



Parks, Recreation & Culture

Invitation to Tender

No. 2025-PRC-02

Forrest Field – Phase 2

For further information:

Sue Bouma
Corporate Officer/Manager of Corporate
Services
sbouma@ladysmith.ca

Tender Issue Date:

November 5th, 2025

Tender Closing:

1:30 p.m., Nov. 19th, 2025

Tender Opening:

1:45 p.m., Nov. 19th, 2025
Ladysmith City Hall



TOWN OF LADYSMITH
INVITATION TO TENDER

1. Introduction

The Town of Ladysmith (the "Town") invites Tenders from qualified and experienced contractors for the construction and supply of a parking lot and a pickleball court located at Lot 108 in accordance with the Design Drawings attached as Appendix A. Generally, the work will include the construction of a new asphalt road, construction of a gravel parking lot, installation of new curbs, installation of new sidewalk, and the installation of new pickleball courts complete with fencing and stormwater infrastructure

2. Tender Submission

Tenders delivered by courier, mail, or in person to the following location:

Attention: Sue Bouma, Manager of Corporate Services
Town of Ladysmith
410 Esplanade
PO BOX 220
Ladysmith, BC V9G 1A2

will be accepted until 1:30 p.m. PST, November 19th, 2025.

3. Form of Tender

Tenders must be completed using the Form of Tender, Tender Specifications and any applicable schedules and addenda as supplied.

4. Tender Opening

Tenders received by the Tender Closing Date and Time noted above at the Tender closing location will be opened in public at the City Hall, at 410 Esplanade, Ladysmith at 1:45 p.m. PST, November 19th, 2025.

5. Late Submissions

Tenders received after the Closing Date and Time will be returned unopened to the Tenderer.

6. The lowest or any tender will not necessarily be accepted

Please review the Instructions and Conditions to Tenderers.

Lot 108

Pickleball Court & Parking Lot

Ladysmith, BC

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INSTRUCTIONS AND CONDITIONS TO TENDERERS

1.0 DEFINITIONS

1.1 In the Tender Documents the following words have the following meanings, unless the context otherwise requires:

"Contract" means an agreement for the performance of the Work to be executed by the Town and the Tenderer to whom the Work is awarded as applicable;

The Town of Ladysmith is referred to as **"the Town"**;

The successful tenderer is referred to as **"the Supplier"**;

The Director of Infrastructure Services is referred to as **"the Director"**;

"Tender Closing Date and Time" means the date and time stipulated in section 2 for the receipt of Tenders;

"Tender Documents" means the Invitation to Tender, the Form of Tender, the Instructions and Conditions of Tendering, the Tender Specifications and all addenda; and

"Work" means all work to be done, performed, and completed by the Tenderer under the Contract if awarded the Tender by the Town.

2.0 TENDER CLOSING DATE AND TIME

2.1 Sealed Tenders, made on the Tender Form provided, together with all other Tender Documents required will be received by the receptionist at the main reception desk addressed to:

**Manager of Corporate Services,
The Town of Ladysmith
City Hall
410 Esplanade
PO BOX 220
Ladysmith, BC, V9G 1A2**

2.2 Tenders will be received up to 1:30 p.m. PST, November 19th, 2025.
Tenders received after the closing time will be returned unopened.

The Tender Form being submitted must be signed by an authorized representative of the tenderer.

An award from this tender may require the approval of Town Council which, at its sole and unfettered discretion, can accept or reject any tender offered.

No tenderer may withdraw their tender within 60 days after the actual date of opening.

Tenderers are responsible for all costs relating to the preparation and submission of tenders.

This tender and any subsequent contracts resulting from this tender shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.

It is the Tenderer's responsibility to allow sufficient time for their agent to deliver their Tender by the time and date specified above. The Tenderer should instruct their delivery agent to have the receptionist at the main reception desk at the City Hall time and date stamp the Tender. The Town will apply its date stamp upon receipt of Tenders delivered by Canada Post or courier.

3.0 TENDER OPENING

3.1 Tenders will be opened publicly at 1:45 p.m. PST, November 19th, 2025 at Ladysmith City Hall, 410 Esplanade, Ladysmith (corner of Roberts Street and Trans-Canada Highway).

4.0 TENDER SUBMISSION

4.1 Late Tenders will not be accepted, opened, or considered and will be returned unopened to the Tenderer upon the Town determining that the Tender was submitted after the Closing Date and Time.

5.0 FORM OF TENDER

5.1 Tenders must be submitted on the form of the Tender Documents provided.

6.0 AMENDMENT OR WITHDRAWAL

6.1 Tenders may be amended or withdrawn, provided written notice is received by the receptionist at the main reception desk at the City Hall prior to the stipulated closing time on the Closing Date.

6.2 Revisions to bid prices should state changes to unit prices only.

6.3 No revisions or withdrawals will be accepted after the Closing Date and Time.

7.0 APPENDICES TO BE COMPLETED

7.1 Tenderers must complete and submit as part of the Tender all Appendices that form part of the Tender Documents other than the Contract General Conditions attached as Part III – Supplementary & Special Conditions

- 7.2 Any deviations from the specifications shall be separately noted in the space provided on the specification sheets, with separate information required attached.

8.0 PRICES AND GST

- 8.1 Prices quoted are to be in Canadian dollars. Goods and Services Tax (GST) is to be shown as a separate item on the Form of Tender.

The prices shown as UNIT COSTS/HOURLY RATES on the Tender Form shall include all material costs, labour costs, and any other charges so as to be the final cost to the Town.

9.0 ORAL, EMAIL AND FACSIMILE TENDERS NOT ACCEPTED

- 9.1 Oral, electronic mail or facsimile Tenders or amendments to Tenders will **not** be accepted.

10.0 Completion of Tender and Errors

All prices and notations must be typewritten or written in ink. No erasures or additions to the Tender Documents are permitted. In the case of mistake in extension of price, unit price will govern.

In case of mistake by the Tenderer, the mistake must not be erased but crossed out with the correction typewritten or written in ink adjacent thereto and such corrections must be initialed by the Tenderer's authorized signing officer or employee referred to in section 10 of the Instructions to Tenderers.

11.0. SIGNATURE REQUIRED

All Tenders must be signed in the place provided on the front page and on the Form of Tender by an officer or employee having authority to bind the Tenderer by his or her signature.

12.0. BID IRREVOCABLE

The Tenderer agrees that in submitting a Tender, the Tender will be irrevocable and remain open for acceptance by the Town for 60 (sixty) calendar days from the day following the Closing Date and Time.

No Tender may be withdrawn after the Closing Date and Time without the written consent of the Town, which may be withheld in its sole discretion.

13.0. MISTAKE IN TENDER DOCUMENTS

If the Tenderer discovers or suspects any ambiguity between any of the items included as part of the Tender Form or any addenda, the Tenderer shall seek clarification from the Town, in writing, before submitting a Tender.

If deemed necessary by the Town, and in its sole discretion, an addendum will be issued to all parties that have indicated an interest in submitting a Tender. The Town reserves the right to revise, expand or delete any portion of the Tender Documents as part of the addendum.

Requests for clarifications must be submitted to the Town in writing and received not less than five (5) working days before the Tender Closing Date.

An addendum issued under this section will be considered to form part of the Tender Documents.

14.0. TENDER AWARD

The Town reserves the right to reject any or all Tenders and the lowest or any Tender will not necessarily be accepted.

Without limiting the generality of section 8.1, the Town reserves the right to:

- waive any informality or irregularity in a Tender;
- reject a Tender which contains qualifying conditions or otherwise fails to conform to these Tender Documents;
- reject any single Tender if only one Tender is received;
- make decisions regarding Tender acceptance with regard to:
 - compliance with specifications, warranties, lead times, price and any other such factors as may be relevant factors in determining which Tender will provide the Town with the best value based on quality, service and price;
 - the overall cost impact of the Tender on the operations of the Town including, where applicable, factors such as acquisition cost, disposal cost, residual value, training cost, maintenance cost, product performance and environmental impact;
 - the reputation and experience of the Tenderer and of the Tenderer's staff to be allocated to the Work, the supply of the goods and services or the supply of any equipment required by this Tender;

- the technical experience, financial resources, and environmental responsibility of the Tenderer;
- the Town's assessment of the capability of the Tenderer to perform the Work within the timeframe required by the Town; and
- demonstration that the Work undertaken will meet or exceed requirements of environmental standards; and
- award the Work based on the best value to the Town based on quality, service, and price, and any criteria set out herein based solely on the Town's assessment of the tender.

15.0. NO DUTY OF CARE

It is the responsibility of the Tenderer to thoroughly examine the Tender Documents, including any attachments and appendices, to satisfy itself regarding the full requirements of the Tender and the Work.

While the Town has made reasonable efforts in good faith to ensure an accurate representation of information in this Tender, the information contained herein is supplied solely as a guideline for Tenderers, and the Town does not warrant or represent such information to be accurate, or complete.

The Tenderer acknowledges and agrees that in the preparation of the Tender, supply of oral or written information to Tenderers, review of Tenders or the carrying out of the Town's responsibilities under this Tender, the Town does not owe a duty of care to the Tenderers, and waives for itself, its successors and assigns, the right to sue the Town in tort for any loss, including economic loss, costs, expenses, losses, damages, or liability incurred by the Tenderer as a result of or arising out of any error, omission or misrepresentation occurring in the preparation of the Tender Documents, supply of oral or written information to Tenderers, review of Tenders or any document submitted in response to the Invitation to Tender.

Tenderers are solely responsible for their own expenses in preparing a Tender and for subsequent negotiations, if any. If the Town elects to reject any or all Tenders, or to cancel the Tender for any reason, the Tenderer acknowledges and agrees that the Town will not be liable to any Tenderer for any claims, including, without limitation, costs or damages incurred by the Tenderer in preparing the Tender, or loss of any anticipated profit in connection with the Work contemplated by this Tender, or any other matter whatsoever.

16.0 QUERIES

- 16.1 All enquiries regarding the tender submission process may be directed to Sue Bouma, Manager of Corporate Services Phone: (250) 245-6419 or Email: bid@ladysmith.ca.
- 16.2 All queries regarding the technical specifications forming part of this Tender may be made by contacting Charles Ramos at cramos@cascara.ca.

17.0 ADDITIONAL INSTRUCTIONS

- 17.1 A non-mandatory site meeting for Contractors is scheduled for 9:00 a.m. PST, November 14th, 2025. The meeting place will be at Forrest Field, Ladysmith, BC.
- 17.2 The Tenderer will be designated as the Prime Contractor and shall fulfil the Prime Contractor responsibilities as defined in:
- 17.2.1 WorkSafeBC Occupational Health and Safety Regulation, Notice of project, Section 20.2, and Coordination of multiple employer workplaces, Section 20.3;
 - 17.2.2 Workers Compensation Act (BC), Coordination at multiple-employer workplaces, Section 118, Subsections (1) & (2); and
 - 17.2.3 General requirements, Section 3.10 WorkSafeBC.
- 17.4 The proposed construction completion date is to be October 31st, 2026 at the latest. Construction commencement date is flexible.
- 17.5 Construction activities, including staging, is not to impact use of the existing fields and facilities within the park.
- 17.6 The bike park and water service work is to be an optional item, dependent on pricing. The Town will determine if this work will be part of the final contract after receiving all of the project bids.

18.0 SECURITY REQUIREMENTS

- 18.1 A bid bond issued by a surety licensed to carry on the business of suretyship in British Columbia in a form reasonably satisfactory to the Owner to be included with all Tenders.
- 18.2 A Tender must be accompanied by a "Consent of Surety", issued by a surety licensed to carry on the business of suretyship in British Columbia. The Consent of Surety is to guarantee that a Performance Bond and Labour and Material Payment Bond, each equal to fifty percent (50%) of the total tender price plus GST, will be issued by the bonding company in accordance with paragraph 5.1.1.1 of the Form of Tender.

End of Section

PART II

GENERAL CONDITIONS

GENERAL CONDITIONS

The following general conditions take precedence over any and all related articles listed in Part III - CCDC – Civil Works Contract

1. Payment

- 1.1 Payment by the Town, subject to any holdbacks under the *Builder's Lien Act (British Columbia)* or any amounts held back under the Contract for deficiencies or other reason, will be made within thirty (30) days after completion of the Work and/or delivery of tendered equipment, receipt of invoice, and acceptance by the Town. The Work will not be accepted for payment until all conditions and tendered specifications have been met.

2. Notices

- 2.1 Any notice required to be given in this contract shall be deemed to be duly given to the Town if sent by registered mail addressed to the Town of Ladysmith, PO BOX 220, Ladysmith, BC V9G 1A2 and to the contractor if sent by registered mail at the address set forth in the Tender.

3. Ownership of Tender & Freedom of Information and Confidentiality

- 3.1 All documents submitted in response to this Tender shall become the property of the Town and as such will be subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act*.
- 3.2 The Tenderer should advise the Town in writing if any information is supplied as part of the Tender processing confidence and to which section 21 of the *Freedom of Information and Protection of Privacy Act* applies.

4. Queries

- 4.1 All queries regarding the technical specifications forming part of this Tender may be made by contacting Charles Ramos at cramos@cascara.ca or 250-591-7364.

5. INDEMNIFICATION

- 5.1 In carrying out these works, the Supplier will act as an independent contractor and must agree to keep the Town indemnified against any and all claims, actions or demands that may be brought, made or arise in respect of anything done or omitted to be done by its employees who shall be and remain at all times and for all purposes, the servants or employees of the Supplier.

6. INSURANCE

6.1 The Supplier shall submit to the Town, upon acceptance of the tender, a Certificate of Insurance containing the following:

- a provision naming Town of Ladysmith as an additional insured to the Liability Policy;
- a Cross Liability Clause;
- Comprehensive General Liability in an amount not less than **\$5,000,000.00**;
- A provision requiring the Insurer to give the Town 30 days' notice of cancellation or lapsing or any material change in the insurance policy; and
- Liability insurance in an amount not less than **\$5,000,000.00** with the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind.

7. SAFETY

7.1 In tendering for this work, the Supplier, when called upon to enter into a contract with the Town, will be bound to comply with and be subject to the provisions, rules and regulations of the Workers' Compensation Act, and with all other Statutes and Municipal by-laws pertaining to the work.

7.2 All materials delivered, and services provided must be in accordance with all laws, regulations and requirements of B.C. Workers' Compensation Board and Occupational Health and Safety Legislation.

7.3 Proof of WorkSafe registration must be submitted, along with proof of up-to-date assessment payment, prior to commencement of work.

8. SUB-CONTRACTING

8.1 Sub-contracting of work is not permitted without prior approval, in writing, from the Director of Parks, Recreation & Culture.

9. QUANTITIES

9.1 Anticipated quantities listed in the Tender Forms are estimated annual requirements based on historical and anticipated usage. The Town will not be responsible for any variations in usage.

10. CANCELLATION

10.1 The Town reserves the right to cancel this Tender at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Tenderer as a result of that cancellation.

10.2 The Town reserves the right to cancel the Contract, at its sole and absolute

discretion, with 30 days' written notice to the Contractor, and the Contractor will have no rights or claims against the Town. Cancellation would not, in any manner whatsoever, limit the Town's right to bring action against the Contractor for damages for breach of contract.

11. TENDERERS' EXPENSES

- 11.1 Tenderers are solely responsible for all their own costs/expenses relating to the preparation and submission of tenders. If the Town elects to reject all tenders, the Town will not be liable to any Tenderer for any claims, whether for costs or damages incurred by the tenderer in preparing the tender, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

12. LIMITATION OF DAMAGES

- 12.1 Without limiting the provision of the previous clause, the Tenderer, by submitting a Tender, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, including any costs incurred by the Tenderer in preparing its Tender and the Tenderer, by submitting a Tender, waives any claim for loss of profits if no Contract is made with the Tenderer.

13. RESPONSIBILITY OF TENDERERS

- 13.1 Each Tenderer is responsible for informing themselves as to the contents and requirements of this Tender including the Town's Purchasing Policy, which governs the award of this Tender. The Purchasing Policy may be requested from City Hall. Each Tenderer is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the Tender and to prepare and submit their tender. The Town will not be responsible for any loss, damage or expense incurred by a tenderer as a result of any inaccuracy or incompleteness in this tender, or as a result of any misunderstanding or misinterpretation of the terms of the Tender on the part of any Tenderer.
- 13.2 If a Tenderer is in doubt as to the true meaning of any part of this Tender, or finds omissions, discrepancies or ambiguities, a request for interpretation or correction may be submitted to the office of the Manager of Corporate Services and, if deemed necessary by the Town, an addendum will be issued to all firms registered as having received this Tender. This procedure also applies should the Town, of its own accord, wish to expand or delete any part of this Tender.

14. ACCURACY OF INFORMATION

- 14.1 The Town makes no representation or warranty, either expressed or implied, with respect to the accuracy or completeness of any information contained in or referred to in the Tender.

15. DISPUTE RESOLUTION

- 15.1** In the event of a dispute between the Town and the Supplier, both parties agree to appoint representatives who, in good faith, will use their best efforts to resolve the dispute.
- 15.2** Should the representatives be unable to promptly resolve the dispute, both parties shall agree to continue the work as required, being understood that neither party will jeopardize any claim that they may have.
- 15.3** Further to clause 15.2, both parties agree to resolve the dispute using a single arbitrator as provided for under the Commercial Arbitration Act of British Columbia with the costs being split equally between the parties.

16. VERBAL STATEMENTS

- 16.1** Any verbal representations, promises, statements or advice made by any employees of the Town, other than that offered through the Manager of Corporate Services, should not be relied upon.

PART III

CIVIL WORKS CONTRACT

(CCDC 18)

civil works contract

Project: Town of Ladysmith

Lot 108
Pickleball Court & Parking Lot
Ladysmith, BC

Apply a CCDC 18 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 18 – 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.



Canadian Construction Documents Committee

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CCDC 18 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 18 can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 18.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on the _____ day of _____ in the year _____.

by and between

Town of Ladysmith

hereinafter called the "*Owner*"

and

hereinafter called the "*Contractor*"

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

ARTICLE A-1 THE WORK

The *Contractor* shall:

- 1.1 perform the *Work* required by the *Contract Documents* for Lot 108 - Pickleball Court & Parking Lot

insert above the title of the Work

located at Ladysmith, BC

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which Cascara Consulting Engineers Limited

insert above the name of the Consultant

is acting as and is hereinafter called the "*Consultant*" and
- 1.2 do and fulfill everything indicated by the *Contract Documents*, and
- 1.3 commence the *Work* by the _____ 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 _____

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

ARTICLE A-3 CONTRACT DOCUMENTS

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

- Agreement Between Owner and Contractor
- Definitions
- The General Conditions of the Contract
- * Part II - Supplementary and Special Conditions

Part IV - Tender Form

Appendix A - Design Drawings

FORREST FIELD - PHASE 2 - CIVIL DRAWINGS

- C01 REV. B GENERAL NOTES, LOCATION PLAN & DRAWING LIST
- C02 REV. B SITE OVERVIEW
- C03 REV. B PICKLEBALL COURT & PARKING LOT SERVICING & GRADING
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- C07 REV. B EROSION AND SEDIMENT CONTROL PLAN
- C08 REV. B BIKE PARK PLAN

FORREST FIELD - PHASE 2 - ELECTRICAL DRAWINGS

- E1.01 REV. 2 SITE PLAN PARKING LOT LIGHTING LAYOUT

- * (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g.:
- Supplementary Conditions;
 - Schedule of Prices;
 - 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;
 - Information documents, or parts thereof, to be incorporated in the Contract Documents identifying them by title, date, name of preparer and, if not included in their entirety, the page or sheet numbers to be included).

ARTICLE A-4 CONTRACT PRICE

- 4.1 * *Unit Prices* form the basis for payment of the *Contract Price*. Quantities in the *Schedule of Prices* are estimated. The estimated *Contract Price*, which is the total extended amount indicated in the *Schedule of Prices*, is:

OR

~~* A lump sum stipulated price forms the basis for payment of the *Contract Price*. The *Contract Price* is:~~

**(Manually strike out inapplicable paragraph)*

_____/100 dollars \$ _____

- 4.2 All amounts are in Canadian funds and exclude Value Added Taxes.
- 4.3 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 _____ ten _____ percent (_____ 10 _____ %), 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 two percent (2%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded and adjusted on a monthly basis. The prime rate shall be the rate of interest quoted by _____ Royal Bank of Canada _____ for prime business loans. *(Insert name of chartered lending institution whose prime rate is to be used)*
 - .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions - DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until 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 Ladysmith City Hall, 410 Esplanade, PO Box 220, Ladysmith, BC, V9G 1A2

street and number and postal box number if applicable

post office or district, province or territory, postal code

The *Contractor* at _____

street and number and postal box number if applicable

post office or district, province or territory, postal code

The *Consultant* at #203-335 Wesley Street, Nanaimo, BC, V9R 2T5

street and number and postal box number if applicable

post office or district, province or territory, postal code

ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~* language shall prevail.
* (Complete this statement by striking out inapplicable term)

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

ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

Owner

name of Owner

signature

name and title of person signing

signature

name and title of person signing

WITNESS

signature

name and title of person signing

Contractor

name of Contractor

signature

name and title of person signing

WITNESS

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. **Change Directive**
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon an adjustment in *Contract Price* and *Contract Time*.
2. **Change Order**
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
 - a change in the *Work*;
 - the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
 - the extent of the adjustment in the *Contract Time*, if any.
3. **Construction Equipment**
Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.
4. **Consultant**
The *Consultant* is the person or entity identified as such in the Agreement. The *Consultant* is the Engineer or other entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.
5. **Contract**
The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities, and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.
6. **Contract Documents**
The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.
7. **Contract Price**
When *Unit Prices* form the basis of payment, the *Contract Price* is the sum of the product of each *Unit Price* stated in the *Schedule of Prices* multiplied by the appropriate actual quantity of each item that is incorporated in or made necessary by the *Work*, plus lump sums, if any, and allowances, if any, stated in the *Schedule of Prices*. When a lump sum stipulated price forms the basis of payment, the *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
8. **Contract Time**
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.
9. **Contractor**
The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.
10. **Drawings**
The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location, and dimensions of the *Work*, generally including plans, elevations, sections, details, schedules, and diagrams.
11. **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*.
12. **Place of the Work**
The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

13. **Product**
Product or *Products* means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.
14. **Project**
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
15. **Provide**
Provide means to supply and install.
16. **Schedule of Prices**
The *Schedule of Prices* is the schedule listed in Article A-3 - CONTRACT DOCUMENTS identifying items of work, estimated quantities, units of measure, and *Unit Prices*.
17. **Shop Drawings**
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
18. **Specifications**
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, and the services necessary for the performance of the *Work*.
19. **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*.
20. **Substantial Performance of the Work**
Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
21. **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*.
22. **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*.
23. **Temporary Work**
Temporary Work means temporary supports, structures, facilities, services, and other temporary things, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.
24. **Unit Price**
A *Unit Price* is the amount payable for a single unit of work as stated in the *Schedule of Prices*.
25. **Value Added Taxes**
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which is by the *Contractor* as imposed by the tax legislation.
26. **Work**
The *Work* means the total construction and related services required by the *Contract Documents*.
27. **Working Day**
Working Day means a day other than a Saturday, Sunday, statutory holiday or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS OF THE CIVIL WORKS 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 Except for the provisions of article 12.3.6, nothing contained in the *Contract Documents* shall create any contractual relationship between:
 - .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any 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 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.7 If there is a conflict within the *Contract Documents*:
 - .1 the order of priority of documents, from highest to lowest, shall be
 - the Agreement between the *Owner* and the *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - the *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .4 later dated documents shall govern over earlier documents of the same type.
- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings*, and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings*, and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.10 Models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, *Consultant*, or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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* may 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*.
- 2.2.3 The *Consultant* will review the *Work* at intervals appropriate to the progress of construction to:
 - .1 become familiar with the progress and quality of the *Work*,
 - .2 determine if the *Work* is proceeding in general conformity with the *Contract Documents*, and
 - .3 verify quantities of *Work* performed under a *Schedule of Prices*.
- 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 5.6 - PROGRESS PAYMENT, and GC 5.10 - 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 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. With respect to claims, the *Consultant* will make findings as set out in GC 6.6 - CLAIMS, paragraph 6.6.5.
- 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 5.7 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.13 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information, and belief. By issuing any certificate, the *Consultant* does not guarantee the Work is correct or complete.
- 2.2.14 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.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances of the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly 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 products and use the *Owner's* or other contractor's construction equipment to execute their work;
 - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
 - .3 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
- 3.2.4 Where the *Contract Documents* identify the work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall coordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces and interface as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and interface 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.
- 3.2.6 Disputes, and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

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

GC 3.4 DOCUMENT REVIEW

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

GC 3.5 CONSTRUCTION SCHEDULE

3.5.1 The *Contractor* shall:

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

GC 3.6 SUPERVISION

- 3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while the *Work* is being performed. The appointed representative shall not be changed except for valid reason.
- 3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work* and notices and instructions given to the appointed representative by the *Consultant* shall be held to have been received by the *Contractor*.

GC 3.7 LAYOUT OF THE WORK

- 3.7.1 The *Owner* shall, in consultation with the *Contractor*, establish reference points for construction which are necessary for the *Contractor* to proceed with the *Work*.
- 3.7.2 The *Contractor* shall be responsible for laying out the *Work*, shall preserve and protect the established reference points, and shall not change or relocate the established reference points without the approval of the *Consultant*.
- 3.7.3 The *Contractor* shall advise the *Consultant* whenever any established reference point is lost, destroyed, damaged, or requires relocation as a result of the *Contractor's* operations. The cost to reestablish any reference point that is lost, destroyed, damaged, or requires relocation as a result of the *Contractor's* operations, shall be at the *Contractor's* expense.

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 which 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 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 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.11.2 The *Contractor* shall review all *Shop Drawings* prior to submission to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all field measurements, field construction conditions, materials, *Product* requirements, catalogue numbers, and similar data or will do so; and
 - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Contract Documents*.
- 3.11.3 The *Contractor* shall confirm the review of each shop drawing by stamp, date, and signature of the person responsible for the review. 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 Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of 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 safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.14.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.7 - SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment* and *Temporary Work* not required for the performance of the remaining work.
- 3.14.3 Prior to application for the final certificate for payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where costs under any cash allowance exceed the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where costs under any cash allowance are less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the 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*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall notify the *Contractor* in writing of any material change in the *Owner's* financial arrangements during performance of the *Contract*.

GC 5.2 BASIS OF PAYMENT FOR UNIT PRICE WORK

- 5.2.1 Payment for *Unit Price* work shall be based on the *Unit Prices* in the *Contract*.
- 5.2.2 The *Contractor* shall measure the *Work* and the *Consultant* will verify such measurements to determine payment to the *Contractor* in accordance with the measurement provisions of the *Contract Documents*.

GC 5.3 BASIS OF PAYMENT FOR LUMP SUM WORK

- 5.3.1 Payment for lump sum work shall be based on the stipulated price(s) in the *Contract*.

GC 5.4 BASIS OF PAYMENT FOR COST PLUS WORK

- 5.4.1 Payment for cost plus work shall be based on the cost of such work, as provided in paragraph 5.4.2, plus a fee calculated as a percentage of the cost of such work, for the *Contractor's* overhead and profit. The percentage amount shall be as provided in the *Contract Documents* but shall not be applied to the cost of *Construction Equipment* when such cost is based on rates which already include the *Contractor's* overhead and profit.
- 5.4.2 The cost of cost plus work shall be at rates prevailing in the locality of the *Place of the Work* and shall include the following cost elements as applicable to such work:
- .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* personnel, when stationed at the field office, in whatever capacity employed; or 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 employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraphs 5.4.2.1 and 5.4.2.2;
 - .4 travel and subsistence expenses of the *Contractor's* personnel described in paragraphs 5.4.2.1 and 5.4.2.2;
 - .5 the cost of all *Products* including cost of transportation thereof;

- .6 the cost of materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation, and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
 - .7 the cost of all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery cost thereof;
 - .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 10.3 - 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 items incurred in relation to the performance of the *Work*;
 - .16 the cost of removal and disposal of waste products and debris; and
 - .17 cost incurred due to emergencies affecting the safety of persons or property.
- 5.4.3 The *Contractor* shall obtain the *Owner's* approval prior to subcontracting or entering into other agreements for cost plus work.
- 5.4.4 The *Consultant* may refuse to certify payment for all or part of the cost of any item under any cost element, where the item in question was unsuitable, unnecessary or the cost was otherwise improperly incurred in the performance of the *Work*.
- 5.4.5 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of cost plus work and shall provide the *Consultant* with copies thereof when requested.
- 5.4.6 The *Owner* shall be afforded reasonable access to all of the *Contractor's* books, records, correspondence, instructions, drawings, receipts, vouchers, and memoranda related to the cost of cost plus work, and for this purpose the *Contractor* shall preserve such records for a period of one year from the date of *Substantial Performance of the Work*.

GC 5.5 APPLICATIONS FOR PROGRESS PAYMENT

- 5.5.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.5.2 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.
- 5.5.3 Where the basis of payment of the *Contract Price* is *Unit Prices*, applications for payment shall include quantity measurements and any other data requested by the *Consultant* to assist the *Consultant* in evaluating the application and verifying quantity measurements.
- 5.5.4 Where the basis of payment of the *Contract Price* is a lump sum stipulated price:
- .1 the *Contractor* shall submit to the *Consultant*, at least 10 *Working 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;
 - .2 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; and
 - .3 the *Contractor* shall include a statement based on the schedule of values with each application for payment.

- 5.5.5 Where the basis of payment for a portion of the *Work* is cost plus, applications for payment shall be based on the cost of the work performed plus the amount of the fee earned, in accordance with GC 5.4 - BASIS OF PAYMENT FOR COST PLUS WORK.
- 5.5.6 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.6 PROGRESS PAYMENT

- 5.6.1 The *Consultant* will issue to the *Owner*, no later than 5 *Working 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.
- 5.6.2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT no later than 5 *Working Days* after the date of a certificate for payment issued by the *Consultant*.
- 5.6.3 Where the basis of payment of the *Contract Price* is *Unit Prices*, quantities for progress payments shall be considered approximate until final verification of quantities by the *Consultant*. A certificate for progress payment shall not be construed as the *Consultant's* final verification of quantities. Final verification of quantities will be made after all work of an item is completed.

GC 5.7 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.7.1 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*.
- 5.7.2 No later than 15 *Working 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 notify the *Contractor* whether the *Work* or the designated portion of the *Work* is substantially performed.
- 5.7.3 The *Consultant* will state the date of *Substantial Performance of the Work* or designated portion of the *Work* in a certificate.
- 5.7.4 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.8 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.8.1 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 or affirmed statement that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.8.2 After the receipt of an application for payment from the *Contractor* and the sworn or affirmed statement as provided in paragraph 5.8.1, the *Consultant* will issue a certificate for payment of the holdback amount.

- 5.8.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 5 *Working Days* prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.8.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice, or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.8.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable no later than 30 days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.9 PROGRESSIVE RELEASE OF HOLDBACK

- 5.9.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first *Working Day* following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*.
- 5.9.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.9.3 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 5.10 FINAL PAYMENT

- 5.10.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.10.2 The *Consultant* will, no later than 15 *Working Days* after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and notify the *Contractor* that the application is valid or give reasons why it is not valid.
- 5.10.3 When the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.10.4 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 *Working Days* after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.11 WITHHOLDING OF PAYMENT

- 5.11.1 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 5.12 NON-CONFORMING WORK

- 5.12.1 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

GC 6.1 CHANGES

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

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* or the *Contract Time* is proposed or required, the *Consultant* will provide notice in writing to the *Contractor* describing the proposed change. The *Contractor* shall present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment of the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change.
- 6.2.2 The method of adjustment of the *Contract Price* presented by the *Contractor* may be:
- .1 *Unit Prices* listed in the *Schedule of Prices* that are applicable to the change in the *Work* or, if *Unit Prices* listed in the *Schedule of Prices* are not directly applicable, by unit prices deduced or extrapolated from such *Unit Prices*,
 - .2 a lump sum or unit price quotation, or
 - .3 the cost plus method as provided in GC 5.4 - BASIS OF PAYMENT FOR COST PLUS WORK.
- 6.2.3 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 A *Change Directive* shall only be used by the *Owner* to direct a change in the *Work* that is within the general scope of the *Contract Documents*.
- 6.3.3 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.

- 6.3.4 The adjustment in the *Contract Price* for a change in the *Work* carried out by way of a *Change Directive* shall be on the basis of the *Contractor's* actual expenditures and savings attributable to the change. If a change in the *Work* results in expenditures only, the change in the *Work* shall be valued as cost plus work in accordance with GC 5.4 - BASIS OF PAYMENT FOR COST PLUS WORK.
- 6.3.5 If a change in the *Work* results in savings only, the amount of the credit shall be the actual cost savings to the *Contractor*, without deduction for overhead or profit.
- 6.3.6 If a change in the *Work* results in both expenditures and savings, the change in the *Work* shall be valued as specified in GC 6.3.4 and GC 6.3.5, except that overhead and profit on the cost plus work shall be payable only on the net increase, if any, with respect to that change in the *Work*.
- 6.3.7 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.
- 6.3.8 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.
- 6.3.9 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, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*;
- then the observing party shall 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, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.
- 6.4.4 The *Contractor* shall not be entitled to an adjustment in the *Contract Price* or the *Contract Time* if such conditions were reasonably apparent prior to the time of bid closing.

GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant*, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any other cause beyond the *Contractor's* control, other than one resulting from a default of or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*.
- 6.5.4 No extension shall be made for delay unless notice in writing of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of delay, providing however, that in the case of a continuing cause of delay only one notice shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.9 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made and not then, unless the request is reasonable.

GC 6.6 CLAIMS

- 6.6.1 If the *Contractor* intends to make a claim for additional payment, or if the *Owner* intends to make a claim for a credit to the *Contract Price* or for damages of any kind, the party that intends to make the claim shall give notice in writing of intent to claim to the other party and to the *Consultant* as soon as practicable, but no later than 10 *Working Days* after commencement of the event or series of events giving rise to the claim. Failure to provide such notification shall invalidate the claim.
- 6.6.2 Upon commencement of the event or series of events giving rise to the claim, the party intending to make a claim shall:
- .1 take all reasonable measures to mitigate any loss or damage which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 Within 30 *Working Days* after commencement of the event or series of events giving rise to the claim, or such other reasonable time as may be agreed by the *Consultant*, the party making the claim shall submit to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account with 30 *Working Days* after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by notice in writing to the other party within 30 *Working Days* after receipt thereof by the *Consultant*, or such other time period as may be agreed by the parties. If such finding is not acceptable to both parties, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

GC 6.7 QUANTITY VARIATIONS

- 6.7.1 The *Owner* or the *Contractor* may request an adjustment to a *Unit Price* contained in a *Schedule of Prices* included in the *Contract* provided that the actual quantity of the item in the *Schedule of Prices* exceeds or falls short of the estimated quantity by more than 15%.
- 6.7.2 Where the actual quantity exceeds the estimated quantity by more than 15%, a *Unit Price* adjusted pursuant to paragraph 6.7.1 shall apply only to the quantity that exceeds 115% of the estimated quantity.

- 6.7.3 Where the actual quantity falls short of the estimated quantity by more than 15%, a *Unit Price* adjusted pursuant to paragraph 6.7.1 shall not exceed the *Unit Price* that would cause the extended amount to equal the original extended amount derived from the original *Unit Price* and estimated quantity.
- 6.7.4 If either party requests adjustment of a *Unit Price*, both parties shall make all reasonable efforts to agree on a revised *Unit Price*. The agreed revised *Unit Price* shall be recorded in a Change Order.
- 6.7.5 If agreement on a revised *Unit Price* is not reached, the matter shall be subject to final determination in accordance with Part 8 - DISPUTE RESOLUTION. Pending determination of the revised *Unit Price*, payment for the *Work* performed shall be included in progress payments based on the unrevised *Unit Price*.

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* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, by giving the *Contractor* or receiver or trustee in bankruptcy notice in writing, terminate the *Contract*.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, 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* delivered to the *Place of the Work*, subject to the rights of third parties, and 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* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, by giving the *Owner* or receiver or trustee in bankruptcy notice in writing, terminate the *Contract*.
- 7.2.2 If the *Work* is stopped or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, 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 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* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION, AND ARBITRATION

- 8.2.1 In accordance with the latest edition of the Rules for Mediation of Construction Disputes as provided in CCDC 40, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Day* period, within 10 *Working Days* after either party by notice in writing requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a notice in writing of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a notice in writing of reply to the dispute within 10 *Working Days* after receipt of 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 Construction Disputes as provided in CCDC 40.
- 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 Construction Disputes as provided in CCDC 40. 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 Before commencing any work, the *Contractor* shall determine the location of all known underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property, or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for the making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 - 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 If the *Contractor* has caused damage to the work of another contractor on the *Project*, the *Contractor* shall upon due notice in writing 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* in writing 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.
- 9.2.3 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

- 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 are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.

- 9.3.3 The *Owner* shall take all reasonable steps to ensure that no person suffers injury, sickness, or death and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.3.4 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 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 at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not 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 damaged or destroyed as a result of exposure to or the presence of the substances, 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 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 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 9.4 ARTIFACTS AND FOSSILS

- 9.4.1 Fossils, coins, articles of value or antiquity, structures, and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.4.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.4.1, and shall notify the *Consultant* immediately upon discovery of such items.
- 9.4.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.4.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.

GC 9.5 CONSTRUCTION SAFETY

- 9.5.1 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 or 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*.

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 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 Except for the permits and fees, including those required under paragraph 10.2.3, which the *Contract Documents* specify as the responsibility of the *Contractor*, the *Owner* shall obtain and pay for all necessary approvals, permits, permanent easements, and rights of servitude.
- 10.2.3 The *Contractor* shall obtain and pay for permits, licenses, inspections and certificates necessary for performance of the *Work* and customarily obtained after signing of the *Contract*.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall 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.
- 10.2.6 If the *Contractor* fails to notify the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses, and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 - CLAIMS.

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 AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain, and pay for the 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 *Work* 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*, the *Consultant*, and all *Subcontractors*, 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 5 *Working 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 5 *Working 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 all risk 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 unearned 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 5.5 - APPLICATIONS FOR PROGRESS PAYMENT and GC 5.6 - 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 5.5 - APPLICATIONS FOR PROGRESS PAYMENT and GC 5.6 - PROGRESS PAYMENT.

.5 Contractors' Equipment Insurance:

"All risks" contractors' equipment insurance covering *Construction 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 CONTRACT SECURITY

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

PART 12 INDEMNIFICATION — WAIVER — 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 indemnify 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 *Owner* including 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 or GC 10.3 - PATENT FEES.

12.2.3 GC 12.2 - WAIVER OF CLAIMS shall govern over the provisions of paragraph 1.3.1 of GC 1.3 - RIGHTS AND REMEDIES, GC 6.6 - CLAIMS, and GC 9.2 - DAMAGES AND MUTUAL RESPONSIBILITY.

GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 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 which occur during the one-year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.3.
- 12.3.6 Any extended warranties required beyond the one-year warranty period, as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibility of the warrantor.



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

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Canadian Construction Documents Committee
400 - 75 Albert Street
Ottawa, Ontario K1P 5E7
Tel: (613) 236-9455
Fax: (613) 236-9526
www.ccdc.org

PART IV
TENDER FORM

FORM OF TENDER

Date:

We the undersigned have received and carefully reviewed all of the Tender Documents, including the Addenda listed below, have full knowledge of the location of the Work and certify that we have complied with the Instructions to Tenderers.

Provided that this Tender is accepted within 60 calendar days from the Closing Date and Time, the undersigned offers and agrees to provide all labour and material to perform and complete the Work as specified in and in strict compliance with the Tender Documents, at the prices quoted in the Tender Documents, within the time specified, and in accordance with the terms and conditions set forth in the Tender Documents.

The undersigned undertakes to achieve substantial completion of the Work that is the subject of the Tender within _____ calendar days from award of the contract under this Tender.

The Tenderer is an ☐ Individual ☐ Partnership ☐ Corporation (check where applicable)

incorporated under the laws of

Name and Address of Individual, Partnership, or Corporation Tendering:

Signature and Title of person authorized to sign Tender:

(Print or type name under signature)

.....
.....
.....
.....

Telephone:

Facsimile:

Addenda

Tenderer's Initials

Acknowledgment is hereby made of receipt and inclusion of the following addenda to the Tender Documents:

Addendum

No. _____ dated _____; _____ pages

No. _____ dated _____; _____ pages

No. _____ dated _____; _____ pages

No. _____ dated _____; _____ pages

Note: If the Tender is by joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above

Tenderer's Initials

Schedule of Prices

The following are our tendered prices for the cost of the work for each item as outlined in the respective pay item descriptions in the Tender Documents.

		Est.			
Item	Description	Qty	Units	Unit Price	Total
Section 1	General Requirements				
1.1	Mobilization / Demobilization	1	ls		
1.2	Location of Works - Project Layout	1	ls		
1.4	2.5m Tall Black Chainlink Fence & Gates	110	m		
1.5	Stairs & Hand Rails	2	ls		
1.6	Construction Fencing	220	m		
Total Section 1					
Section 2	Storm Sewer				
2.1	200mm PVC SDR35 CB Lead	8.5	m		
2.2	450mm PVC SDR35	20	m		
2.3	Catch Basin	1	ea		
2.4	Sandbag Headwall	2	ea		
2.5	Connect to Existing	2	ea		
2.6	Ditch Grading	145	m		
Total Section 2					

Item	Description	Est. Qty	Units	Unit Price	Total
Section 3 Earthworks, Surface Works & Misc.					
3.1	Clearing & Grubbing	0.49	ha		
3.2	Stripping & Common Excavation	0	m ³		
3.3	20mm minus Base Gravels	0	tonne		
3.4	75mm minus Sub-Base Gravels	0	tonne		
3.5	High Fines Surfacing Aggregate	60	m ³		
3.6	Cart Path Material	95	m ³		
3.7	Acrylic Court Surface	670	m ²		
3.8	100mm Topsoil & Seed	1402	m ²		
3.9	Sub-Grade Preparation	3115	m ²		
3.10	Non-mountable Curb & Gutter	0	m		
3.11	Concrete Sidewalk & Slabs (150mm Thick)	290	m ²		
3.12	Concrete Sidewalk & Slabs (100mm Thick)	690	m ²		
3.13	50mm Thick Asphalt	1329	m ²		
3.14	Streetlights, bases, conduit & Wiring	2	ea		
3.15	Tree Planting	32	ea		
3.16	Concrete Wheel Stops	16	ea		
3.17	Net Posts	1	ls		
3.18	Imported Granular Fill	500	m ³		
3.19	Existing Gravel Road Regrading	80	m ²		
Total Section 3					
Section 4 Bike Park Water Service					
4.1	a) Clearing & Grubbing - Bike Park	0.34	ha		
	b) Clearing & Grubbing - Perimeter Trail	0.063	ha		
4.2	25mm Service Pipe & Tracer Wire	85	m		
4.3	Corp. Stop & Saddle	1	ea		
4.4	Water Meter & Meter Box	1	ea		
4.5	Standpipe & Valve	1	ea		
4.6	Class 300 Excavator & Operator Time	100	hr		
Total Section 4					
Total All Sections					

Tenderer's Initials

TENDERER'S QUESTIONNAIRE

We provide the following information in order that the Owner may judge our ability to fulfill the Contract requirements:

1. The size, model and make of the equipment which we will place on the project and use during the course of the work is as follows:

EQUIPMENT	YEAR	SIZE	MAKE	MODEL

2. The average number of employees we will employ and maintain on the project is _____
3. The name of the superintendent that we propose to place on the project and their previous experience on this type of construction is as follows:

Name: _____ Years of Experience _____

Qualifications: _____

4. The Contractor and all Subcontractors must have a current Business Licence. State Contractor's Business Licence Number _____.

Tenderer's Initials

LIST OF SUBCONTRACTORS

It is our intention that the following work will, subject to the Consultant's approval, be subcontracted to the firms indicated below. All other work will be performed by our forces, except as authorized in writing by the Consultant.

Note: In accordance with the Instructions to Tenderers, list only one Subcontractor for each subtrade you propose to subcontract.

SUBTRADE	NAME AND ADDRESS

LIST OF MATERIALS AND SUPPLIERS

The following is a list of suppliers from whom we intend to purchase the various items of material indicated, together with the product brand name or the name of the manufacturer of each.

ITEM	PRODUCT BRAND NAME	SUPPLIER

Tenderer's Initials

SCHEDULE OF FORCE ACCOUNT RATES

The following personnel and equipment rates will form the basis of payment for force account work carried out in accordance with the General Conditions of the Contract.

Personnel:

LIST BY OCCUPATION	HOURLY RATE	OVERTIME RATE
Superintendent		
Foreman		
Labourer		
Flagger		
Others:		

Equipment (Complete with Operator):

DISCRIPTION	HOURLY RATE	OVERTIME RATE
Track Excavator		
Rubber-Tired Backhoe		
Dump Truck		
Dump Truck and Pup		
Compactor		
Excavator with Rock Hammer		
Others:		

Tenderer's Initials

PROPOSED ALTERNATE MATERIALS

We propose using the following materials as alternates to those specified and shown on the drawings. Should any of these proposed alternates be accepted, we will adjust our total Tender in accordance with the price variation shown below. These prices will represent the total cost difference to the Owner for supply and installation of the proposed alternate products in lieu of those specified.

ITEM	PRODUCT BRAND NAME OF MANUFACTURER	SUPPLIER	PRICE VARIATION

Tenderer’s Initials

SCHEDULE OF WORK

Herewith is the Schedule of Work referred to in the Tender, submitted and which is an integral part of the Tender.

Commencement Date: _____

Completion Date: _____

Tenderer's Initials

APPENDIX A

DESIGN DRAWINGS

LIST OF CONTRACT DRAWINGS

DWG # REV. # DRAWING TITLE

FORREST FIELD – PHASE 2 – CIVIL DRAWINGS

C01	REV. B	GENERAL NOTES, LOCATION PLAN & DRAWING LIST
C02	REV. B	SITE OVERVIEW
C03	REV. B	PICKLEBALL COURT & PARKING LOT SERVICING & GRADING
C04	REV. B	ROAD SERVICING & GRADING
C05	REV. B	DETAILS
C06	REV. B	DETAILS
C07	REV. B	EROSION AND SEDIMENT CONTROL PLAN
C08	REV. B	BIKE PARK PLAN

FORREST FIELD – PHASE 2 – ELECTRICAL DRAWINGS

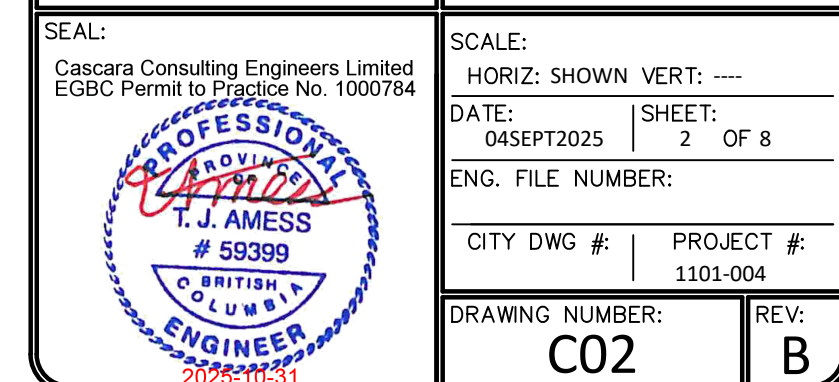
E1.01	REV. 2	SITE PLAN PARKING LOT LIGHTING LAYOUT
-------	--------	---------------------------------------



1. REFER TO DRAWING NUMBER C01
FOR GENERAL NOTES.

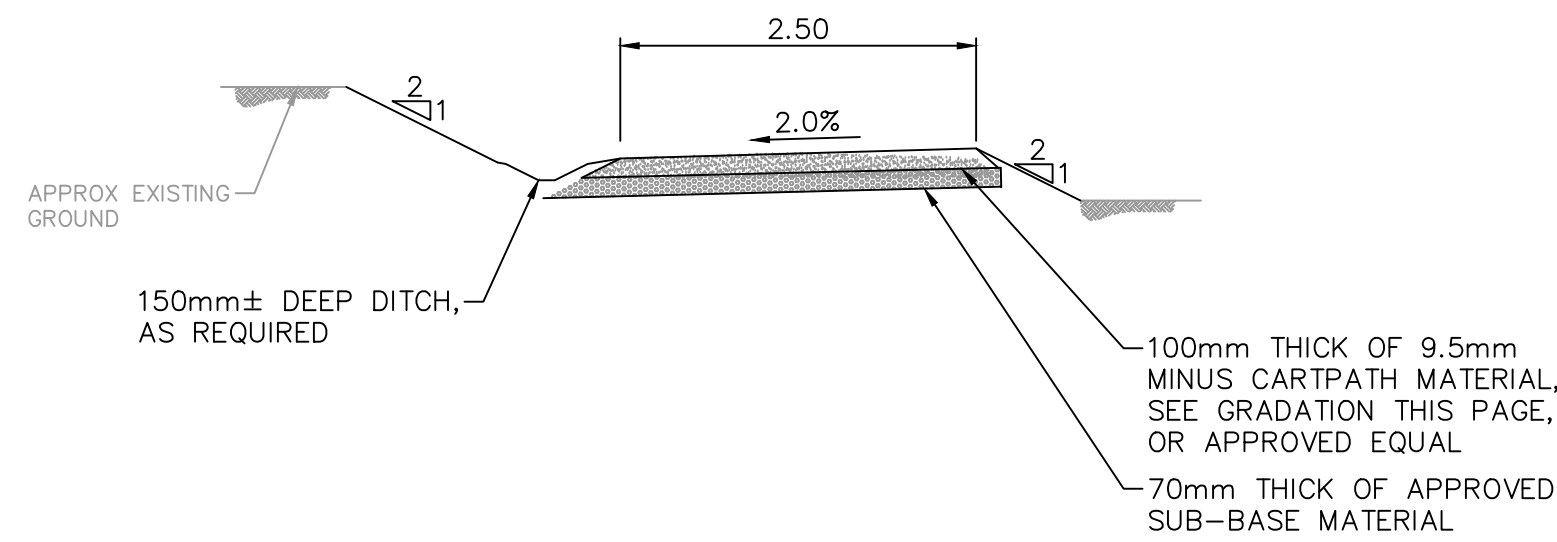
LADYSMITH, BC

SITE OVERVIEW



C:\USERS\TAMSEY\CASCARA CONSULTING ENGINEERS LIMITED\101-004 FORREST FIELD - PHASE 2 - DOCUMENTS\04 - DRAWINGS\101-004 CIVIL DRAWINGS

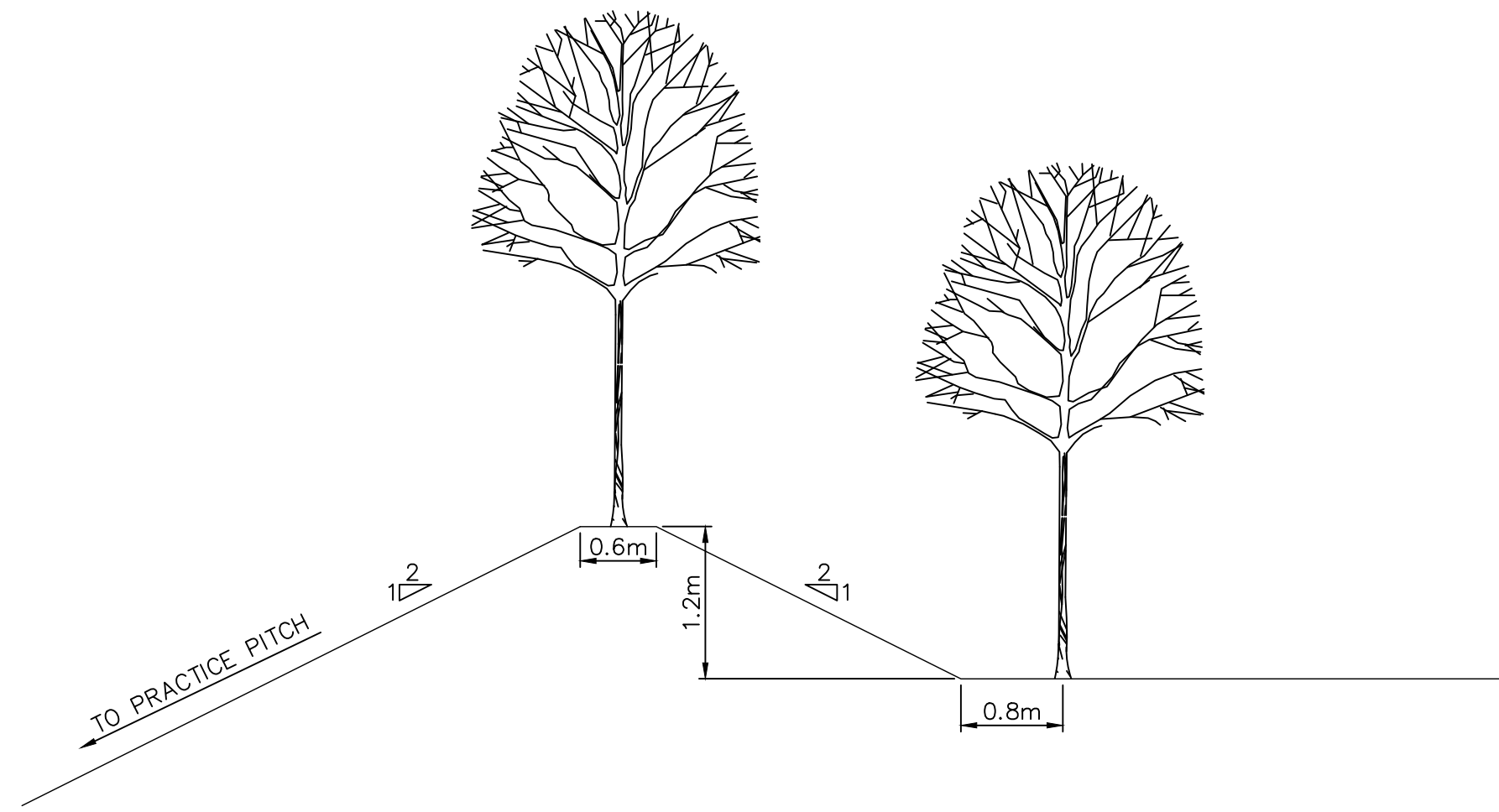
10/31/2025



TYPICAL GRAVEL PATHWAY
DETAIL
NTS

CARTPATH MATERIAL GRADATION

Sieve Size (mm)	Crusher Chip (% Passing)
9.5	100
4.75	50-100
2	30-65
0.425	10-30
0.075	5-10



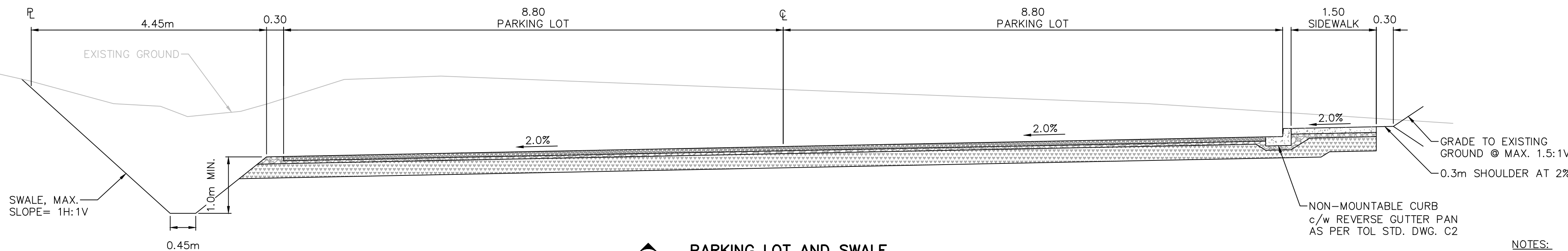
BERM DETAIL
NTS

Sieve Size (mm)	High Fines Surfacing Aggregate (% Passing)
25	100
19	85-100
9.5	60-85
4.75	40-70
1.18	20-40
0.3	10-25
0.075	7-12

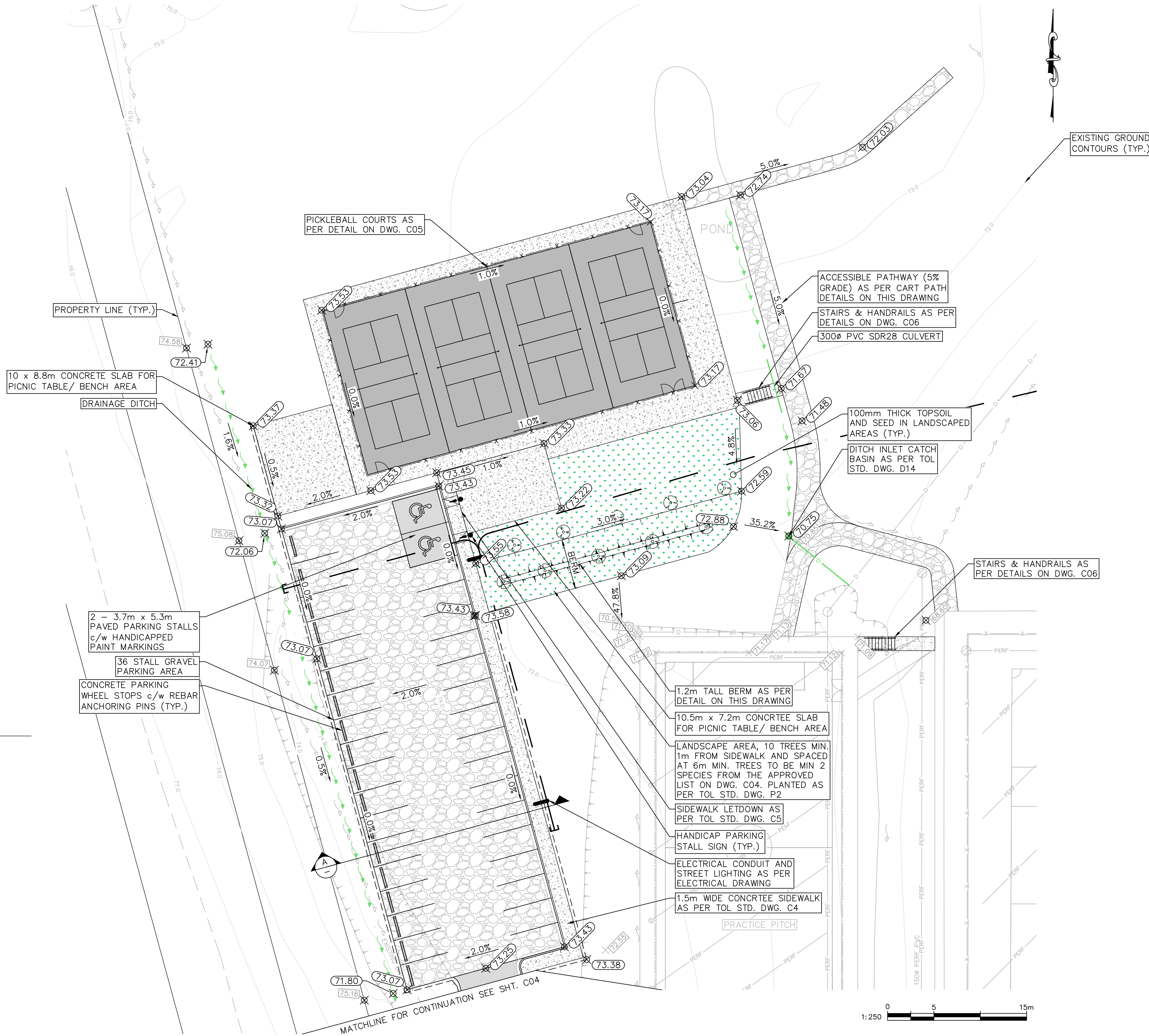
HIGH FINES SURFACING SPEC

PARKING LOT STRUCTURE:

- 75mm THICK HIGH FINES SURFACE AGGREGATE
- 75mm THICK BASE COARSE GRAVEL
- 250mm THICK SUBBASE
- ALL PLACED ON SUBGRADE APPROVED BY A GEOTECHNICAL ENGINEER



PARKING LOT AND SWALE
N.T.S.



NOTES:

- REFER TO DRAWING NUMBER C01 FOR GENERAL NOTES.

CLIENT

TOWN OF LADYSMITH



REV.	DATE	BY	DESCRIPTION	ENG
B	31OCT2025	TJA	ISSUED FOR TENDER	TJA
A	04SEPT2025	DL	ISSUED FOR REVIEW	TJA

FORREST FIELD - PHASE 2

LADYSMITH, BC

DRAWING TITLE:

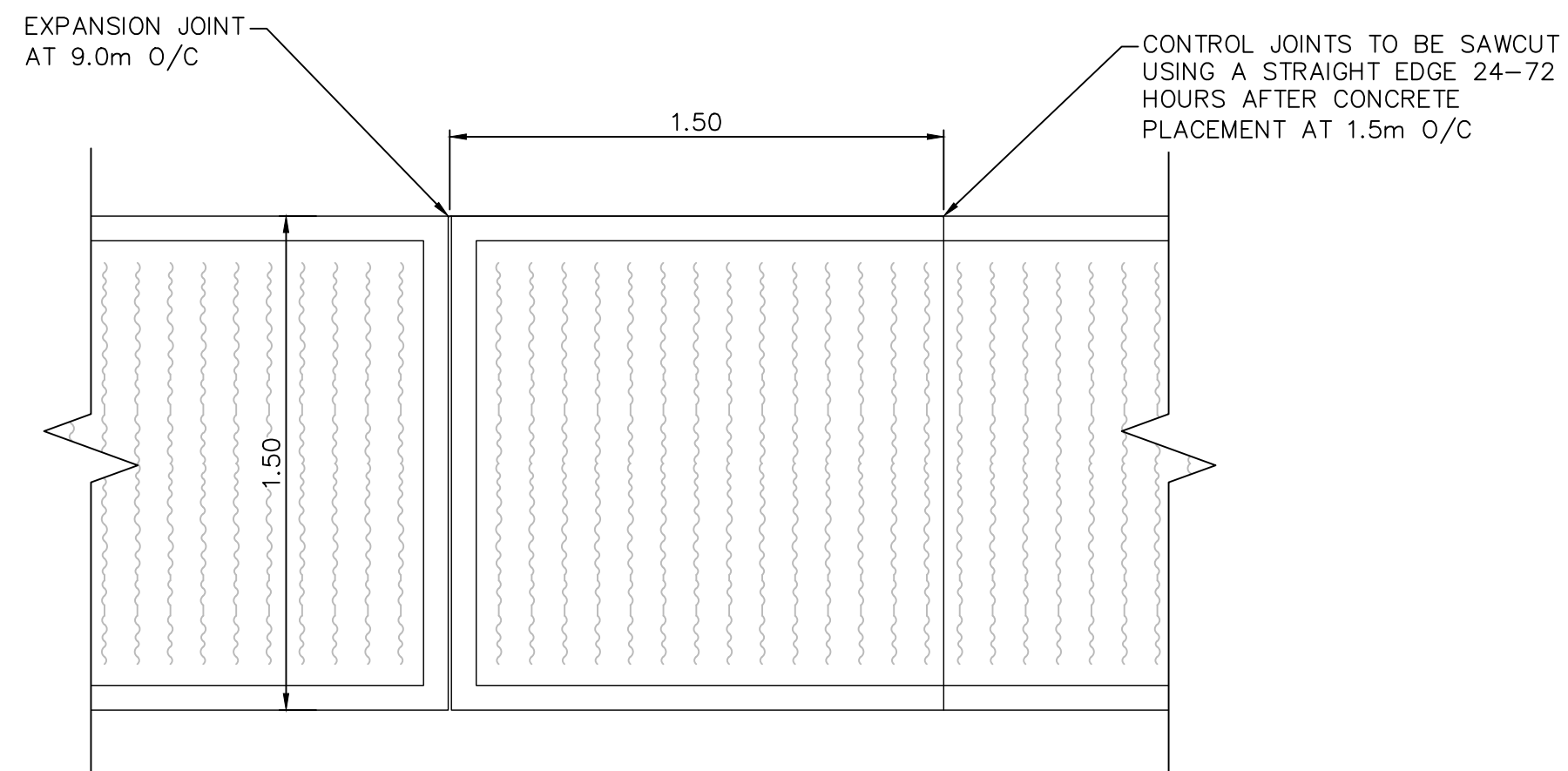
PICKLEBALL COURT
& PARKING LOT
SERVICING AND GRADING

CASCARA
CONSULTING ENGINEERS LIMITED

#203-335 WESLEY STREET NANAIMO, BC V9R 2T5
TEL: 250.591.7364 EMAIL: info@cascara.ca

DESIGN BY:	TJA	CHECKED BY:	CDR
DRAWN BY:	TJA	APPROVED BY:	CDR

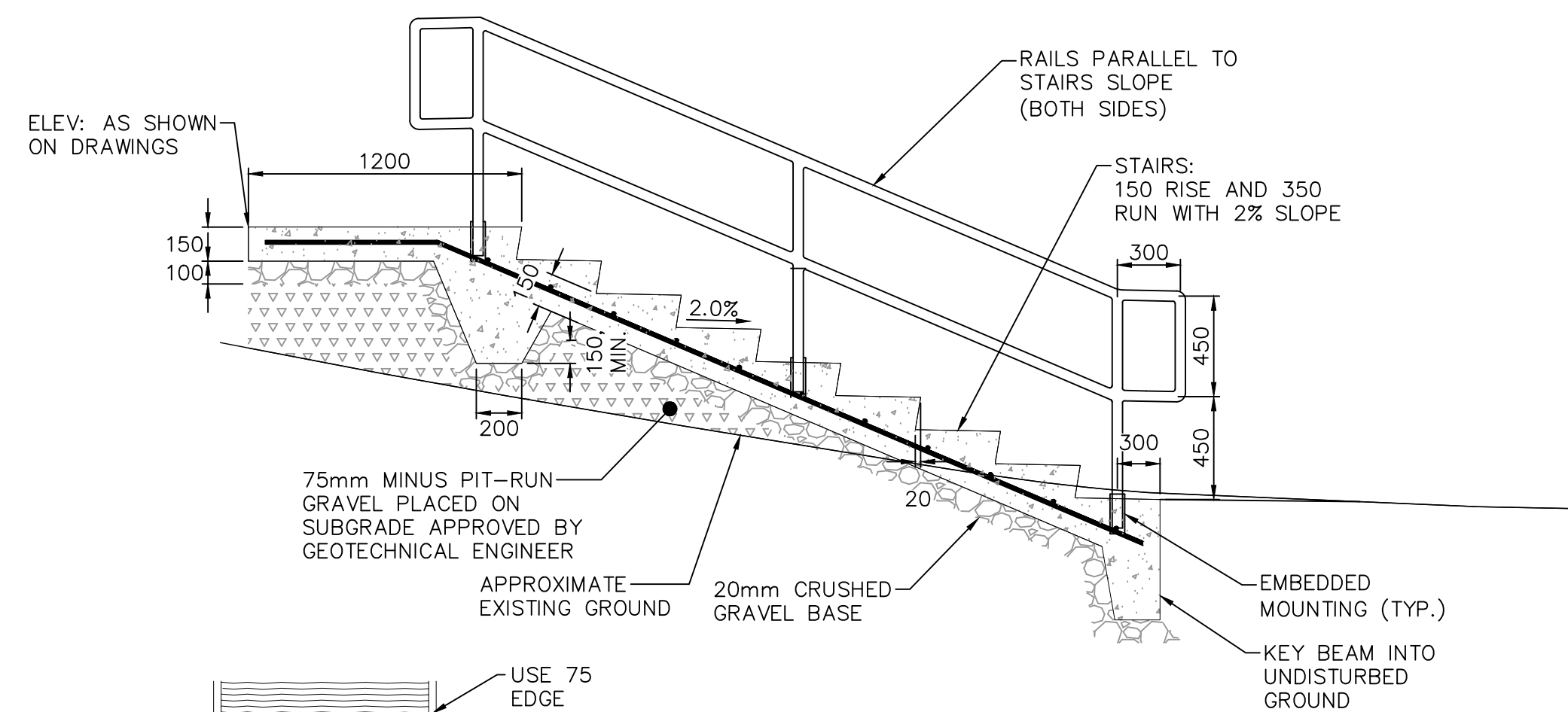
SCALE:	SCALE:
Cascara Consulting Engineers Limited EGBC Permit to Practice No. 1000784	HORIZ: SHOWN VERT: ---
DATE: 04SEPT2025	SHEET: 3 OF 8
ENG. FILE NUMBER:	
CITY DWG #:	PROJECT #:
DRAWING NUMBER:	REV:
C03	B



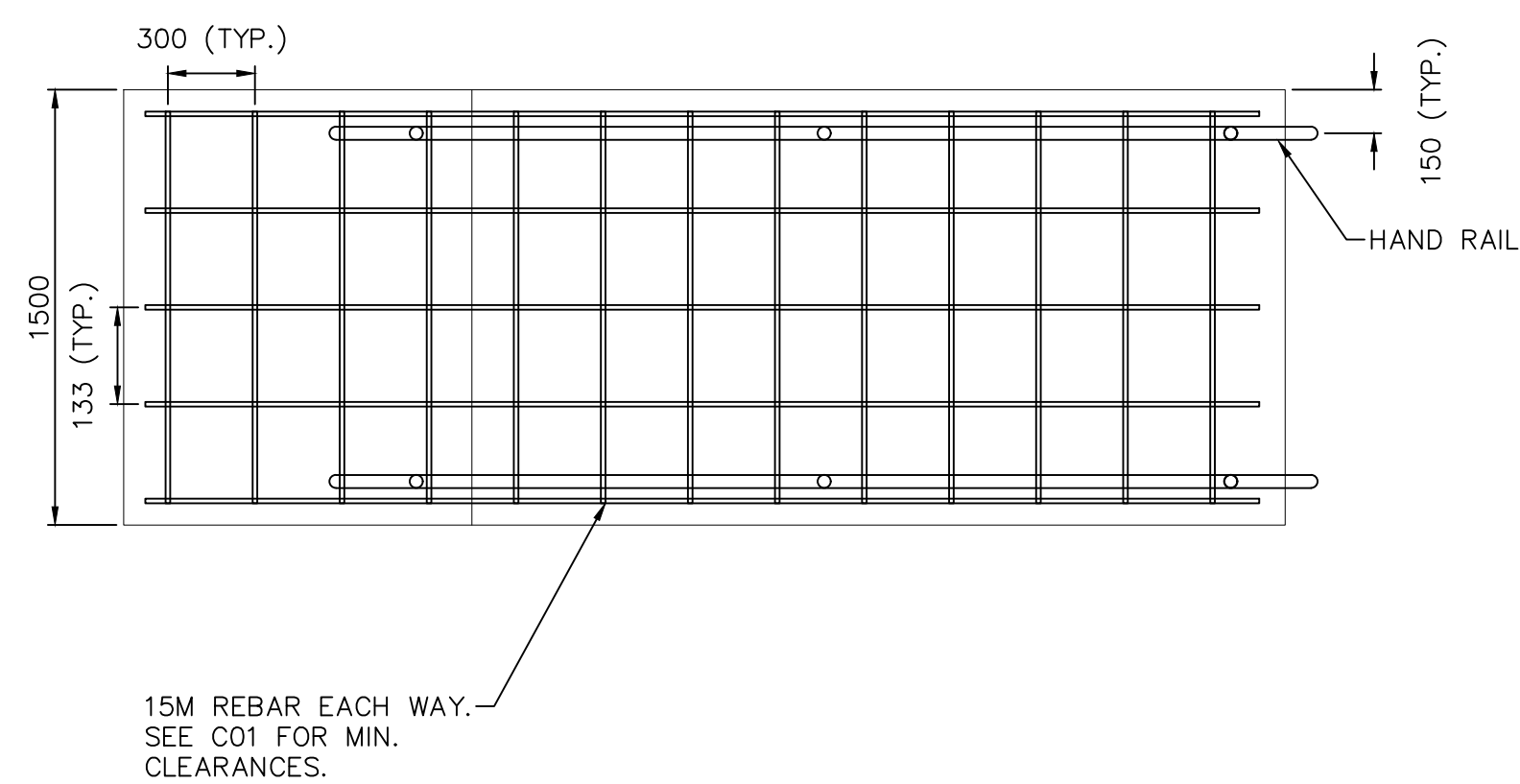
TYPICAL SIDEWALK DETAIL
NTS

NOTES:

1. DETAIL TO BE READ IN CONJUNCTION WITH T.O.L. STD. DWG C4.
2. THIS DETAIL IS SUPPLEMENTAL TO T.O.L. STANDARDS SECTION 8
3. CONTROL JOINTS SHALL NOT BE TOOLED INTO WET CONCRETE.



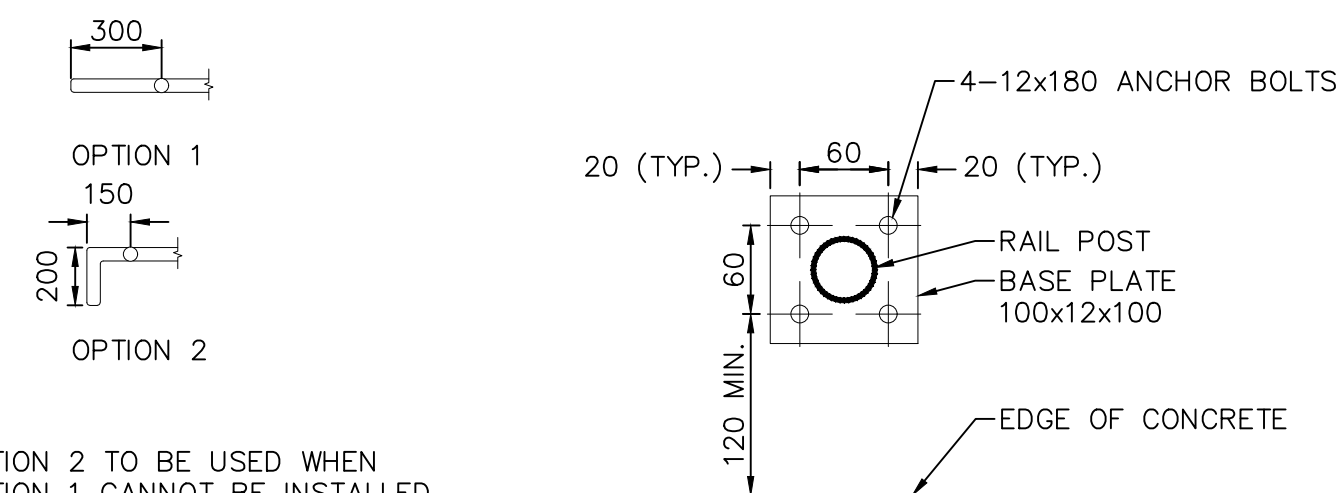
CONCRETE STAIRS – SECTION VIEW



CONCRETE STAIRS – PLAN VIEW
NTS

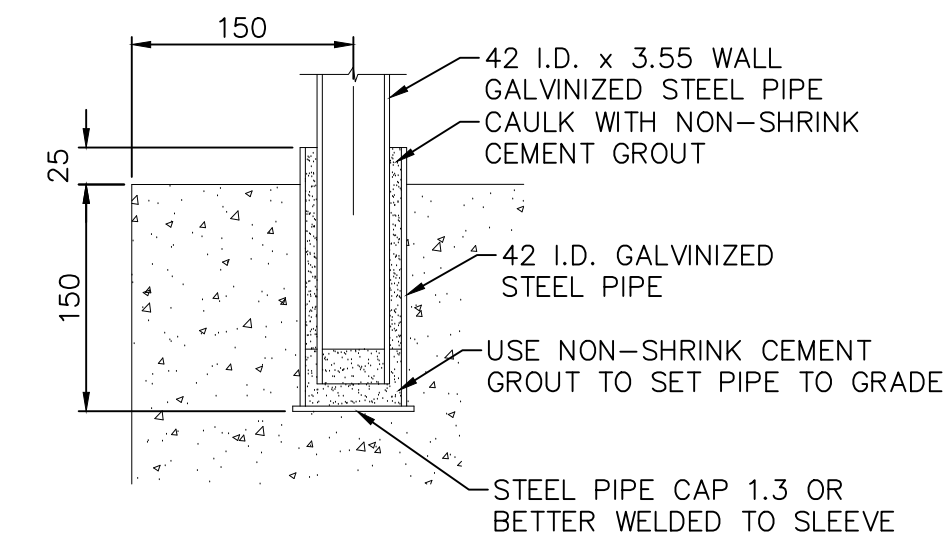
NOTES:

1. TO BE READ IN CONJUNCTION WITH BC BUILDING CODE
2. MAXIMUM 12 RISERS PER FLIGHT BETWEEN LANDINGS
3. REINFORCING BARS TO CSA G30.18 GRADE 400
4. ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE SHOWN
5. CONCRETE TO MATCH TOL SPECIFICATIONS FOR SIDEWALKS

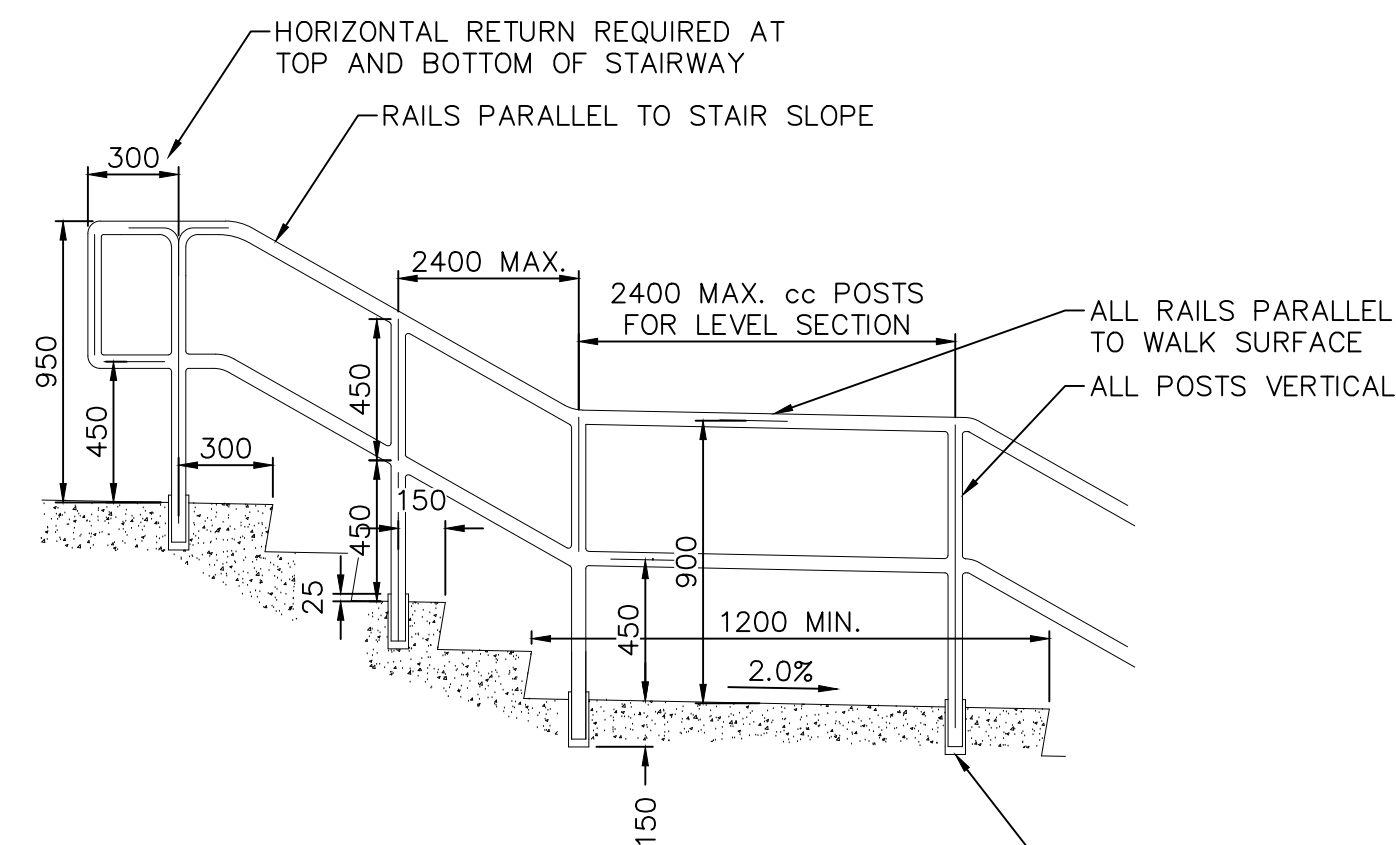


HANDRAIL END PLAN VIEW
OPTIONS 1 & 2

ATTACHED MOUNTING



EMBEDDED MOUNTING
NTS



TYPICAL HANDRAIL FOR STAIRWAY
NTS

NOTES:

1. ALL HANDRAILS SHALL BE FABRICATED FROM 42 I.D. X 3.55 WALL STEEL PIPE.
2. ALL JOINTS SHALL BE MITRED, WELDED ALL AROUND AND FILED SMOOTH.
3. ALL BENDS SHALL BE SMOOTH CIRCULAR CURVES.
4. ALL COMPONENTS SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION TO CSA - 6164.
5. HANDRAILS REQUIRED ON BOTH SIDES OF STAIRWAY.
6. ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED.

NOTES:

1. REFER TO DRAWING NUMBER C01 FOR GENERAL NOTES.



B	31OCT2025	TJA	ISSUED FOR TENDER	TJA
A	04SEP72025	DL	ISSUED FOR REVIEW	TJA
REV.	DATE	BY	DESCRIPTION	ENG

FORREST FIELD - PHASE 2

LADYSMITH, BC

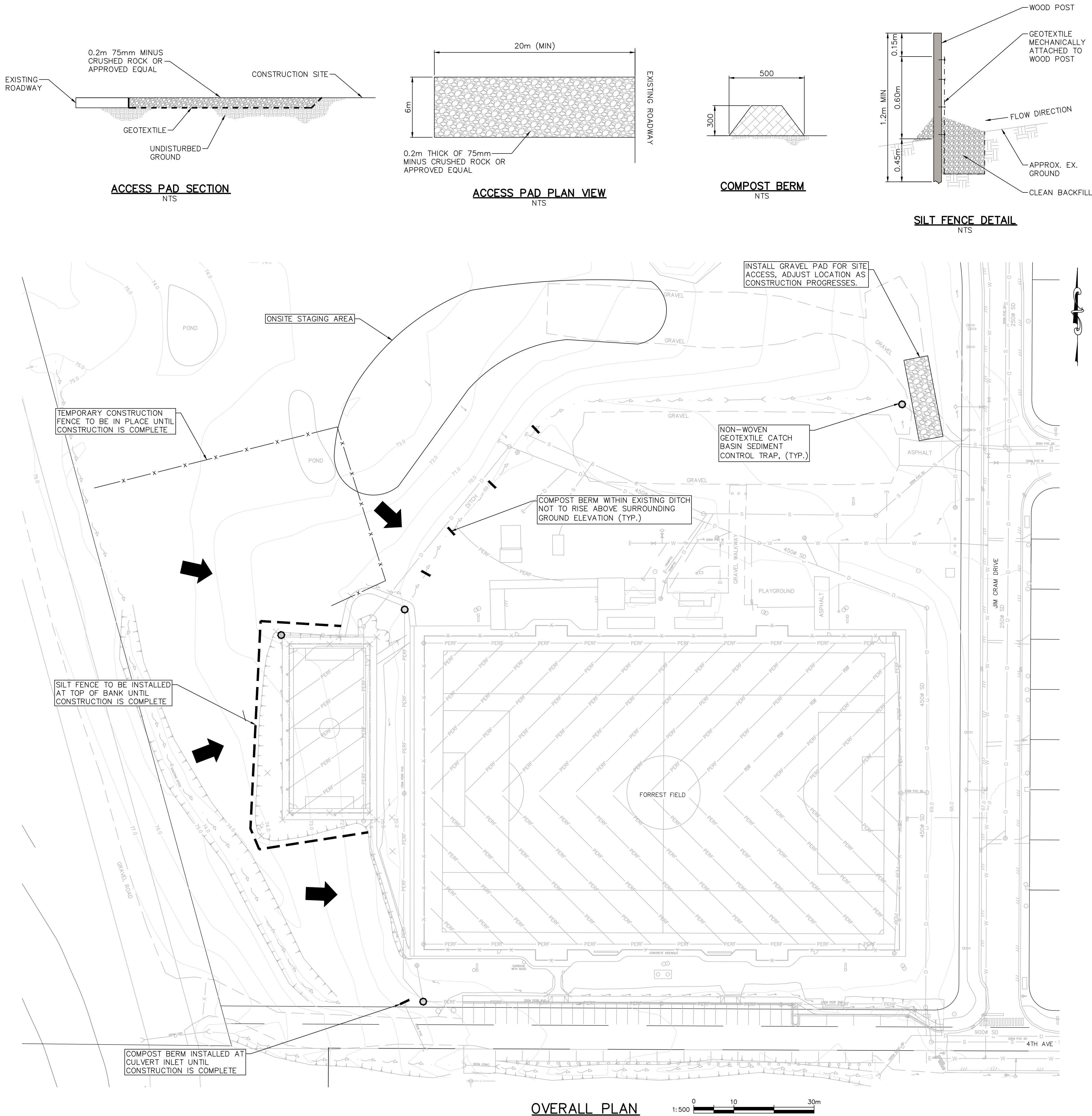
DRAWING TITLE:

DETAILS



#203-335 WESLEY STREET NANAIMO, BC V9R 2T5
TEL: 250.591.7364 EMAIL: info@cascara.ca

DESIGN BY: TJA	CHECKED BY: CDR
DRAWN BY: TJA	APPROVED BY: CDR
SEAL: Cascara Consulting Engineers Limited EGCB Permit to Practice No. 1000794	SCALE: HORIZ: SHOWN VERT: --- DATE: 04SEP2025 SHEET: 6 OF 8 ENG. FILE NUMBER: CITY DWG # : PROJECT # : 1101-04
	DRAWING NUMBER: C06 REV: B



EROSION & SEDIMENT CONTROL NOTES:

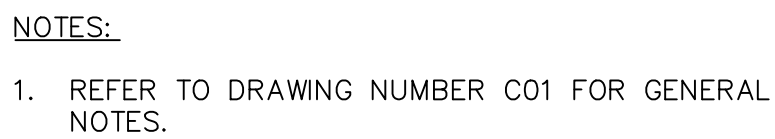
- EROSION AND SEDIMENT CONTROL FOR THIS PROJECT WILL BE AS OUTLINED IN THE FISHERIES AND OCEANS CANADA & MINISTRY OF WATER, LANDS AND AIR PROTECTION HANDBOOK ENTITLED "LAND DEVELOPMENT GUIDELINES FOR THE PROTECTION OF THE AQUATIC HABITAT, SEPTEMBER 1993" AND "ENVIRONMENTAL BEST MANAGEMENT PRACTICES FOR URBAN AND RURAL LAND DEVELOPMENT IN BRITISH COLUMBIA, JUNE 2004" AND "EROSION & SEDIMENT CONTROL GUIDELINE" BY THE CITY OF NANAIMO. IT IS INCUMBENT UPON THE CONTRACTOR TO ACQUIRE THESE GUIDELINES AND BE FAMILIARIZED WITH THE REQUIREMENTS WITHIN.
- THE CONSULTANT ASSUMES NO RESPONSIBILITY FOR DAMAGES RESULTING FROM IMPROPER EROSION AND SEDIMENT CONTROL MEASURES UNDERTAKEN BY THE CONTRACTOR.
- ANY DIRECTION GIVEN BY THE CONSULTANT OR TOWN TO THE CONTRACTOR FOR EROSION AND SEDIMENT CONTROL AND NOT FOLLOWED BY THE CONTRACTOR IS TO BE REPORTED TO THE TOWN IMMEDIATELY.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE NO MUD, DIRT, SOIL, SILT OR ANY OTHER SUBSTANCES ARE SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS OF WAY, OR AREAS THAT LEAD TO CATCH BASINS CONNECTED TO PUBLIC SYSTEMS. THE CONTRACTOR IS TO CLEAN ANY SUCH MATERIAL IMMEDIATELY. I.E. STREETS ARE TO BE SWEEPED WITH A VACUUM STREET SWEEPER AFTER WORK STOPPAGE EACH DAY.
- PRIOR TO CONSTRUCTION, INSTALL A TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT TO LIMIT TRACKING OF SITE SOILS ONTO OFFSITE ROADWAYS. THE WIDTH OF THE PAD SHOULD NOT BE LESS THAN THE FULL WIDTH OF POINT OF INGRESS OR EGRESS IN ANY CASE SHOULD NOT BE LESS THAN 6m WIDE WITH A LENGTH OF THE PAD NOT LESS THAN 20m AND HAVING A MINIMUM THICKNESS OF 200mm (8") OF COARSE GRANULAR MATERIAL. COARSE GRANULAR MATERIAL SUCH AS 75mm PLUS SHOT ROCK OR FRACTURED DRAIN ROCK UNDERLAIN WITH GEO-TEXTILE FABRIC IS RECOMMENDED.
- THE ENTRANCE SHOULD BE MAINTAINED FOR THE DURATION OF CONSTRUCTION, IN A CONDITION THAT WILL PREVENT TRACKING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY, OR AREAS THAT LEAD TO CATCH BASINS CONNECTED TO PUBLIC SYSTEMS. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL MATERIAL AS CONDITIONS DEMAND. THE PAD MAY BE REMOVED ONCE PERMANENT PAVEMENTS ARE IN PLACE AT THE SITE. A WHEEL WASH MAY BE REQUIRED IF THE TEMPORARY GRAVEL PAD IS NOT WORKING.
- CONTRACTOR TO STAGE CONSTRUCTION OPERATIONS TO LIMIT DISTURBANCE. STRIP AND GRUB ONLY THOSE AREAS NECESSARY FOR THE CURRENT CONSTRUCTION. DO NOT STRIP ANY AREA UNTIL REQUIRED.
- CONTRACTOR TO GRADE WORK AREAS AWAY FROM ADJACENT PROPERTIES.
- SILT FENCING IS TO BE INSTALLED AROUND ALL STOCK/SPOIL PILES, OR PILES ARE TO BE OTHERWISE COVERED TO LIMIT EROSION AND SEDIMENT GENERATION.
- ROUTINE INSPECTION AND MAINTENANCE OF THE SYSTEM COMPONENTS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHOULD DESIGNATE AN ON-SITE PERSON TO BE RESPONSIBLE FOR DAY-TO-DAY MANAGEMENT OF THE ESCP. AT A MINIMUM, INSPECT ALL BMP'S WEEKLY TO ENSURE PROPER FUNCTION WITH INSPECTION REPORTS PROVIDED TO THE ENGINEER FOR REVIEW.
- 48 HOURS PRIOR TO ANY PREDICTED SIGNIFICANT STORM EVENT, THE DESIGNATED SITE PERSON SHOULD INSPECT THE E&SC WORKS AND ENSURE THAT THE WORKS ARE ADEQUATE TO PROTECT THE SITE DURING THE STORM EVENT AND PROVIDE A WRITTEN REPORT TO THE ENGINEER AND/OR THE CITY UPON REQUEST. IF THE DESIGNATED SITE PERSON DETERMINES THAT THE E&SC WORKS ARE NOT ADEQUATE TO PROTECT THE SITE DURING THE ANTICIPATED STORM EVENT, THEN HE/SHE IS TO IMMEDIATELY INFORM THE ENGINEER AND CONTRACTOR SO THAT THE WORKS CAN BE MODIFIED TO ADEQUATELY PROTECT THE SITE DURING THE STORM EVENT AND PROVIDE A WRITTEN REPORT TO THE ENGINEER AND/OR THE TOWN UPON REQUEST.
- DURING AND/OR FOLLOWING EACH SIGNIFICANT STORM EVENT, THE DESIGNATED SITE PERSON SHOULD OBSERVE THE STORM DRAIN TO CONFIRM THAT TURBID WATERS FROM SOURCES ASSOCIATED WITH CONSTRUCTION ARE NOT ENTERING THE STORM DRAINAGE SYSTEM. TAKE IMMEDIATE CORRECTIVE ACTION IF INSPECTION INDICATES A PROBLEM. RECORD INSPECTION DATES, ANY SIGNIFICANT OBSERVATIONS, AND ACTIONS TAKEN, THEN INFORM THE CONSULTANT IN CHARGE.

TOWN OF LADYSMITH

FORREST FIELD - PHASE 2

LADYSMITH, BC

DRAWING TITLE: EROSION & SEDIMENT CONTROL PLAN				
CASCARA CONSULTING ENGINEERS LIMITED #203-335 WESLEY STREET NANAIMO, BC V9R 2T5 TEL: 250.591.7364 EMAIL: info@cascara.ca				
DESIGN BY: TJA	CHECKED BY: CDR	SCALE: HORIZ: SHOWN VERT: ----		
DRAWN BY: TJA	APPROVED BY: CDR	DATE: 04SEPT2025		
SEAL: Cascara Consulting Engineers Limited EGBC Permit to Practice No. 1000784 T.J. AMESS # 59399 PROFESSIONAL ENGINEER BRITISH COLUMBIA		SHEET: 7 OF 8		
CITY DWG #:		PROJECT #:		
DRAWING NUMBER: C07		REV: B		



B	31OCT2025	TJA	ISSUED FOR TENDER		TJA
A	04SEP2025	DL	ISSUED FOR REVIEW		TJA
REV.	DATE	BY	DESCRIPTION		ENG

FORREST FIELD - PHASE 2

LADYSMITH, BC

DRAWING TITLE:

BIKE PARK PLAN



#203-335 WESLEY STREET NANAIMO, BC V9R 2T5
TEL: 250.591.7364 EMAIL: info@cascara.ca

DESIGN BY:	TJA	CHECKED BY:	CDR
DRAWN BY:	TJA	APPROVED BY:	CDR

SEAL:

Cascara Consulting Engineers Limited
EGRC Permit to Practice No. 1000784



SCALE:
HORIZ: SHOWN VERT: ---

DATE: 04SEPT2025 SHEET: 8 OF 8

CITY DWG #:	PROJECT #:
	1101-004

DRAWING NUMBER: C08	REV: B
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E1.01

APPENDIX B

Pay Item Descriptions

Pay Item Descriptions

General Requirements

.1 Scope

Payment for the various items of the Schedule of Prices, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction.

No separate payment shall be made for any item that is not specifically set forth in the Schedule of Prices, and all costs therefore shall be included in the prices named in the Schedule of Quantities for the various appurtenant items of Work.

In addition to other incidental items of Work listed elsewhere in the contract, the following items shall also be considered as incidental to other Items of Work under this contract:

- a) Repair of any damage to existing facilities caused by the Contractor in the course of Work.
- b) Erosion and pollution control.
- c) Geotechnical testing (density testing, proctors, sieve analysis, etc.)

1.0 General

.1 Mobilization / Demobilization (Pay Item No. 1.1) Price based on Lump Sum

Measurement for payment for this item shall be based upon the completion of the entire pay item as a Lump Sum Pay Unit, complete, in accordance with the requirements of the Contract Documents.

This item includes the obtaining of all permits; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; and implementing security requirements; all as required for the proper performance and completion of the Work. This item also includes demobilization of the above. Mobilization shall include the following principal items:

- a) Moving on to the site of all Contractor's plant and equipment required for operations
- b) Providing all on-site communication facilities, including radios and cellular phones

- c) Obtaining all required permits
- d) Having all WCB required notices and establishment of safety programs
- e) Having the Contractor's superintendent at the job site full time
- f) Submitting initial submittals

Payment for this item shall be made at the lump sum amount tendered for this item in the Schedule of Prices, with 50% payable after mobilizing to the site and 50% payable after demobilization.

.2 Location of Works / Project Layout (Pay Item No. 1.2) Price based on Lump Sum

This item includes locations of any and all underground works whose location is required to be known during construction. In addition, full survey layout as required for construction.

Payment for this item shall be made at the lump sum amount tendered for this item in the Schedule of Prices

.3 2.5m Tall Black Chainlink Fence & Gates (Pay Item No. 1.3) Price based on unit rate

This price shall include materials, base preparation, forming, jointing, reinforcing, finishing, curing, footings and sleeves, connections, and all work incidental to the completed installation.

Payment for fences will be made at the unit price per linear metre per fence type shown in the Tender Form. Linear measurement will be made from the center of the applicable fence post.

.4 Stairs & Handrails (Pay Item No. 1.4) Based on Lump Sum

Payment for stairways and handrails will be made at the unit price shown in the Tender Form. The price shall include materials, supply, base preparation and all work incidental to the completed installation. Payment for import fill, excavation, subgrade preparation, subbase and base materials will be made at the lump sum amount as shown in the Tender Form.

.5 Construction Fencing (Pay Item No. 1.5) Based on Unit Rate

Payment for the supply and installation of the construction fencing shall be made at the price per linear metre as shown in the Tender Form. Measurement will be made along the surface of the ground for the length of fence installed. Payment for these items will

be made at a unit rate and shall include all labour, equipment and materials required for the installation as per the contract drawings.

2.0 Storm Sewer

The Contractor will note that the tendered price for all items specified in this section will include but not be limited to the following:

- (a) materials
- (b) excavation
- (c) dewatering
- (d) bracing & sheeting
- (e) bedding
- (f) pipe installation
- (g) backfill with native material
- (h) maintenance

Payment will not be made as a separate item for excavation, backfill and work applicable thereto required at any structure specified in this section. The cost of such work shall be included in the applicable prices for the various structures shown in the Tender Form.

Tender quantities are based on the allowable trench width limits as shown on the Civil Drawing, with allowances for site conditions. Placement of import granular fill beyond these limits will be at the Contractor's expense where the Contractor employs methods that excavate beyond these limits without prior authorization from the Engineer.

.1 Piping and Fittings (Pay Item Nos. 2.1 and 2.2) Price base on unit rate

Payment for piping and fittings, will be made at the unit price per linear meter shown in the Tender Form for the various sizes and class of pipe. Measurement will be made horizontally along the centreline of the installed pipe, including fittings, from centre-to-centre of manholes or to the end of the pipe, whichever is applicable. This price shall include materials, excavation, dewatering, bracing & sheeting, bedding, pipe installation, backfill with native material, video inspection and maintenance, testing as specified, and all work incidental thereto except those items for which payment is specified additional to that for gravity sewer pipe.

.2 Catch Basins (Pay Item No. 2.3) Price based on unit rate

Payment for catchbasins will be made at the unit price as shown in the Tender Form for the specified type of catchbasin. This price shall include materials, installation, brickwork, concrete, grouting, adjustment to grade and all work incidental thereto.

.3 Sandbag Headwall (Pay Item No. 2.4) Price based on unit rate

Payment for sandbag headwalls will be made at the unit price per headwall as shown in the Tender Form. This price shall include materials, preparation and placing of the headwall and all work incidental thereto.

.4 Connect to Existing (Pay Item No. 2.5) Price based on unit rate

Payment for connection to the existing storm system will be made at the unit price shown in the Tender Form for the specified type of connection. This price shall include excavation, materials, installation, fittings, adjustment to grade and all work incidental thereto.

.5 Ditch Grading (Pay Item No. 2.6) Price based on unit rate

Payment for ditch grading will be made at the unit price per linear metre shown in the Tender Form. Linear measurement will be made along the centreline of the regraded ditch. This price shall include all earthworks and all work incidental to the completed installation.

3.0 Earthworks, Surface Works, & Misc.

.1 Clearing & Grubbing (Pay Item No. 3.1) Price based on unit rate.

This item includes removal and disposal of all trees, tree clusters, stumps, bushes, organics, and other items within the construction limits, as shown or described on the Plans, to a depth of 150mm. This price shall include materials, and all work incidental thereto.

Payment for this item will be made at the listed unit rate.

.2 Stripping & Common Excavation (Pay Item No. 3.2) Prices based on unit rate

This item includes stripping & common excavation and removal of material of whatever nature, to the approved subgrade, as shown or described on the Drawings, or required to complete the Project.

Payment for these items will be made at the unit price tendered on the Schedule of Prices.

.3 Base Course (Pay Item No. 3.3) Price based on unit rate

Payment for base course will be made at the unit price per cubic metre shown in the Tender Form. This price shall include materials, materials handling, placing, watering, shaping, compacting, compaction testing and all work incidental thereto. Payment by cubic metre will be based on the volume used on the construction between the existing

.4 Sub-Base (Pay Item No. 3.4) Price based on unit rate

Payment for sub-base course will be made at the unit price per cubic metre shown in the Tender Form. This price shall include materials, materials handling, placing, watering, shaping, compacting, compaction testing and all work incidental thereto. Payment by cubic metre will be based on the volume used on the construction between the prepared sub-grade and the base course. Cross sections of the fill area will be taken every 15 metres or at such lesser interval as the Engineer may deem necessary.

.5 High Fines Surfacing Aggregate (Pay Item No. 3.5) Price based on unit rate

Payment for High Fines Surfacing Aggregate course will be made at the unit price per cubic metre shown in the Tender Form. This price shall include materials, materials handling, placing, watering, shaping, compacting, compaction testing and all work incidental thereto. Payment by cubic metre will be based on the volume used on the construction between the existing ground after stripping of topsoil and unsuitable material and the final cross sections of the fill area. Cross sections of the fill area will be taken every 15 metres or at such lesser interval as the Engineer may deem necessary.

ground after stripping of topsoil and unsuitable material and the final cross sections of the fill area. Cross sections of the fill area will be taken every 15 metres or at such lesser interval as the Engineer may deem necessary.

.6 Cart Path Material (Pay Item No. 3.6) Price based on unit rate

This item is for all costs associated with installing Cart path material to the design elevations and will be measured by the square meter of material placed all in accordance with the civil drawings. Work includes supplying, placing, watering, and compacting the material to design grades and thicknesses. Payment for this item will be made at the unit price listed on the Schedule of Prices.

.7 Acrylic Court Surface (Pay Item No. 3.7) Price based on unit rate

Payment for Acrylic Court Surfacing will include all cost associated with supplying and installing the acrylic and paint layers as described in the design drawing. This price shall include all materials, application, curing, and all work incidental to the completed installation.

.8 100mm Topsoil & Seed (Pay Item No. 3.8) Price based on unit rate

Payment for topsoil and seed will be made at the unit price per cubic metre of material incorporated into the work as shown in the Tender Form. This price shall include materials handling, supply, loading, hauling, placing, grading, application of fertilizers, spreading of seed, maintenance, watering, shaping, and all work incidental thereto.

.9 Subgrade Preparation (Pay Item No. 3.9) Price based on unit rate

Payment for the subgrade preparation will be made at the unit price per square metre shown in the Tender Form. This price shall include scarifying, windrowing, watering and dewatering, shaping, compacting, proof rolling and all work incidental thereto. No additional payment will be made for reworking the subgrade because of damage from weather conditions.

.10 Non-mountable Curb and Gutter (Pay Item No. 3.10) Price based on unit rate

Payment for curbs will be made at the unit price per linear metre per curb type shown in the Tender Form. Linear measurement will be made along the centreline of the curbs. This price shall include materials, base preparation, forming, jointing, reinforcing, finishing, curing, curb and all work incidental to the completed installation. Payment for granular base materials will be made at the unit price per material type shown in the Tender Form.

.11 Concrete Sidewalk around Pickleball Court (150mm Thick) (Pay Item No. 3.11) Price based on unit rate

Payment for sidewalks and slabs will be made at the unit price per square metre shown in the Tender Form. The price shall include materials, base preparation, and all work incidental to the completed installation. Payment for this item will be made at the unit price shown in the Tender Form.

.12 Concrete Sidewalk (100mm Thick) (Pay Item No. 3.12) Price based on unit rate

Payment for sidewalks and slabs will be made at the unit price per square metre shown in the Tender Form. The price shall include materials, base preparation, and all work incidental to the completed installation. Payment for this item will be made at the unit price shown in the Tender Form.

.13 50mm Thick Asphalt (Pay Item No. 3.13) Price based on unit rate

Payment for 50mm thick asphalt will be at the unit price per square metre shown for the various thicknesses and locations shown in the Tender Form. Payment by square metre will be based on the actual area of asphaltic laid. The price shall include final base preparation, supply of aggregate and asphaltic cement, mixing, weighing, transporting, placing, tack coat, compacting, construction joint preparation, adjusting and cleaning frames, covers and lids of all castings affected, taped temporary pavement markings and all other work incidental thereto.

.14 Streetlights, bases, conduit & Wiring (Pay Item No. 3.14) Price based on unit rate

Payment for poles, luminaires, and based will be made at the unit price per specified pole and luminaire type shown in the Tender Form. The price shall include conduit, junction boxes, materials, assembly, installation of the assembly and all work incidental thereto.

.15 Tree Planting (Pay Item No. 3.15) Price based on unit rate

Payment for trees will be made at the unit price shown on the Tender Form for the various species. This price shall include all labour, equipment, watering, maintenance, and material to:

- ship and store trees.
- install root deflecting barrier, if required
- excavate and plant as per specifications.
- fertilize, water and prune trees as required
- replace defective, damaged or non-complying trees

.16 Concrete Wheel Stops (Pay Item No. 3.16) Price based on unit rate

Payment for concrete wheel stops will be made at the unit price per wheel stop as shown in the Tender Form. This price shall include supply of all materials, the placement of the pre-cast concrete wheel stops, installation of rebar anchor, and all work incidental thereto.

.17 Net Posts (Pay Item No. 3.17) Price based on lump sum

Payment for net posts will include materials, fabrication, base preparation, finishing, curing, base sleeves, and all work incidental to the completed installation. Payment will be made as a lump sum shown on the tender form.

.18 Imported Fill (Pay Item No. 3.18) Price based on unit rate

This item is for all costs associated with providing and installing granular fill and will be measured by the cubic meter of material placed, meeting the specifications of Pit Run Gravel, all in accordance with the requirements of MMCD sections 31 05 17.

Payment for all imported fill will be made at the price per cubic meter as shown in the tender form. This price shall include supplying, loading, hauling, placing, compacting imported granular material, disposal of excavated material and all work incidental thereto. Payment will be based on the volume of material actually incorporated into the work unless otherwise approved by the Engineer.

Payment of this item will be made at the listed unit rate as stated in the tender form.

.19 Existing Gravel Road Regrading (Pay Item No. 3.19) Price based on unit rate

This item includes regrading of the existing gravel road, as shown or described on the Plans. This price shall include all work incidental thereto.

Payment for these items will be made at the unit price tendered on the Schedule of Prices.

4.0 Future Bike Park Water Service

.1 Clearing & Grubbing (Pay Item No. 4.1) Price based on unit rate

This item includes removal and disposal of all trees, tree clusters, stumps, bushes, organics, and other items within the construction limits, as shown or described on the Plans, to a depth of 150mm. This price shall include materials, and all work incidental thereto.

Payment for these items will be made at the unit price tendered on the Schedule of Prices.

.2 25mm Service Pipe & Tracer Wire (Pay Item No. 4.2) Price based on unit rate

Payment for 25mm PE water service will be made at the unit price per service shown in the tender form based on the actual length of pipe installed. This price shall include supply of materials, pipe installation, installation of hydraulic barrier where required, tracer wire, excavation, disposal offsite of surplus materials, granular backfill, compaction, bedding, testing, flushing, chlorination, and all work incidental thereto.

.3 Corp. Stop & Saddle (Pay Item No. 4.5) Price based on unit rate

Payment for corp. stop & Saddle will be made at the unit price per service shown in the Tender Form. This price shall include supply of materials, installation, excavation, disposal offsite of surplus materials, granular backfill, compaction, bedding, testing, flushing, chlorination, and all work incidental thereto.

.4 Water Meter & Meter Box (Pay Item No. 4.6) Price based on unit rate

Payment for water meter & Meter box will be made at the unit price per service shown in the Tender Form. This price shall include supply of materials, excavation, disposal offsite of surplus materials, granular backfill, compaction, bedding, testing, and all work incidental thereto.

.5 Standpipe & Valve (Pay Item No. 4.7) Price based on unit rate

Payment for the installation of standpipe & valve will be made at the unit price as shown in the Tender Form. This price shall include the materials, installation and backfill with import granular fill to subgrade, compaction and all works incidental thereto.

.6 Class 300 Excavator & Operator Time (Pay Item No. 4.7) Price based on unit rate

Payment for this item will be made at the unit price as shown in the Tender Form based on hours of operator use needed by the bike park designer. This price shall include the onsite storage, fuel, maintenance, and operator time as needed to assist the bike park designer. Mobilization and demobilization of this item is to be included in pay item 1.1.

END OF SECTION