

**City of Swift Current**  
**Lift Station No. 7 Forcemain Installation**

**Issued for Tender**

**City of Swift Current**  
Contract For  
**Lift Station No.7 Forcemain Installation**

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AECOM  
Consulting Professional Engineers

201 – 1800 11<sup>th</sup> Avenue  
Regina, Saskatchewan  
June 2021

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## Notice to Bidders

### City of Swift Current Lift Station No.7 Forcemain Installation

Bidders shall submit Bids as follows:

- Electronic copy in PDF to be electronically submitted to the email address given below before 2:00:00 p.m., local time, on **Tuesday, June 29, 2021**; and
- Maximum file size limit should not exceed 20 MB, where size exceeds bidder/Bidder is required to submit bid/Bid to the email address given below via an alternate means.

**Subject: “Bid: Lift Station No.7 Forcemain Installation”**

**Email to: [regina.reception@aecom.com](mailto:regina.reception@aecom.com)**

The Work generally comprises of:

- Supply and Installation of approximately 650 m of 200mm HDPE sanitary sewer main complete with connection to existing sewer main and manhole, installation of all related piping fittings, valves, appurtenances and connections;
- Quality Control Materials Testing;
- Site civil works, including landscaping and overall site restoration;
- Restoration of all disturbed surfaces;
- Traffic Accommodation;
- Repair of defects for one year after completion of work, or such longer periods as specified in the Contract Documents; and
- Work is inclusive of all site works, surface works and underground utility construction as per Contract Documents.

Copies of the Bid Documents will be posted on the Saskatchewan public tender notices website ([www.sasktenders.ca](http://www.sasktenders.ca)).

Bidders are recommended to examine the manhole connection and its condition prior to submitting a bid. All bidders must comply with the current requirements of the Occupational Health and Safety Act and Regulations prior to commencing any work under the terms of this contract.

The deadline for questions submitted to the Engineer will be **Monday, June 21, 2021**.

Please direct all request for information/questions as follows:

**Subject: “Request for Information: Lift Station No.7 Forcemain Installation”**

**Email to: [olagoke.rufai@aecom.com](mailto:olagoke.rufai@aecom.com)**

Addenda, if required, will be issued on or before **Wednesday, June 23, 2021**.

Bids should be accompanied by Bid Security in the amount of ten percent (10%) of the Bid Price, payable to the City of Swift Current. Failure to provide Bid Security will be a factor taken into account during the Bid review.

Inquiries regarding this Project shall be directed to:

**AECOM Canada Ltd.**

Suite 201  
1800 -11<sup>th</sup> Avenue,  
S4P 0H8  
Regina, Saskatchewan

**Attention:** Olagoke Rufai P.Eng., M.Eng., PMP  
Project Manager

**Email:** [olagoke.rufai@aecom.com](mailto:olagoke.rufai@aecom.com)

**Office:** (306) 537-2861

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**Part I****Instructions to Bidders**

This contractor procurement process is not a competitive Bid process; rather, the Owner will first determine which of the Bids received apparently may result in a satisfactory construction contract assuring the Owner of:

- (a) An early and timely final completion date;
- (b) Design compliance and excellent quality construction of municipal sewer infrastructure;
- (c) A contract price within budget.

This initial review of received Bids and any subsequent negotiations will:

- (a) Not discriminate against a Bidder on the basis of its geographic origin;
- (b) Not discriminate against a Bidder on the basis of protecting a particular Bidder; nor,
- (c) Not subject the pricing proffered by a Bidder to be Bid-shopped.

Bidders will not be reimbursed for any costs associated with their Bid submission, responses to clarification so information requests or subsequent negotiations.

1. Submission of Bids

Bids shall be made on the Bid Forms provided in the BID Documents and shall be submitted electronically in PDF format with a Cover Page populated as follows:

City of Swift Current  
c/o AECOM Canada Ltd.  
Subject: "Bid: Lift Station No.7 Forcemain Installation"  
olagoke.rufai@aecom.com

("Closing Place")

Bid for:

City of Swift Current  
Lift Station No.7 Forcemain Installation  
\_\_\_\_\_  
\_\_\_\_\_

(the "Project")

must be electronically submitted to the Closing Place as defined in the Notice to Bidders, before the Closing Time of: 2:00:00 p.m. local time on **Tuesday, June 29, 2021**. The time will be conclusively determined by a clock designated by the Owner or the Consultant.

Any Bids received after the Closing Time may be returned to the Bidder unopened.

All requirements that use the word "shall" or "must" are mandatory and the Bidder's Bid must substantially comply or fulfill such requirements, or it shall be rejected as non-compliant. All

requirements that use the term “should” are desired and the Bidder’s response to such requirements shall be considered in analysing the Bids.

The Owner and the Consultant shall only be responsible for lost or misplaced Bids, or amendments to Bids, if they have exercised bad faith or have been fraudulent with respect to the loss or misplacement.

Bidders should submit their Bids as follows:

- Electronic copy in PDF to be electronically submitted to the email address given below before 2:00:00 p.m., local time, on **Tuesday, June 29, 2021**; and
  - Maximum file size limit should not exceed 20 MB, where size exceeds bidder/Bidder is required to submit bid/Bid to the email address given below via an alternate means of their choosing.
2. Bids to be Under Seal. All Bids shall be signed and sealed in the case of a corporation and in the case of an individual, partnership or non-incorporated organization shall be signed and witnessed.

If a Bid is submitted by a consortium, each member of the consortium shall sign and seal or witness the Bid as described above.

3. Acceptability and Evaluation of Bids. Bids should be completed fully in ink or typewritten. Bids submitted via facsimile transmittal shall be rejected. Bids that have been submitted in accordance with these Instructions to Bidders may be modified via facsimile transmittal or email, however, pursuant to Clause 16 hereof.

Bid submissions by Bidders should seek to complete the forms and documents requested in the Bid Forms as well as the Price Bid Form and/or Separate Price Bid Form. The more complete a Bid is, the better the chance that the Bidder will be successful.

The Owner is not under any obligation to award a contract and reserves the right in its discretion to cancel these Instructions to Bidders at any time for any reason or without reason. Award of a contract may be contingent upon budget approval or other corporate, regulatory or other pre-conditions. The Owner may, in its discretion, re-issue and Request for Bids, or negotiate with any party (including a Bidder) the same or similar project at any time after cancellation of these Instructions to Bidders.

The Owner reserves the right to accept the Bid that it deems in its discretion most advantageous. The Bid having the lowest cost to the Owner or any Bid will not necessarily be accepted. The Owner may take into account any criteria that it desires including, without limitation, the following (not necessarily in order of importance):

- (a) the qualifications of the Bidder;
- (b) the Owner’s (positive or negative) relationship with any Bidder;
- (c) Superintendent experience and qualifications;
- (d) Project Manager experience and qualifications;
- (e) the use of equivalents/alternates;
- (f) Bid Price;
- (g) the quality and responsiveness of the Bid, including, without limitation, all requested information; and



The Owner is not obliged to inform the Bidders of the relative weight to be given to any particular evaluation criteria, to open the Bids publicly, or to provide reasons to any Bidder with respect to any use of the Owner's discretion.

The Owner and the Consultant may make such investigations as they deem necessary to determine the ability of any Bidder and its named subcontractors to perform the Work and the Owner may utilize the results of such investigation in awarding the Contract.

Qualifications of the Bidder may include consideration of the:

- (a) Schedule A – Bidder Information;
- (b) Schedule B - Proposed Superintendent Experience;
- (c) Schedule C - Proposed Project Manager Experience;
- (d) Schedule D – Subcontractors;
- (e) Schedule E – Price Bid;
- (f) Verification of (a) through (e) through third party references and inquiries.

The Owner reserves the right, in its discretion, to seek or not to seek further information from, or clarification of, any Bid submitted by any Bidder in respect of any of the terms and conditions of the Contract Documents. The Owner is entitled to utilize the information or clarifications received in awarding the Contract. Bidders shall comply with all information requests made by the Owner or the Engineer within two business days of the request.

The Owner reserves the right to check the references of all Bidders at any time during the evaluation process at the Owner's 's discretion. References may be contacted by phone and/or writing, and any information received will be used to assist the evaluation committee in assessing the capacity and capability of Bidders to provide the services outlined in this BID.

The Owner may use its own experience with the Bidder, through previous interactions, contracts or related to assess a Bidder's past performance.

The Owner reserves the right to disqualify any Bidder, whose references, in the opinion of the evaluation committee are found to be unsatisfactory.

Any additional terms and conditions proposed by the Bidder inconsistent with or in addition to this BID or the schedules or appendices thereto shall be void and have no effect.

Accepted alternates and equivalents may, at the Owner's option, be considered in conjunction with the base Bid in determining the price to be used in contract award.

The Bidder acknowledges and agrees that it shall have no claim against, or entitlement to damages from, the Owner or the Consultant by reason of the Owner's rejection of its Bid or all Bids.

Receipt and evaluation by the Owner of a Bid does not imply that any Bidder is qualified.

4. BID Documents. The BID Documents shall consist of the following:

- Part I - Instructions to Bidders
- Part II - Bid Forms
- Addenda (if any)
- Part III - Consent of Surety
- Bid Security
- Part IV - Agreement
- Part V - Definitions
- Part VI - General Conditions
- Part VII - Supplementary Conditions
- General Requirements
- Drawings and Specifications, as listed in the index of the BID Documents
- Schedules

Should the Bidder find discrepancies in, or omissions from, the BID Documents, or be in doubt as to their meaning, it should at once notify the Consultant, who may send an Addendum to all Bidders. No oral interpretation made by the Consultant to any Bidder as to the meaning of any part of the BID Documents shall be binding upon the Owner or be effective to modify any of the provisions of the BID Documents. Interpretations, verbal statements made by the Owner or the Engineer, corrections and changes made in any manner other than Addenda are just off-the-cuff comments.

Words and abbreviations used in the BID Documents which have well known technical or trade meanings, or are defined in the BID Documents, shall be interpreted in accordance with such meanings or definitions. Every request for an interpretation shall be made in writing and promptly forwarded to the Consultant at the following address:

AECOM Canada Ltd.
Suite 201, 1800 – 11 <sup>th</sup> Avenue
Regina, SK S4P 0H8
Subject: "Request for Information: Lift Station No.7 Forcemain Installation Project"
Email: Olagoke.rufai@aecom.com

5. Bid Security. The Bid should be accompanied by Bid Security in the form of a certified cheque or original Bid bond, made payable to the Owner in the amount of ten percent (10%) of the Total Price Bid. If the certified cheque is not included in the Bid submission, a certified cheque shall be submitted within two business days following a request from the Owner or the Engineer. Failure to provide the specified certified cheque may eliminate the Bidder's submission from the evaluation process. The certified cheques will be returned to unsuccessful Bidders within sixty (60) Calendar Days after the Closing Time to unsuccessful Bidders.

The Bidder, with its Bid, should enclose a statement from a Surety substantially in the form of the Consent of Surety stating that the Surety is willing to supply the Contract Security referred to below. The Surety shall be a duly licensed surety company authorized to transact a business of suretyship in the jurisdiction of the Place of the Work.

6. Contract Security. Pursuant to GC 44, the successful Bidder shall, within seven (7) Days of the date of the Notice of Acceptance of the Contract or such longer time as the parties may agree, provide the

Contract Security required by GC 44. The cost of such security shall be borne by the successful Bidder.

7. Alternate Prices. Where called for, the Bidder must submit prices for all alternates shown in the places provided in the Bid Form.
8. Substitutions. Where the BID Documents stipulate that a particular kind or make of material or equipment shall be used and allow for an equal or alternate material or equipment to be substituted, no such substitution may be made unless the Consultant has, five (5) Days prior to the Closing Time, given written approval for such substitution.

When a request to substitute an allegedly equal material or equipment is made to the Consultant, the Consultant may approve the substitution either as an equal or an alternate. If an item is approved as an equal, the Bidder may use that item in place of the specified item. If the item is approved as an alternate, the Bidder shall base its Bid Price upon the specified item and shall indicate in its Bid the reduction in price which shall apply if use of the alternate item is allowed.

In submission of equals or alternates to items of material or equipment mentioned in the BID Documents, the Bidder shall in its Bid give consideration to all changes required in the Work to accommodate such equals or alternates. A claim by the Bidder for an addition to the Bid Price because of changes in Work necessitated by the use of equals or alternates shall not be considered.

9. GST/HST. It shall be assumed, unless otherwise stated, that the Bid Price does not include GST/HST. The appropriate GST/HST levy shall be paid to the successful Bidder in addition to the amount approved by the Consultant for Work performed under the Contract and, therefore, shall not affect the Bid Price.
10. Commencement of the Work. At least 10 days prior to commencement of the work, the Contractor is responsible for preparing and submitting the schedule in the form of a Gantt Chart, showing phases of the work including anticipated start and completion dates.

The Contractor shall update the Schedule monthly and submit a copy to the Owner and the Consultant. If, in the opinion of the Consultant, any Construction Schedule is inadequate as a control tool, or if it does not show the work being completed by the Contract Completion date, the Consultant may request a revised schedule until an acceptable schedule is submitted.

The Contractor shall supply all necessary equipment, labour and materials to ensure the completion dates are met.

The construction schedule is outlined in the following table, however, the City, in its sole discretion, reserves the right to alter this schedule at any time and for any reason. As part of the Construction submissions, the Contractor shall submit and adhere to a schedule that meets the following criteria:

<b>Activity</b>	<b>Date</b>
Begin Construction	Within 7 days of execution of contract documents
Construction Completion Certificate (CCC) i.e. Substantial Completion	On or before September 15, 2021

11. Material and Equipment Suppliers. The Bidder should state, if requested in the Bid Form, the names of the material and equipment Suppliers it intends to use for the Work together with the trade or brand names of the material and equipment to be supplied.
12. Subcontractors. The Bidder should state, if requested in the Bid Form, the names of the Subcontractors and Suppliers it intends to use on the Work and the portion of the Work on which each Subcontractor is intended to be used.
13. Superintendent and Project Manager. The Bidder shall state in its Bid Form the name of the Superintendent and Project Manager will use for the all of the Work in the Contract through the Warranty Period. The Superintendent and Project Manager shall be two separate people and will not be changed at any time without prior consent from Owner and Engineer through a written and fully executed Change Order.
14. Subdivision of Work. The successful Bidder shall be responsible for the administration of the Work and the subdivision of the Work to Subcontractors. All disputes as to the scope of the Work to be carried out by Subcontractors shall be resolved by the successful Bidder so that all Work is carried out in accordance with the BID Documents. No claims for extras shall be allowed on the basis that Subcontractors did not include same in their scope of Work due to any subdivisions of Work expressed or implied in the BID Documents.
15. Site Conditions and Information Documents. The Bidder should examine the Place of the Work and review the Information Documents before submitting its Bid and should satisfy itself as to the nature and location of the Work, site conditions and all matters which can in any way affect the Work.

The Information Documents are furnished merely for the general reference and convenience of each Bidder and do not form part of the BID Documents. The Information Documents are not in any way represented, warranted or guaranteed to be accurate or complete by the Owner or the Consultant. Each Bidder acknowledges and agrees that the Owner and the Consultant do not owe any duty of care to it concerning the accuracy or completeness of the Information Documents nor do they owe any duty of care to disclose any other information, data, reports or material relating to the Work or the Place of the Work.

It is the responsibility of the Bidder to examine carefully the BID Documents provided. The submission of a Bid will be considered conclusive evidence that the Bidder accepts this responsibility.

16. Bid Modification.
- (a) A Bid submitted in accordance with these Instructions to Bidders may be modified provided the modification:
    - (i) is in the form of an email or letter and all pages of such email or letter are received at the Closing Place prior to the Closing Time;
    - (ii) states the name of the Bidder and the nature of the modification; and
    - (iii) is signed by the Bidder's authorized representative.
  - (b) Where a modification is directing a change in the Bid Price, the modification shall not reveal the original Bid Price nor the revised Bid Price:
    - (i) on lump sum Bids, only the amount to be added to or deducted from the original Bid Price shall be stated;
    - (ii) when unit prices are used, only the amount to be added to or deducted from each original unit price shall be stated;
    - (iii) the Consultant shall not accept responsibility for the content of modifications or modifications that are, for any reason, delayed, illegible or otherwise improperly received. The Owner may, in its discretion, disregard modifications that are improperly received.
17. Bid Withdrawal. Any Bidder may withdraw its Bid either personally or by written request prior to the Closing Time. The withdrawal of a Bid shall not prejudice the right of such Bidder to submit a new Bid. In addition to any damages that the Owner may be entitled to, if a Bid is withdrawn after the Bid Closing Time, the accompanying Bid Security is subject to forfeiture in like manner as in the failure to execute an Agreement after award as provided herein.
18. Currency. All dollar amounts stated in the BID Documents are in Canadian dollars unless otherwise indicated.
19. Agreement between the Owner and the Bidder. The Bidder agrees that the Owner's sole obligation is to give consideration to the Bid in accordance with the BID Documents. In return, the Bidder has prepared and submitted its Bid, and agrees:
- (a) to enter into a contract with the Owner in accordance with the BID Documents if the Owner issues a notice of acceptance within forty-five (45) days of the Closing Time (or such longer period as is agreed between the parties) (the "Bid Period"); and
  - (b) that the Bid is irrevocable, valid and shall remain open for acceptance for the Bid Period.
20. Waiver. The Bidder hereby waives any claim for damages or costs of any nature against the Owner and the Consultant (including, without limitation, the cost of preparing and submitting the Bid, and any anticipated profits and contributions to overhead) arising out of the Owner's use of its discretion under the BID Documents, and the Consultant's advice to the Owner.
- In preparing and submitting the Bid, Bidders are advised that the Owner may award other contracts for work in the area.
21. Information Requests. The Bidder shall comply with any reasonable requests for information made by the Owner or the Consultant, including information about the Bidder and its superintendent, Subcontractors and Suppliers.

The Bid should include a complete list of Subcontractors and Suppliers.

22. Provincial Sales Tax (PST). Taxes and duties are to be handled in accordance with the requirements of GC18 Taxes and Duties of the general Conditions.

An Out of Province or non-resident Contractors will be required to comply with the provisions of The Provincial Sales Tax Act and register with the Revenue Division of Saskatchewan Finance. PST Bulletins and Information Notices are available from the Revenue Division of the Saskatchewan Ministry of Finance to assist Out of Province Bidders.

The Contractor will be required to provide verification of compliance with The Provincial Sales Tax Act in a form satisfactory to Owner.

Be aware that the Saskatchewan Ministry of Finance recommends, and the Owner will require that Out of Province Contractors shall post a Guarantee Bond or cash deposit in an amount equivalent to 6% of the total Contract Price. If satisfactory evidence of this bond or cash deposit is not provided to the Owner, a 6% holdback will be applied to each Contractor payment and held by the Owner until a clearance letter from the Saskatchewan Ministry of Finance is issued on behalf of the Contractor after Substantial Performance of the Contract.

**Part II**  
**Bid Form**

1. **FROM:** \_\_\_\_\_  
**(Bidder)** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TO:** \_\_\_\_\_  
**(Owner)** \_\_\_\_\_  
\_\_\_\_\_ Suite 201, 1800-11<sup>th</sup> Avenue  
\_\_\_\_\_ Regina, SK S4P 0H8

**PROJECT:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The **Bidder**, having examined and read the **BID Documents** and examined all conditions affecting the **Work**, is satisfied that it understands the **BID Documents** and declares itself competent to perform the **Work**, and does hereby irrevocably Propose and agree to perform the **Work** in accordance with the **BID Documents**, and information proposed by the Bidders through the completed **Bid Forms** listed in Schedule **A – F** attached hereto which form an integral part of this **Bid**. The **Bidder** hereby makes all of the representations to be made by the **Contractor** in Article 5 of Part IV - Agreement as if such were repeated herein.
3. The **Bidder** also agrees as follows:
- 3.1. Where quantities are included in this **Bid Form** and unit prices are requested, it is understood that:
- 3.1.1. the estimates of quantities shown in the unit price tables contained in this **Bid Form** are approximate only and for the sole purpose of comparing **Bids**;
- 3.1.2. the actual quantities involved in carrying out the **Work** may be greater or less than the said estimates of quantities set forth in this **Bid Form**;

- 3.1.3. in arriving at the unit prices set forth in this **Bid Form**, the **Bidder** has made its own estimates of the respective quantities involved and has not relied solely upon the estimates set forth in this **Bid Form**;
  - 3.1.4. except as otherwise set forth in the **General Conditions**, payment for **Work** carried out on a unit price basis shall be made on the basis of actual quantities as determined by the **Consultant** at the unit prices set forth in this **Bid Form** for each respective item of unit price **Work**, which shall be compensation in full for such **Work** notwithstanding variations between actual and estimated quantities.
  - 3.1.5. if there is a discrepancy found between the total **Bid Price** as determined by taking the total of all extensions of the unit prices multiplied by the estimated quantities shown in the **Bid Form** (the “**Calculated Bid Price**”) and the total **Bid Price** as indicated herein, the unit prices shall govern and the **Calculated Bid Price** shall be used for determination of the actual **Bid Price**. Any calculations by the **Bidder** of the estimated **Bid Price** or its components are for convenience only. The **Owner** shall be entitled to recalculate the sum of the unit prices and the estimated quantities with the total of all such sums being the actual **Bid Price**. The **Owner** shall also be entitled to utilize updated estimated quantities rather than those shown in the **Bid Form** for such calculation where the **Owner** reasonably believes that such updated estimated quantities more accurately reflect the quantities to be utilized in the **Work**.
  - 3.1.6. except as otherwise set forth in the **General Conditions**, no claim shall be made by the **Bidder** against the **Owner** or the **Consultant** on account of any loss of anticipated profits, for delays in the completion of the **Work** or any portion of the **Work** or for any other matter or thing arising from or related, directly or indirectly, to any variation between the estimated quantities set forth in this **Bid Form** and the actual quantities as determined by the **Consultant**.
4. Where the **Bid Price** is a lump sum and there is a discrepancy between the numerical and alphabetical **Bid Price**, the alphabetical **Bid Price** shall be considered as representing the intention of the **Bidder**.
  5. This **Bid** is irrevocable, and open for acceptance by the **Owner**, for the **Bid Period**. Upon acceptance of this **Bid**, the **Owner** shall issue the **Notice of Acceptance** to the **Bidder**. Communication to the **Bidder** of the **Notice of Acceptance** by delivery, facsimile or posting by prepaid mail shall constitute acceptance of this **Bid**.
  6. Within seven (7) **Days** from the date of receipt of the **Contract Documents**, the **Bidder** shall execute and return the **Agreement**, together with the **Contract Security** required pursuant to Clause 7 of the **Instructions to Bidders**, to the **Owner**. Should the **Bidder** fail to execute and return the **Agreement** and **Contract Security** as aforesaid, whether any other Bid has previously been accepted or not, the **Bid Security** shall be forfeited to the **Owner** and the **Owner** shall be entitled to withdraw the **Notice of Acceptance**. The forfeiture of the **Bid Security** shall not be construed as a waiver of any rights or remedies which the **Owner** may have against the **Bidder** for loss or damage incurred or suffered in excess of the amount of the **Bid Security**.
  7. The **Agreement** shall be dated as of the date of the **Notice of Acceptance**.
  8. The **Bidder** shall perform the **Work** in such manner so as to substantially complete the **Work** according to the following milestones which shall comprise the **Project Schedule**:
    - On or before the **15th day of September 2021**.



9. No person, firm or corporation other than the **Bidder** has any interest in this **Bid** or in the proposed **Contract** for which this **Bid** is made and to which it relates.
10. This **Bid** is made by the **Bidder** without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a Bid for the same **Contract** and is in all respects fair and without collusion or fraud.
11. Schedule A - Bidder Information:

<b>Bidder Name</b>	
<b>Address</b>	
<b>City</b>	
<b>Province</b>	
<b>Postal Code</b>	
<b>Contact Name</b>	
<b>Contact Information (email, telephone number)</b>	
<b>Copy Certificate of Recognition from Saskatchewan Construction Safety Association or from Saskatchewan Heavy Construction Association</b>	Include a copy of the Certificate in the Bid Submission

12. By submitting a Bid, the Bidder declares:
  - 12.1. The Bidder has obtained and read all BID Documents, and;
  - 12.2. The Bidder has obtained and read all Addenda and the modifications to the BID Document noted therein have been considered and the effects are included in the Bid, and;
  - 12.3. The Bidder declares that it will comply with all of the rules and regulations of the BID, and;
  - 12.4. The Bidder declares that all information, which it has provided or will provide to the Owner during the BID process, is true, and;
  - 12.5. The Bidder declares that if its Bid is accepted, it will provide the required proof of Insurance, Bonds and Worker's Compensation Board Letter and execute the Contract. The Bidder will endeavour in good faith and in a timely manner to finalize the Contract promptly.

13. Schedule B - Proposed Superintendent Experience: Submit three construction contracts for the Bidder's proposed Superintendent within the past 10 years for which the proposed Superintendent acted as the superintendent for the entire performance of the work in the contract.

Name of Superintendent: \_\_\_\_\_

Number of years as an employee of Bidder: \_\_\_\_\_

Years of experience as a superintendent: \_\_\_\_\_

	Contract 1	Contract 2	Contract 3
<b>Contract Title</b>			
<b>Contract Location</b>			
<b>Name of Owner</b>			
<b>Name of Contract Administrator</b>			
<b>Contract Value</b>			
<b>Award Date</b>			
<b>Date of Substantial Performance</b>			
<b>No. of lost time by injuries</b>			
<b>Owner Contact Information (name, email &amp; telephone number)</b>			
<b>Contract Administrator Contact Information (name, email &amp; telephone number)</b>			

<p><b>Description of the work</b></p>			
---------------------------------------	--	--	--

14. Schedule C - Proposed Project Manager Experience: Submit three construction contracts for the Bidder's proposed Project Manager within the past 10 years for which the proposed Project Manager acted as the project manager for the entire performance of the work in the contract.

Name of Project Manager: \_\_\_\_\_

Number of years as an employee of Bidder: \_\_\_\_\_

Years of experience as a project manager: \_\_\_\_\_

	Contract 1	Contract 2	Contract 3
<b>Contract Title</b>			
<b>Contract Location</b>			
<b>Name of Owner</b>			
<b>Name of Contract Administrator</b>			
<b>Contract Value</b>			
<b>Award Date</b>			
<b>Date of Substantial Performance</b>			
<b>Owner Contact Information (name, email &amp; telephone number)</b>			
<b>Contract Administrator Contact Information (name, email &amp; telephone number)</b>			

<p><b>Description of the work</b></p>			
---	--	--	--

15. Schedule D - Subcontractors: Complete copies of Schedule D for each subcontractor proposed by the Bidder including information for each of three similar contracts performed by the subcontractor in the past 10 years.

<b>Subcontractor Name:</b>	
<b>Proposed Scope of Work:</b>	
<b>Subcontractor's Reference Contract 1</b>	
<b>Contract Name</b>	
<b>Scope of work performed</b>	
<b>Value of work performed (\$)</b>	
<b>Start and end date work performed</b>	
<b>General Contractor Contact (name, telephone number, email)</b>	
<b>Owner Contact (name, telephone number, email)</b>	
<b>Contract Administrator Contact (name, telephone number, email)</b>	
<b>Subcontractor's Reference Contract 2</b>	
<b>Contract Name</b>	
<b>Scope of work performed</b>	
<b>Value of work performed (\$)</b>	
<b>Start and end date work performed</b>	

<b>General Contractor Contact (name, telephone number, email)</b>	
<b>Owner Contact (name, telephone number, email)</b>	
<b>Contract Administrator Contact (name, telephone number, email)</b>	
<b>Subcontractor's Reference Contract 3</b>	
<b>Contract Name</b>	
<b>Scope of work performed</b>	
<b>Value of work performed (\$)</b>	
<b>Start and end date work performed</b>	
<b>General Contractor Contact (name, telephone number, email)</b>	
<b>Owner Contact (name, telephone number, email)</b>	
<b>Contract Administrator Contact (name, telephone number, email)</b>	

16. Schedule E – Price Bid

No.	Description	Unit	Unit Price	Quantity	Amount
<b>1.00</b>	<b>GENERAL</b>				
1.01	Mobilization/Demobilization	Lump Sum	\$	100%	\$
1.02	Site Works & Maintenance	Lump Sum	\$	100%	\$
1.02	Traffic Accommodations (T-101)	Lump Sum	\$	100%	\$
	<b>SUB-TOTAL 1</b>				\$
<b>2.00A</b>	<b>Sanitary main (200 mm HDPE DR13.5 PE 4710) – Open Trench Installation Alternative</b>				
2.01A	Sanitary Main	Lineal Meter	\$	620	\$
2.02A	Sanitary Main – Trenchless Installation – Hillcrest Drive Crossing (Refer to Drawings C-201)	Lineal Meter	\$	30	\$
2.03A	Sanitary Main Insulation – Refer to Dwg C-201 and C-202)	Lineal Meter	\$	125	\$
2.04A	Connection to Existing Manhole	Lump Sum	\$	100%	\$
2.05A	Connection to Existing Sewer Main	Lump Sum	\$	100%	\$
2.06A	Gate Valve (200 mm)	Each	\$	2	\$
2.07A	CCTV Inspection	Lineal Meter	\$	650	\$
2.08A	Landscaping – Planting Soil, finish grading and course grass seeding etc.	Square Meter	\$	3870	\$
	<b>SUB-TOTAL 2A Open Trench Installation Alternative</b>				\$
<b>2.00B</b>	<b>Sanitary main (200 mm HDPE DR13.5 PE 4710) – Trenchless Installation Alternative</b>				
2.01B	Sanitary Main	Lineal Meter	\$	620	\$
2.02B	Sanitary Main – Hillcrest Drive Crossing (Refer to Drawings C-201)	Lineal Meter	\$	30	\$
2.03B	Sanitary Main Insulation – Refer to Dwg C-201 and C-202)	Lineal Meter	\$	125	\$
2.04B	Connection to Existing Manhole	Lump Sum	\$	100%	\$
2.05B	Connection to Existing Sewer Main	Lump Sum	\$	100%	\$
2.06B	Gate Valve (200 mm)	Each	\$	2	\$
2.07B	CCTV Inspection	Lineal Meter	\$	650	\$
2.08B	Landscaping – Planting Soil, finish grading and course grass seeding etc.	Square Meter	\$	900	\$
	<b>SUB-TOTAL 2B – Trenchless Installation Alternative</b>				\$
<b>3.00</b>	<b>Surface Works</b>				
3.01	Clearing and Grubbing	Lump Sum	\$	100%	\$
3.02	Road Repair (As per structure in Spec. drawing D-103 Collector)	Square meter	\$	100	\$
3.03	Standard Curb and Gutter (As per structure in Spec. Drawing D-201 Refer to Dwg. D-201)	Lineal Meter	\$	10	\$
	<b>SUB-TOTAL 3</b>				\$
<b>4.00</b>	<b>Miscellaneous</b>				
4.01	Utility Crossing* <sup>1</sup>	Each	\$		\$
4.02	Quality Assurance Material Testing Cash Allowance	Cash Allowance	\$10,000	100%	\$10,000
	<b>TOTAL – OPEN TRENCH INSTALLATION ALTERNATIVE</b>				
	SUM OF SUB-TOTAL 1, 2A, 3, 4				\$
	GST (5%)				\$



	PST (6%)	\$
	<b>TOTAL PRICE BID – Open Trench Installation Alternative</b>	<b>\$</b>
	<b>CONTINGENCY (10% OF TOTAL PRICE BID – Open Trench Installation Alternative)</b>	<b>\$</b>
	<b>TOTAL – TRENCHLESS INSTALLATION ALTERNATIVE</b>	
	SUM OF SUB-TOTAL 1, 2B, 3, 4	\$
	GST (5%)	\$
	PST (6%)	\$
	<b>TOTAL PRICE BID – Trenchless Installation</b>	<b>\$</b>
	<b>CONTINGENCY (10% OF TOTAL PRICE BID – Trenchless Installation)</b>	<b>\$</b>

**Please Note:**

Payment will not be made from any contingency monies without an approved change order.

\*<sup>1</sup> Contractor to estimate quantity

17. Bidder Checklist

NO	DESCRIPTION	CHECK ?
.1	Bid Security	
.2	Consent of Surety	
.3	Copy of Certificate of Recognition from Saskatchewan Construction Safety Association	
.4	Schedule A	
.5	Schedule B	
.6	Schedule C	
.7	Schedule D	
.8	Schedule E (Please note City reserves the right to select either open trench or trenchless installation for Sanitary Main)	

18. The **Bidder** hereby acknowledges receipt of the following **Addenda** to the **RFQ Documents**:

Addendum No. \_\_\_\_\_ Date of Issue \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date of Issue \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date of Issue \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date of Issue \_\_\_\_\_

19. Accompanying this **Bid** is the **Bid Security** in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) DOLLARS payable to the **Owner** which is subject to forfeiture as provided in Clause 6 hereof.

SIGNED AND DELIVERED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*If **Bidder** is an incorporated entity:*

\_\_\_\_\_) )  
\_\_\_\_\_) )  
Name of Corporation \_\_\_\_\_) )  
\_\_\_\_\_) )  
Signature of Authorized Representative \_\_\_\_\_) (Corporate Seal)  
\_\_\_\_\_) )  
Name \_\_\_\_\_) )  
Title \_\_\_\_\_) )  
Address \_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )

If **Bidder** is an individual or an unincorporated entity:

Name of Business (if any)	)	Signature of Witness
Signature of Individual or Authorized Representative	)	Name
Name of Individual or Authorized Representative	)	Address
Title	)	
Address	)	
	)	
	)	
	)	

**Part III**  
**Consent of Surety**

The undersigned surety company does hereby consent and agree to become bound as surety to provide the **Contract Security**

(a) in an approved performance bond for the amount of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) Dollars

- and -

(b) in an approved labour and materials payment bond for the amount of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) Dollars

all for the fulfilment of the **Contract** for the **Work** covered by the annexed **Contract Documents**, which may be awarded to:

\_\_\_\_\_  
Name of **Bidder**

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

at the **Bid Price**. The undersigned surety company is legally entitled to do business in the Province of \_\_\_\_\_ and is worth, over and above its present liabilities, in excess of the total amount of the bonds referred to herein.

DATED at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Surety Company

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

(Corporate Seal)

Per: \_\_\_\_\_  
Signature of Authorized Representative

Per: \_\_\_\_\_  
Signature of Authorized Representative

**Part IV  
Agreement**

THIS **AGREEMENT** made this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_.

BETWEEN:

City of Swift Current  
\_\_\_\_\_  
PO Box 340  
\_\_\_\_\_  
Swift Current, SK S9H 3W1  
\_\_\_\_\_  
(herein called the "**Owner**")

OF THE FIRST PART

AND:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(herein called the "**Contractor**")

OF THE SECOND PART

WITNESSES that the **Owner** and the **Contractor** covenant and agree as follows:

1. **Contract Documents**

1.1. That the following documents, together with this **Agreement**, shall constitute the **Contract Documents**:

- Part I - Instructions to Bidders**
- Part II – Bid Form**
- Addenda (if any)**
- Part III - Consent of Surety**
- Notice of Acceptance**
- Part V - Definitions**
- Part VI - General Conditions**
- Part VII - Supplementary Conditions**
- General Requirements**
- Drawings and Specifications, as listed in the index of the BID Documents**
- Schedules**

**2. Contractor's Covenants**

The **Contractor** undertakes and agrees to:

2.1. perform the **Work** required by the **Contract Documents**:

for: Lift Station No.7 Forcemain Installation  
***Title of the Work***

located at: Swift Current, SK  
***Place of the Work***

and for which AECOM Canada Ltd. is acting as and is herein called the **Consultant**;

2.2. commence the **Work** within a reasonable time after the date of the **Notice of Acceptance** and, subject to adjustment in the **Contract Time** as provided for in the **Contract Documents**, attain completion of the **Work**, \_\_\_\_\_ (the "**Completion Date**");

2.3. in accordance with GC12, pay to the **Owner** as liquidated damages and not as a penalty the sum(s) stipulated in the **Supplementary Conditions** if the **Work** has not been completed by the **Completion Date** or, if applicable, a specified portion(s) of the **Work** has not been completed by the milestone completion date(s) stipulated in the **Supplementary Conditions**;

2.4. indemnify and hold the **Owner** and the **Consultant** harmless from and against any suits, claims, demands, liability, costs, damages, or expenses, including reasonable legal fees, made or incurred by **Other Contractors** involved in the **Project**, arising from the **Contractor's** failure to complete the **Work** by the **Completion Date** or, if applicable, the **Contractor's** failure to complete one or more specified portions of the **Work** by the milestone completion date(s) stipulated in the **Supplementary Conditions**; and

2.5. do and fulfil everything indicated by the **Contract Documents**.

**3. Contract Price**

3.1. The **Contract Price**, which excludes the Goods and Services Tax, means the **Bid Price** subject to the adjustments, additions, deductions and deletions as provided in the **Contract Documents**.

3.2. The **Bid Price** is \$\_\_\_\_\_ as set forth in the **Notice of Acceptance**.

**4. Payment**

4.1. Subject to the provisions of the **Contract Documents**, the **Owner** shall:

4.1.1. make progress payments to the **Contractor** on account of the **Contract Price**, in the amounts certified by the **Consultant**, within thirty (30) **Days** after receipt of each certificate for payment in accordance with GC 22;

- 4.1.2. retain from each payment to the **Contractor** a percentage holdback as required by applicable lien legislation or, where such legislation does not exist or apply, a holdback of fifteen percent (15%) of each payment to the **Contractor**. The **Owner** shall administer any amounts withheld from the **Contractor** in accordance with the provisions of any applicable lien legislation; and
- 4.1.3. the **Owner** shall pay to the **Contractor** the unpaid balance of holdback monies then due: i) within thirty (30) **Days** of expiration of the holdback period required by the applicable lien legislation; or such earlier date as required by provincial legislation; or ii) where such lien legislation does not exist or apply, fifty-five (55) **Days** after the date on which the **Interim Certificate of Completion** is issued; or iii) where no **Interim Certificate of Completion** is issued, and lien legislation does not exist or apply, fifty-five (55) **Days** after the date of the **Final Certificate of Completion**, provided that the **Contractor** has submitted to the **Consultant**, prior to such payment the following:
  - 4.1.3.1 a current Statutory Declaration verifying that all **Subcontractors**, **Suppliers**, labour and accounts for services, materials, machinery and equipment, and any other indebtedness which may have been incurred by the **Contractor**, directly or indirectly, in the performance of the **Work** have been fully paid by the **Contractor** except for unpaid holdbacks on such subcontracts and that no lien has been filed against the **Contractor**, the **Project**, the premises or any materials supplied to or incorporated in the **Work** or in respect of anything done under or by virtue of the **Contract**;
  - 4.1.3.2 a letter of clearance or certificate from the **Workers' Compensation Board** verifying that all assessments due by the **Contractor** have been fully paid;
  - 4.1.3.3 if requested by the **Owner**, a letter from the **Contractor's** surety (if any) approving the release of holdback;
  - 4.1.3.4 all record documents, showing changes as constructed, operating and maintenance manuals, guarantees, warranties, certificates, reports, spare parts and spare materials required by the **Contract Documents**; and
  - 4.1.3.5 a Final Release and Indemnity in the form attached to the General Conditions as Attachment "A".
- 4.2. If a lien is filed against the **Project** in respect of the **Work** by any **Subcontractor**, or **Supplier** or other person claiming through, by or under the **Contractor** or any of its **Subcontractors** or **Suppliers**:
  - 4.2.1 the **Owner** may, at its option, instruct the **Contractor** to cause the said lien to be removed from the title to the **Project** within ten (10) **Days** from the date of such notice by direct payment, furnishing of a bond, payment into court or otherwise;
  - 4.2.2 if the lien is not removed from the title to the **Project** within such time or such further time as may be subsequently agreed upon, the **Owner**, without prejudice to any other right or remedy it may have, may take such steps or proceedings, including payments, settlements or compromise of the lien or payment into court, as the **Owner** reasonably determines as necessary to procure the release of the lien, and all payments and costs, including legal fees and disbursements incurred



by the **Owner** shall be paid by the **Contractor** to the **Owner** or may be deducted from any amount then due or thereafter becoming due to the **Contractor**; and

- 4.2.3 the **Contractor** shall, if requested by the **Owner**, defend, indemnify and save the **Owner** harmless from the amount of all such liens and the costs of defending any and all actions commenced against the **Owner** pursuant to any applicable lien legislation, including the legal costs and disbursements incurred by the **Owner**.
- 4.3. Notwithstanding anything otherwise contained in the **Contract**, the **Consultant** may, in its discretion, withhold, or on account of subsequently discovered evidence, nullify the whole or any part of any previously issued certificate, to such an extent as may be necessary to protect the **Owner** from loss on account of any of the following:
- 4.3.1. the **Contractor's** unsatisfactory prosecution of the **Work**;
  - 4.3.2. defective or damaged **Work** requiring correction or replacement;
  - 4.3.3. claims or liens filed or reasonable evidence indicating the probable filing of claims or liens;
  - 4.3.4. failure of the **Contractor** to make payments promptly to **Suppliers** or **Subcontractors** for materials or labour;
  - 4.3.5. a reasonable doubt by the **Consultant** that the **Contract** can be completed for the unpaid balance of the **Contract Price**;
  - 4.3.6. damage to any **Other Contractor's** work which has not been settled and which may result in the **Other Contractor** whose work has been damaged bringing action against the **Owner**. In case of such action, the **Contractor** shall bear the expense of same; or
  - 4.3.7. any amounts for maintenance holdbacks, commissioning allowances and liquidated damages.

When the basis for nullifying the previously issued certificate has been removed, the **Consultant** shall, subject to receipt by the **Consultant** of any documents mentioned in Clause 4.1.3 hereof requested by the **Consultant**, reissue the applicable certificate. Within thirty (30) **Days** of receiving the reissued certificate, the **Owner** shall make payment to the **Contractor** in the amounts set out in the applicable certificate.

- 4.4. 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 one percent (1%) per annum above the Prime Rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis. The Prime Rate shall be the rate established by the Royal Bank of Canada as its Prime Rate from time to time.

Interest shall apply at the rate and in the manner prescribed above on the amount of any claim settled pursuant to GC 45 from the date the amount would have been due and payable under the **Contract**, had it not been in dispute, until the date it is paid.

## 5. **Contractor's Representations**

The **Contractor** makes the following representations and acknowledges the **Owner's** reliance thereon:

- 5.1. the **Contractor** is skilled and experienced in all aspects of construction work and is well able to perform the **Work** within the **Contract Time** and for the **Contract Price**;
- 5.2. the **Contractor** is an expert in this field of work and is fully knowledgeable and experienced in all aspects of required procedures, methods, regulations, codes, and municipal or other local, provincial and/or national requirements and understands that the **Owner** is relying on this expertise, knowledge and experience;
- 5.3. the **Contractor** has examined the **Place of the Work** as provided in Clause 16 of the **Instructions to Bidders** and has familiarized itself with the nature and extent of the **Contract Documents**, the **Work** and with all local conditions and federal, provincial and local laws, ordinances, rules and regulations that in any manner affect the cost, progress or performance of the **Work**;
- 5.4. the **Contractor** acknowledges that the **Information Documents** and any **Additional Data** have been or shall be made available to the **Contractor** for the **Contractor's** information only and that the **Contractor** has made such inspection of the **Information Documents** and any **Additional Data** as the **Contractor** deems appropriate for the **Contractor's** purposes. The **Contractor** further acknowledges that:
  - 5.4.1. the **Information Documents** and the **Additional Data** are or shall be provided without warranty of any kind, express or implied;
  - 5.4.2. neither the **Owner** nor the **Consultant** has represented that the **Information Documents** or the **Additional Data** are accurate, complete or suitable for the **Contractor's** purposes;
  - 5.4.3. the **Information Documents** and any **Additional Data** do not form part of the **Contract Documents**; and
  - 5.4.4. any reliance made by the **Contractor** on the **Information Documents** or the **Additional Data** is entirely at the **Contractor's** own risk;
- 5.5. the **Contractor** has made or caused to be made examinations, investigations, and tests and has carefully studied reports and related data based thereon or obtained therefrom, in addition to those referred to in Clause 5.4. hereof, as it deems necessary for the performance of the **Work** at the **Contract Price**, within the **Contract Time** and in accordance with the other terms and conditions of the **Contract Documents**; and no additional examinations, investigations, tests, reports or similar data are or shall be required by the **Contractor** for such purpose;
- 5.6. the **Contractor** has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the **Contract Documents**;
- 5.7. the **Contractor** has given the **Consultant** written notice of all conflicts, errors or discrepancies that it has discovered in the **Contract Documents** and the written resolution thereof by the **Consultant** is acceptable to the **Contractor** or, if no written notice has been given, the **Contractor** acknowledges that the **Contract Documents** are acceptable as written.

6. **Succession**

The **Contract Documents** are to be read into and form part of this **Agreement** and the whole shall constitute the **Contract** between the parties, and subject to the law and the provisions of the **Contract Documents** shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

7. **Receipt of and Addresses for Notices**

Communications in writing between the parties or between them and the **Consultant** shall be deemed to have been received by the addressee on the date of delivery if delivered by hand or sent by facsimile or registered mail to the individual or to a member of the firm or to an officer of the corporation for whom they are intended and if sent by regular mail shall be deemed to have been delivered within five (5) **Days** of the date of mailing when addressed as follows:

The **Owner** at:                   City of Swift Current  
  PO Box 944  
  Swift Current, SK S9H 3W1

The **Contractor** at:           \_\_\_\_\_

  \_\_\_\_\_

  \_\_\_\_\_

The **Consultant** at:        AECOM Canada Ltd.  
  Suite 201, 1800 – 11<sup>th</sup> Avenue    Phone: (306) 537-2861  
  Regina, SK S4P 0H8

Provided that if there shall be, at the time of mailing or between the time of mailing and the actual receipt thereof, a mail strike, slowdown or other event which might affect delivery by the mail, then such notice, payment or other communication shall be effective only if actually delivered by hand or facsimile.

8. **Rights and Remedies**

8.1.     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.

8.2.     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.

8.3. The **Contract** shall be interpreted under and governed by the laws of the **Place of the Work**.

IN WITNESS WHEREOF the parties hereto have executed this **Agreement** by the hands of their duly authorized representatives.

*If **Owner** is an incorporated entity:*

\_\_\_\_\_) )  
Name of Corporation ) )  
\_\_\_\_\_) )  
Signature of Authorized Representative ) )  
\_\_\_\_\_) )  
Name ) )  
\_\_\_\_\_) )  
Title ) )  
\_\_\_\_\_) )  
Address ) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_)

(Corporate Seal)

*If **Owner** is an individual or an unincorporated entity:*

\_\_\_\_\_) )  
Name of Business (if any) ) )  
\_\_\_\_\_) )  
Signature of Individual ) )  
or Authorized Representative ) )  
\_\_\_\_\_) )  
Name of Individual ) )  
or Authorized Representative ) )  
\_\_\_\_\_) )  
Title ) )  
\_\_\_\_\_) )  
Address ) )  
\_\_\_\_\_) )  
\_\_\_\_\_)

\_\_\_\_\_) )  
Signature of Witness ) )  
\_\_\_\_\_) )  
Name ) )  
\_\_\_\_\_) )  
Address ) )  
\_\_\_\_\_) )  
\_\_\_\_\_)

If **Contractor** is an incorporated entity:

\_\_\_\_\_) )  
Name of Corporation ) )  
\_\_\_\_\_) )  
Signature of Authorized Representative ) )  
\_\_\_\_\_) )  
Name ) )  
\_\_\_\_\_) )  
Title ) )  
\_\_\_\_\_) )  
Address ) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_)

(Corporate Seal)

If **Contractor** is an individual or an unincorporated entity:

\_\_\_\_\_) )  
Name of Business (if any) ) )  
\_\_\_\_\_) )  
Signature of Individual ) )  
or Authorized Representative ) )  
\_\_\_\_\_) )  
Name of Individual ) )  
or Authorized Representative ) )  
\_\_\_\_\_) )  
Title ) )  
\_\_\_\_\_) )  
Address ) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_)

\_\_\_\_\_) )  
Signature of Witness ) )  
\_\_\_\_\_) )  
Name ) )  
\_\_\_\_\_) )  
Address ) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_)

**Part V**  
**Definitions**

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

1. **Addenda** means the documents designated as such in Clause 18 of the **Bid Form**.
2. **Additional Data** means any information, data, reports or other material relating to the **Work** or the **Place of the Work**, other than the **Information Documents**, provided to **Contractor** from time to time by **Owner** or **Consultant**.
3. **Bid** means a **Bidder's** priced offer to the **Owner** for the performance of the **Work** in accordance with the **BID Documents**.
4. **Bidder** means a person or entity which submits a **Bid/Quote**. **Bidder** is treated throughout the **Contract Documents** as if it were of singular number and neuter gender. The **Bidder** which submits the successful **Bid/Quote** becomes the **Contractor** upon award of the **Contract**.
5. **Bid Closing Time** means the scheduled time for receipt of **Bids** designated in Clause 1 of the **Instructions to Bidders**.
6. **RFQ Documents** means those documents listed in Clause 4 of the **Instructions to Bidders** and shall include amendments to such documents made pursuant to the provisions thereof.
7. **Bid Period** means the period of time designated in Clause 19 of the **Instructions to Bidders**.
8. **Bid Price** means the amount shown in Clause 3.2 of the **Agreement**.
9. **BidSecurity** means the documents designated as such in Clause 5 of the **Instructions to Bidders**.
10. **Change Directive** means a written instruction prepared by the **Consultant** and signed by the **Owner** pursuant to GC 24, directing a change in the **Work** which is within the general scope of the **Contract Documents**.
11. **Change Order** means a written amendment to the **Contract** prepared by the **Consultant** and signed by the **Owner** and the **Contractor** pursuant to GC 23, 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.
12. **Closing Place** means the location for delivery of **Bids** designated in Clause 1 of the **Instructions to Bidders**.
13. **Completion Date** means the date designated as such in Clause 2.2 of the **Agreement** as adjusted pursuant to the provisions of the **Contract Documents**.
14. **Consultant** means the person or entity designated as such in the **Contract Documents**. The **Consultant** is treated throughout the **Contract Documents** as if it were of singular number and neuter gender

15. **Contract** means 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.
16. **Contract Documents** means those documents listed in Clause 1.1 of the **Agreement** and shall include amendments thereto made pursuant to the provisions thereof.
17. **Contract Price** means the amount designated as such in Clause 3.1 of the **Agreement** as adjusted pursuant to the provisions of the **Contract Documents**.
18. **Contract Security** means the security required to be provided by the **Contractor** pursuant to GC 44.
19. **Contract Time** means the period of time stipulated in the **Agreement** for completion of the **Work**, as amended from time to time pursuant to the provisions of the **Contract Documents**.
20. **Contract Work Schedule** means the document designated as such in GC 10.2.
21. **Contractor** means the person or entity designated as such in the **Contract Documents**. The **Contractor** is treated throughout the **Contract Documents** as if it were of singular number and neuter gender.
22. **Contractor Caused Event** means an event caused by the **Contractor** or any person or party employed or engaged by the **Contractor** either directly or indirectly.
23. **Day** means a calendar day.
24. **Drawings** means 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.
25. **Excusable Event** means an event outside the **Contractor's** reasonable control.
26. **Final Certificate of Completion** means the certificate issued by the **Consultant** pursuant to GC 35.6.
27. **GC** means the General Conditions.
28. **GST/HST** means Goods and Services Tax/Harmonized Sales Tax.
29. **Information Documents** means any information, data, reports or other material relating to the **Work** or the **Place of the Work** provided to **Bidders** pursuant to Clause 15 of the **Instructions to Bidders**.
30. **Interim Certificate of Completion** means the form required by Provincial lien legislation to be issued by the **Consultant** or the payment certifier when **Substantial Performance of the Work** has been achieved or, where no such form exists, in the **Consultant's** standard form certificate issued by the **Consultant** pursuant to GC 35.2.
31. **Notice of Acceptance** means the written notice by the **Owner** to the successful **Bidder** stating that it has been awarded the **Contract**.
32. **Notice of Project** means a notice required to be posted by Provincial health and safety legislation at the commencement of **Work**.

33. **Other Contractor** means a person or entity employed by or having a **Contract** directly or indirectly with the **Owner** otherwise than through the **Contractor**.
34. **Owner** means the person or entity designated as such in the **Contract Documents**. The **Owner** is treated throughout the **Contract Documents** as if it were of singular number and neuter gender.
35. **Owner Caused Event** means an event of default or neglect caused solely by the **Owner**.
36. **Place of the Work** means the site or location of the **Project** as designated in Clause 2.1 of the **Agreement**.
37. **Prime Contractor** means the person or entity solely responsible for construction safety for the **Project** and for compliance with the **Safety Regulations** and for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the **Work**, and without limitation, includes the “Prime Contractor” under the health and safety legislation applicable in British Columbia and Alberta and the “Constructor” under the health and safety legislation applicable in Ontario.
38. **Products** means material, machinery, equipment, fixtures, systems and other items forming the **Work**, but does not include machinery and equipment used to prepare, fabricate, convey or erect the **Work**, which are normally referred to as construction machinery and equipment.
39. **Project** means the total construction contemplated of which the **Work** may be the whole or a part.
40. **Project Schedule** means the document designated as such in GC 10.1.
41. **Provide** means to supply and install.
42. **Safety Regulations** means the rules, regulations, and practices required by the construction health and safety legislation applicable to the **Place of the Work**.
43. **Specifications** means that portion of the **Contract Documents**, wherever located and whenever issued, consisting of the written requirements and standards for **Products**, workmanship and the services necessary for the performance of the **Work**.
44. **Subcontractor** means a person or entity having a direct contract with the **Contractor** or another **Subcontractor** for the execution of a part or parts of the **Work**, or to supply **Products** worked to a project-specific design according to the **Contract Documents**.
45. **Submittals** means drawings, diagrams, illustrations, schedules, performance charts, **Product** data and samples, brochures and other data which the **Contractor** provides, or is required to provide, in order to illustrate details of a portion of the **Work**.
46. **Substantial Defects** means those defects in the **Work** which affect the **Work** to such an extent or in such a manner that a significant part or whole of the **Work** is unfit for the purpose intended by the **Contract Documents**.
47. **Substantial Performance of the Work** has the meaning attributed to “Substantial Performance of the Work” or “Completed” in the lien legislation applicable to the **Place of the Work**. If such legislation is not in force or does not contain such definition, **Substantial Performance of the Work** shall mean that the **Work** is ready for use or is being used for the purpose intended.
48. **Supplier** means a person or entity having a direct contract with the **Contractor**, another **Supplier** or a **Subcontractor**, to supply **Products** not worked to a project-specific design for the **Work**.



49. **Warranty Period** means the period of twelve (12) months, or such longer period as specified in the **Contract Documents**, from the date of the **Interim Certificate of Completion** or, if an **Interim Certificate of Completion** is not issued, from the date of the **Final Certificate of Completion** during which the **Contractor** is required to correct any defects or faults in the **Work** pursuant to the provisions of GC 36.1.
50. **Work** means the total construction and services and the carrying out and doing of all things, whether of a temporary or permanent nature, required by or reasonably inferable from the **Contract Documents**.
51. **Workers Compensation Board** means the government entity having responsibility for worker compensation legislation in the jurisdiction of the **Place of the Work**.

**Part VI**  
**General Conditions**

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**Part VI****General Conditions****1. Contract Documents**

- 1.1. The **Contract Documents** are complementary and what is required by anyone shall be as binding as if required by all.
- 1.2. If there is a conflict within the **Contract Documents**:
  - 1.2.1. the **Contractor** shall promptly notify the **Consultant** of the conflict;
  - 1.2.2. the order of priority of documents, from highest to lowest, shall be:
    - **Addenda (if any);**
    - **Part VII - Supplementary Conditions;**
    - **Part I - Instructions to Bidders;**
    - **Part IV - Agreement;**
    - **Part V - Definitions;**
    - **Part II – Bid Form;**
    - **Part III - Consent of Surety;**
    - **Notice of Acceptance;**
    - **Part VI - General Conditions;**
    - **General Requirements;**
    - **Schedules;**
    - **Specifications; and**
    - **Drawings;**
  - 1.2.3. **Drawings** of larger scale shall govern over those of smaller scale of the same date;
  - 1.2.4. dimensions shall not be scaled from **Drawings** under any circumstances. In the event the **Contractor** requires dimensions not shown on **Drawings**, **Contractor** shall request the required dimensions from **Consultant**; and
  - 1.2.5. later dated documents shall govern over earlier dated documents of the same type.
- 1.3. Any work that may reasonably be inferred from the **Contract Documents** as being required to perform the **Work** shall form part of the **Work** and shall be performed by the **Contractor**, whether or not it is specifically called for, and shall include the supply of all materials, plant, labour, equipment necessary to complete the **Work**. The intent is that a complete project will be provided by the **Contractor**.
- 1.4. Reference to standard **Specifications**, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect on the date of the **Agreement**, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the **Contract Documents**) shall change the duties and responsibilities of the **Owner**, the **Contractor** or the **Consultant**, or any of their agents or employees from those set forth in the **Contract Documents**.

- 1.5. Words and abbreviations used in the **Contract Documents** which have well known technical or trade meanings, or are defined in the **Contract Documents**, shall be interpreted in accordance with such meanings or **Definitions**.
- 1.6. Industry standards, whether or not bound or referred to in the **Contract Documents**, shall apply to the **Work**.
- 1.7. The **Contractor** is responsible for the coordination of metric and imperial dimensions as shown on the **Drawings** and as specified.
- 1.8. The **Contractor** is responsible to coordinate all **Drawings** to totally complete the **Work**.
- 1.9. The **Drawings** are a diagrammatic view of the **Work** required but do not limit the extent of the work required to totally complete the details and work intended. It is the **Contractor's** responsibility to apply its expertise to execute the intended work shown on the **Specifications** and **Drawings**. The **Contractor** shall coordinate all **Drawings** with the sizes and dimensions of services, fixtures and equipment in the locations shown on the plans or as site conditions permit. Any changes required to facilitate and complete the installation of such services, fixtures or equipment shall be made at no additional cost to the **Owner**, unless a **Change Order** or a **Change Directive** has been issued.
- 1.10. Notwithstanding the apparent generality of the **Specifications** or the **Drawings** as to any detail, or the apparent omission from them of a detailed description concerning any point, the **Specifications** and the **Drawings** shall be interpreted as requiring that only the best general practice is to prevail and that only material and workmanship of the first quality are to be used in the performance of the **Work**.
- 1.11. Whenever in the **Contract Documents** the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of the **Consultant** as to the **Work**, it is intended that such requirement, direction, review or judgment shall be solely to evaluate the **Work** for general conformance with the design concept for the **Project** (unless there is a specific statement indicating otherwise). Notwithstanding any such requirement, direction, review or judgement by the **Consultant**, the **Consultant** does not have authority to supervise or direct performance of the **Work** or authority to undertake responsibility contrary to the provisions of GC 5.

## 2. **Supplemental Instructions**

- 2.1. During the progress of the **Work**, the **Consultant** shall furnish to the **Contractor** such supplemental instructions to supplement the **Contract Documents** as may be necessary, in the opinion of the **Consultant**, to carry out the design concept for the **Project**. In giving such supplemental instructions, the **Consultant** shall have authority to make minor changes in the **Work**, not inconsistent with the intent of the **Contract Documents**, and the **Work** shall be executed in conformity therewith.
- 2.2. Supplemental instructions may be in the form of **Specifications**, **Drawings**, samples, models or written instructions and shall not result in a change in the **Contract Price** or the **Contract Time**.
- 2.3. The **Contractor** shall work only from **Specifications** and **Drawings** approved for construction. Where revised **Specifications** and **Drawings** have been issued, the **Contractor** shall be responsible, at its own expense, for the correction of any errors in the **Work** made as the result of not working from current **Specifications** and **Drawings**.

### 3. Copies Furnished

- 3.1. The **Contractor** shall be provided with up to three (3) complete sets of **Contract Documents** at no charge. Subsequent sets required by the **Contractor** will be provided for a non-refundable charge of one hundred dollars (\$100.00) per set.
- 3.2. All **Specifications, Drawings**, samples, models and other information furnished by the **Consultant** shall be used only with respect to the **Work**, shall not be used on other work, shall not be copied or revised in any manner, and shall be returned to the **Consultant**, on request, at the completion of the **Work**. Any samples or models furnished by the **Contractor** or the **Owner** are the property of the **Owner**.
- 3.3. The **Contractor** shall comply with the Electronic Data License attached as Attachment "D". The **Contractor** shall require all **Subcontractors** and **Suppliers** to execute and comply with the Electronic Data License.

### 4. Record Documents

- 4.1. The **Contractor** shall keep one record copy of all **Specifications, Drawings, Addenda, Submittals**, operation and maintenance manuals, samples and models at the **Place of the Work** in good order and shall record thereon all changes made during the construction of the **Work** as they occur. These record copies shall be made available to the **Consultant** during construction and shall be delivered to the **Consultant** upon completion of the **Work**.

### 5. Consultant's Functions During Construction

- 5.1. The **Consultant** shall provide administration of the **Contract** as described in the **Contract Documents**.
- 5.2. The **Consultant** shall be the **Owner's** representative during construction and until the expiry of the **Warranty Period**, unless otherwise advised by the **Owner**. The **Owner's** instructions to the **Contractor** shall be forwarded through the **Consultant**. The **Consultant** shall have authority to act on behalf of the **Owner** to the extent provided in the **Contract Documents**, unless otherwise modified by written agreement in accordance with GC 5.11.
- 5.3. The **Consultant** may visit the **Place of the Work** at intervals determined to be appropriate by the **Consultant** in its professional opinion. The **Consultant** may also provide one or more on-site **Project** representatives to familiarize itself with the progress and quality of the **Work** and to determine if the **Work** is proceeding in general conformance with the **Contract Documents**.
- 5.4. The **Consultant** may ascertain for the benefit of the **Owner** whether the **Contractor** has implemented and is maintaining adequate quality control procedures during the construction of the **Work**. Notwithstanding anything in the **Contract**, the **Consultant** shall not make exhaustive or continuous on-site inspections to check the quality or quantity of the **Work** and the **Consultant** shall neither be nor become a guarantor of the **Contractor's** work.
- 5.5. The **Consultant** is not responsible for and does not have control, charge, or supervision:
  - 5.5.1 of construction means, methods, techniques, sequences, or procedures;

- 5.5.2 of safety precautions and programs required in connection with the **Work**, in accordance with the **Safety Regulations**, other regulations, or general construction practice;
- 5.5.3 of the **Contractor's** failure to carry out the **Work** in accordance with the **Contract Documents**; and
- 5.5.4 for the acts or omissions of the **Contractor, Subcontractors, Suppliers**, or their agents, employees or any other persons performing portions of the **Work**,
- all of which are acknowledged to be the sole and exclusive responsibility of the **Contractor**.
- 5.6. The **Consultant** shall be the initial interpreter of the requirements of the **Contract Documents** and the judge of the acceptability of the **Work**. Claims, disputes and other matters in question relating to the acceptability of the **Work** or the interpretation of the requirements of the **Contract Documents** shall be referred initially to the **Consultant** in writing for decision which it shall give in writing within a reasonable time.
- 5.7. There shall be no duty on the **Consultant** to observe or discover defects or deficiencies in the **Work** but only to review such matters for the **Owner** concerning the acceptability of the **Work** as may be brought to the **Consultant's** notice or as it may actually observe. Should the **Contractor** hold decisions of the **Consultant** to be at variance with the **Contract Documents** or to have been made in error, the **Contractor** shall notify the **Consultant** before proceeding to carry out the **Consultant's** decision. If, after receiving notice of the perceived error or variance from the **Contractor**, the **Consultant** directs that the **Contractor** carry out the **Consultant's** decision, the **Contractor** shall promptly proceed with any work required to implement such decision.
- 5.8. The **Consultant** shall have authority to reject **Work** which in its professional opinion does not conform to the requirements of the **Contract Documents**.
- 5.9. Whenever the **Consultant** considers it necessary or advisable, it shall have authority to require special inspection or testing of a portion of the **Work** whether or not such **Work** is fabricated, installed or completed. However, neither the **Consultant's** authority to act nor any decision made by it 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 any other persons performing portions of the **Work**.
- 5.10. All certificates issued by the **Consultant** will be to the best of the **Consultant's** knowledge, information and belief. However, by issuing any certificates, granting an approval or performing a review or inspection, the **Consultant** does not guarantee that the **Work** is correct or complete.
- 5.11. The duties, responsibilities and limitations of authority of the **Consultant** as set forth in the **Contract Documents** shall not be modified or extended without the written consent of the **Owner, the Contractor** and the **Consultant**. At the request of the **Contractor** or the **Owner**, the duties, responsibilities and limitations of authority of the **Project** representatives, referred to in GC 5.3, shall be set forth in writing to the **Contractor** and the **Owner**.
- 5.12. The **Consultant** shall receive and review any written warranties and related documents which the **Contractor** is required to provide pursuant to the terms of the **Contract** in order to determine if they are in general conformance with the **Contract Documents**. Following such review, the **Consultant** shall forward such warranties and documents to the **Owner**.

- 5.13. Nothing contained in the **Contract Documents** shall create any contractual relationship between the **Consultant** and the **Contractor, Subcontractors, Suppliers**, or their agents, employees or any other persons performing portions of the **Work**.
- 5.14. In the performance of the services required of the **Consultant** under the **Contract Documents**, the **Consultant** and every director, officer, agent, employee and subconsultant of the **Consultant** shall have the benefit of all provisions in the **Contract Documents** excluding or limiting the **Consultant's** duty, responsibility or liability as if such provisions were expressed to also exclude or limit the duty, responsibility or liability of each such director, officer, agent, employee and subconsultant; and, in entering into this **Contract**, the **Owner** does so, to the extent of those provisions, as agent and trustee on behalf of and for the benefit of the **Consultant** and its directors, officers, agents, employees and subconsultants. It is further acknowledged and agreed by the **Owner** that the **Consultant** and any director, officer, agent, employee or subconsultant of the **Consultant** may ratify such agency at any time for the purpose of entitlement to the benefit of such exclusions or limitations of liability.

## 6. **Products and Employees**

- 6.1. All **Products** shall, unless otherwise specified in the **Contract Documents**, be new. All **Products** shall be suitable for their intended purpose, and shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, **Supplier** or distributor, except as otherwise provided in the **Contract Documents**. Workmanship and materials shall be of the quality specified or better. **Products** which are not specified shall be of a quality consistent with those specified and the **Contractor** shall obtain the prior written approval of the **Consultant** to their use.
- 6.2. All **Products**, whether supplied by the **Owner** or the **Contractor**, shall be stored under suitable conditions to prevent damage, deterioration, contamination and other adverse effects. No **Products** may be temporarily used or installed as a facility for construction purposes except with the written approval of the **Consultant**.
- 6.3. The **Contractor** shall be responsible for the protection and security of the **Products** stored at the **Place of the Work** and shall replace any material damaged or stolen from the **Place of the Work** at no cost to the **Owner**.
- 6.4. The **Contractor** shall provide competent, qualified personnel to perform the **Work** as required by the **Contract Documents**. The **Contractor** shall maintain good order and discipline among its employees and shall not employ on the **Work** any unfit person or anyone not skilled in the task assigned to him. The **Consultant** or the **Owner** may require that any person who is unfit for any reason leave the **Place of the Work**.

## 7. **Office Facilities for the Consultant**

- 7.1. Unless otherwise stipulated in the **Contract Documents**, the **Contractor** shall **NOT** be responsible for providing a temporary weatherproof office for the **Consultant** during the performance of the **Work**. The office shall be separate from the **Contractor's** office and shall have minimum floor area of twenty (20) square metres; the **Contractor** shall provide a telephone, high speed internet connection, facsimile machine, electric light and reasonable heat and shall pay the rental and monthly rates for the use of such utilities, except that the **Contractor** shall not be required

to pay long distance telephone or facsimile charges. The Contractor shall also supply writing desks, layout tables and chairs, shelves, and a cylinder lock with two (2) keys for the entrance door.

8. **Assistance to the Consultant**

- 8.1. The **Contractor** shall provide the **Consultant** with assistance and personnel, as required, to make any surveys and measurements on behalf of the **Owner**. Wherever possible, the **Contractor** shall make the same personnel available to the **Consultant** throughout the course of the **Work**.
- 8.2. The **Contractor** shall supply to the **Consultant** all lath, stakes, hubs, nails and spikes when required by the **Consultant** for the **Project**.

9. **Minimum Standards**

- 9.1. In the absence of other standards required by the **Contract Documents**, all **Work**, materials and equipment shall be suitable for its intended purpose, and conform to, or exceed, the minimum standards of the Canadian Government Specification Board, the Canadian Standards Association, or the National Building Code of Canada (latest edition with all current addenda), whichever is applicable. Where the provisions of the applicable Building Bylaw are more stringent than the National Building Code of Canada, the provisions of such Building Bylaw shall govern.

10. **Scheduling and Delays**

- 10.1. The **Consultant** may establish a system for monitoring the planning and scheduling activities of the **Contractor** and all **Other Contractors** on the **Project** utilizing a **Project Schedule** which shall identify and allocate earliest expected starting and latest **Completion Dates** for each major design and construction activity. The **Project Schedule** may be revised from time to time by the **Consultant**.
- 10.2. Within ten (10) **Days** from the date of the **Notice of Acceptance**, the **Contractor** shall submit to the **Consultant** a detailed task by task work schedule for the construction of the **Work** within the framework of the **Project Schedule**. The **Consultant** shall review the **Contractor's** work schedule for general compliance with the **Project Schedule** and may request adjustments thereto to arrive at a work schedule that will not delay or impact the work of **Other Contractors** or other **Project** activities. This detailed schedule shall be called the **Contract Work Schedule** and shall become an integral part of the **Project Schedule**.
- 10.3. Time is of the essence. The **Contractor** acknowledges that it is aware that any delay in completing the **Work** will result in delays and impacts to **Other Contractors** and the **Owner** in carrying out other portions of the **Work** of the **Project**. Such delays and impacts will extend the time and increase the cost required to complete the **Project** and will thereby affect the value of the **Work** to the **Owner**.
- 10.4. Should the **Contractor**, at any time, be of the opinion that it cannot meet the requirements of the **Contract Work Schedule**, the **Contractor** shall consult with the **Consultant** to determine whether the **Contract Work Schedule** can be changed without affecting the **Project Schedule**. If, in the opinion of the **Consultant**, changes can be made to the **Contract Work Schedule** without affecting the **Project Schedule**, these changes shall be made to establish a new **Contract Work Schedule**. Notwithstanding the foregoing, neither the **Contract Time** nor the **Completion Date** shall be adjusted except by way of a **Change Order** or **Change Directive**.



- 10.5. Subject to GC 10.4, if the **Contractor** does not maintain the progress necessary to comply with the **Contract** and the **Contract Work Schedule**, the **Owner**, in addition to those rights and remedies provided by law and under the **Contract Documents** (including those rights specifically set forth in GC 13) may, after consultation with the **Consultant** and the **Contractor**, order that the **Contractor** take such actions as the **Owner** or the **Consultant** deems necessary to maintain the progress required by the **Contract Documents** and the **Contract Work Schedule**, which actions may include, but shall not be limited to, the supply of additional labour, the provision of additional hours of work or the furnishing of additional plant, all at the **Contractor's** expense. Should the **Contractor** fail to comply with such orders, the **Owner** shall have the right to employ the required labour and equipment and (except when making up time lost due to delays of the kinds referred to in GC 10.4) deduct the cost of same from any payment then or thereafter due the **Contractor** or collect liquidated damages and deduct same from any payment then or thereafter due to the **Contractor**.
- 10.6. If the **Contractor** is delayed or impacted in the performance of the **Work** by an **Excusable Event**, and provided always that the said event is not one for which an extension of the **Contract Time** is specifically excluded by the **Contract** then the **Contract Time** shall be extended for such reasonable time as the **Consultant** may recommend in consultation with the **Contractor** and the **Owner**. The **Contractor** waives any claim for compensation for costs incurred as a result of an **Excusable Event**. In no case will an act or omission of the **Contractor** or any person employed or engaged by the **Contractor**, either directly or indirectly, constitute an **Excusable Event**.
- 10.7. The **Contractor** waives any claim for an extension of **Contract Time** or compensation for costs incurred where the **Contractor** is delayed or impacted in the performance of the **Work** by a **Contractor Caused Event**. All **Contractor Caused Events** shall be events of default under the **Contract**.
- 10.8. If the **Contractor** is delayed or impacted in the performance of the **Work** by an **Owner Caused Event**, and provided always that the said event is not one for which an extension of the **Contract Time** or compensation is specifically excluded by the **Contract**, then the **Contract Time** shall be extended for such reasonable time as the **Consultant** may recommend in consultation with the **Contractor** and the **Owner**. The **Contractor** shall only be reimbursed for the reasonable direct out-of-pocket expenses incurred by the **Contractor** that are established to have been caused by the **Owner Caused Event**. The **Contractor** must provide supporting documentation for such costs, as required by the **Consultant** or the **Owner**, before compensation for any delays or impacts will be considered. The documentation must be presented promptly, and in any event, no later than ten (10) **Days** after **Substantial Performance of the Work**.
- 10.9. The **Contractor** waives any claim for extension of **Contract Time** or compensation for costs incurred as the result of an **Excusable Event** or an **Owner Caused Event** unless: (i) the **Contractor** submitted and updated the **Contract Work Schedule** as required by GC 10.2; and (ii) the **Contractor** provides a notice in writing of the claim to the **Consultant** within fourteen (14) **Days** after the commencement of the delay or impact. A notice in writing shall describe the event, the date the delay or impact commenced, the anticipated duration of the delay or impact, the effect on the **Contract Time** and all steps taken or available to mitigate the delay or impact.
- 10.10. Any disruption or delay caused by one or more construction labour disputes, strikes and lock-outs, including, but not limited to, financial and jurisdictional disputes involving unionised and non unionised workers, on or related to the **Place of the Work**, shall be deemed to be a **Contractor Caused Event**, except for disputes, strikes and lock-outs caused by the **Owner**.

- 10.11. In the event of an **Excusable Event** or an **Owner Caused Event**, the **Owner** may, at its option, request the **Contractor**, in writing, to take steps to accelerate the **Work** rather than allow the **Contractor** an extension of the **Contract Time**. In this case, the **Owner's** request shall be dealt with in accordance with GC 23. In any event, the **Contractor** shall only be entitled to receive compensation for its actual out-of-pocket costs required to accelerate the **Work**.
- 10.12. Where there are concurrent delays or impacts, some of which are caused by **Owner Caused Events** and some of which are not, the **Contractor** shall not be entitled to an extension of the **Contract Time** or compensation for costs. Concurrent delays or impacts are those that are caused by two or more independent events, irrespective of whether such delays or impacts are on the critical path or are contemporaneous.
- 10.13. The **Contractor** waives any claim for extension of **Contract Time** or compensation for costs incurred as the result of any **Excusable Event** or an **Owner Caused Event**, unless, at the time of the commencement of the delay or impact, the **Contractor** has submitted and updated the **Contract Work Schedule** as required by GC 10.2.
- 10.14. In the event that the **Contractor** is delayed or impacted in the execution of the **Work** for any reason other than one for which an extension is permitted under GC 10 or if the **Contractor** fails to file a notice in writing as required by GC 10.9, fails to submit and update a **Contract Work Schedule** as required by GC 10.2 or fails to perform the **Work** substantially in accordance with the **Contract Work Schedule**, the **Contractor** shall, at its own expense, take whatever measures are necessary to ensure the completion of the **Work** in accordance with the **Project Schedule**.
- 10.15. The entitlement of the **Contractor** to claim an extension of the **Contract Time** or reimbursement of costs under GC 10, shall be subject to the condition that the **Contractor** shall have exercised all reasonable efforts to avoid, or minimize, the duration, cost and impact of any delay or impact in respect of which a claim for extension of the **Contract Time** or compensation is made. The **Contractor** waives any claim for an extension of the **Contract Time** or compensation for delays or impacts, which do not adversely affect the critical path for achieving **Substantial Performance of the Work**, or which could have been avoided, minimized or mitigated by the **Contractor** using reasonable efforts.
- 10.16. Each claim under GC 10 based, in whole or in part, on a particular event or circumstance must be submitted, and shall be considered, separately. No claim shall be allowed under this GC 10, or otherwise under the **Contract**, for an extension of the **Contract Time** or compensation as a result thereof based upon the cumulative impact of two or more particular events causing delay or impact.
- 10.17. If the **Contractor** is entitled to an extension of the **Contract Time**, the **Contract Work Schedule**, the **Project Schedule** and any of the milestone completion date(s) stipulated in the **Supplementary Conditions** shall be extended for an equivalent time.

## 11. **Suspension of Work**

- 11.1. In emergencies affecting the safety or protection of persons or the **Work** or property at the **Place of the Work** or adjacent thereto, the **Contractor**, without special instruction or authorization from the **Consultant** or the **Owner**, is obligated to act to prevent threatened damage, injury or loss. The **Contractor** shall give the **Consultant** prompt written notice of any significant changes in the **Work** or deviations from the requirements of the **Contract Documents** caused thereby.

- 11.2. In the event of an emergency affecting the safety or protection of persons or the **Work** or property at the **Place of the Work** or adjacent thereto, the **Owner** or the **Consultant** may suspend the **Work** in whole or in part at any time by written notice to the **Contractor** stating the extent and effective date of such suspension; whereupon the **Contractor** shall suspend the **Work** to the extent specified and shall place no further orders or subcontracts relating thereto. During the period of suspension, the **Contractor** shall protect and care for all **Work**, materials and equipment at the site or in the storage areas under its responsibility. The **Contractor** shall give the **Owner** copies of all outstanding orders and subcontracts for materials, equipment and services and shall take any action on such orders and subcontracts as may reasonably be required or as the **Owner** may direct. The **Work** shall be resumed by the **Contractor** within a mutually agreed upon period of time after the date of resumption fixed in a written notice from the **Owner** to the **Contractor**.
- 11.3. The **Contractor** shall be allowed an extension of the **Contract Time** for the delay or impact directly attributable to or resulting from any action taken by the **Contractor** under GC 11.1 or GC 11.2 or suspension by the **Owner** or the **Consultant**, provided that the emergency was due to causes beyond the **Contractor's** reasonable control and the **Contractor** makes a request therefor as provided in GC 10. Notwithstanding the foregoing, the **Contractor** waives any claims for damages on account of any such delay or impact and agrees that its sole right and remedy in the case of any such delay or impact shall be an extension of the **Contract Time** as provided herein.
- 11.4. Unless otherwise determined by the **Consultant** in its discretion, the **Contractor** shall not be entitled to claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken by the **Contractor** under GC 11.1 or any suspension of the **Work** pursuant to the provisions of GC 11.2.

## 12. Liquidated Damages

- 12.1. Should the **Contractor** fail to complete the **Work** on or before the **Completion Date**, or if applicable, any of the milestone completion date(s) stipulated in the **Supplementary Conditions**, the **Contractor** shall pay to the **Owner** by way of liquidated damages and not as a penalty the amount stipulated in the **Supplementary Conditions**, for each **Day** that the completion of the **Work** is delayed beyond the **Completion Date**, or if applicable, any of the milestone completion date(s) stipulated in the **Supplementary Conditions**. The **Owner** and the **Contractor** expressly agree that the amount stipulated in the **Supplementary Conditions** is a genuine pre-estimate of the damage or loss that will result to the **Owner** by reason of the failure of the **Contractor** to complete the **Work** on or before the **Completion Date**, and is not a penalty. The **Owner** may in its discretion either deduct the daily sum in respect of liquidated damages from any amounts payable to the **Contractor** under the **Contract Documents** or require payment thereof by the **Contractor** on demand. The payment of liquidated damages under GC 12 shall not amend or affect the parties' rights under other provisions of the **Contract Documents** including for certainty the **Owner's** rights relating to acceleration of the **Work** under GC 10 and termination of the **Contract** under GC 13.
- 12.2. If the **Contractor** fails to complete the **Work** on or before the **Completion Date**, or if applicable, any of the milestone completion date(s) stipulated in the **Supplementary Conditions**, for any reason other than those set out in GC 10, and if liquidated damages are found to be legally unenforceable for any reason, the **Contractor** shall, at the request of the **Owner**, pay to the **Owner**, or the **Owner** shall be entitled to recover from the **Contractor** by set off against any payment then or thereafter due under the **Contract**:
- 12.2.1. an amount equal to all salaries, wages, consulting fees and travelling expenses paid by the **Owner** due to the delay;

- 12.2.2. an amount equal to the expenses and damages incurred by the **Consultant** and **Other Contractors**, for which the **Owner** is liable, due to the delay;
- 12.2.3. an amount equal to the expenses and damages incurred by the **Owner** as a result of its inability to use the **Work** or part(s) thereof for the period of the delay; and
- 12.2.4. an amount equal to all other expenses and damages incurred or sustained by the **Owner** as a result of the **Work** not being completed within the **Contract Time**.

13. **Owner's Right to Perform the Work, Suspend the Work or Terminate the Contract**

- 13.1. If the **Contractor** should be adjudged bankrupt or go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reorganization) or make a general assignment for the benefit of creditors because of its insolvency or if a receiver is appointed, the **Owner** may, without prejudice to any other right or remedy it may have, immediately terminate the **Contract** by giving the **Contractor** or trustee in bankruptcy or receiver written notice to that effect.
- 13.2. If the **Contractor** neglects to prosecute the **Work** properly or otherwise fails to comply with the requirements of the **Contract** the **Owner** may, without prejudice to any other right or remedy it may have, notify the **Contractor** in writing, with a copy to the **Consultant**, that the **Contractor** is in default of its contractual obligations and instruct the **Contractor** to correct the default in the seven (7) **Days** immediately following the receipt of such notice.
- 13.3. If the correction of the default cannot be completed in the seven (7) **Days** specified, the **Contractor** shall be in compliance with the **Owner's** instructions if it:
  - 13.3.1. commences the correction of the default within the specified time, and
  - 13.3.2. provides the **Owner** with an acceptable schedule for such correction, and
  - 13.3.3. completes the correction in accordance with such schedule.
- 13.4. If the **Contractor** fails to correct the default in the time specified or subsequently agreed upon, the **Owner** may, without prejudice to any other right or remedy it may have:
  - 13.4.1. 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**;
  - 13.4.2. suspend all or a portion of the **Work**; or
  - 13.4.3. terminate the **Contractor's** right to continue the **Work** in whole or in part or terminate the **Contract**.
- 13.5. If the **Owner** terminates the **Contractor's** right to continue with the **Work** or any part thereof as provided in this **General Condition**, the **Owner** shall be entitled to:
  - 13.5.1. take possession of the **Work** and the **Products**; utilize the **Contractor's** construction machinery and equipment, subject to the rights of third parties; and finish the **Work** or such part thereof by whatever method the **Owner** may consider expedient but without undue delay or expense;

- 13.5.2. withhold further payments to the **Contractor** until the **Work** or such part thereof is completed;
  - 13.5.3. upon the date of the **Final Certificate of Completion**, 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 its additional services and a reasonable allowance as determined by the **Consultant** to cover the cost of corrections to portions of the **Work** performed by the **Contractor** that may be required under GC 35, 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
  - 13.5.4. upon expiry of the **Warranty Period**, charge the **Contractor** the amount by which the cost of corrections to the **Contractor's** work under GC 36 exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the **Contractor** the difference.
- 13.6. The **Contractor's** obligation under the **Contract** as to quality, correction and warranty of the **Work** performed by it up to the time of termination shall continue in force after such termination notwithstanding any reduction of payments by the **Owner** to the **Contractor**.

#### 14. **Contractor's Right to Suspend the Work or Terminate the Contract**

- 14.1. If the **Owner** should fail to pay to the **Contractor** any sum certified by the **Consultant** or awarded by arbitrators or a court within thirty (30) **Days** of such certificate or award, then the **Contractor** may notify the **Owner** in writing that the **Owner** is in default of its contractual obligations and instruct the **Owner** to correct the default in the fifteen (15) **Days** immediately following the receipt of such notice.
- 14.2. If the **Owner** fails to correct the default in the time specified or subsequently agreed upon, the **Contractor** may suspend the **Work** or terminate the **Contract**.
- 14.3. If the **Contractor** terminates the **Contract** in accordance with GC 14.2, the **Owner** shall pay to the **Contractor** all amounts due to the **Contractor** on account of the **Contract Price** earned to that date together with reasonable and properly documented costs incurred by the **Contractor** in demobilizing and terminating its contracts with **Subcontractors**.

#### 15. **Subcontractors and Suppliers**

- 15.1. Unless otherwise agreed to by the **Owner** in writing, the **Contractor** shall employ those **Subcontractors** and **Suppliers** listed in the **Bid Form**.
- 15.2. The **Owner** may, for reasonable cause, at any time before the **Owner** has signed the **Contract**, object to the use of a Bid **Subcontractor** or **Supplier** and require the **Contractor** to employ one of the other subcontract Bidders.
- 15.3. In the event that the **Owner** requires a change from a Bid **Subcontractor** or **Supplier**, the **Contract Price** shall be adjusted by the difference in cost, without mark-up, occasioned by such change.
- 15.4. The **Contractor** shall not be required to employ as a **Subcontractor** or **Supplier** a person or firm to whom it may reasonably object.

- 15.5. The **Contractor** shall preserve and protect the rights of the parties under the **Contract** with respect to any of the **Work** to be performed under subcontract and shall:
- 15.5.1. enter into contracts or written agreements with **Subcontractors** and **Suppliers** to require them to perform their work in accordance with and subject to the terms and conditions of the **Contract Documents**;
  - 15.5.2. incorporate the terms and conditions of the **Contract Documents** into all contracts or agreements it enters into with **Subcontractors** and **Suppliers**; and
  - 15.5.3. be as fully responsible to the **Owner** for acts and omissions of **Subcontractors** and **Suppliers** and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the **Contractor**.
- 15.6. The **Consultant** may, at its discretion, upon request from a **Subcontractor** and upon being apprised of the terms of the subcontract between a **Subcontractor** and the **Contractor**, provide to the **Subcontractor** information as to the percentage or quantity of the **Subcontractor's** work which has been certified for payment.
- 15.7. Nothing contained in the **Contract Documents** shall create a contractual relationship between a **Subcontractor** or **Supplier** and the **Owner** or the **Consultant**.
- 15.8. The **Contractor** shall comply and require that its **Subcontractors** and **Suppliers** comply with Attachment "B" – Code of Conduct.
16. **Other Contractors**
- 16.1. The **Owner** reserves the right to let separate contracts in connection with the **Project** to **Other Contractors** or perform certain work by its own forces.
  - 16.2. When separate contracts are awarded for different parts of the **Project**, or work is performed by the **Owner's** own forces the **Owner** shall require or provide insurance coverage to the same extent as is called for in GC 43; such insurance shall be coordinated with the insurance coverage of the **Contractor** as it affects the **Work**.
  - 16.3. The **Contractor** shall not commit or permit any act which will interfere with the performance of the work of **Other Contractors** or the **Owner's** own forces and shall coordinate and connect, as specified or shown in the **Contract Documents**, the **Work** with such work so as not to hinder the progress or completion of such work.
  - 16.4. The **Contractor** shall coordinate the work of all trades and **Other Contractors** and determine to what extent work specified in each section of the specifications is affected by work indicated elsewhere and make all necessary allowances for their integration. All additional work resulting from failure to make such determination shall be done at no cost to the **Owner**.
  - 16.5. The **Contractor** shall report to the **Consultant** any apparent deficiencies in the work of **Other Contractors** or the **Owner's** own forces which would affect the **Work** immediately as they come to its attention and shall confirm such report in writing. The **Contractor** waives any claim against the **Owner** or the **Consultant** arising out of or relating to an apparent deficiency in the work of **Other Contractors** or the **Owner's** own forces unless the **Contractor** provides immediate notice thereof to the **Consultant**.

- 16.6. The **Owner** and the **Contractor** shall 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.

17. **Contract Price**

- 17.1. The **Contract Price** shall be accepted by the **Contractor** as full compensation for everything furnished and done by the **Contractor** under the **Contract**, including:

17.1.1 all **Work**;

17.1.2 all loss or damage arising out of the nature of the **Work**, the conditions of the **Place of the Work** and the action of the weather, elements, or any other unforeseen obstruction or difficulty encountered in the performance of the **Work**;

17.1.3 all risks and obligations of every description connected with the **Work**;

17.1.4 all expenses incurred by or in consequence of any delay or impact in the performance of the **Work**, or the suspension or discontinuance of the **Work** except as expressly excluded pursuant to GC 10; and

17.1.5 completing the **Work** as provided in the **Contract**.

- 17.2. Except for items of **Work**, if any, for which the applicability of this GC 17.2 has been specifically excluded elsewhere in the **Contract**, the **Owner** and the **Contractor** shall adjust a rate or price contained in the **Contract**:

17.2.1. if the actual quantity of work executed under the item exceeds or falls short of the estimated quantity specified in the **Bid Form** by more than twenty percent (20%);

17.2.2. if there is no off-setting adjustment with respect to the quantity of any other item of work;

17.2.3. if, based on the actual quantity of work executed and the rate or price contained in the **Bid Form**, the extended amount of the item exceeds ten percent (10%) of the original **Contract Price**; and

17.2.4. if **Owner**, in consultation with the **Consultant** and the **Contractor**, believes that the quantity variation requires an increase or decrease in the rate or price.

- 17.3. An adjusted rate or price made pursuant to GC 17.2, where the actual quantity of work executed under the item exceeds the estimated quantity specified in the **Bid Form** by more than twenty percent (20%), shall apply only to the quantity that is in excess of one hundred and twenty percent (120%).

- 17.4. An adjusted rate or price made pursuant to GC 17.2, where the actual quantity of work executed under the item falls short of the quantity specified in the **Bid Form** by more than twenty percent (20%), shall not exceed the rate or price that would cause the total amount paid for the item to exceed eighty percent (80%) of the product of the original rate or price contained in the **Bid Form** multiplied by the estimated quantity specified in the **Bid Form**.

- 17.5. The quantities of work performed shall be determined by the **Consultant** and such determinations shall be final and binding.

**18. Taxes and Duties**

- 18.1. Unless otherwise stated in the **Contract Documents**, the **Contractor** shall pay all government sales taxes, customs duties and excise taxes with respect to the **Contract**.
- 18.2. Except with respect to the **GST/HST**, any increase or decrease in costs to the **Contractor** due to changes in such taxes and duties, after the **Bid Closing Time**, shall increase or decrease the **Contract Price** accordingly.

**19. Permits, Royalties, Laws and Rules**

- 19.1. The **Contractor** shall obtain and pay for the building permit and all other permits, licences, inspections and certificates and pay all fees required for the performance of the **Work** but this shall not include the obtaining of permanent easements or rights of servitude. The **Contract Price** includes the cost of these permits, licenses, inspections, certificates, and fees. Except where otherwise specified, the **Contractor** shall pay all royalties, rent and other payments or compensation (if any) for obtaining all materials required for the **Work**.
- 19.2. The **Contractor** shall comply with all laws, ordinances, rules, regulations, codes and orders relating to the **Work**, to the preservation of the public health and to construction safety which are or become in force during the performance of the **Work**.

**20. Cash Allowances**

- 20.1. The **Contract Price** includes cash allowances (if any) stated in the **Contract Documents**.
- 20.2. Cash allowances, unless otherwise specified, cover the net cost to the **Contractor** of services, **Products**, construction machinery and equipment, freight, unloading, handling, storage, installation and other authorized expenses incurred in performing the **Work** stipulated under the cash allowance.
- 20.3. The **Contract Price**, and not the cash allowance, includes the **Contractor's** overhead and profit in connection with such cash allowance.
- 20.4. Expenditures under cash allowances shall be authorized by the **Owner** through the **Consultant**. Where the actual cost of the **Work** under any cash allowance exceeds the amount of the allowance the **Contractor** shall be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess, provided that the **Contractor** has obtained prior written approval from the **Consultant** for any excess costs. Where the actual cost of the **Work** under any cash allowance is less than the amount of the allowance, the **Owner** shall be credited for the unexpended portion of the cash allowance, but not the **Contractor's** overhead and profit on such amount.
- 20.5. The **Contract Price** shall be adjusted by written order to provide for any excess or deficit to each cash allowance.
- 20.6. Progress payments on account of authorized expenditures under cash allowances shall be certified on the **Consultant's** monthly certificates for payment.
- 20.7. A schedule shall be prepared jointly by the **Consultant** and the **Contractor** to show when items called for under cash allowances must be authorized by the **Consultant** for ordering purposes so that the progress of the **Work** shall not be delayed.



**21. Applications for Payment**

- 21.1. The **Contractor** shall submit to the **Consultant** with each application for payment, a statutory declaration on CCDC Form 9B, or other form required by the **Consultant**, stating that all wages, **Subcontractors** and **Suppliers** have been paid in respect of the performance of the **Work** and, if requested, with receipts or other vouchers showing its payments for labour and for material, including material on the site but not incorporated in the **Work** and satisfactory evidence of compliance with the **Safety Regulations**.
- 21.2. Applications for payment shall be dated the last day of the agreed 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, less amounts already paid by the **Owner**.
- 21.3. If requested by the **Consultant**, the **Contractor** shall submit to the **Consultant**, at least fifteen (15) **Days** before the first application for payment, a schedule of values of the various parts of the **Work**, aggregating the total amount of the **Contract Price** and divided so as to facilitate evaluation of applications for payment.
- 21.4. The schedule of values shall be made out in such form and supported by such evidence as to its correctness as the **Consultant** may reasonably require and when approved by the **Consultant** shall be used as the basis for applications for payment.
- 21.5. When making applications for payment, the **Contractor** shall submit a statement based upon the schedule of values. Claims for **Products** delivered to the **Place of the Work** but not yet incorporated into the **Work** shall be supported by such evidence as the **Consultant** may reasonably require to establish the value and delivery of the **Products**.
- 21.6. The **Contractor** warrants and guarantees that title to all **Work** and **Products** covered by any application for payment, whether incorporated in the **Project** or not, shall pass to the **Owner** at the time of payment free and clear of all liens, claims, security interests and encumbrances.
- 21.7. All claims for changes in the **Work** must meet the requirements of GC 23 and GC 24 and must be included in an application for payment and submitted to the **Consultant** for certification.

**22. Certificates for Payment**

- 22.1. The **Consultant** shall issue a certificate for payment within ten (10) **Days** after receipt of an application for payment from the **Contractor** setting out the amount which the **Consultant** has determined, to the best of the **Consultant's** knowledge, information and belief, is properly due to the **Contractor** for the **Work** performed to date.
- 22.2. By issuing a certificate for payment, the **Consultant** shall not thereby be deemed to represent that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the **Work** or that it has reviewed the construction means, methods, techniques, sequences or procedures or that it has made any examination to determine how or for what purposes the **Contractor** or the **Subcontractors** have used the money paid on account of the **Contract Price**.
- 22.3. The **Contractor's** obligation to perform and complete the **Work** in accordance with the **Contract Documents** shall be absolute. Neither the recommendation or certification of any progress or final payment by the **Consultant**, nor the issuance of any certificate for payment, nor any payment by the **Owner** to the **Contractor** under the **Contract**

**Documents**, nor any use or occupancy of the **Work** or any part thereof by the **Owner**, nor any act of acceptance by the **Owner** nor any failure to do so, nor any correction of defective **Work** by the **Owner** shall constitute an acceptance of **Work** or **Products** which are not in accordance with the **Contract Documents** or a release of the **Contractor's** obligation to perform the **Work** in accordance with the **Contract Documents**.

- 22.4. The **Consultant** shall not certify any payment until the **Contract Work Schedule** required in GC 10.2, the evidence of insurance required by GC 43, and the **Contract Security** have been received by the **Consultant**.

### 23. **Changes in the Work**

- 23.1. The **Owner**, or the **Consultant** on the authority of the **Owner** and as the **Owner's** agent, may, without invalidating the **Contract**, make changes by altering, adding to or deducting from the **Work**.
- 23.2. When a change in the **Work** is Bid or required, the **Contractor** shall present to the **Consultant** the **Contractor's** claim for an adjustment to the **Contract Price** and/or the **Contract Time**, if any, with appropriate documentation in a form acceptable to the **Consultant**.
- 23.3. No changes in the **Work** shall be undertaken without written authorization of the **Consultant** and no claim for addition to or deduction from the **Contract Price** shall be valid unless so authorized and at the same time valued as provided in GC 24.
- 23.4. All changes in the **Work** shall be executed under the conditions of the original **Contract**, except that any adjustment to the **Contract Time** caused thereby shall be determined at the time of ordering such change or addition as provided in GC 10.

### 24. **Valuation of Changes**

- 24.1. The valuation of any changes in the **Work** shall be determined, at the **Owner's** discretion, by one or more of the following methods:
- 24.1.1. by unit prices provided for in the **Bid Form**;
  - 24.1.2. by unit prices agreed upon;
  - 24.1.3. by estimate and acceptance in a lump sum; or
  - 24.1.4. by cost and a percentage fee or by cost and a fixed fee.
- 24.2. Where a change in the **Work** is to be paid for under GC 24.1.4, the cost to the **Owner** shall be the actual cost as defined in GC 24.3, plus a percentage covering overhead and profit on additional work only, after all credits included in the change have been deducted, as follows:
- 24.2.1. for work to be completed by the **Contractor's** own forces, a mark-up on the actual cost of ten percent (10%) (five percent (5%) for overhead and five percent (5%) for profit);
  - 24.2.2. for work to be completed by the forces of a **Subcontractor** or **Supplier**, a mark-up on the actual cost of five percent (5%) for the **Contractor** and ten percent (10%) (five percent (5%) for overhead and five percent (5%) for profit) for the **Subcontractor** or **Supplier**; and

- 24.2.3 for deleted work, no sums added or deleted for overhead and profit, and credit is to be for the actual cost of the deletion.
- 24.3. For the purposes of GC 24, "cost" is defined as including the following:
- 24.3.1. the **Contractor's** payments for labour and supervision directly participating in the **Work** at rates required by the applicable employment agreement or, in the absence of an agreement, at rates which are not higher than the standard paid in the locality of the **Work**;
  - 24.3.2. fringe benefits required by law or employment agreement incurred on account of payments made for such labour and supervision;
  - 24.3.3. invoiced costs of materials incorporated in the **Work** or consumed in the course of performance;
  - 24.3.4. reasonable rental value of construction plant, whether owned by the **Contractor** or rented from others, which is in addition to that required in order to perform other parts of the **Work**;
  - 24.3.5. transportation required for the proper execution of the **Work**;
  - 24.3.6. taxes on materials and plant;
  - 24.3.7. costs of required permits; and
  - 24.3.8. reasonable, substantiated payments for work required to be subcontracted.
- 24.4. Any discounts, refunds or rebates not reflected in the invoiced costs and any salvage value of reusable materials shall be subtracted when determining cost. All expenditures must be certified by the **Consultant**. The **Contractor** shall keep, in such form as the **Consultant** may reasonably require, an accurate account of costs, together with all supporting documents, and the **Owner** shall have the right to audit same.
- 24.5. All items of cost which are not set forth in GC 24.3 shall be absorbed by the **Contractor** as part of the **Contract Price**. Without limiting the generality of the foregoing, reimbursement of costs to the **Contractor** shall not include any of the following:
- 24.5.1. salary of any person employed, during the execution of the **Work**, in the main office or in any regularly established branch office of the **Contractor**;
  - 24.5.2. overhead or general expenses of any kind, except as these may be expressly included in the above definition of cost;
  - 24.5.3. cost of small tools;
  - 24.5.4. interest on capital employed in plant or for expenditures on the **Work**;
  - 24.5.5. depreciation;
  - 24.5.6. insurance; or
  - 24.5.7. Contract Security.

- 24.6. No payment on account of changes in the **Work** shall be made until the value thereof shall have been determined as herein provided and an application requesting payment of same processed in accordance with the provisions of GC 21.
- 24.7. If the valuation, measurement and adjustment to the **Contract Price** and/or the **Contract Time** cannot be promptly agreed upon, and the change is required to be proceeded with, then the **Consultant** shall determine the valuation, measurement and adjustment to the **Contract Price** and/or the **Contract Time** subject to the provisions of GC 45. In this case the **Consultant** shall, with the consent of the **Owner**, issue a **Change Directive** setting out the valuation, measurement and adjustment to the **Contract Price** and/or the **Contract Time**.
- 24.8. The balance of the **Work** of the **Contractor** shall not be delayed pending agreement on resolution of the valuation of any change in the **Work**.

25. **Contractor's Responsibilities**

- 25.1. The **Contractor** shall have complete control of the **Work** and shall effectively direct and supervise the **Work** using its best skill and attention. The **Contractor** shall be solely responsible for construction means, methods, techniques, sequences and procedures, for safety precautions and programs (unless otherwise specifically agreed to in writing by the **Owner** or required by the applicable construction safety legislation) and for coordinating all portions of the **Work**. At all times the onus shall be and remain on the **Contractor** to carry out and complete the **Work** in accordance with the **Contract Documents**.
- 25.2. The **Contractor** shall provide all necessary supervision and appoint a competent representative and necessary assistant who shall be in attendance at the **Place of the Work** at all times during the progress of the **Work**. The representative shall not be changed except for valid reason. The representative shall represent the **Contractor** and information and instructions given to him by the **Consultant** shall be deemed to have been given to the **Contractor**. All instructions shall be confirmed to the **Contractor** in writing by the **Consultant**.
- 25.3. The **Contractor** shall designate a responsible member of its organization at the **Place of the Work**, whose duty shall be the prevention of accidents. This person shall be the **Contractor's** representative unless otherwise designated in writing by the **Contractor** to the **Owner** and the **Consultant**.

26. **Safety and Protection of the Work and Property**

- 26.1. The **Contractor** shall ensure compliance on its part and on the part of all the **Subcontractors** with the applicable Workers' Compensation and Occupational Health and Safety statutes and any regulations thereunder, in particular, the provisions of said statutes or regulations having to do with the prevention of accidents, the prevention of diseases and the provision of safe working conditions, including proper sanitation and ventilation. The **Contractor** shall provide to the **Owner**, on the **Consultant's** request, evidence of such compliance with the requirements of the applicable Workers' Compensation and Occupational Health and Safety statutes and any regulations or orders thereunder, including payments due for Workers' Compensation Insurance.
- 26.2. In any case where, pursuant to the provisions of the Workers' Compensation or Occupational Health and Safety legislation, the appropriate board or authority orders the **Contractor** or one or more of the **Subcontractors**, in respect of their operations under the **Contract**, to cease operations because of failure to install or adopt safety devices or appliances directed by order of the said board or authority or required under said

legislation, or because said board or authority is of the opinion that conditions of immediate danger exist that would be likely to result in injury to any person, the **Contractor** shall cease operations forthwith and shall ensure immediate compliance on its part and on the part of all the **Subcontractors** with such orders.

- 26.3. The **Contractor** is responsible for all site safety and shall be deemed to be the "Prime Contractor" for the purposes of all occupational health and safety regulations during the time period specified in Attachment "C", provided that the **Owner** or the **Consultant** can unilaterally amend Attachment "C" at any time and the **Contractor** shall not be entitled to an extension of time or compensation for costs incurred as a result of such amendment. Notwithstanding the foregoing, in the event that the **Owner** fails to designate a contractor as the "Prime Contractor" in Attachment "C", then the **Owner** or the **Consultant** may designate the **Contractor** as the "Prime Contractor" from the time that the **Owner** or the **Consultant** delivers to the **Contractor** written notice of such designation until such time as the **Owner** or the **Consultant** delivers to the **Contractor** written notice that another contractor has been appointed "Prime Contractor" and for any additional period(s) of time as the **Consultant** may advise by written notice re-appointing the **Contractor** as the "Prime Contractor".
- 26.4. If the **Owner** or the **Consultant** is of the reasonable opinion that the **Contractor** has not taken such precautions as are necessary to ensure compliance with the requirements of GC 26.1, the **Owner** may take or order any remedial measures which it deems necessary, including suspending the performance of all or any portion of the **Work**, and the **Owner** may use the employees of itself, the **Contractor**, any **Subcontractor** or any **Other Contractor** to perform such remedial measures. The cost of any work suspension and of the performance of any remedial measures shall be borne by the **Contractor**.
- 26.5. The **Contractor** shall file any notices or any similar document (including, without limitation, a Notice of Project where applicable) required pursuant to the **Contract** or the **Safety Regulations**. This duty of the **Contractor** shall be considered to be included in the **Work** and no separate payment therefor shall be made to the **Contractor**.
- 26.6. Where the **Contractor** will not be the **Prime Contractor**, or during any period of time when the **Contractor** is not the **Prime Contractor**, the **Contractor**:
- 26.6.1 shall follow all reasonable directions issued by the Prime Contractor regarding compliance with the **Safety Regulations**; and
- 26.6.2 the **Contractor** waives any claim for an extension of **Contract Time** or compensation for costs incurred as a result of the **Contractor's** compliance with any directions referred to in GC 26.6.1.
- 26.7. Notwithstanding any agreement by the **Owner** or the **Consultant** to undertake some of the duties that would normally be undertaken by the **Prime Contractor** pursuant to the **Safety Regulations**, neither the **Owner** nor the **Consultant** shall be the **Prime Contractor** unless otherwise specifically agreed to in writing by the **Owner** and the **Consultant**.
- 26.8. Without in any way limiting the generality of the foregoing and except as otherwise provided, the **Contractor** shall comply fully with the following provisions:
- 26.8.1. the **Contractor** shall provide at least seventy-two (72) hours' written notice to all utility companies and property owners in the immediate vicinity of its operations prior to the commencement of construction and shall, if requested, co-operate, without additional cost to the **Owner**, with such parties in the protection, removal or relocation of their installations and property;

- 26.8.2. unless otherwise provided in the **Contract Documents**, the **Contractor** shall develop, maintain and supervise for the duration of the **Work** a comprehensive safety program that shall effectively incorporate and implement all required safety precautions. The program shall, as a minimum, respond fully to the **Safety Regulations** and general construction practices for the safety of persons or property, including without limitation any general safety rules and regulations of the **Owner** and any Workers' Compensation or Occupational Health and Safety statutes or regulations that may be applicable (e.g. WHMIS);
- 26.8.3. the **Contractor** shall provide a copy of its Certificate of Recognition in jurisdictions where this is applicable or otherwise provide a copy of the safety program described in GC 26.8.2 to the **Consultant** for delivery to the **Owner** prior to the commencement of the **Work** and shall, at all times during which the **Contractor** is the **Prime Contractor**, ensure, as far as it is reasonably practical to do so, that every employer and worker performing work in respect of the **Project** complies with such program;
- 26.8.4. the **Contractor** shall designate a safety officer who shall be qualified and authorized to supervise and enforce compliance with the safety program;
- 26.8.5. while the **Contractor** is the **Prime Contractor**, the **Contractor** shall arrange regular safety meetings at its expense. Such meetings shall occur no less frequently than once per week. The **Contractor** shall record the minutes of such meetings and maintain a complete file for review by the appropriate authorities;
- 26.8.6. at all times during which the **Contractor** is the **Prime Contractor**, the **Contractor** shall supply and maintain, at its own expense, at its office or other well-known place at the job site, safety equipment necessary to protect the workers and general public against accident or injury as prescribed by the governing authorities;
- 26.8.7. when the use of explosives is necessary for the performance of the **Work**, the **Contractor** shall observe the utmost care not to endanger life or property. The method of storing and handling explosives and highly flammable materials shall conform to all applicable statutes, bylaws and regulations and the **Contractor** shall be responsible for obtaining all required permits thereunder;
- 26.8.8. the **Contractor** shall perform all **Work** in a fire-safe manner. It shall comply with all applicable governmental requirements and, without limiting the generality of the foregoing, shall supply and maintain adequate and proper fire-fighting equipment at the job site;
- 26.8.9. night work shall only be performed by the **Contractor** if permission is given beforehand by the appropriate authorities. When **Work** is carried out at night, the **Contractor** shall supply a sufficient number of electric or other approved lights to enable the **Work** to be done in a safe and satisfactory manner;
- 26.8.10. except as otherwise agreed to in the **Contract**, at all times during which the **Contractor** is the **Prime Contractor**, the **Contractor** shall supply and maintain all articles necessary for giving first-aid to any person who may be injured on the job site and shall establish an emergency procedure for the immediate removal of any injured person to a hospital or a doctor's care in accordance with the **Safety Regulations**;

- 26.8.11. the **Contractor** shall promptly report in writing to the **Prime Contractor** (with copies to the **Owner** and the **Consultant**) all accidents of any sort arising out of or in connection with the performance of the **Work** whether on or adjacent to the job site, giving full details and statements of witnesses and copies of all reports submitted to governmental authorities. If death or serious injuries or damages are caused, the accident shall be promptly reported by the **Contractor** to **Prime Contractor** by telephone or messenger (with written notice to the **Owner** and the **Consultant**) in addition to any reporting required under the **Safety Regulations** or any other applicable law; and
- 26.8.12. if a claim is made by anyone or an order is issued by a governmental authority against the **Contractor** or any **Subcontractor** on account of any incident or circumstance, the **Contractor** shall promptly report the facts in writing to the **Owner** and the **Consultant**, giving full details of the claim or order and a copy of any relevant document received by the **Contractor** in relation to same.
- 26.9. Should any of the **Work** cause interference with any existing public or private road, the **Contractor** shall provide and maintain necessary detour roads, shall post such signs, warnings and protection as may be required for public convenience and safety, and shall make good any damage caused by such interference. Traffic accommodation plans required for work adjacent to existing roads/development.
- 26.10. The **Contractor** shall protect the **Work**, the **Owner's** property and the property adjacent to the **Place of the Work** from damage and shall make good at its own expense any damage which may arise as the result of its operations under the **Contract**, except damage which occurs solely as the result of:
- 26.10.1. errors in the **Contract Documents**, and/or
- 26.10.2. acts or omissions by the **Owner**, its agents, employees or **Other Contractors**.
27. **Damages and Responsibility**
- 27.1. If either the **Owner** or the **Consultant** should suffer loss or damage in any manner because of any wrongful act or neglect of the **Contractor** or of anyone employed by it, then the **Contractor** shall reimburse them for such loss or damage. Claims pursuant to this GC shall be made in writing to the **Contractor** within a reasonable time after the first observance of such loss or damage and not later than thirty (30) **Days** after the date of final payment, except as expressly stipulated otherwise in the case of faulty **Work** or materials, and may be adjusted by agreement and the **Contractor** shall thereupon be subrogated to the rights of the **Owner** or the **Consultant** in respect of such wrongful act or neglect if it be that of a third party.
- 27.2. Should the **Contractor** cause loss or damage to any **Other Contractor**, the **Contractor** agrees upon due notice to settle with such **Other Contractor** by negotiation or arbitration. If such **Other Contractor** sues the **Owner** and/or the **Consultant** on account of any loss or damage alleged to have been so sustained, the **Owner** and/or the **Consultant** shall notify the **Contractor** who shall defend such proceedings at the **Contractor's** expense and, if any final order or judgment against the **Owner** and/or the **Consultant** arises therefrom, the **Contractor** shall pay or satisfy it and pay all costs incurred by the **Owner** and/or the **Consultant**. If the **Contractor** becomes liable to pay or satisfy any final order or judgment against the **Owner** and/or the **Consultant**, the **Contractor** shall have the right, upon undertaking to indemnify the **Owner** and/or the **Consultant** against any and all liability for costs, to appeal in the name of the **Owner** and/or the **Consultant** such final order or judgment to any and all courts of competent jurisdiction.

- 27.3. The **Contractor** shall indemnify and hold harmless the **Owner** and the **Consultant** and their agents, employees and subconsultants from all claims, demands, losses, damages, costs, actions or proceedings of whatever nature arising out of the **Work** furnished by the **Contractor**, **Subcontractors** or **Suppliers** under the **Contract Documents**. If the **Contractor** becomes delinquent on any indebtedness which has become or may become a lien upon any property of the **Owner** or which may become a claim against the **Owner** or its property, then, upon the **Owner's** or the **Consultant's** request, the **Contractor** shall immediately pay such indebtedness and cause such lien or claim to be discharged and removed at the **Contractor's** cost; failing which, the **Owner** may do so and deduct the cost thereof from any payments then or thereafter due to the **Contractor**. The **Owner** shall have the right to hold all sums due or to become due to the **Contractor**, without interest, until satisfactory evidence is furnished to the **Owner** that all liens and claims have been settled and released.

## 28. Indemnification

- 28.1. The **Contractor** shall defend, indemnify and hold harmless the **Owner** and the **Consultant** and their directors, officers, employees, agents and subconsultants from and against all claims, demands, damages, losses, expenses, costs including legal fees, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, related to, occasioned by or arising out of, resulting from or attributable to the acts or omissions of the **Contractor**, any **Subcontractor**, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable in the performance of the **Work**, breach of any term contained in this **Contract** (including, without limitation, the warranties), or negligence. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the **Contractor** or any **Subcontractor** under Workers' Compensation legislation, disability benefit acts or other employee benefit acts and shall survive the termination of the **Contract**.
- 28.2. GC 28.1 may be relied upon by the **Consultant** and its directors, officers, employees, agents and subconsultants and may be enforced directly by any of them against the **Contractor** in the same manner and for the same purpose as if pursuant to a contractual indemnity directly between them and the **Contractor**.

## 29. Infringement

- 29.1. The **Contractor** shall indemnify and save harmless the **Owner** and the **Consultant** from and against all claims and proceedings for or on account of infringement of any patent, trademark, copyright, trade secret or other protected rights in respect of any equipment or material used for or in connection with the **Work** and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

## 30. Toxic and Hazardous Substances and Materials

- 30.1. The **Contractor** shall not cause, bring, permit or suffer to be brought any toxic or hazardous substances or materials onto the **Place of the Work** or any part thereof, except to the extent that such toxic or hazardous substances or materials are required by the **Contract Documents**.
- 30.2. Upon becoming aware of any toxic or hazardous substances or materials at the **Place of the Work**, the presence of which constitutes an offence or breach of the **Contract Documents** or any law, bylaw or regulation or is reportable under any law, bylaw or regulation relating to toxic or hazardous substances or materials and the protection of the



environment, the **Contractor** shall promptly give written notice to the **Owner**, with a copy to the **Consultant**, of the presence of such toxic or hazardous substances or materials, and:

- (i) comply with all lawful orders or reasonable requests from the **Owner**, the **Consultant** or any government authority relating to such toxic or hazardous substances or materials;
  - (ii) where the toxic or hazardous substances or materials were introduced to the **Place of the Work** by the **Contractor**, any **Subcontractor**, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the **Contractor** shall, at its own cost, undertake and complete all removal and remedial actions necessary to contain, remove and clean-up such toxic or hazardous substances or materials to the reasonable satisfaction of the **Owner**, the **Consultant** and all appropriate regulatory authorities.
- 30.3. The **Contractor** shall indemnify and hold harmless the **Owner** and the **Consultant** and their directors, officers, employees, agents and subconsultants from and against all claims, demands, damages, losses, expenses, costs including legal fees, actions, suits or proceedings arising out of or resulting from exposure to, or the presence of, any toxic or hazardous substances or materials which were introduced to the **Place of the Work** by the **Contractor** any **Subcontractor**, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 30.4. GC 30.3 may be relied upon by the **Consultant** and its directors, officers, employees, agents and subconsultants and may be enforced directly by any of them against the **Contractor** in the same manner and for the same purpose as if pursuant to a contractual indemnity directly between them and the **Contractor**.

## 31. **Submittals**

- 31.1. The **Contractor** shall review, stamp with its approval and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the **Work** or in the work of any **Other Contractor**, all **Submittals** required by the **Contract Documents** or requested by the **Consultant**. **Submittals** shall be properly identified and shall be in the form specified or as the **Consultant** may require. At the time of submission, the **Contractor** shall inform the **Consultant** in writing of any deviation in the **Submittals** from the requirements of the **Contract Documents**. **Submittals** which require approval of any legally constituted authority having jurisdiction shall be submitted to such authority by the **Contractor** for approval.
- 31.2. By approving and submitting **Submittals**, the **Contractor** thereby represents that it has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data, or will do so, and that it has checked and coordinated all **Submittals** with the requirements of the **Work** and of the **Contract Documents**.
- 31.3. The **Consultant** shall review the **Submittals** with reasonable promptness, but only for general conformance with the **Contract Documents**. The **Consultant's** review of a separate item shall not indicate approval of such item or of any assembly in which the item functions. The **Consultant's** review of **Submittals** shall not relieve the **Contractor** of responsibility for any deviation from the requirements of the **Contract Documents** unless the **Contractor** has informed the **Consultant** in writing of such deviation at the time of submission and the **Consultant** has given written approval to the specific deviation; provided that any such review and approval by the **Consultant** shall not relieve the **Contractor** from responsibility for errors or omissions in the **Submittals** themselves.

- 31.4. The **Contractor** shall make any corrections required by the **Consultant** and shall resubmit the required number of corrected copies of **Submittals**. The **Contractor** shall direct specific attention in writing or on resubmitted **Submittals** to revisions other than the corrections requested by the **Consultant** on previous submissions.
- 31.5. The **Consultant** does not warrant or represent that the information in the **Submittal** is accurate or complete. The **Consultant's** review does not relieve the **Contractor** of responsibility for errors or omissions in designs, including a **Submittal**, that are the **Contractor's** responsibility, and for conforming and correlating with all quantities and dimensions, performing the **Work**, selecting performance means and methods, coordinating with other parts of the **Work** and between **Subcontractors**, and performing the **Work** safely. Notwithstanding any review by the **Consultant** and subject only to GC 31.3, the **Contractor** remains solely responsible for compliance with the **Contract Documents**.
32. **Laying Out Work**
- 32.1. Unless otherwise stipulated in the **Contract Documents**, all **Work** is to be laid out by the **Contractor**. This shall include but not be limited to batter boards, sight rails, stakes and marks, and benchmarks as required.
- 32.2. The **Contractor** shall be responsible for the accuracy of the layout and preservation of benchmarks, reference points and stakes; failing which, all costs to rectify same shall be for the **Contractor's** account.
33. **Inspection of Work**
- 33.1. The **Owner**, or the **Consultant** on the **Owner's** behalf, and their representatives shall, at all times, have access to the **Work** whenever it is in preparation or progress and the **Contractor** shall provide proper facilities for such access.
- 33.2. If the **Contract Documents**, the **Consultant's** instructions, or the laws or ordinances of the **Place of the Work** require any work to be specially tested, inspected or approved, the **Contractor** shall give the **Consultant** timely notice of readiness of the **Work** for all required tests, inspections or approvals. The **Contractor** shall arrange for tests, inspections or approvals by other authorities and shall give the **Consultant** timely notice of the date and time. If the **Contractor** covers, or permits to be covered, **Work** that has been designated for special tests, inspections or approvals before such tests, inspections or approvals are made, given or completed, the **Contractor** shall, if so requested, uncover the **Work**, have the inspections or tests satisfactorily completed and correct such work at its own expense. The **Contractor** shall furnish promptly to the **Consultant** two (2) copies of certificates and inspection reports relating to the **Work**.
- 33.3. Re-examination of questioned work may be ordered by the **Consultant**. If such work is determined by the **Consultant** to be in accordance with the requirements of the **Contract Documents**, the **Owner** shall pay the cost of re-examination and replacement. If such work is determined by the **Consultant** to not be in accordance with the requirements of the **Contract Documents**, the **Contractor** shall correct such work and shall pay the cost of re-examination and correction.
- 33.4. 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 laws or ordinances applicable to the **Place of the Work**.

- 33.5. 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**.
- 33.6. No obligation shall be imposed on the **Owner** or the **Consultant** by reason of any testing, inspection or approval made pursuant to GC 33, nor shall any failure to test, inspect or approve relieve the **Contractor** of responsibility for the **Work**.
34. **Defective Work**
- 34.1. The **Contractor** shall promptly correct any defective **Work** which has been rejected by the **Consultant** as failing to conform to the **Contract Documents**, whether incorporated in the **Work** or not. Thereafter, the **Contractor** shall promptly correct any defective **Work** in accordance with the **Contract Documents** and without expense to the **Owner** and shall bear the expense of making good all work of **Other Contractors** destroyed or damaged by such correction.
- 34.2. If the **Contractor** does not correct such defective **Work** within the time fixed by written notice from the **Consultant**, the **Owner** may have such defective **Work** corrected at the expense of the **Contractor**. If the **Contractor** does not pay the expense of such correction within five (5) **Days** after receipt of an invoice therefor, the **Owner** may, upon ten (10) **Days'** written notice, deduct from the **Contract Price** all expenses that should have been borne by the **Contractor**.
- 34.3. If, in the opinion of the **Consultant**, it is not expedient to correct defective **Work**, the **Owner** may deduct from the **Contract Price** the difference in value between the **Work** as done and that called for by the **Contract Documents**, the amount of which shall be determined by the **Consultant**. Any reduction of payment to the **Contractor** under GC 34 shall in no way relieve the **Contractor** from its obligations pursuant to the **Contract**.
35. **Completion**
- 35.1. When the **Contractor** believes that it has achieved **Substantial Performance of the Work**, in accordance with the **Contract Documents**, the **Contractor** shall prepare and submit to the **Consultant** a comprehensive list of items to be corrected or completed and apply for a review by the **Consultant** to establish interim completion of the **Work**. Failure to include an item on the list does not alter the responsibility of the **Contractor** to complete the **Contract**. The **Consultant** shall, in evaluating whether **Substantial Performance of the Work** has been achieved, determine the amount of **Work** that has been performed by determining the total value of the **Work** by adding all approved **Change Orders** and **Change Directives** to the **Contract Price** (the "Amended Contract Price") and then subtracting the value of the **Work** that is defective or deficient with the net amount being the "Work Performed". The percent performed shall be the ratio of the Work Performed to the Amended Contract Price multiplied by one hundred (100).
- 35.2. No later than ten (10) **Days** after the receipt of the **Contractor's** list and application, the **Consultant** shall review the **Work** to verify the validity of the application, and no later than seven (7) **Days** after completing the review, shall notify the **Contractor** whether the **Contractor** has achieved **Substantial Performance of the Work**. When the **Consultant** finds that **Substantial Performance of the Work** has been reached, the **Consultant** shall issue an **Interim Certificate of Completion**. If the **Consultant** determines that **Substantial Performance of the Work** has not been achieved, the **Contractor** shall perform the work required to achieve **Substantial Performance of the Work** and thereafter provide the **Consultant** with another application for an **Interim Certificate of Completion**. This process shall be repeated until an **Interim Certificate of Completion**

is issued in accordance with GC 35.2. Additional costs, if any, incurred by the **Owner** for processing any second or subsequent application shall be borne by the **Contractor**, shall be due on demand, and may be deducted and retained by the **Owner** from any payment then or thereafter due to the **Contractor** under this **Contract**.

- 35.3. The **Consultant** shall state the date of **Substantial Performance of the Work** in the **Interim Certificate of Completion**.
- 35.4. Immediately following the issuance of the **Interim Certificate of Completion**, the **Contractor**, in consultation with the **Consultant** shall establish a reasonable date for finishing the **Work**.
- 35.5. Concurrently with the issuance of the **Interim Certificate of Completion**, the **Consultant** shall prepare a written list of items of the **Work** to be corrected and/or completed that were apparent to it in its inspection and assessment of the **Work**. The issuance of this list does not relieve the **Contractor** from its obligation to correct and/or complete all defects and deficiencies in the performance of the **Contract** as provided for in GC 35. In addition to the monies to be held back in accordance with Clause 4 of the **Agreement**, the **Owner** may hold back monies equal to two (2) times the cost, as estimated by the **Consultant**, to correct and/or complete the items appearing in the said list from the net payment to be made following the issuance of the **Interim Certificate of Completion**. As defects and deficiencies on the **Consultant's** list are remedied, the holdback monies corresponding to such defects and deficiencies shall be released to the **Contractor**. If the **Contractor** should fail to correct and/or complete such items within a reasonable time, the **Owner** may use the monies held back for defects and deficiencies to correct and/or complete such items.
- 35.6. When the **Contractor** has corrected and/or completed all defects and deficiencies required to fully complete the **Work** in accordance with the **Contract Documents**, the **Contractor** shall prepare and submit to the **Consultant** a request for a **Final Certificate of Completion**. The **Consultant** shall have ten (10) **Days** from receipt of the **Contractor's** application to review the **Work** and accept or reject the **Contractor's** application for a **Final Certificate of Completion**. If the **Consultant** accepts that a **Final Certificate of Completion** should be issued, the **Consultant** shall issue the **Final Certificate of Completion**.
- 35.7. Correction and/or completion of defective and/or deficient **Work** noted at the time of issuing the **Interim Certificate of Completion** shall be done promptly and within a reasonable time. When such items have not been corrected or completed within a reasonable time, especially within the **Warranty Period**, the **Warranty Period** shall be extended, at no additional cost to the **Owner**, so as to commence at such time when such defective and/or deficient **Work** is completed.
- 35.8. If the **Consultant** determines that a **Final Certificate of Completion** should not be issued, the **Contractor** shall perform the work required to fully complete the **Work** in accordance with the **Contract Documents** and thereafter provide the **Consultant** with another application for a **Final Certificate of Completion**. This process shall be repeated until a **Final Certificate of Completion** is issued in accordance with GC 35.6. Additional costs, if any, incurred by the **Owner** for processing any second or subsequent application shall be borne by the **Contractor**, shall be due on demand, and may be deducted and retained by the **Owner** from any payment then or thereafter due to the **Contractor** under this **Contract**.
- 35.9. The acceptance by the **Contractor** of the **Final Certificate of Completion** or of any payment due thereunder shall constitute a warranty by the **Contractor** to the **Owner** that the **Work** has been performed in accordance with the **Contract Documents** and a waiver

of all claims against the **Owner** and the **Consultant**, whether in contract, tort or otherwise (including without limitation claims for or relating to breach of contract, breach of warranty, fundamental breach, negligence, misrepresentation and strict liability), except those made in writing prior to the date of the **Final Certificate of Completion** and still unsettled, if any, and those relating to any **Substantial Defects** in the **Work** which the **Contractor** is required to correct following the expiration of the **Warranty Period** as described in GC 36.5.2.

### 36. **Warranty**

- 36.1. Without restricting any warranty or guarantee either made by the **Contractor** or implied by law, the **Contractor** shall, at its own expense, promptly correct any defective **Work** that is observed or discovered prior to the expiration of the **Warranty Period**, whether or not such defects could have been observed or discovered during construction, and the **Contractor** shall promptly pay for any damage resulting from such defects. Any certificate issued pursuant to the **Contract** shall not relieve the **Contractor** from this responsibility.
- 36.2. The **Owner** shall give notice of any defect within a reasonable time of observing such defect. The **Contractor** shall correct all defective **Work** within fifteen (15) **Days** of receipt of written notice from the **Owner** or such time as the **Consultant** determines is reasonable for the remediation.
- 36.3. Should the **Contractor** fail to proceed with the correction of such defective **Work** within fifteen (15) **Days** from the date of notice from the **Consultant** to do so, the **Owner** may, after giving an additional fifteen (15) **Days'** notice to the **Contractor**, take all necessary steps to have the work done by another contractor and the costs of, and incidental to, the doing of the said work shall be paid by the **Contractor**. At the **Owner's** option, such costs, together with the damages resulting from such defects, may be deducted from any monies then or thereafter due and payable to the **Contractor** under the **Contract**, or the **Owner** may recover the same from the **Contractor** and its sureties as monies paid for and on behalf of the **Contractor** at its request. The **Consultant** shall decide the necessity and extent of the correction and the nature thereof.
- 36.4. The correction of all defects shall be executed at such time as is convenient to the **Owner**. This may entail overtime work on the part of the **Contractor**. Additional charges for overtime work in this regard shall be borne by the **Contractor**. Prior to the expiry of the **Warranty Period**, the **Owner** reserves the right to carry out an inspection of the **Work**. The **Contractor** shall be required to correct the defective **Work** identified by the **Owner**.
- 36.5. Notwithstanding the expiration of the **Warranty Period** or the issuance of any certificate, the **Contractor** shall:
  - 36.5.1 not be relieved of its responsibility for correcting any defects in the **Work** of which notice has been given to the **Contractor** prior to the expiration of the **Warranty Period** and which remain uncorrected; and
  - 36.5.2 be responsible for correcting, at its own expense, any **Substantial Defects** which were neither observed nor discovered prior to the expiration of the **Warranty Period**.
- 36.6. Notwithstanding the provisions of GC 36, if any statute or bylaw of the Province, Municipality, County or other applicable jurisdiction where the **Work** is being performed creates a more extended liability for defective materials or workmanship, then the provisions of such statute or bylaw shall apply.

- 36.7. The **Contractor** shall assign to the **Owner** the benefit of all guarantees and warranties for all **Products** and other parts of the **Work** used or incorporated in the **Work** and shall ensure such assignment is also effected by all **Subcontractors, Suppliers** or consultants from whom the same have been obtained. Thereafter, as reasonably required by the **Owner**, the **Contractor** shall make, do, execute, and deliver such instruments in writing as may be necessary or desirable to assure the enforceability of such guarantees and warranties.
- 36.8. The **Owner** shall have the right to assign all guaranties and warranties to a new owner or owners and the **Contractor** shall make, do, execute, and deliver such instruments in writing as may be necessary or desirable to assure the enforceability of such assignment. The **Contractor** shall make all reasonable efforts to promptly correct any defects in the **Work** and fulfil its warranty obligations in order to ensure that the **Owner's** reputation is not adversely affected.
- 36.9. Correction of defective **Work** shall be done promptly and within a reasonable time. When such items have not been corrected within a reasonable time, especially within the **Warranty Period**, the **Warranty Period** shall be extended, at no additional cost to the **Owner**, so as to commence at such time when such defective **Work** is corrected.
- 36.10. Nothing in this **Contract** shall be deemed to limit any rights of the **Owner** to sue the **Contractor** either at law or in equity on any cause of action arising out of its performance of or failure to perform the terms of this **Contract**, or to claim damages, contribution or indemnity from the **Contractor** or any other person under the terms of this **Contract**.
37. **Use of Premises**
- 37.1. The **Contractor** shall confine its operations and the storage of materials to limits indicated by laws, ordinances or permits and as permitted by the **Owner** and shall not unreasonably encumber the **Place of the Work** with its materials. The **Contractor** shall not load, or permit to be loaded, any part of the **Work** with a weight that will endanger its safety. The **Contractor** shall enforce all regulations and requirements regarding signs, advertisements, fires and smoking.
38. **Responsibility Regarding Existing Utilities and Structures**
- 38.1. Excavation in the vicinity of existing structures and utilities shall be carefully performed by the **Contractor**, and any utilities which cross an excavation must be properly supported or shored to prevent settlement. Where trenching is to be done under existing utilities, such utilities shall be shored before excavation commences and shoring shall be left in place.
- 38.2. The existence, location and elevation of underground utilities and/or concealed structures are not guaranteed by the **Owner** or the **Consultant** and, notwithstanding any other provision in the **Contract Documents** but subject to GC 38.5, the **Contractor** shall be responsible for determining the existence, location and elevation of all sewer, water and gas mains, services or lines, electric light, power or telephone conduits, or other such structures or utilities, and shall pay for any service supplied by the gas, waterworks, sewer, electric light, power or telephone company or department. The **Contractor** shall be responsible for notifying the appropriate company, department, or person(s) of its intention to carry out its operations.
- 38.3. Prior to commencing any excavation, the **Contractor** shall deposit with the **Consultant** a letter or letters from the appropriate authority of the utility or utilities involved stating that the **Contractor** has made satisfactory arrangements with the appropriate utility company(ies) for the location, protection and inspection of the utility involved.

38.4. Subject to the provisions of GC 38.5, the **Contractor** shall indemnify and save harmless the **Owner** and the **Consultant** against damages for consequential loss and against any claim made against the **Owner** or the **Consultant** by the owner of any main, line, conduit or other such structure or utility referred to in GC 38.2 for any loss or damage in respect of third party claims, or which may be suffered by any such owner because of damage to any such main, line, conduit or other structure or utility, in any way caused by the operations of the **Contractor**, a **Subcontractor** or **Supplier** or anyone for whom they may be responsible.

38.5. If the **Contractor** discovers conditions at the **Place of the Work** which are:

38.5.1 subsurface or otherwise concealed physical conditions which existed before the commencement of the **Work** and which differ materially from those indicated in the **Contract Documents**; or

38.5.2 physical conditions of a nature which differ materially from those ordinarily found to exist and generally recognised as inherent in construction activities of the character provided for in the **Contract Documents**;

then the **Contractor** shall notify the **Owner** and the **Consultant** in writing before the conditions are disturbed and in no event later than five (5) **Days** after first observance of the conditions. The **Consultant** shall promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the **Contractor's** cost or time to perform the **Work**, the **Consultant**, with the **Owner's** approval, shall issue appropriate instructions for a change in the **Work** as provided in GC 23. If the **Consultant** finds that the conditions at the **Place of the Work** are not materially different or that no change in the **Contract Price** or the **Contract Time** is justified, the **Consultant** shall report the reasons for such finding to the **Owner** and the **Contractor** in writing.

38.6. The **Contractor** acknowledges that it has inspected the **Place of the Work** for the physical conditions described in GC 38.5 and has disclosed its findings to the **Consultant**. The **Contractor** shall not be entitled to, and shall not claim, any additional compensation, or extension of **Contract Time** as a result of any conditions that were or ought to have been discovered upon reasonable inspection by the **Contractor** prior to the date of the **Contract** or in respect of any claims for which the **Contractor** failed to give notice as required by GC 38.5.

38.7. Nothing in GC 38 hereof shall relieve the **Contractor** from the responsibility to conduct its own examination of the **Place of the Work** and the **Work**, as provided in GC 38.6.

38.8. No claims for additional compensation, or for an extension of **Contract Time**, shall be allowed if the **Contractor** fails to give notice to the **Consultant**, as required by GC 38.5.

### 39. **Use of Completed Portions**

39.1. The **Owner** reserves the right to take possession of and use any completed or partially completed portion of the **Work**, regardless of the time of completion of the entire **Work** providing it does not interfere with the **Contractor's** work. Such taking possession or use of the partially completed portions shall not be construed as **Substantial Performance of the Work** or an acknowledgement of fulfilment of the **Contract**.

**40. Temporary Facilities and Temporary Loadings**

- 40.1. The **Contractor** shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary facilities and for the design and execution of the construction methods to be used for the adequacy and safety of such facilities. The **Contractor** shall engage and pay for registered professional engineering personnel, skilled in the appropriate discipline to perform these functions where required by law or the **Contract Documents**, and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results and any opinion expressed by the **Consultant** shall not relieve the **Contractor** of this responsibility in any way. The drawings depicting the design of the temporary facilities shall show the design loads which the structure is expected to withstand, the type and grade of material to be used, and sufficient dimensions and instructional detail as to permit strict adherence to the design during construction. Calculations shall be made and recorded which will show that the temporary facilities are capable of carrying all loads which are expected to be imposed upon them. The design drawings of the temporary facilities shall be signed and sealed by the **Contractor's** engineer who made the design or who supervised and directed its preparation and each revision thereto shall also be signed by such engineer, or by another engineer qualified to undertake the responsibility for the alteration in design. Before any load is placed on the temporary facilities, the **Contractor's** design engineer shall perform an inspection to ensure that the temporary structure complies with the design requirements and is satisfactory for use.

**41. Cleaning Up**

- 41.1. The **Contractor** shall, at all times, keep the **Place of the Work** in a safe and tidy condition, and free from accumulation of waste material or rubbish caused by its performance of the **Work**, and at the completion of the **Work** it shall remove all rubbish and all tools, equipment and surplus materials from and about the **Work** and shall leave the **Work** clean and suitable for occupancy by the **Owner**. In case of dispute, the **Owner** may remove the rubbish and charge the cost to the **Contractor** as the **Consultant** shall determine to be proper in the circumstances.

**42. Cutting and Fitting**

- 42.1. The **Contractor** shall perform all cutting, fitting and remedial work required to make the affected parts of the **Work** come together properly and to integrate the **Work** with the work of **Other Contractors**, the **Owner's** own forces or work performed by utility service companies. The **Contractor** shall coordinate the **Work** to ensure that such cutting, fitting and remedial work are kept to a minimum.
- 42.2. Any cost caused by a failure to properly coordinate the **Work** shall be borne by the **Contractor**.
- 42.3. The **Contractor** shall not endanger the **Work** or the work of others by cutting, digging or otherwise and shall not cut or alter existing work except with the written consent of the **Consultant**.
- 42.4. Cutting and remedial work shall be performed by specialists familiar with the materials affected and shall be performed in a manner to neither damage nor endanger the **Work** or the work of others.



**43. Insurance**

43.1. Without in any way limiting the liability of the **Contractor** under the **Contract**, the **Contractor** shall provide, maintain and pay the premiums for any insurance it is required by law to provide, marine cargo insurance (if applicable) and the minimum insurance coverages listed in GC 43 unless otherwise stipulated in the **Contract Documents**:

43.1.1. **General Liability Insurance:** General Liability Insurance shall be in the name of the **Contractor**, with the **Owner** and the **Consultant** as additional insureds, but only with respect to liability arising out of the operations of the **Contractor** with regard to the **Work** (excluding any legal liability arising out of the sole negligence of the **Owner** or the **Consultant**), with limits of not less than five million dollars (\$5,000,000) per occurrence, an aggregate limit of not less than five million dollars (\$5,000,000) within any policy year with respect to completed operations, and a deductible not exceeding five thousand, (\$5,000). Subject to satisfactory proof of financial capability by the Contractor, the Owner may agree to increase the deductible amounts. The insurance coverage and the form of this insurance shall be at least equal to the latest edition of IBC Form 2100, including an extension for a standard provincial and territorial form of non-owned automobile liability policy and the latest edition of the relevant CCDC endorsement form, and shall be maintained continuously from commencement of the **Work** until the date of the expiry of the **Warranty Period**, and with respect to Completed Operations Coverage for a period of not less than six (6) years from the date on which the **Warranty Period** expires. The policy shall be endorsed to provide the **Owner** with not less than thirty (30) **Days**' written notice in advance of any cancellation, change or amendment restricting coverage.

43.1.2. **Automobile Liability Insurance:** Automobile Liability Insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than five million dollars (\$5,000,000) inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the **Contractor**, in the following forms endorsed to provide the **Owner** with not less than thirty (30) **Days**' written notice in advance of any cancellation, change or amendment restricting coverage:

43.1.2.1. Standard Non-Owned Automobile Policy including Standard Contractual Liability Endorsement. (This may be attached to the General Liability Insurance policy.)

43.1.2.2. Standard Owner's Form Automobile Policy providing Third Party Liability and Accident Benefits Insurance and covering licensed vehicles owned or leased by the **Contractor**.

The Automobile Liability Insurance shall be maintained continuously from commencement of the **Work** until the date of the expiry of the **Warranty Period**.

43.1.3. Property and Boiler and Machinery Insurance:

43.1.3.1. "Broad form" Property Insurance shall be in the joint names of the **Contractor**, the **Owner**, and the **Consultant**, with all **Subcontractors** as additional insureds, insuring not less than the sum of the amount of 1.1 times the **Contract Price** and the full value, as stated in the **General Requirements** or elsewhere in the **Contract Documents**, of **Products** and design services that are specified to

be provided by the **Owner** for incorporation into the **Work** with a deductible not exceeding five thousand dollars (\$5,000). Subject to satisfactory proof of financial capability by the Contractor, the **Owner** may agree to increase the deductible amounts. The insurance coverage and the form of insurance shall be at least equal to the latest edition of IBC Form 4042, including the latest edition of the relevant CCDC endorsement form (excluding flood and earthquake), and shall be maintained continuously until ten (10) **Days** after the date of the **Final Certificate of Completion**.

- 43.1.3.2. Boiler and Machinery Insurance shall be in the joint names of the **Contractor**, the **Owner**, and the **Consultant**, with **all Subcontractors** as additional insureds, insuring not less than the replacement value of permanent or temporary boilers, pressure vessels and other insurable objects forming part of the **Work**. The insurance coverage and the form of insurance shall be at least equal to the latest edition of the "Comprehensive Boiler and Machinery Form" and shall be maintained continuously from commencement of use or operation of the property insured until ten (10) **Days** after the date of the **Final Certificate of Completion**.
- 43.1.3.3. 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 **Owner**, upon written notice from the **Contractor** and prior to such use or occupancy, shall assume the responsibility to provide, maintain and pay for Property and Boiler and Machinery Insurance insuring the full value of the **Work**, as in GC 43.1.4.1 and GC 43.1.4.2, in the forms mentioned therein, including coverage for such use or occupancy, and the **Contractor** shall refund to the **Owner** the unearned premiums applicable to the **Contractor's** policies upon termination of coverage.
- 43.1.3.4. The policies shall provide that, in the event 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** and itself 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, at the option of the **Owner**, 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 the **Contract Time** as the **Consultant** may decide in accordance with GC 10.
- 43.1.3.5. The **Contractor** shall be entitled to receive from the payments made by the insurers the amount of the **Contractor's** interest in the restoration of the **Work**. In addition, 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 the restoration of the **Work** has been appraised, such amount to be paid as the restoration of the **Work** proceeds and in accordance with the requirements of GC 21 and GC 22.
- 43.1.3.6. In the case of loss or damage to the **Work** arising from the work of an **Other Contractor**, or the **Owner's** own forces, the **Owner**, in accordance with the **Owner's** obligations under GC 16.2, shall pay the **Contractor** the cost of restoring the **Work** as the restoration of

the **Work** proceeds and in accordance with the requirements of GC 21 and GC 22.

- 43.1.4. **Contractor's Equipment Insurance:** "Broad form" Contractor's Equipment Insurance covering construction machinery and equipment owned or rented and used by the **Contractor** and/or **Subcontractors** for the performance of the **Work**, shall be in a form acceptable to the **Owner** and shall not allow subrogation claims by the insurer against the **Owner** or the **Consultant**. The policies shall be endorsed to provide the **Owner** with not less than thirty (30) **Days'** written notice in advance of any cancellation, change or amendment restricting coverage. Subject to satisfactory proof of financial capability by the Contractor for self-insurance, the Owner may agree to waive the equipment insurance requirement.
- 43.1.5. **General Insurance Provisions:**
  - 43.1.5.1. The **Contractor** shall be responsible for deductible amounts under each of the insurance policies mentioned in GC 43.1.
  - 43.1.5.2. Unless specified otherwise, the duration of each policy shall be from the date of commencement of the **Work** until the date of the **Final Certificate of Completion**.
  - 43.1.5.3. The **Contractor** shall provide the **Owner** with proof of insurance prior to commencement of the **Work** and, if requested by the **Owner** or the **Consultant**, shall promptly provide the **Owner** with a certified true copy of each policy exclusive of information pertaining to premium or premium bases used by the insurer to determine the cost of the insurance. The **Contractor** shall obtain and comply with all of the **Owner's** and the insurers' requirements, including, but not limited to, allowable classes of vessels, maximum value concentrations, reports and claims handling procedures.
  - 43.1.5.4. If the **Contractor** fails to provide or maintain insurance as required hereunder or elsewhere in the **Contract Documents**, then the **Owner** shall have the right to provide and maintain such insurance and give evidence thereof to the **Contractor** and the **Consultant**. The cost thereof shall be payable by the **Contractor** to the **Owner** on demand or the **Owner** may deduct such amount from monies which are due or may become due to the **Contractor**.
  - 43.1.5.5. All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the **Place of the Work**.
- 43.2. In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the **Contractor** is not required to provide the following insurance coverage:
  - 43.2.1. Asbestos;
  - 43.2.2. Cyber Risk;
  - 43.2.3. Mould; or
  - 43.2.4. Terrorism.

**44. Contract Security**

- 44.1. The **Contractor** shall furnish **Contract Security** in the form of a Performance Bond in an amount equal to at least fifty percent (50%) of the **Contract Price** as security for the faithful performance of the **Contract**, including the corrections after completion provided for in GC 35 and GC 36, and the payment of all obligations arising under the **Contract**.
- 44.2. The **Contractor** shall also furnish **Contract Security** in the form of a Labour and Materials Payment Bond in an amount equal to at least fifty percent (50%) of the **Contract Price** as security for the payment of all labour and material used or reasonably required in the performance of the **Contract**.
- 44.3. The bonds mentioned in GC 44.1 and GC 44.2 shall be originals issued by a duly licensed surety authorized to transact a business of suretyship in the jurisdiction of the **Place of the Work** and shall be maintained in good standing until the date of the expiry of the **Warranty Period**. Unless otherwise specified in the **Contract Documents**, the form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

**45. Disputes**

- 45.1. 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 decision of the **Consultant** pursuant to the provisions of GC 5.6, shall be settled in accordance with the requirements of GC 45.
- 45.2. A party shall give written notice of such dispute to the **Consultant** and the other party no later than thirty (30) **Days** after it has received the **Consultant's** decision under GC 5.6, failing which the **Consultant's** decision under GC 5.6 shall be treated as final and binding. Such notice shall set forth particulars of the matters in dispute, the probable extent and value of the damage and the relevant provisions of the **Contract Documents**. The **Consultant** shall reply to such notice no later than fifteen (15) **Days** after it receives such notice, setting out in such reply any relevant provisions of the **Contract Documents**.
- 45.3. The **Contractor** shall continue diligently to prosecute the **Work** pending determination of every dispute. In the event the **Contractor** refuses to proceed diligently with the **Work** or any portion thereof, the **Contractor** shall be directly responsible for all damages to the **Owner** as a result of such suspension and, in addition to any other right that the **Owner** may have at law or in equity, the **Owner** shall have the right to notify the **Contractor** that it is in default of its contractual obligations pursuant to GC 13.2.
- 45.4. If the matter in dispute is not resolved promptly, the **Consultant** may give such instructions as, in its opinion, are necessary for the proper performance of the **Work** to prevent delays pending settlement of the dispute. The **Contractor** shall act immediately according to such instructions, it being understood that by so doing the **Contractor** shall not prejudice any claim it may have arising out of the matter in dispute.
- 45.5. The **Owner** and the **Contractor** shall make all reasonable efforts to resolve their disputes by discussion and negotiation and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations. If the **Owner** and the **Contractor** are unable to resolve the dispute and the dispute cannot be resolved, or the parties dispute the **Consultant's** decision under GC 5.6, the parties may agree to have the dispute resolved by mediation or arbitration or such other means as the parties may mutually agree. If no agreement as to the method of dispute

resolution is reached between the **Owner** and **Contractor** then either party may submit the dispute to such judicial tribunal as the circumstances may require.

46. **Assignment**

- 46.1. The **Contractor** shall not assign the **Contract** or a portion thereof (otherwise than by a charge by the **Contractor** in favour of the **Contractor's** bankers of any monies due or to become due under the **Contract**, which assignment shall be notified to the **Owner**) without the **Owner's** written consent, which consent may be unreasonably withheld. The **Contractor**, when requesting the **Owner's** consent to an assignment, shall provide evidence satisfactory to the **Owner** of the ability of the Bid assignee to complete the **Contract** in respect of its technical and financial competence, its workforce and its equipment along with any other information requested by the **Owner**.
- 46.2. The **Owner** acting reasonably, may assign the **Contract** without the consent of the **Contractor** upon thirty (30) **Days** written notice to the **Contractor** and, upon such assignment, the **Owner** shall have no further liability or obligation whatsoever to the **Contractor** under the **Contract** or at law and more particularly shall have no further obligations to perform or make payment of any amounts accruing due after the effective date of the assignment.

47. **Miscellaneous**

- 47.1. Title to the **Work** and all portions thereof during and after construction, together with all **Products** on the **Place of the Work**, are vested in the **Owner**.
- 47.2. The **Contractor** shall check all **Contract Documents** before commencing the **Work** to ensure all issues related to dimensions, and to applicable municipal or other local, provincial and/or national codes, regulations and detailing are correct and understandable.
- 47.3. The **Contractor** shall ensure that all rights and privileges presently accorded adjacent properties are maintained.
- 47.4. To provide for occupancy by one or more occupants or the **Owner** prior to completion and final acceptance of the entire **Work** as provided above, the **Contractor** shall make available the use of such services reasonably required for occupant or **Owner's** occupancy including, but not limited to, elevators, heating, ventilation, cooling, water, lighting, security, power, and telephone for the space or spaces to be occupied, and the **Owner** shall be required to pay for its reasonable share of such services. The occupancy or use of such space or spaces shall not constitute the **Owner's** acceptance of any work, materials, or equipment which are not in accordance with the requirements of the **Contract Documents**, nor relieve the **Contractor** from its obligations to complete the **Work**, or from any other unfulfilled obligations or responsibilities under the **Contract Documents**.
- 47.5. The **Contractor** shall, after partial occupancy, permit no disruption to any necessary utilities or other services to such occupied areas and shall schedule and organize its work to minimize any disruptions or unpleasant conditions that might affect access to, or the comfort of persons occupying such space.
- 47.6. If any article, section or subsection of this **Contract** or any portion thereof is determined to be indefinite, invalid, illegal or otherwise void, voidable or unenforceable, then it shall automatically be severed from this **Contract** and the balance of this **Contract** shall continue in full force and effect.

- 47.7. This **Contract** can be amended or added to only by a written agreement executed by both the **Owner** and the **Contractor** in accordance with the **Contract Documents**.
- 47.8. This **Contract** sets forth the entire agreement between the **Owner** and **Contractor** and contain all of the representations, warranties, terms, conditions, provisos, covenants, undertakings and conditions agreed upon by them with reference to the subject matter hereof. All other representations, warranties, terms, conditions, provisos, covenants, understandings and agreements, whether oral or written (including without limitation any letter of intent between the parties), are waived and are superseded by this **Contract**.

**Attachment "A" – Final Release and Indemnity  
(referenced in s.4.1.3.5 of Part IV – Agreement)**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_ (the "Owner")

FROM: \_\_\_\_\_ (the "Contractor")

RE: \_\_\_\_\_ (the "Project")

In consideration of the sum of \_\_\_\_\_ the receipt of which is hereby acknowledged, and other good and valuable consideration, the **Contractor** hereby acknowledges that the **Owner** has paid and satisfied in full all monies due for all work performed and material whatsoever installed and supplied by the **Contractor** to the above **Project** (collectively the "**Work**") pursuant to the contract for various work between the **Owner** and the **Contractor** (the "**Contract**") and the **Contractor** has no further claims against the **Owner** arising out of the **Work**, the **Contract** and/or the **Project**, except for any unpaid holdback and the following specific claims (the "Claims") which are identified and quantified herein:

\_\_\_\_\_ (\$ \_\_\_\_\_)

\_\_\_\_\_ (\$ \_\_\_\_\_)

Save as hereinafter provided, the **Contractor** hereby releases and discharges the **Owner** and the **Consultant** of and from any and all actions, causes of action, suits, debts, duties, accounts, claims, damages, costs and demands which the **Contractor** now has, ever had or hereinafter can, shall or may have for or by reason of any cause, matter or thing arising out of the **Work**, **Contract** and/or the **Project** (including, without limitation, the assignment provided in favour of the **Contractor**), excepting the Claims.

Except for the Claims, the **Contractor** further represents that no supplier or sub-contractor of it has any right to file any claim of lien with respect to the **Project** nor have any claims of lien been filed or registered by such supplier or sub-contractor and, if such claims of lien are filed or registered or trust fund claim or workers compensation claim is made, the **Contractor** shall indemnify the **Owner** and save the **Owner** harmless from any and all claims and any loss or damage which the **Owner** may suffer as a result, and the **Owner** is authorized hereby to take any and all steps and make such payments as may be necessary to discharge the claims of lien or trust fund claim and/or pay to satisfy the workers compensation claim, and the **Contractor** hereby covenants to reimburse the **Owner** for such costs.

The **Contractor** acknowledges and warrants that the person executing this Final Release and Indemnity on its behalf is authorized to do so.

Every reference to the "**Owner**" or the "**Contractor**" includes their respective heirs, executors, administrators, receivers, trustees, predecessors, successors, officers, directors, shareholders, agents, employees and assigns, as the case may be.

The terms of the Final Release and Indemnity are contractual and not mere recitals. No agreements, covenants, warranties or representation of any kind whatsoever have been made or relied upon by the **Contractor**, except as expressly set forth in this Final Release and Indemnity.

The **Contractor** acknowledges that the facts in respect of which this Final Release and Indemnity is made may prove to be other than or different from the facts which the **Contractor** at the present time understand

to be true, and the **Contractor** agrees that this Final Release and Indemnity shall be in all respects enforceable and not subject to termination, rescission or variation if its present understanding of said facts is incorrect.

If any term of this Final Release and Indemnity is held to be void, voidable or unenforceable, the **Contractor** agrees that said term shall be severed from this Final Release and Indemnity and the remaining terms thereof shall remain in full force and effect.

This Final Release and Indemnity is governed by the laws of the jurisdiction in which the **Project** is located.

IN WITNESS WHEREOF the **Contractor** has duly executed this Final Release and Indemnity on the day and year first above written.

---

Authorized Signatory

c/s

---



**Attachment “B” – Code of Conduct  
(referenced in GC 15.8)**

**Construction Hours:** Construction access hours shall be consistent with any regulations in effect in the municipality where the **Place of the Work** is located.

**Roadways:** All speed limits and other traffic rules must be obeyed and access to the roadways should not be impeded. Parking shall be in designated areas only.

**Communication devices:** Radio and cell phone volume shall be at the minimum volume which is consistent with the ability to operate the device.

**Animals:** No dogs or other animals, are permitted at the **Place of the Work** without the written consent of the **Owner**.

**Alcohol/Drugs:** No alcoholic beverages or illegal drugs shall be brought on to or consumed at the **Place of the Work**.

**Cleanliness:** The **Place of the Work** must be maintained for an orderly appearance on a daily basis. Trash and construction debris shall be contained at all times and removed from the **Place of the Work** weekly and from areas used by the **Owner** daily.

**Inappropriate Materials:** No potentially inappropriate, offensive or discriminatory photographs, articles, magazines or other materials shall be permitted at the **Place of the Work**.

**Smoking:** Smoking shall be in designated areas only and shall only occur outside.

**Storage:** Storage shall be in designated areas only.

**Noise:** Noise levels should be kept to a minimum at all times. Equipment that generates noise should be adequately damped, silenced and soundproofed.

**Identity Badges or Clothing:** Where required by the **Owner**, all workers shall have an identity badge that clearly indicates the company's name, the individual's name and has an identity photograph on it, and is to be worn whenever at the **Place of the Work**.

**Fitness for Work:** All workers must be fit for work at all times. The **Owner** retains the right to request that individuals leave the **Place of the Work** if they are unfit for any reason including, without limitation, inebriation, taking illegal drugs, injury, fatigue, rudeness or any for other reason that may affect the quality of the work or which represents a breach of these rules.

**Standards of Dress:** All workers must be in suitable clean clothing, wear shirts and long pants, and display an appropriate standard of personal hygiene.

**Theft:** Workers who steal from the **Place of the Work** or the **Owner** shall be immediately ejected from the **Place of the Work**. The **Contractor** is responsible for all such thefts irrespective of whether the worker is an employee of the **Contractor**, a **Subcontractor** sub-**Subcontractor** or **Supplier**.

**Security:** The **Contractor** shall be responsible for ensuring the security of the **Place of the Work** during access and for ensuring that locks are effectively and securely locked. Security doors shall at all times remain closed and shall not be propped open, even for a short time.

**Attachment "C" – Prime Contractor Designation  
(referenced in GC 26.3)**

Identity of Prime Contractor	Date From	Date To

**Attachment “D” – Electronic Data License  
(referenced in GC 3.3)**

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Project Name: Lift Station No.7 Forcemain Installation (the "Project")

Project Number: 60533837  N/A if intended for multiple projects

Client: City of Swift Current ("Client")

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Signed this          day of                                  , 20

**INSERT NAME OF LICENSEE**

by: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**PART VII****SUPPLEMENTARY CONDITIONS**

1.0 Add the following to Item 2.3 of Part IV – Agreement 2. Contractor’s Covenants:

1.1. **Completion Date** shall be considered Total Performance of Contract.

2.0 Add the following to Part V – Definitions:

2.1. **Engineer** shall carry the same definition as for **Consultant** and the two terms are interchangeable.

3.0 Add the following to Part V – Definitions:

3.1. **Road Authority** is a general term denoting a governing entity with authority over a public way for purposes of vehicular travel.

4.0 Add the following to Part V – Definitions:

4.1. **Site** is delineated on the Drawings and/or described in the Specifications which consists of the real property over which the Owner has right of entry, right of way, easements or other privately-owned real property and/or real property owned by the Crown and made available to the Contractor by the Owner for the performance of the Work.

5.0 Add the following to Part V – Definitions:

5.1. **Superintendent** means the Contractor’s competent representative nominated in the Bidder’s Proposal who would be responsible to provide all necessary supervision at the Place of the Work at all times during the progress of the Work. The Superintendent will not be changed except by fully executing a change order under the terms of the Contract.

6.0 Replace Part VI General Conditions 3. Copies Furnished with the following:

3.2 All **Specifications, Drawings**, samples, models and other information furnished by the **Consultant** shall be used only with respect to the **Work**, shall not be used on other work, shall not be copied or revised in any manner, and shall be returned to the **Consultant**, on request, at the completion of the **Work**. Any samples or models furnished by the **Contractor** or the **Owner** are the property of the **Owner**.

7.0 Replace Item 8.2 of Part VI General Conditions 8. Assistance to the Consultant:

8.2 The Contractor is not required to supply to the Consultant all lath, stakes, hubs, nails, and spikes when required by the Consultant for the Project.

8.0 Add the following to Part VI General Conditions 12. Liquidated Damages:

12.3 Liquidated damages will be at a rate of \$1,200 per day for any **Work** (Total Price Proposal or combination of Total Price Proposal and Separate Price Proposal) by

Contractor beyond October 1, 2020 which would be required to achieve Total Performance of Contract.

9.0 Replace Item 17.4 of Part VI General Conditions 17. Contract Price:

- 17.4 An adjusted rate or price will not be made, where the actual quantity of work executed under the item falls short of the quantity specified in the Proposal Form by any amount.

10.0 Add the following to Part VI General Conditions 25. Contractor's Responsibilities:

- 25.4 The Contractor is required to submit all requests for information (RFI), or clarification requests in writing to the Consultant. The Consultant will respond to all requests within seven (7) calendar days.

11.0 Add the following to Part VI General Conditions 30. Toxic and Hazardous Substances and Materials:

- 30.6 The Contractor shall ensure that asbestos bearing material must be disposed of at the City of Swift Current's West Landfill (West Landfill) located approximately 18km northwest of the City having a legal land description of SE-18-16-14-W3. West Landfill requires 48 hours' notice prior to any material being brought for disposal. Additionally, the Contractor must call the West Landfill the morning of the delivery to verify that weather conditions are appropriate for the disposal of asbestos containing materials.
- 30.7 A burial fee is applicable to every full load or partial load delivered to the West Landfill. Therefore, as much possible, deliver only full loads of this material. Where the progression of the work makes this logistically difficult, if possible, suitably bag or wrap and store the material in compliance with applicable codes or direction of a competent authority in a secure location until there is sufficient volume to make a full load.
- 30.8 After loading, completely cover the asbestos bearing material with dirt then tarp or otherwise cover the load before hauling.
- 30.9 Conform with the requirements of all other applicable codes and ordinances for storage, handling, and transport of this material.
- 30.10 Bear all Landfill charges applicable to disposal of asbestos bearing material.
- 30.11 The Contractor shall ensure that before excavation, the work site is protected from unauthorized or inadvertent entry. Signs should be placed around the work area warning people not to enter the area unless authorized to do so. Pedestrian and vehicular traffic should be diverted away from the work area, if there is any possible release of asbestos fibers.
- 30.12 The Contractor shall ensure that project personnel all wear hard-toed boots, hard hat, gloves and safety glasses. Additional personal protective equipment (PPE) is

required when pipe cutting, polishing, or cracking is involved. The additional PPE includes, at minimum:

- .1 Disposable overalls with fitted hood;
- .2 Waterproof overalls may be required for outside work in some weather conditions;
- .3 Waterproof boots without laces (laced boots can be difficult to decontaminate); and
- .4 Disposable particulate respirator (FFP3) worn according to Manufacturer's instruction.

30.13 The Contractor shall ensure the following procedures are in place and adhered to during pipe Rehabilitation and/or Replacement (R&R) and site cleaning work:

- .1 Machine excavation should not cause pipe damage;
- .2 Hand excavation where cuts/breaks are planned;
- .3 Spray water to keep the pipe surface wet;
- .4 Use specialized cutting and polishing tools;
- .5 Use low pressure water to clean up the site, never use compressed air for cleaning;
- .6 Use vacuums equipped with HEPA H12 filtered exhaust;
- .7 Tools and equipment must be cleaned and de-contaminated;
- .8 All asbestos containing material, including disposable protective clothing, should be sealed in double bags or specialized containers and transported to an approved waste site.

30.14 The Contractor shall ensure all asbestos containing material must be secured in an appropriate manner that will prevent atmospheric dispersion of asbestos fibers prior to burial. The Contractor shall ensure that the material is double contained with the outer secondary containment layer being a minimum six mil polyethylene layer properly secured and labeled. The Contractor shall pay the burial fee for every load delivered to the West Landfill. Therefore, as much as is possible, deliver only full loads of this material. Where the progression of the Work makes this logistically difficult, if possible, suitably bag or wrap and store the material in compliance with applicable codes or direction of a competent authority in a secure location until there is sufficient volume to make a full load.

30.15 The Contractor shall submit an Asbestos Cement Pipe (ACP) removal and disposal plan to the Engineer for approval a minimum of 14 days prior to cutting any existing AC pipe within the project limits.

- 30.16 Hydrocarbon impacted soils have been identified within the project limits. Details regarding the extent of contamination are provided within Appendix C of the Contract Documents. The Contractor shall review and become familiar with the information outlined in Appendix C prior to submitting its Proposal. The Contractor shall then be responsible for preparing a Ground Disturbance Policy (GDP) that the Contractor intends to apply during execution of the Work adjacent to contaminated soils and groundwater. The Contractor shall submit his plan to the Engineer for approval a minimum of 14 days prior to commencing any Work south of Highway 1 within the project limits. The Contractor shall ensure that hydrocarbon impacted soils must be disposed of at the City of Swift Current's West Landfill (West Landfill) located approximately 18km northwest of the City having a legal land description of SE-18-16-14-W3.

12.0 Replace Part VI General Conditions 32. Laying Out Work with the following:

- 32.1 Unless specified elsewhere to the contrary, the contractor will establish benchmarks, monuments and stake lines, designated as such to the Work, and will be responsible for their accuracy.
- 32.2 The Contractor may establish additional base lines and other principal controlling points, lines and grades as he requires. The Contractor is wholly responsible for the accuracy of this work in relation to the control established in the contract documents. The Engineer may check lines and grades established by the Contractor.
- 32.3 Bear all costs for the replacement of legal survey markers disturbed, removed or damaged by construction where such markers were 4.0 m or more from the centerline of pipe being installed or outside face of structure being built. Notify the Engineer if it is desired to move an existing marker which is within the 4.0 m distance. The relocation of the marker will be at the expense of the Owner only if the Engineer agrees that the movement of the marker is warranted by the requirements of the construction operation.
- 32.4 Legal survey markers may be replaced only by a qualified Saskatchewan Land Surveyor.
- 32.5 All elevations established by the Engineer will be metric Geodetic Datum.
- 32.6 The Contractor will provide on-site surveying necessary for the construction of the Work. It is the Contractor's obligation to maintain the survey provided.

Add Part VI – General conditions 36 Warranty

- 36.11 Warranty Period to be set for 730 calendar days (2 years) starting the day after the project's Total Completion Date is reached.

13.0 Replace Article 2.3.6 Section 08000 – Trenching and Backfilling for Utilities with the following:

- 2.3.6 Whenever shoring, sheeting, timbering and bracing of excavations is required engage services of a Professional Engineer to design and assume responsibility for adequacy of shoring and bracing. Professional Engineer shall be registered in the province of Saskatchewan.

Close sheeting, when required, to be designed and constructed to prevent adjacent soil or water from entering excavation.

Maintain unobstructed access to fire and police appurtenances, telephone, electric, water, sewer, gas or other public utilities and private properties.

Protect open excavation against flooding and damage from surface water runoff.

Submit for review a trenching and excavation plan complete with drawings and calculations signed and stamped by the Professional Engineer responsible for their preparation. At a minimum trenching and excavation plan to include the following:

- Pipe inside diameter minimum requirements.
- Shoring/cage design sealed by a professional engineer registered in the Province of Saskatchewan.
- Stockpile location dimensions.
- Construction equipment paths.
- Haul routes.