THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 07-107

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND GERR CONSTRUCTION LTD. (T-32-07)

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

1. That the Mayor and Clerk be hereby authorized to execute an Agreement between the Corporation of the City of Peterborough and Gerr Construction Ltd., 3386 Solina Road North, Courtice, Ontario, L1C 3K4, to award the tender for the construction of the Peterborough Lakefield Community Police Headquarters Renovation 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 3rd day of July, 2007

(Sgd.) Henry Clarke, Deputy Mayor

(Sgd.) Nancy Wright-Laking, City Clerk
Stipulated price contract

Project:
The Canadian Construction Documents Committee is a joint committee composed of owners and representatives appointed by:

The Association of Consulting Engineers of Canada
The Canadian Construction Association
Construction Specifications Canada
The Royal Architectural Institute of Canada

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

This document has been endorsed by each of the above organizations.

Enquiries should be directed to:

The Secretary
Canadian Construction Documents Committee
75 Albert Street
Suite 400
Ottawa, Ontario
K1P 5E7
Tel: (613) 236-9455
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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

by and between

name of owner

hereinafter called the "Owner"

and

name of contractor

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
Title of the Work

located at
Place of the Work

which have been signed by the parties, and for which
Name of the Consultant

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

1.2 do and fulfill everything indicated by this Agreement, and

1.3 commence the Work by the day of in the year and, subject to
adjustment in Contract Time as provided for in the Contract Documents, attain Substantial Performance

of the Work, by the day of in the year

This contract is protected by Copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of Copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended to be an accurate and unamended version of CCDC 2 - 1994 except to the extent that any alterations, addenda or modifications are set forth in supplementary conditions.
ARTICLE A-2

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

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

[Other Documents]

* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. Supplementary Conditions; Specifications, giving a list of contents with section numbers and titles, number of pages, and date; Drawings, giving drawing number, title, date, revision date or mark; Addenda, giving title, number, date)
ARTICLE A-4

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

\[
\text{dollars} \quad \text{and} \quad \text{cents.} \quad \$ \]

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

\[
\text{dollars} \quad \text{and} \quad \text{cents.} \quad \$
\]

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

\[
\text{dollars} \quad \text{and} \quad \text{cents.} \quad \$
\]

4.4 All amounts are in Canadian funds.

4.5 These amounts shall be subject to adjustments as provided in the Contract Documents.
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 (%), the Owner shall in Canadian funds:

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 payment, 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 percent (%) per annum above the bank rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis. The bank rate shall be the rate established by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to the chartered banks.

2. Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the amount of any claim settled pursuant to Part 8 of the General Conditions - DISPUTE RESOLUTION 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

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 delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended by hand or by registered post; or if sent by regular post, to have been delivered within 5 Working Days of the date of mailing when addressed as follows:

The Owner at

The Contractor at

The Consultant at

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 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 Documents are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties, and subject to the law and the provisions of the Contract Documents shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.
In witness whereof the parties hereto and by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

OWNER
name of owner

_________________________
signature

_________________________
WITNESS
name and title of person signing

_________________________
signature

_________________________
WITNESS
name and title of person signing

CONTRACTOR
name of contractor

_________________________
signature

_________________________
WITNESS
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.
DEFINITIONS

The following Definitions shall apply to all Contract Documents.

1. **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.

2. **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.

3. **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*.

4. **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.

5. **Subcontractor**
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work*, or to supply Products worked to a special design for the *Work*.

6. **Supplier**
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products* not worked to a special design for the *Work*.

7. **Consultant**
The *Consultant* is the person or entity identified as such in the Agreement. The *Consultant* is the Architect, the Engineer, or entity licensed to practice in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant’s* authorized representative.

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

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

10. **Place of the Work**
The *Place of the Work* is the designated site or location of the *Work* identified in Article A-1 of the Agreement - THE WORK.

11. **Product**
*Product* or *Products* means material, machinery, equipment, and fixtures forming the *Work*, but does not include machinery and equipment used to prepare, fabricate, convey, or erect the *Work*, which are referred to as construction machinery and equipment.

12. **Provide**
*Provide* means to supply and install.
13. **Contract Price**
   The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

14. **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.

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

16. **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*.

17. **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.

18. **Change Directive**
   A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing a change in the *Work* within the general scope of the *Contract Documents*.

19. **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, *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*.

20. **Value Added Taxes**
   *Value Added Taxes* means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax and any similar tax, the payment or collection of which is by the legislation imposing such tax an obligation of the *Contractor*. 
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 of the Work.
2. the Consultant and the Contractor, a Subcontractor, a Supplier, or their agent, employee, or other person performing any 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 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, and the services necessary for the performance of the Work.

1.1.7 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, schedules, and diagrams.

1.1.8 Neither the organization of the specifications into divisions, sections, and parts nor the arrangement of drawings shall control the Contractor in dividing the work among Subcontractors and Suppliers or in establishing the extent of the work to be performed by a trade.

1.1.9 If there is a conflict within 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 1 of the specifications,
   • Divisions 2 through 16 of the specifications,
   • material and finishing schedules,
   • 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.

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

1.1.11 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.

1.1.12 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.

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 during construction until issuance of the final certificate for payment, and subject to GC 2.1 - AUTHORITY OF THE CONSULTANT and with the Owner's concurrence, from time to time until the completion of any correction of defects as provided in paragraph 12.3.3 of GC 12.3 - WARRANTY.

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

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

2.2.4 Based on the Consultant's observations and evaluation of the Contractor's applications for payment, the Consultant will determine the amounts owing to the Contractor under the Contract and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT, and GC 5.7 - FINAL PAYMENT.

2.2.5 The Consultant will not be responsible for and will not have control, charge, or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the Work in accordance with the applicable construction safety legislation, other regulations, or general construction practice. The Consultant will not be responsible for the Contractor's failure to 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, or their agents, employees, or any other persons performing portions of the Work.

2.2.6 The Consultant will be, in the first instance, the interpreter of the requirements of the Contract Documents and shall make findings as to the performance thereunder by both parties to the Contract, except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER. Interpretations and findings of the Consultant shall be consistent with the intent of the Contract Documents. When making such interpretations and findings the Consultant will not show partiality to either the Owner or the Contractor.

2.2.7 Claims, disputes, and other matters in question relating to the performance of the Work or the interpretation of the Contract Documents, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, shall be referred initially to the Consultant by notice in writing given to the Consultant and to the other party for the Consultant's interpretation and finding which will be given by notice in writing to the parties within a reasonable time.

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

2.2.9 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.

2.2.10 The Consultant will review and take appropriate action upon such Contractor's submittals as shop drawings, Product data, and samples, as provided in the Contract Documents.
2.2.11 The Consultant will prepare Change Orders and Change Directives as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

2.2.12 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.

2.2.13 All certificates issued by the Consultant shall 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.

2.2.14 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 the laws or ordinances of the Place of the Work, the Contractor shall give the Consultant reasonable notice of when the work will be ready for review and inspection. The Contractor shall arrange for and shall give the Consultant reasonable notice 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.

GC 2.4 DEFECTIVE WORK

2.4.1 The Contractor shall promptly remove from the Place of the Work and replace or re-execute 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 removals or replacements 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 co-ordinate 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 introduce and store their products and use their construction machinery and equipment to execute their work;

2. co-ordinate and schedule the Work with the work of other contractors and Owner’s own forces and connect as specified or shown in the Contract Documents;

3. participate with other contractors and the Owner in reviewing their construction schedules when directed to do so; and

4. where part of the Work is affected by or depends upon for its proper execution the work of other contractors or Owner’s own forces, promptly report to the Consultant in writing and prior to proceeding with that part of the Work, any apparent deficiencies in such work.
Failure by the Contractor to so report shall invalidate any claims against the Owner by reason of the deficiencies in the work of other contractors or Owner's own forces except those deficiencies not then reasonably discoverable.

3.2.4 Where a change in the Work is required as a result of the co-ordination and connection 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 - CHANGES, GC 6.2 - CHANGE ORDER, and GC 6.3 - CHANGE DIRECTIVE.

3.2.5 Claims, 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 Owners contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY SUPPORTS, STRUCTURES, AND FACILITIES

3.3.1 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance, and removal of temporary supports, structures, and facilities and the design and execution of construction methods required in their use.

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 supports, structures, and facilities and their method of construction are 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, paragraph 3.3.1, and paragraph 3.3.2 or provisions to the contrary elsewhere in the Contract Documents where such Contract Documents include designs for temporary supports, structures, and facilities or specify a method of construction in whole or in part, such facilities and methods 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 discovers 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:

- 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 CONSTRUCTION SAFETY

3.6.1 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 3.7 SUPERVISOR

3.7.1 The Contractor shall employ a competent supervisor and necessary assistants who shall be in attendance at the Place of the Work while work is being performed. The supervisor shall not be changed except for valid reason.

3.7.2 The supervisor shall represent the Contractor at the Place of the Work and notices and instructions given to the supervisor by the Consultant shall be held to have been received by the Contractor.

GC 3.8 SUBCONTRACTORS AND SUPPLIERS

3.8.1 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.

3.8.2 The Contractor shall indicate in writing, at the request of 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.

3.8.3 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.

3.8.4 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.

3.8.5 The Contractor shall not be required to employ as a Subcontractor or Supplier, a person or firm to whom the Contractor may reasonably object.
3.8.6 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 3.9 LABOUR AND PRODUCTS

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

3.9.2 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.

3.9.3 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 3.10 DOCUMENTS AT THE SITE

3.10.1 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 3.11 SHOP DRAWINGS

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

3.11.2 The Contractor shall provide shop drawings as described in the Contract Documents or as the Consultant may reasonably request.

3.11.3 The Contractor shall review all shop drawings prior to submission to the Consultant. The Contractor represents by this review that: the Contractor has determined and verified all field measurements and field construction conditions, or will do so; Product requirements; catalogue numbers; and similar data and that the Contractor has checked and co-ordinated each shop drawing with the requirements of the Work and of the Contract Documents. The Contractor shall confirm this review of each shop drawing by stamp, date, and signature of the person responsible. At the time of submission the Contractor shall notify the Consultant in writing of any deviations in the shop drawings from the requirements of the Contract Documents.

3.11.4 The Contractor shall submit 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. Upon request of the Contractor or the Consultant, they jointly shall prepare a schedule of the dates for submission and return of shop drawings. Shop drawings which require approval of any legally constituted authority having jurisdiction shall be submitted to such authority by the Contractor for approval.

3.11.5 The Contractor shall submit shop drawings in the form specified or as the Consultant may direct. The Consultant will review and return shop drawings in accordance with the schedule agreed upon, or otherwise with reasonable promptness so as to cause no delay. The Consultant's review is for conformity to the design concept and for general arrangement only. 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 unless the Consultant expressly notes the acceptance of a deviation on the shop drawings.

3.11.6 Upon the Consultant's request, the Contractor shall revise and resubmit shop drawings 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 resubmission other than those requested by the Consultant.
GC 3.12 USE OF THE WORK

3.12.1 The Contractor shall confine construction machinery and equipment, storage of Products, and operations of employees to limits indicated by laws, ordinances, permits, or the Contract Documents and shall not unreasonably encumber the Work with Products.

3.12.2 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 3.13 CUTTING AND REMEDIAL WORK

3.13.1 The Contractor shall do the cutting and remedial work required to make the several parts of the Work come together properly.

3.13.2 The Contractor shall co-ordinate the Work to ensure that this requirement is kept to a minimum.

3.13.3 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 - CHANGES, GC 6.2 - CHANGE ORDER, and GC 6.3 - CHANGE DIRECTIVE.

3.13.4 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 3.14 CLEANUP

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

3.14.2 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 Work clean and suitable for occupancy by the Owner before attainment of Substantial Performance of the Work. The Contractor shall remove products, tools, construction machinery, and equipment not required for the performance of the remaining work.

3.14.3 Prior to application for the final certificate for payment, the Contractor shall remove products, tools, construction machinery and equipment, and waste products and debris, other than that 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 cash allowances stated in the Contract Documents, which allowances shall be expended as the Owner directs through the Consultant.

4.1.2 Cash allowances cover the net cost to the Contractor of services, Products, construction machinery and equipment, freight, unloading, handling, storage, installation, and other authorized expenses incurred in performing the work stipulated under the cash allowances but do not include any Value Added Taxes payable by the Owner to the Contractor.

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

4.1.4 Where costs under a cash allowance exceed the amount of the allowance, the Contractor shall be compensated for any excess incurred and substantiated plus an amount for overhead and profit as set out in the Contract Documents.

4.1.5 The Contract Price shall be adjusted by Change Order to provide for any difference between the actual cost and each 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 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 - CHANGES, GC 6.2 - CHANGE ORDER, and GC 6.3 - CHANGE DIRECTIVE.

4.2.3 The Contract Price shall be adjusted by Change Order to provide for any difference between the expenditures authorized under paragraph 4.2.2 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, prior to execution of the Agreement, and/or 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 notify the Contractor in writing of any material change in the Owner's financial arrangements 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 the agreed monthly payment period and 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 at that date.

5.2.3 The Contractor shall submit to the Consultant, at least 14 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.
5.2.4 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.

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

5.2.6 Claims 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 The Consultant will issue to the Owner, no later than 10 days after the receipt of an application for payment from the Contractor submitted in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS 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 notify the Contractor in writing giving reasons for the amendment.

5.3.2 The Owner shall make payment to the Contractor on account as provided in Article A-5 of the Agreement - PAYMENT no later than 5 days after the date of a certificate for payment issued by the Consultant.

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 prepare and submit to the Consultant a comprehensive list of items to be completed or corrected and apply 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 No later than 10 days after the receipt of the Contractor's list and application, the Consultant will review the Work to verify the validity of the application and, no later than 7 days after completing the review, will notify the Contractor whether the Work or the designated portion of the Work is substantially performed.

5.4.3 The Consultant shall state the date of Substantial Performance of the Work or designated portion of the Work in a certificate.

5.4.4 Immediately following the issuance of the certificate of Substantial Performance of the Work, the Contractor, in consultation with the Consultant, will 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 a sworn statement that all accounts for labour, subcontracts, Products, construction machinery and 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 sworn 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 has not been placed in a separate holdback account, the Owner shall, 10 days prior to the expiration 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 The holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the 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.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

5.6.1 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 day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the Place of the Work.

5.6.2 Notwithstanding the provisions of the preceding paragraph, and notwithstanding the wording of such certificates, the Contractor shall ensure that such subcontract work or Products is 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 days after the receipt of an application from the Contractor for final payment, review the Work to verify the validity of the application. The Consultant will, no later than 7 days after reviewing the Work, notify the Contractor 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 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 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 CHANGES

6.1.1 The Owner, through the Consultant, without invalidating the Contract, may make changes in the Work consisting of additions, deletions, or other revisions to the Work by Change Order or Change Directive.

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 shall provide a notice describing the proposed change in the Work to the Contractor. The Contractor shall 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, signed by Owner and Contractor. The value of the work performed as the result of a Change Order shall be included in applications for progress payment.

GC 6.3 CHANGE DIRECTIVE

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

6.3.2 Upon receipt of a Change Directive, the Contractor shall proceed promptly with the change in the Work. 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 expenditures and savings to perform the work attributable to the change. If a change in the Work results in a net increase in the Contract Price, an allowance for overhead and profit shall be included.

6.3.3 If a change in the Work results in a net decrease in the Contract Price, the amount of the credit shall be the net cost, without deduction for overhead or profit. When both additions and deletions covering related work or substitutions are involved in a change in the Work, the allowance for overhead and profit shall be calculated on the basis of the net increase, if any, with respect to that change in the Work.

6.3.4 The Contractor shall keep and present, in such form as the Consultant may require, an itemized accounting of the cost of expenditures and savings referred to in paragraph 6.3.2 together with supporting data. The cost of performing the work attributable to the Change Directive shall be limited to the actual cost of all of the following:

.1 wages and benefits paid for labour in the direct employ of the Contractor under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Owner and Contractor;
.2 salaries, wages, and benefits of the Contractor's office personnel engaged in a technical capacity and other personnel at shops or on the road, engaged in expediting the production or transportation of materials or equipment;

.3 contributions, assessments, or taxes incurred for such items as unemployment insurance, provincial health insurance, workers' compensation, and Canada or Quebec Pension Plan, in so far 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 paragraphs 6.3.4.1 and 6.3.4.2;

.4 travel and subsistence expenses of the Contractor's personnel described in paragraphs 6.3.4.1 and 6.3.4.2;

.5 the cost of all Products including cost of transportation thereof;

.6 the cost of materials, supplies, equipment, temporary services and facilities, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed; and cost less salvage value on such items used but not consumed, which remain the property of the Contractor;

.7 rental cost of all tools, machinery, and equipment, exclusive of hand tools, whether rented from or provided by the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery cost thereof;

.8 deposits lost;

.9 the amounts of all subcontracts;

.10 the cost of quality assurance such as independent inspection and testing services;

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

.12 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the Contractor's obligations to indemnify the Owner as provided in paragraph 10.3.1 of GC 10.5 - PATENT FEES;

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

.14 any adjustment in taxes and duties for which the Contractor is liable;

.15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred;

.16 the cost of removal and disposal of waste products and debris;

.17 cost incurred due to emergencies affecting the safety of persons or property;

6.3.5 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.

6.3.6 If the Owner and Contractor do not agree on the proposed adjustment in the Contract Time or the method of determining it, the adjustment shall be referred to the Consultant for determination.

6.3.7 If at any time after the start of the work directed by a Change Directive, 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 signed by Owner and Contractor.
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 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 notify the other party in writing before conditions 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, shall issue appropriate instructions for a change in the Work as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.

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

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 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), fire, unusual delay by common carriers or unavoidable casualties, or without limit to any of the foregoing, by a cause beyond the Contractor's control, 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.

6.5.4 No extension shall be made for delay unless notice in writing of claim is given to the Consultant not later than 10 Working Days after the commencement of delay; providing however, that in the case of a continuing cause of delay only one notice of claim shall be necessary.

6.5.5 If no schedule is made under paragraph 2.2.9 of GC 2.2 - ROLE OF THE CONSULTANT, no claim for delay shall be allowed because of failure of the Consultant to furnish instructions until 10 Working Days after demand for such instructions has been made and not then, unless the claim is reasonable.
PART 7 DEFAULT NOTICE

GC 7.1 OWNER’S RIGHT TO PERFORM THE WORK, STOP THE WORK, OR TERMINATE THE CONTRACT

7.1.1 If the Contractor should be 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, by giving the Contractor or receiver or trustee in bankruptcy notice in writing, terminate the Contract.

7.1.2 If the Contractor shall neglect 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, notify the Contractor 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.

7.1.3 If the default cannot be corrected in the 5 Working Days specified, 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 such schedule.

7.1.4 If the Contractor fails to correct the default in the time specified or subsequently agreed upon, 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; utilize the construction machinery and equipment; subject to the rights of third parties, 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 charge the Contractor the amount by which the full cost of finishing the Work as certified by the Consultant, including compensation to the Consultant for the Consultant’s additional services and a reasonable allowance as determined by the Consultant to cover the cost of corrections to work performed by the Contractor that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the Contract Price; however, if such cost of finishing the Work is less than the unpaid balance of the Contract Price, the Owner shall pay the Contractor the difference, and

.4 on expiry of the warranty period, charge the Contractor the amount by which the cost of corrections to the Contractor’s work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the Contractor the difference.
7.1.6 The Contractor's obligation under the Contract as to quality, correction, and warranty of the work performed by the Contractor up to the time of termination shall continue in force after such termination.

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

7.2.1 If the Owner should be 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, by giving the Owner or receiver or trustee in bankruptcy notice in writing, terminate the Contract.

7.2.2 If the Work should be stopped or otherwise delayed for a period of 30 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, by giving the Owner notice in writing, terminate the Contract.

7.2.3 The Contractor may notify the Owner in writing, 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, stop 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 machinery and equipment, and such other damages as the Contractor may have sustained as a result of the termination of the Contract.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

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

8.1.2 If a dispute arises under the Contract in respect of a matter in which the Consultant has no authority under the Contract to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 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 shall 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 latest edition of the Rules for Mediation of CCDC 2 Construction Disputes, the parties shall appoint a Project Mediator

.1 within 30 days after the Contract was awarded, or

.2 if the parties neglected to make an appointment within the 30 day period, within 15 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 claim 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 the notice of dispute 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 latest edition of the Rules for Mediation of CCDC 2 Construction Disputes.

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 both parties.

8.2.6 By giving a notice in writing to the other party, not later than 10 Working Days after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the latest edition of the Rules for Arbitration of CCDC 2 Construction Disputes. 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 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 requires by notice in writing given within 10 Working Days of the date of notice requesting arbitration in paragraph 8.2.6 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 notices required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3.

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 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 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 the making good such damage at the Contractor's expense.

9.1.3 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 - CHANGES, GC 6.2 - CHANGE ORDER, and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 DAMAGES AND MUTUAL RESPONSIBILITY

9.2.1 If either party to the Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone for whom the other party is responsible in law, then that party shall be reimbursed by the other party for such damage. The reimbursing party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.
9.2.2 Claims for damage under paragraph 9.2.1 shall be made in writing to the party liable within reasonable time after the first observance of such damage and if undisputed shall be confirmed by Change Order. Disputed claims shall be resolved as set out in Part 8 of the General Conditions - DISPUTE RESOLUTION.

9.2.3 If the Contractor has caused damage to the work of another contractor on the Project, the Contractor agrees upon due notice to settle with the other contractor by negotiation or arbitration. If the other contractor makes a claim against the Owner on account of damage alleged to have been so sustained, the Owner shall notify the Contractor and may require the Contractor to defend the action at the Contractor's expense. The Contractor shall satisfy a final order or judgment against the Owner and pay the costs incurred by the Owner arising from such action.

9.2.4 If the Contractor becomes liable to pay or satisfy a final order, judgment, or award against the Owner, then the Contractor, upon undertaking to indemnify the Owner against any and all liability for costs, shall have the right to appeal in the name of the Owner such final order or judgment to any and all courts of competent jurisdiction.

GC 9.3 TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS

9.3.1 For the purposes of applicable environmental legislation, the Owner shall be deemed to have control and management of the Place of the Work with respect to existing conditions.

9.3.2 Prior to the Contractor commencing the Work, the Owner shall

.1 take all reasonable steps to determine whether any toxic or hazardous substances or materials are present at the Place of the Work, and

.2 provide the Consultant and the Contractor with a written list of any such substances and materials.

9.3.3 The Owner shall take all reasonable steps to ensure that no person suffers injury, sickness, or death and that no property is injured or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances or materials which were at the Place of the Work prior to the Contractor commencing the Work.

9.3.4 Unless the Contract expressly provides otherwise, the Owner shall be responsible for taking all necessary steps, in accordance with legal requirements, to dispose of, store or otherwise render harmless toxic or hazardous substances or materials which were present at the Place of the Work prior to the Contractor commencing the Work.

9.3.5 If the Contractor

.1 encounters toxic or hazardous substances or materials at the Place of the Work, or

.2 has reasonable grounds to believe that toxic or hazardous substances or materials are present at the Place of the Work,

which were not disclosed by the Owner, as required under paragraph 9.3.2, or which were disclosed but have not been dealt with as required under paragraph 9.3.4, the Contractor shall

.3 take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness, or death and that no property is injured or destroyed as a result of exposure to or the presence of the substances or materials, and

.4 immediately report the circumstances to the Consultant and the Owner in writing.
9.3.6 If the Contractor is delayed in performing the Work or incurs additional costs as a result of taking steps required under paragraph 9.3.5.3, the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with the Contractor and the Contractor shall be reimbursed for reasonable costs incurred as a result of the delay and as a result of taking those steps.

9.3.7 Notwithstanding paragraphs 2.2.6 and 2.2.7 of GC 2.2 - ROLE OF THE CONSULTANT, or paragraph 8.1.1 of GC 8.1 - AUTHORITY OF THE CONSULTANT, the Consultant may select and rely upon the advice of an independent expert in a dispute under paragraph 9.3.6 and, in that case, the expert shall be deemed to have been jointly retained by the Owner and the Contractor and shall be jointly paid by them.

9.3.8 The Owner shall indemnify and hold harmless the Contractor, the Consultant, their agents and employees, from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or resulting from exposure to, or the presence of, toxic or hazardous substances or materials which were at the Place of the Work prior to the Contractor commencing the Work. This obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity set out in GC 12.1 - INDEMNIFICATION or which otherwise exist respecting a person or party described in this paragraph.

9.3.9 GC 9.3 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS shall govern over the provisions of paragraph 1.3.1 of GC 1.3 - RIGHTS AND REMEDIES or GC 9.2 - DAMAGES AND MUTUAL RESPONSIBILITY.

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 the building permit, permanent easements, and rights of servitude. The Contractor shall be responsible for permits, licenses, or certificates necessary for the performance of the Work which were in force at the date of bid closing.

10.2.3 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.

10.2.4 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 date 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 notify 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 - CHANGES, GC 6.2 - CHANGE ORDER, and GC 6.3 - CHANGE DIRECTIVE.
10.2.5 If the Contractor fails to notify the Consultant in writing; and fails to obtain direction as required in paragraph 10.2.4; 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.

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, Substantial Performance of the Work, and the issuance of the final certificate for 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 — BONDS

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 insurance coverages specified in GC 11.1 - INSURANCE. Unless otherwise stipulated, the duration of each insurance policy shall be from the date of commencement of the Work until the date of the final certificate for payment. 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.

.1 General Liability Insurance:

General liability insurance shall be in the joint names of the Contractor, the Owner, and the Consultant, with limits of not less than $2,000,000 per occurrence and with a property damage deductible not exceeding $2,500. The insurance coverage shall not be less than the insurance required by IBC Form 2100, or its equivalent replacement, provided that IBC Form 2100 shall contain the latest edition of the relevant CCDC endorsement form. To achieve the desired limit, umbrella, or excess liability insurance may be used. All liability coverage shall be maintained 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. Where the Contractor maintains a single, blanket policy, the addition of the Owner and the Consultant is limited to liability arising out of the Project and all operations necessary or incidental thereto. The policy shall be
endorsed to provide the Owner with not less than 30 days notice in writing in advance of any cancellation, and of change or amendment restricting coverage.

2 Automobile Liability Insurance:

Automobile liability insurance in respect of licensed vehicles shall have limits of not less than $2,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all licensed vehicles owned or leased by the Contractor, and endorsed to provide the Owner with not less than 15 days notice in writing in advance of any cancellation, change or amendment restricting coverage. 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:

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 be subject to limits of not less than $2,000,000 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof and limits of not less than $2,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the Owner. The policies shall be endorsed to provide the Owner with not less than 15 days notice in writing in advance of cancellation, change, or amendment restricting coverage.

4 Property and Boiler and Machinery Insurance:

(1) "All risks" property insurance shall be in the joint names of the Contractor, the Owner, and the Consultant, insuring not less than the sum of the amount of the Contract Price and the full value, as stated in the Supplementary Conditions, of Products that are specified to be provided by the Owner for incorporation into the Work, with a deductible not exceeding $2,500. The insurance coverage shall not be less than the insurance required by IBC Form 4042 or its equivalent replacement, provided that IBC Form 4042 shall contain the latest edition of the relevant CCDC endorsement form. The coverage shall be maintained continuously until 10 days after the date of the final certificate for payment.

(2) Boiler and machinery insurance shall be in the joint names of the Contractor, the Owner, and the Consultant for not less than the replacement value of the boilers, pressure vessels, and other insurable objects forming part of the Work. The insurance provided shall not be less than the insurance provided by the "Comprehensive Boiler and Machinery Form" and shall be maintained continuously from commencement of use or operation of the property insured and until 10 days after the date of the final certificate for payment.

(3) The policies shall allow for partial or total use or occupancy of the Work. If because of such use or occupancy the Contractor is unable to provide coverage, the Contractor shall notify the Owner in writing. Prior to such use or occupancy the Owner shall provide, maintain, and pay for property and boiler insurance insuring the full value of the Work, as in sub-paragraphs (1) and (2), including coverage for such use or occupancy and shall provide the Contractor with proof of such insurance. The Contractor shall refund to the Owner the uneamed premiums applicable to the Contractor's policies upon termination of coverage.

(4) The 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. 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.

(5) The Contractor shall be entitled to receive from the Owner, in addition to the amount due under the Contract, the amount at 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 and as provided in GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT and GC 5.3 - PROGRESS PAYMENT. 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.

(6) In the case of loss or damage to the Work arising from the work of another contractor, or Owner's own forces, the Owner, in accordance with the Owner's obligations under paragraph 3.2.2.4 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, shall pay the Contractor the cost of restoring the Work as the restoration of the Work proceeds and as provided in GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT and GC 5.3 - PROGRESS PAYMENT.

.5 Contractors' Equipment Insurance:

"All risks" contractors' equipment insurance covering construction machinery and equipment used by the Contractor for the performance of the Work, including boiler insurance on temporary boilers and pressure vessels, shall be in a form acceptable to the Owner and shall not allow subrogation claims by the insurer against the Owner. The policies shall be endorsed to provide the Owner with not less than 15 days notice in writing in advance of cancellation, change, or amendment restricting coverage. Subject to satisfactory proof of financial capability by the Contractor for self-insurance, the Owner agrees to waive the equipment insurance requirement.

11.1.2 The Contractor shall be responsible for deductible amounts under the policies except where such amounts may be excluded from the Contractor's responsibility by the terms of GC 9.1 - PROTECTION OF WORK AND PROPERTY and GC 9.2 - DAMAGES AND MUTUAL RESPONSIBILITY.

11.1.3 Where the full insurable value of the Work is substantially less than the Contract Price, the Owner may reduce the amount of insurance required or waive the course of construction insurance requirement.

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 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.

GC 11.2 BONDS

11.2.1 The Contractor shall, prior to commencement of the Work or within the specified time, provide to the Owner any surety bonds required by the Contract.

11.2.2 Such bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the province or territory of the Place of the Work and shall be maintained in good standing until the fulfilment 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 — WARRANTY

GC 12.1 INDEMNIFICATION

12.1.1 The Contractor shall indemnify and hold harmless the Owner and the Consultant, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings (hereinafter called "claims"), by third parties that arise out of, or are attributable to, the Contractor's performance of the Contract provided such claims are:

1 attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and

2 caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable, and

3 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 period as may be prescribed by any limitation statute of the province or territory of the Place of the Work.

The Owner expressly waives the right to indemnity for claims other than those stated above.

12.1.2 The obligation of the Contractor to indemnify hereunder shall be limited to $2,000,000 per occurrence from the commencement of the Work until Substantial Performance of the Work and thereafter to an aggregate limit of $2,000,000.

12.1.3 The Owner shall indemnify and hold harmless the Contractor, the Contractor's agents and employees 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 a lack of or defect in title or an alleged lack of or defect in title to the Place of the Work.

12.1.4 GC 12.1 - INDEMNIFICATION shall govern over the provisions of paragraph 1.3.1 of GC 1.3 - RIGHTS AND REMEDIES or GC 9.2 - DAMAGES AND MUTUAL RESPONSIBILITY.

GC 12.2 WAIVER OF CLAIMS

12.2.1 Waiver of Claims by Owner

As of the date of the final certificate for payment, the Owner expressly waives and releases the Contractor from all claims against the Contractor including without limitation those that might arise from the negligence or breach of contract by the Contractor except one or more of the following:

1 those made in writing prior to the date of the final certificate for payment and still unsettled;

2 those arising from the provisions of GC 12.1 - INDEMNIFICATION or GC 12.3 - WARRANTY;

3 those arising from the provisions of paragraph 9.3.5 of GC 9.3 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS and arising from the Contractor bringing or introducing any toxic or hazardous substances and materials to the Place of the Work after the Contractor commences the Work.

In the Common Law provinces GC 12.2.1.4 shall read as follows:

4 those 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 period as may be
prescribed by any limitation statute of the province or territory of the Place of the Work and arising from any liability of the Contractor for damages resulting from the Contractor's performance of the Contract with respect to substantial defects or deficiencies in the Work for which the Contractor is proven responsible.

As used herein "substantial defects or deficiencies" means 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.

In the Province of Quebec GC 12.2.1.4 shall read as follows:

.4 those arising under the provisions of Article 2118 of the Civil Code of Quebec.

12.2.2 Waiver of Claims by Contractor

As of the date of the final certificate for payment, the Contractor expressly waives and releases the Owner from all claims against the Ownerincluding without limitation those that might arise from the negligence or breach of contract by the Owner except:

.1 those made in writing prior to the Contractor's application for final payment and still unsettled; and

.2 those arising from the provisions of GC 9.3 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS or GC 10.3 - PATENT FEES.

12.2.3 GC 12.2 - WAIVER OF CLAIMS shall govern over the provisions of paragraph 13.1 of GC 1.3 - RIGHTS AND REMEDIES or GC 9.2 - DAMAGES AND MUTUAL RESPONSIBILITY.

GC 12.3 WARRANTY

12.3.1 The warranty period with regard to the Contract is one year from the date of Substantial Performance of the Work or those periods specified in the Contract Documents for certain portions of the Work or Products.

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 Except for the provisions of paragraph 12.3.6 and 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 warranty periods specified in the Contract Documents.

12.3.4 The Owner, through the Consultant, shall promptly give the Contractor notice in writing of observed defects and deficiencies that occur during the warranty period.

12.3.5 The Contractor shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.3.

12.3.6 The Contractor shall be responsible for obtaining Product warranties in excess of one year on behalf of the Owner from the manufacturer. These Product warranties shall be issued by the manufacturer to the benefit of the Owner.