipulated Price Contract

dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the Owner or others,

.2 Add "and the Consultant" after the word "Contractor" in subparagraph 9.2.7.4.

.3 Add to paragraph 9.2.8 after the word "responsible", the following new words: or that any toxic or hazardous substances or materials already at the Place of the Work (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the Owner or others.

GC 9.5 MOULD
.1 Add "and the Consultant" after "Contractor" in subparagraph 9.5.3.4.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES
.1 Delete from the first line of paragraph 10.2.5 the word, "The" and substitute the words: "Subject to paragraph 3.14.1, the".

GC 12.1 INDEMNIFICATION
.1 Add new clause 12.1.1.3.

12.1.1. 3. The Contractor shall indemnify and hold harmless the Consultant, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to, the Contractor's performance of the Contract, provided such claims are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable, and made in writing within a period of 6 years from the date of Substantial Performance of the Work as set out in the certificate of Substantial Performance of the Work, or within such shorter such period as may be prescribed by any limitation statute or the province or territory of the Place of Work.

GC 12.3 WARRANTY
.1 Delete from the first line of paragraph 12.3.2 the word, "The" and substitute the words: "Subject to paragraph 3.14.1, the...".
5.22 **Permits, Fees And Certificates**
The Contractor shall apply for, obtain and pay for all permits and inspections required for the work hereinafter specified, and provide the City with all certificates necessary as evidence that the Work conforms to the law and regulations of all authorities having jurisdiction. The building permit will be paid from a cash allowance. The Contractor shall provide to the City copies of all plans as may be required to comply with regulations.

5.23 **Competent Supervision**
The Contractor shall ensure that adequate and competent supervision is provided by a Competent Supervisor, at all times, as required under the **Occupational Health and Safety Act** (Ontario). The Supervisor shall represent and be an agent for the Contractor for all purposes and directions given by the Supervisor and shall bind the Contractor. Before entering into a Contract with the City, the Contractor shall supply proof of competent personnel to implement and supervise a health and safety program to ensure that the City standards and the standards of the **Occupational Health and Safety Act** shall be complied with throughout the term of the Contract.

5.24 **Hours Of Work**
The hours of work shall be between 7:00 am and 6:00 pm, Monday to Friday.

Certain work **must** be performed after hours. Work scheduled and completed after hours includes the following elements:
- Any work which will affect the ongoing operations of Peterborough Square.
- Work on the top of the Main Floor System, which is likely to cause disruption below due to noise.
- Work which penetrates the main floor in any way.
- Work within the ceiling space of the tenant space below.
- Work within the tenant space below.

After hours work shall be performed between 8:00 pm and 7:00 am Sunday through Friday.

5.25 **Work within Tenant Spaces**
This work is to be performed after hours. The furniture, equipment and surfaces within the tenant space are to be protected with tarps and dust barriers. The tenant space shall be left in a professionally-grade clean state at the end of work each day, ready for occupancy by the tenant.

Access to the retail stores and to Peterborough Square shall not be restricted or encumbered by the work of this Contract.
5.26 Work on City Street and/or Sidewalk
A sidewalk use permit must be obtained for work on the City sidewalk. Contact the City of Peterborough, Utilities Services Department and comply with use and hoarding requirements. Costs for a sidewalk permit will be borne by the Contractor.

5.27 Work on Peterborough Square Roof
Peterborough Square is under separate ownership. The existing roof membrane is to be protected at all times when work is being performed on the roof. Any roof repairs that are required due to the work performed by the Contractor will be performed by Peterborough Square's roofing contractor at the expense of the General Contractor.