

Spriet Associates Architects and Consulting Engineers

August 27, 2024

## Washroom Upgrades

Port Burwell Marine Museum  
18 Pitt Street  
Port Burwell, ON

For

The Corporation of the Municipality of Bayham  
56169 Heritage Line  
Straffordville ON N0J 1Y0  
P: 519-866-5521  
E: bayham@bayham.on.ca

Architect:

Spriet Associates Limited  
Architects  
155 York Street  
London, Ontario N6A 1A8  
P: 519-672-4100  
E: [mail@spriet.on.ca](mailto:mail@spriet.on.ca)

Electrical Engineers

Integrated Engineering  
1930 Blue Heron Drive  
London, Ontario N6H 5L9  
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**Section 00000**  
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## **Section 00001 List of Drawings**

### Contents

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E1	Electrical Floor Plans
M1	Mechanical Floor Plans

To: The Mayor and Council of  
The Corporation of the Municipality of Bayham  
56169 Heritage Line  
Straffordville ON N0J 1Y0

Having examined the Contract Documents for the "Washroom Upgrades – Port Burwell Marine Museum", dated August 27, 2024, prepared by Spriet Associates Limited Architects and Consulting Engineers, and having received the following Addenda \_\_\_\_\_ to \_\_\_\_\_ issued by the Consultant during the tender period, and having examined the site and all conditions affecting the Work, we, the undersigned General Contractor propose to furnish all labour, equipment and materials and complete the Contract as called for in the said Documents in the time specified for the following amount:

(a) Building Work (exclusive of Trades below)	\$ _____
(b) Electrical Work	\$ _____
(c) Mechanical Work	\$ _____
(d) Site Work	\$ _____
(e) Contingency & Testing Allowance	\$ _____ 15 000
Sub total of above	\$ _____
Harmonized Sales Tax (13%)	\$ _____
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$ _____</b>

\_\_\_\_\_  
\_\_\_\_\_  
(Total Contract Price Written if Full)

The above Total Contract Price includes all Harmonized Sales Taxes. It is specifically understood that the Contingency and Testing Allowance is to be expended only as directed by the Consultant, and that any unused portion of the Allowance shall revert to the Owner.



We propose to use the following Sub Trades:

TRADE	NAME OF SUBCONTRACTOR AND/OR SUPPLIER
Site Work	_____
Mechanical	_____
Electrical	_____

Our Tender includes the following Allowances:

a) Contingency & Testing Allowance	\$15 000.00
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We, the undersigned General Contractor, by the Tender, offer to complete the Contract in accordance with the terms contained herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Witness _____	_____ Signature of Authorized Person Signing for the General Contractor
---------------	---

Corporate Name of General Contractor \_\_\_\_\_

Address of General Contractor \_\_\_\_\_

Telephone Number \_\_\_\_\_

Corporate Seal

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

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

**This Agreement** made on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

**by and between the parties**

hereinafter called the "*Owner*"

**and**

hereinafter called the "*Contractor*"

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

**ARTICLE A-1 THE WORK**

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for

located at

*insert above the name of the Work*

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

*insert above the Place of the Work*

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

*insert above the name of the Consultant*

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

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

**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

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

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

## ARTICLE A-3 CONTRACT DOCUMENTS

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

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract
- \*

\* (Insert here, attaching additional pages if required, a list identifying all other *Contract Documents* e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)

## ARTICLE A-4 CONTRACT PRICE

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

/100 dollars \$

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

/100 dollars \$

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

/100 dollars \$

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

4.5 All amounts are in Canadian funds.

## ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of

percent ( %), the *Owner* shall:

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

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

5.3 Interest

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

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

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

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

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

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

### Owner

*name of Owner\**

*address*

*facsimile number*

*email address*

### Contractor

*name of Contractor\**

*address*

*facsimile number*

*email address*

### Consultant

*name of Consultant\**

*address*

*facsimile number*

*email address*

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

## ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

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

## ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED  
in the presence of:

**WITNESS**

**OWNER**

*name of owner*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

**WITNESS**

**CONTRACTOR**

*name of Contractor*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

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

## **Section 00200**

### **Instruction to Bidders**

#### **Part 1 General**

##### **1.1 DESCRIPTION OF THE WORK**

- .1 The work covered by this Contract includes the removal of the existing washroom facilities, and the construction of new washroom facilities with modifications to the entrance to current barrier free standards.

##### **1.2 PLACE OF WORK**

- .1 The place of work is located at:  
18 Pitt Street  
Port Burwell, Ontario

##### **1.3 OWNER**

The Owner is:  
The Corporation of the Municipality of Bayham  
56169 Heritage Line  
Straffordville ON N0J 1Y0

##### **1.4 SCOPE**

- .1 The scope of this project shall be all work indicated in the Tender Documents, which consists of the following:
  - 1. Form of Tender and Instructions to Bidders.
  - 2. All Addenda Issued.
  - 3. Drawings and Specifications noted in the Table of Contents and List of Drawings.

##### **1.5 SUBMITTING TENDERS, OPENING TENDERS AND BID ACCEPTANCE PERIOD**

- .1 Bids must be submitted to the Consultant (Spriet Associates) via email, send to both.  
  
Email: mail@spriet.on.ca.  
Email: mary@spriet.on.ca  
File Size: maximum 20 MB
- .2 Submissions by other methods will not be accepted.
- .3 Tenders shall be submitted on the Forms herewith provided and shall be signed where indicated on the last page of the Form of Tender.

- .4 Tenders will be received up to 2:00 p.m., local time, Wednesday, October 2, 2024.
- .5 Offers submitted after the above time shall be returned to the bidder unopened.
- .6 Tenders which are incomplete, conditional, illegible, or obscure or qualified in any way, or that contain additions not called for, erasures, alterations, or irregularities of any kind, will be rejected as informal. The Bidder shall give the Total Contract Price in both words and figures and shall fill in all blank spaces.
- .7 It is the contractor's responsibility to ensure they have the proper browser requirements, Javascript, cookies enabled etc... prior to submission. Uploading large documents may take significant time, depending on file size and internet connection speed. It is strongly recommended that Bidders allow sufficient time of at least one (1) hour before the submission Deadline to upload documents and finalize their submission.
- .8 All tenders shall remain valid for forty-five (45) days after closing date of tender period. If after forty-five (45) days, no contract has been signed between the Owner and Contractor, the Tender will no longer be valid.

#### **1.6 SECURITY DEPOSIT**

- .1 The bidder shall include with the Form of Tender a Bid Bond in the amount of 10% of the Contract Price.
- .2 Endorse the Bid Bond in the name of the Owner.
- .3 The Bid Bond will be returned after delivery to the Owner of the required Performance and Labour and Materials Payment Bond(s) by the accepted bidder.
- .4 The Bid Bond will become payable in the event of the failure of the Tenderer to sign the Contract within a period of forty-five (45) days.
- .5 If no contract is awarded, all security deposits will be returned.

#### **1.7 AGREEMENT TO BOND**

- .1 Submit with the Form of Tender and Bid Bond an "Agreement to Bond", stating that the Surety providing the Bid Bond is willing to supply the Performance and Labour and Materials Payment Bonds required under this Contract. Include the costs associated with this requirement in the Contract Price.

#### **1.8 ACCEPTANCE OR REJECTION OF TENDERS**

- .1 The Owner reserves the right to reject any or all Tenders and the lowest or any Tenders will not necessarily be accepted.
- .2 The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder by reason of the acceptance or non-acceptance by the Owner of any tender save as provided in the Contract. Tenders are subject to a formal contract being prepared and executed.
- .3 The Construction Contract shall be awarded as a complete project to the General Contractor.



## **1.9 CONTRACT AWARD PROCEDURES**

- .1 Unless stated otherwise the following procedures will apply:
  - .1 The Owner will notify the successful Tenderer that his Tender has been accepted within 45 days of the Tender opening.
  - .2 Notice of acceptance of the Tender will be by telephone and/or by written notice.
  - .3 The required Contract Documents will be sent to the successful Tenderer immediately after acceptance of the Tender. The Tenderer shall fully execute and return the documents together with the applicable bonds, Certificates of Insurance and any other required documents to the Owner within 10 days of receipt.
  - .4 Following receipt by the Owner of the properly executed documents, Certificates of Insurance and Contract Bonds, the Contractor will receive written authority to proceed with the Work.

## **1.10 APPROVED ALTERNATE**

- .1 For approval of products, other than those specified, applicants shall submit a request in writing to the Consultant. Requests shall clearly define and describe the product for which approval is requested. Requests shall be accompanied by manufacturer's literature, specifications, etc., to completely describe the item. Consideration will not be given to materials as being an equal or alternate to those specified after three (3) working days prior to the closing of tenders.
- .2 When a product has been reviewed by the Consultant as to being an approved alternate or equal, the Consultant will issue an "Approved Alternate" memo. This memo will be sent to the individual applicant which requested the approval. The applicant must provide proof of such approval to all General Contractors to whom he may be submitting a quotation. No product will be accepted for use in the work unless it has been approved by the Consultant.
- .3 The cost of all revisions or adjustments related to the acceptance of alternates must be included in the Contract Price.

## **1.11 ADDENDA**

- .1 All addenda issued during the tender period shall be read with and form part of the Contract Documents. Receipt of each addendum must be acknowledged on the Form of Tender.
- .2 No addendum(s) will be issued within 48 hours prior to bid closing. All addendum(s) become part of the tender documents and must be acknowledged, signed and submitted as instructed with the bid.

## **1.12 COMPLETION DATE**

- .1 The Contractor shall substantially be complete by January 31, 2025.
- .2 The bidder, in submitting an offer, accepts and agrees to the Completion Date indicated.

- .3 The Completion Date specified herein is based on approval to proceed within 15 calendar days of the date of submission of tender, and will be extended by the same number of days that the 15 calendar days are exceeded if some delay should occur.

### 1.13 GENERAL CONDITIONS

- .1 The General Contractor should be aware that the General Conditions of CCDC2-2008 have been incorporated into these specifications.

### 1.14 INQUIRIES

- .1 All Inquiries regarding this Tender are to be directed to the applicable Consultant, listed on the front page of this specification. No verbal communication shall modify the terms, conditions or specifications, until they are confirmed in writing.
- .2 Should a Bidder find omissions from or discrepancies in any of the Tender Documents or should he be in doubt as to the meaning of any part of such Documents, he should notify the Consultant, preferably in writing and not later than 48 hours before the closing date for tenders. If the Consultant considers that a correction, explanation or interpretation is necessary or desirable, he will issue an addendum to all Bidders.
- .3 Inquiries by Email, send to both:  
mail@spriet.on.ca  
[mary@spriet.on.ca](mailto:mary@spriet.on.ca)

### 1.15 BASIS OF TENDERING

- .1 The site shall be accepted by the Contractor in its present condition. A mandatory site visit is scheduled for Wednesday September 18, 9:00 am. The Contractor shall visit the site and carefully note all conditions affecting the site and the work to be done thereon. The Contractor shall accept sole responsibility for any errors or neglect on his part in this respect.
- .2 If any person submitting a bid on this project is in doubt as to the true meaning and intent of any part of the Specifications or other documents, he must request an interpretation from the Consultant. If such interpretation is not requested, the bids will be presumed to be based on the interpretations or directions that may be subsequently given by the Consultant after the award of the Contract, in accordance with the provisions of the Contract.
- .3 Prior to the closing date of the tenders, any and all necessary clarifications of the Specifications or other tender documents will be in the form of written Addenda. The Consultant will not be responsible for verbal instructions on any explanations or interpretation of Drawings and Specifications.
- .4 The tenders shall be based on the use of the definitively mentioned article(s) or manufacturer(s).

### 1.16 EXAMINATION OF THE SITE

- .1 No claims for extra payment to the Contractor will be allowed for extra work made necessary or difficulties encountered due to conditions of the site which were visible upon or reasonably inferable from an examination of the said site prior to the closing of tenders. Failure of the Contractor to visit and examine the site shall be deemed a waiver of all claims for extra payment due to any conditions of the site existing prior to the closing of tenders.

#### **1.17 BONDS**

- .1 Refer to Section 00800 Amendments to and Supplementary General Conditions for Bond requirements.

#### **1.18 CONTRACTOR'S INSURANCE REQUIREMENTS**

- .1 Refer to GC 11-1 "Insurance" for Contractors insurance obligations and 00800 Amendments to and Supplementary General Conditions.

#### **1.19 PERMITS AND FEES**

- .1 Refer to Section 00800 Amendments to and Supplementary General Conditions for Permit and Fee requirements.

#### **1.20 SUBCONTRACTORS**

- .1 The Bidder shall list in Form of Tender, the name of each proposed subcontractor used in making up his Tender or by entering "Own Forces", which ever applies. Only one subcontractor shall be named for each part of the Work to be sublet. No blank spaces are to be left for the sub-trades listed.
- .2 The Bidder or the Contractor shall not be allowed to substitute other subcontractors in place of those named in the Tender without written approval of the Consultant.

#### **1.21 SALES TAXES**

- .1 Refer to Section 00800 Amendments to and Supplementary General Condition.

#### **1.22 LAWS AND REGULATIONS**

- .1 The Bidder is assumed to have made himself familiar with and abide by the Federal, Provincial, Municipal and local laws, rules and regulations which in any manner affect those engaged or employed in the Work, or in any way affect the Work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Bidder shall discover any provisions in the Drawings, Specifications or Contract which are contrary to or inconsistent with any law, rule or regulation, he shall at once report it to the Consultant in writing.

**1.23 CASH ALLOWANCES**

- .1 Refer to Section 00800 Amendments to and Supplementary General Conditions.

**1.24 WORKPLACE SAFETY AND INSURANCE BOARD CLEARANCE**

- .1 The Contractor shall, at the time of entering into any contract with the Owner, make a statutory declaration by providing a satisfactory clearance letter from the Workplace Safety and Insurance Board stating that all assessments or compensation payable to Workplace Safety and Insurance Board have been paid.

**END OF SECTION 00200**

## **Section 00700 General Conditions**

### **Part 1 General**

#### **1.1 CONSTRUCTION CONTRACT**

- .1 The General Conditions contained in the Standard Construction Document CCDC 2-2008, Stipulated Price Contract published by the Canadian Construction Documents Committee and approved by the Royal Architectural Institute of Canada and the Engineering Institute of Canada which are hereby included as a part of this Contract. These General Conditions are bound herein and are a part of all sections of these specifications. An index of the above General Conditions are as follows:

.2 Definitions

Part 1 General Provisions

- GC 1.1 Contract Documents
- GC 1.2 Law of the Contract
- GC 1.3 Rights and Remedies
- GC 1.4 Assignment

Part 2 Administration of the Contract

- GC 2.1 Authority of the Consultant
- GC 2.2 Role of the Consultant
- GC 2.3 Review and Inspection of the Work
- GC 2.4 Defective Work

Part 3 Execution of the Work

- GC 3.1 Control of the Work
- GC 3.2 Construction by Owner or Other Contractors
- GC 3.3 Temporary Work
- GC 3.4 Document Review
- GC 3.5 Construction Schedule
- GC 3.6 Supervision
- GC 3.7 Subcontractors and Suppliers
- GC 3.8 Labour and Products
- GC 3.9 Documents at the Site

- GC 3.10 Shop Drawings
- GC 3.11 Use of the Work
- GC 3.12 Cutting and remedial Work
- GC 3.13 Cleanup

#### Part 4 Allowances

- GC 4.1 Cash Allowances
- GC 4.2 Contingency Allowance

#### Part 5 Payment

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

#### Part 6 Change in the Work

- GC 6.1 Owner's Right to Make Changes
- GC 6.2 Change Order
- GC 6.3 Change Directive
- GC 6.4 Concealed or Unknown Conditions
- GC 6.5 Delays
- GC 6.6 Claims for a Change in Contract Price

#### Part 7 Default Notice

- GC 7.1 Owner's Right to Perform the Work, Terminate the Contractor's Right to Continue with the Work or Terminate the Contract
- GC 7.2 Contractor's Right to Suspend the Work or Terminate the Contract

#### Part 8 Dispute Resolution

- GC 8.1 Authority of the Consultant
- GC 8.2 Negotiation, Mediation, and Arbitration
- GC 8.3 Retention of Rights

#### Part 9 Protection of Persons and Property

- GC 9.1 Protection of Work and Property

- GC 9.2 Toxic and Hazardous Substances
- GC 9.3 Artifacts and Fossils
- GC 9.4 Construction Safety
- GC 9.5 Mould

Part 10 Governing Regulations

- GC 10.1 Taxes and Duties
- GC 10.2 Laws, Notices, Permits, and Fees
- GC 10.3 Patent Fees
- GC 10.4 Workers' Compensation

Part 11 Insurance - Bonds

- GC 11.1 Insurance
- GC 11.2 Contract Security

Part 12 Indemnification - Waiver - Warranty

- GC 12.1 Indemnification
- GC 12.2 Waiver of Claims
- GC 12.3 Warranty

**END OF SECTION 00700**

## DEFINITIONS

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

1. **Change Directive**  
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.
2. **Change Order**  
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
  - a change in the *Work*;
  - the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
  - the extent of the adjustment in the *Contract Time*, if any.
3. **Construction Equipment**  
*Construction Equipment* means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.
4. **Consultant**  
The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.
5. **Contract**  
The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.
6. **Contract Documents**  
The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.
7. **Contract Price**  
The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
8. **Contract Time**  
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.
9. **Contractor**  
The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.
10. **Drawings**  
The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.
11. **Notice in Writing**  
A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.
12. **Owner**  
The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.
13. **Place of the Work**  
The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.
14. **Product**  
*Product or Products* means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.



- 15. Project**  
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
- 16. Provide**  
*Provide* means to supply and install.
- 17. Shop Drawings**  
*Shop Drawings* are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
- 18. Specifications**  
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.
- 19. Subcontractor**  
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.
- 20. Substantial Performance of the Work**  
*Substantial Performance of the Work* is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
- 21. Supplemental Instruction**  
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.
- 22. Supplier**  
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
- 23. Temporary Work**  
*Temporary Work* means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.
- 24. Value Added Taxes**  
*Value Added Taxes* means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
- 25. Work**  
The *Work* means the total construction and related services required by the *Contract Documents*.
- 26. Working Day**  
*Working Day* means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

## GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

### PART 1 GENERAL PROVISIONS

#### GC 1.1 CONTRACT DOCUMENTS

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

#### GC 1.2 LAW OF THE CONTRACT

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

#### GC 1.3 RIGHTS AND REMEDIES

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

## **GC 1.4 ASSIGNMENT**

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

## **PART 2 ADMINISTRATION OF THE CONTRACT**

### **GC 2.1 AUTHORITY OF THE CONSULTANT**

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

### **GC 2.2 ROLE OF THE CONSULTANT**

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

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

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

## **GC 2.4 DEFECTIVE WORK**

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

## PART 3 EXECUTION OF THE WORK

### GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

### GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*;
  - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
  - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
  - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
  - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
  - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
  - .3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

### GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

- 3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

#### **GC 3.4 DOCUMENT REVIEW**

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

#### **GC 3.5 CONSTRUCTION SCHEDULE**

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

#### **GC 3.6 SUPERVISION**

- 3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

#### **GC 3.7 SUBCONTRACTORS AND SUPPLIERS**

- 3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
  - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
  - .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- 3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.
- 3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.
- 3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

### **GC 3.8 LABOUR AND PRODUCTS**

- 3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

### **GC 3.9 DOCUMENTS AT THE SITE**

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

### **GC 3.10 SHOP DRAWINGS**

- 3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.
- 3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
  - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

### **GC 3.11 USE OF THE WORK**

- 3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

### **GC 3.12 CUTTING AND REMEDIAL WORK**

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

### **GC 3.13 CLEANUP**

- 3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

## **PART 4 ALLOWANCES**

### **GC 4.1 CASH ALLOWANCES**

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.



## **GC 4.2 CONTINGENCY ALLOWANCE**

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

## **PART 5 PAYMENT**

### **GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

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

### **GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT**

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

### **GC 5.3 PROGRESS PAYMENT**

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
  - .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
  - .2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
  - .3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
    - receipt by the *Consultant* of the application for payment, or
    - the last day of the monthly payment period for which the application for payment is made.

#### **GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK**

- 5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor's* list and application:
- .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
  - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

#### **GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:
- .1 submit an application for payment of the holdback amount,
  - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

#### **GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK**

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

- 5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

#### **GC 5.7 FINAL PAYMENT**

- 5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

#### **GC 5.8 WITHHOLDING OF PAYMENT**

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

#### **GC 5.9 NON-CONFORMING WORK**

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

### **PART 6 CHANGES IN THE WORK**

#### **GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

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

#### **GC 6.2 CHANGE ORDER**

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

### GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
  - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
  - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
    - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
    - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
    - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
    - (4) engaged in the processing of changes in the *Work*.
  - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;
  - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
  - .4 all *Products* including cost of transportation thereof;
  - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
  - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
  - .7 all equipment and services required for the *Contractor's* field office;
  - .8 deposits lost;
  - .9 the amounts of all subcontracts;
  - .10 quality assurance such as independent inspection and testing services;
  - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
  - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
  - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
  - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
  - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
  - .16 removal and disposal of waste products and debris; and
  - .17 safety measures and requirements.

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

#### **GC 6.4 CONCEALED OR UNKNOWN CONDITIONS**

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

#### **GC 6.5 DELAYS**

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

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
  - .2 fire, unusual delay by common carriers or unavoidable casualties,
  - .3 abnormally adverse weather conditions, or
  - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

## **GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
  - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

## **PART 7 DEFAULT NOTICE**

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

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
  - .2 provides the *Owner* with an acceptable schedule for such correction, and
  - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
  - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
  - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
  - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
  - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

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

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
  - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
  - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
  - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

## PART 8 DISPUTE RESOLUTION

### GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

### GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
  - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.



- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
    - (1) *Substantial Performance of the Work*,
    - (2) the *Contract* has been terminated, or
    - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and
  - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

### **GC 8.3 RETENTION OF RIGHTS**

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

## **PART 9 PROTECTION OF PERSONS AND PROPERTY**

### **GC 9.1 PROTECTION OF WORK AND PROPERTY**

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

### **GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES**

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
  - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
  - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
  - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
  - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
  - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
  - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
  - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
  - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY;
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
  - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES.

### **GC 9.3 ARTIFACTS AND FOSSILS**

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

### **GC 9.4 CONSTRUCTION SAFETY**

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

## GC 9.5 MOULD

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
  - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
  - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
  - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
  - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
  - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
  - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
  - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

## PART 10 GOVERNING REGULATIONS

### GC 10.1 TAXES AND DUTIES

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

### GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

### **GC 10.3 PATENT FEES**

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

### **GC 10.4 WORKERS' COMPENSATION**

- 10.4.1 Prior to commencing the *Work*, again with the *Contractor's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor's* application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

## **PART 11 INSURANCE AND CONTRACT SECURITY**

### **GC 11.1 INSURANCE**

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
1. General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
  2. Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
  3. Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
  4. "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
    - (1) 10 calendar days after the date of *Substantial Performance of the Work*;

- (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitation, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
  - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
  - .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
  - .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
    - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
    - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
    - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
  - .7 *Contractors' Equipment Insurance* from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
  - 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
  - 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
  - 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
  - 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
  - 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
  - 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

## GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

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

## PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

### GC 12.1 INDEMNIFICATION

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

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

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

- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
  - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
  - .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.
- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.
- 12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
  - .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
  - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

## GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
  - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
  - .4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
  - .5 claims arising pursuant to GC 12.3 - WARRANTY; and
  - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
  - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
  - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
  - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

### **GC 12.3 WARRANTY**

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.



## CCDC 41 CCDC INSURANCE REQUIREMENTS

**PUBLICATION DATE: JANUARY 21, 2008**

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
  - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
    - Asbestos
    - Cyber Risk
    - Mould
    - Terrorism

## **Section 00800**

### **Amendments to and Supplementary General Conditions**

#### **Part 1 General**

##### **1.1 GENERAL**

- .1 All articles contained within these Supplementary General Conditions shall be read in conjunction with, and apply to, the General Conditions of the Construction Contract.

#### **Part 2 Products**

##### **2.1 DEFINITIONS**

- .1 Delete definition No. 20 and replace with the following: Value Added Taxes means such sum as shall be levied by the Federal or any Provincial Government and includes the Goods and Services Tax, the Quebec Sales Tax and any similar tax, the payment or collection of which is by the legislation imposing such tax an obligation of the Contractor.

##### **2.2 GC-1.1 CONTRACT DOCUMENTS**

- .1 Amend Item 1.1.7 to include in order, (1) the Form of Tender and (2) all Addenda. The priority of these documents shall follow, "the Agreement between the Owner and the Contractor", and precede "the Definitions".

##### **2.3 GC-3.10 SHOP DRAWINGS**

- .1 Add the following new Item 3.10.13: Refer to Section 01000, General Requirements for additional submission requirements.

##### **2.4 GC-4.1 CASH ALLOWANCES**

- .1 Add new Item 4.1.8: The Testing Allowance, when included in the Contract is to cover the cost of inspection and testing work done by the independent inspection and testing company appointed by the Consultant, and does not cover labour costs, overhead, or profit of the Contractor for work such as sampling, transportation of samples, etc., done by the Contractor. Cash allowances for inspection and testing do not cover the cost of re-testing of materials required due to the failure to meet the requirements of the applicable specification or the testing costs associated with booking a test and not being prepared for said test.

##### **2.5 GC-5.2 APPLICATIONS FOR PROGRESS PAYMENTS**

- .1 Delete 5.2.5 and replace with: The schedule of values shall be made out in such form as specified in the Contract and supported by such evidence as the Consultant may reasonably require.
- .2 Delete 5.2.6 and replace with: Application for payment shall be based on the schedule of values accepted by the Consultant and shall comply with the provisions of Payment Legislation.
- .3 Add the following new Item 5.2.8: Each application for payment shall include evidence of compliance with workers' compensation legislation at the Place of the Work and after the first payment, a declaration by the Contractor as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration.'
- .4 Add the following new Item 5.2.9: No payment will be made on account of this Contract until all required certificates, clearances, etc., are in the possession of the Owner.

## **2.6 GC-5.3 PAYMENTS**

- .1 Delete 5.3.1 and replace with: After receipt by the Consultant and the Owner of an application for payment submitted by the Contractor in accordance with GC 5.2 - APPLICATION FOR PAYMENT:
  - .1 The Consultant will issue to the Owner and copy to the Contractor, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the Consultant determines to be properly due. If the Consultant certifies a different amount, or rejects the application or part thereof, the Owner shall promptly issue a written notice to the Contractor giving reasons for the revision or rejection, such written notice to be in compliance with Payment Legislation.
  - .2 The Owner shall make payment to the Contractor on account as provided in Article A-5 of the Agreement - PAYMENT on or before 28 calendar days after the receipt by the Owner and the Consultant of the application for payment, and in any event, in compliance with Payment Legislation.
- .2 The Contractor is to issue a proper invoice including all the requested backup on the 1st of the month. If the 1st falls on a weekend then the next weekday is acceptable. Once this is received the 10 calendar days will begin.

## **2.7 GC-6.2 CHANGE ORDER**

- .1 Add the following new Item 6.2.3: When a change in the work is proposed or required as indicated in Item 6.2.1, the Contractor shall submit in addition to his itemized costs of labour and materials, not more than fifteen percent (15%) for the Contractor's overhead and profit on the total of the above. The allowance for Contractor's overhead and profit shall include all site and office overhead, i.e., supervisory labour, insurance, hydro, water, office staff, etc. The Contractor shall include not more than ten percent (10%) of any subcontractor's total to cover the Contractor's overhead and profit.

## **2.8 GC-10.1 TAXES AND DUTIES**

- .1 Delete paragraph 10.1.1 and replace with: The Contract Price shall include all taxes and customs duties in effect at the time of the bid closing, including the Value Added Taxes payable by the Owner to the Contractor as stipulated in Article A-4 of The Agreement - CONTRACT PRICE.

## **2.9 GC-10.2 LAWS, NOTICES, PERMIT, AND FEES**

- .1 Revise the following 10.2.2: The Owner shall obtain development approvals, building permit, permanent easements, right of servitude, and all other necessary approvals and permits, including the permits and fees referred to in paragraph 10.2.3. The Owner is responsible for paying for the development approvals and all required approvals included in 10.2.2.

## **2.10 GC-11.1 INSURANCE**

- .1 Indemnification, add the following insurance coverage: Contractor's Pollution Liability Insurance from the date of commencement of the Work until one year after the date of Ready-for takeover.

## **2.11 GC-11.2 CONTRACT SECURITY**

- .1 Add the following new Item 11.2.3: If a Bid Bond is included with the Form of Tender, the successful bidder will be required to furnish a fifty percent (50%) Performance Bond and a fifty percent (50%) Labour and Materials Payment Bond. The cost of each to be paid for by the Contractor.

## **2.12 GC-12.3 WARRANTY**

- .1 Add the following new Item 12.3.7: "The Contractor shall submit written warranty or guarantee certificates and extended warranty or guarantees for all work as required in the specifications. All warranties and guarantee certificates shall be included in the Maintenance manual required elsewhere in these Specifications. The guarantee shall be addressed to the Owner and state the following:
  - .1 Date of Substantial or Total Performance as applicable to the warranty or guarantee period;
  - .2 Name of Project to be same as indicated in the Contract;
  - .3 Address of Project;
  - .4 Terms and Conditions;
  - .5 Warranty or Guarantee Period.
- .2 12.3.1. shall be revised to "Except for extended warranties as described in paragraph 12.3.6, the warranty period under the Contract is one year from the date when Ready-for-Takeover has been attained" replacing "one year from the date of Substantial Performance of the Work."
- .3 Add GC. 12.4 Ready-for-Takeover:
  - .1 The prerequisites to attaining Ready-for-Takeover of the Work are limited to the following:

- .1 The Consultant has certified or verified the Substantial Performance of the Work.
- .2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.
- .3 Final cleaning and waste removal at the time of applying for Ready-for-Takeover, as required by the Contract Documents.
- .4 The delivery to the Owner of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the Contract Documents.
- .5 Make available a copy of the as-built drawings completed to date on site.
- .6 Startup, testing required for immediate occupancy, as required by the Contract Documents.
- .7 Ability to secure access to the Work has been provided to the Owner, if required by the Contract Documents.
- .8 Demonstration and training, as required by the Contract Documents, is scheduled by the Contractor acting reasonably.
- .2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the Contractor, or by agreement between the Owner and the Contractor to do so, Ready-for-Takeover shall not be delayed.
- .3 When the Contractor considers that the Work is Ready-for-Takeover, the Contractor shall deliver to the Consultant and to the Owner a comprehensive list of items to be completed or corrected, together with a written application for Ready for Takeover review. Failure to include an item on the list does not alter the responsibility of the Contractor to complete the Contract.
- .4 The Consultant will review the Work to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the Contractor's list and application:
  - .1 advise the Contractor in writing that the Work is not Ready-for-Takeover and give reasons why, or
  - .2 confirm the date of Ready-for-Takeover in writing to each of the Owner and the Contractor.
- .5 Immediately following the confirmation of the date of Ready-for-Takeover, the Contractor, in consultation with the Consultant, shall establish a reasonable date for finishing the Work.
- .6 The provision of GC 12.1 - READY-FOR-TAKEOVER shall be subject to GC 12.2 - EARLY OCCUPANCY BY THE OWNER.
- .4 Add GC. 12.5 Early Occupancy by the Owner:
  - .1 The Owner may take occupancy of a part or the entirety of the Work before Ready-for-Takeover has been attained only as agreed by the Contractor which agreement shall not be unreasonably withheld.
  - .2 The Owner shall not occupy a part or the entirety of the Work without prior approval by authorities having jurisdiction.

- .3 If the Owner takes occupancy of a part of the Work before Ready-for-Takeover has been attained:
  - .1 The part of the Work which is occupied shall be deemed to have been taken over by the Owner as from the date on which it is occupied.
  - .2 The Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Owner.
  - .3 The warranty period specified in paragraph 12.3.1 of GC 12.3 WARRANTY for that part of the Work shall start from the date on which it is occupied.
- .4 If the Owner takes occupancy of the entirety of the Work before all the prerequisites are met as described in paragraph 12.1.1 of GC 12.1 - READY-FOR-TAKEOVER, the Work shall, subject to the requirements of the applicable lien legislation, be deemed to achieve Ready-for-Takeover. This shall not relieve the Contractor's responsibility to complete the Work in a timely manner.

**END OF SECTION 00800**

## **Section 00800**

### **Amendments to and Supplementary General Conditions**

#### **Part 1 General**

##### **1.1 GENERAL**

- .1 Unless specified otherwise, the provisions of this Section shall apply to all Sections and Divisions of the Specifications.
- .2 Read "Part 1 - General" of all Sections to these specifications to determine the full extent of work required by your Section(s).
- .3 Study all Contract Documents to determine additional work required by your Section on which the work of other Sections depends.

##### **1.2 SPECIFICATION FORMAT**

- .1 These Specifications are not intended as a detailed description of installation methods but serve to indicate particular requirements in the completed work.
- .2 Conform to the Current Ontario Building Code together with all its related supplements, hereinafter referred to as the "Code". Where Drawings and/or Specifications exceed Code requirements, provide such additional requirements.
- .3 The Specifications are divided into Divisions and Sections for the convenience of the Contractor and the Consultant, and shall be interpreted as a whole.
- .4 Where the aforementioned Code or this Specification does not provide all information necessary for complete installation of an item, then the manufacturer's instruction for first quality workmanship shall be strictly complied with.
- .5 Where words in the Contract Documents occur in the singular number, they shall be taken as plural where applicable in accordance with the quantities required to satisfy the requirements of the Contract.

##### **1.3 CO-ORDINATION**

- .1 Allocate mobilization areas of site; for field offices and sheds, for stockpiling, access, traffic, and parking facilities.
- .2 During construction co-ordinate use of site and facilities through procedures for submittals, reports and records, schedules, co-ordination of drawings, recommendations, and resolution of ambiguities and conflicts.
- .3 Provide information required for preparation of co-ordination drawings. Review and approved revised drawings for submission to Consultant.
- .4 The responsibility as to which sub-trade provides required articles, labour, or materials to be built in or provided, rests solely with the Contractor. Extras will not be considered, based on grounds of difference in interpretation of Specifications and Drawings.

#### **1.4 EXAMINATION**

- .1 Examine the work upon which your work depends. Report to the Consultant in writing any defects in such work. The application of your work or any part of it shall be deemed acceptance of the work upon which your work or that part of it which has been applied depends.
- .2 Drawings are, in part, diagrammatic and are intended to convey scope of work and indicate general and approximate location, arrangement and sizes of fixtures and equipment. Obtain more accurate information about locations, arrangements and sizes from study and co-operation of shop drawings, including Architectural, Structural, Mechanical, and Electrical Drawings and become familiar with conditions and spaces affecting these matters before proceeding with the work. Where job conditions require reasonable changes in indicated locations and arrangements, make changes at no additional cost to the Contract. Install and arrange fixtures and equipment in such a way as to conserve as much headroom and space as possible.

#### **1.5 LINES, LEVELS AND DIMENSIONS**

- .1 The Contractor shall, immediately upon entering the project site for purpose of beginning work, locate all general reference points and take such action as is necessary to prevent their destruction; lay out his own work and be responsible for all lines, elevations and measurements of buildings, grading, paving, utilities and other work executed by him under the Contract. Establish lines and levels, locate and layout, by instrumentation. The Contractor must exercise proper precaution to verify figures shown on the Drawings before laying out work and will be held responsible for any error resulting from his failure to exercise such precaution.

#### **1.6 STANDARDS AND DEFINITIONS**

- .1 Where a reference is made in the specifications to Standards produced by various organizations, conform to the latest edition of the standard, as amended and revised at date of Contract.

#### **1.7 DOCUMENTS**

- .1 The Contractor shall be responsible to see that all of his sub-contractors are fully informed in regard to the General Conditions, regulations, revisions, and addenda which may be issued.
- .2 No deviation from the Drawings and Specification shall be made in the execution of the work, without the written approval of the Consultant.

#### **1.8 SHOP DRAWINGS**

- .1 Refer to GC 3.10 of the Standard Construction Document, C.C.D.C. No. 2, 2008 for additional requirements.
- .2 Submit to Consultant submittals listed for review. Submit with reasonable promptness and in an orderly sequence so as to not cause delay in the work.



- .3 Work affected by submittal shall not proceed until review is complete.
- .4 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connection, explanatory notes and other information necessary for completion of work. Indicate all work by others.
- .5 Review submittals prior to submission to Consultant. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with requirements of the work and Contract Documents.
- .6 Verify field measurements and affected adjacent work are coordinated. The Consultant is not responsible for on site measurements.
- .7 Electronic submissions of shop drawings are to be emailed to the Consultant Project Manager. Only provide hard copies if requested.
- .8 Electronic submissions of product data sheets or brochures for requirements requested in specification Sections, and as the Consultant may reasonably request where shop drawings will not be prepared due to standardized manufacture of product.
- .9 Samples are to be provided in accordance with the specification section. The Consultant has the right to request samples even if not specified within specific sections to further clarify if required.

## **1.9 PROJECT MEETINGS**

- .1 After the award of the Contract, and in consultation with the Consultant, the Contractor shall arrange job meetings at regular intervals, between all parties concerned, in order to ensure proper co-ordination of the Work.
- .2 The Contractor shall notify all parties concerned of the time and place of the meetings.
- .3 The Contractor shall record the minutes of such meetings, and shall promptly distribute the necessary copies of such minutes, within 3 days after such meetings, to all parties concerned.

## **1.10 CONSTRUCTION SCHEDULE**

- .1 Refer to GC 3.5 of the Standard Construction Document, CCDC 2, 2008 for requirements.

## **1.11 MATERIALS AND INSTALLATION**

- .1 Products, materials, equipment and articles (referred to as Products throughout specifications) incorporated in work shall be new, not damaged or defective, and of best quality (compatible with specifications) for purpose intended. If requested, furnish evidence as to type, source and quality of products provided.
- .2 Defective products will be rejected regardless of previous inspections. Inspection does not relieve responsibility, but is a precaution against oversight or error. Remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection.
- .3 Should any dispute arise as to quality or fitness of products, decision rests strictly with Consultant based upon requirements of Contract Documents.

- .4 Improper installation or erection of products, due to failure in complying with these requirements, authorizes Consultant to require removal and re-installation at no increase in Contract Price.
- .5 Where a material is specified and work is to be done in accordance with the manufacturer's specifications, said specifications shall be as issued by the manufacturer(s) at the date of signing the Contract. The Contractor is to be responsible for making himself acquainted with these specifications, and they shall become a part of the Specifications for this work, with the same force as though printed in full in the Contract Specifications.
- .6 All materials must be shipped prepaid and consigned to the Contractor or sub-contractor. All materials shall be delivered to the building site at the Contractor's expense. The Contractor must be responsible for the transporting of all materials to and from the work.

#### **1.12 CONCEALMENT OF PIPES, DUCTS, TUBING AND WIRING**

- .1 Pipes, ducts, tubing and wiring shall be concealed in the floor, wall and ceiling construction of finished areas except where indicated otherwise.

#### **1.13 TEMPORARY FACILITIES AND UTILITIES**

- .1 The Contractor shall provide, install, maintain and locate, where directed and approved by the Owner, temporary facilities as described in this Section, for the work and for all trades except where specified otherwise, and remove them upon completion of the work. All temporary facilities shall be paid for by the Contractor.
- .2 Water Supply: provide a continuous supply of potable water for construction use. Arrange for connection with appropriate utility company and pay costs for installation, utility charges, maintenance and removal.
- .3 Temporary Power: provide and pay for temporary power required during construction used for temporary lighting and power tools. Arrange for connection with appropriate utility company and pay costs for installation, maintenance and removal.
- .4 Contractor's Office: provide and maintain as long as required, an approved temporary building for the Contractor's Office. This Office shall be provided with heat, power, light, and a table for the examination of drawings. Contractor to have a cellular phone on site to allow for communications with Consultant.
- .5 Temporary Toilets: provide where directed, for use of all persons on the job, adequate portable toilet facilities with weatherproof enclosures, all to the approval of the Department of Health, Municipal Regulations, and the Consultant. These facilities shall be removed and the site left in a neat, clean and sanitary condition upon completion of the work.
- .6 Heat, heating equipment, and shelter: Contractor shall provide and maintain, unless otherwise specified, heat and shelter to keep that work which requires protection from cold adequately warm and sheltered from elements, and allow it to be done safely and well.
- .7 Temporary heat: provide, operate and maintain temporary heating equipment as required until work is complete, unless specified to be provided by the particular

- section requiring temporary heat. Temporary heaters shall be forced warm air type, operated in well ventilated locations and vented to exterior, or radiant panel type. If used in areas of the completed building, provide protection on floors and adjacent surfaces to prevent damage, particularly when refuelling. The Contractor is responsible for all fuel cost for temporary heat.
- .8 Permanent heating system: systems of the building may be used during construction, provided all warranties are still provided as of the date of Substantial Completion, proper servicing is maintained, extra precautions are taken to protect the system, the entire system is brought up to an "as new" condition at the time of completion, and all costs are borne by the Contractor. The maintenance program and agreement must be submitted to the Consultant and approval received before using the permanent heating system.
- .9 Hoist equipment: Provide a fully qualified hoist operator to operate hoist equipment. All trades to make their own financial arrangements with Contractor for use thereof.
- .10 Roads, walks, ramps, stairs (and other means of access as required): maintain temporary entrances to Building, including enclosed hoardings if deemed necessary by the Consultant. Bridge temporary excavation with materials and construction to safely support any load that could be imposed. Co-ordinate access to existing building with Owner.
- .11 Dewatering trenches and building from damage by rainwater, ground water, backing up of drains or sewers, and other water, frost and other weather conditions. Provide sheeting, piling, shoring, pumps, equipment, temporary drainage and enclosures required for this protection. Provide necessary pumps including spare pump for keeping project free of water throughout construction period. Pump water to existing sewers by adequate means.

#### **1.14 SCAFFOLDING**

- .1 Erect scaffolding independent of walls. Use it in such a manner as to interfere as little as possible with other trades. When not in use, it shall be movable to permit installation of other work. Construct and maintain scaffolding in a rigid, secure, and safe manner. Remove it promptly when no longer required.

#### **1.15 CUTTING AND PATCHING**

- .1 Execute cutting, fitting, and patching, including excavation and fill, to complete the work.
- .2 Remove and replace defective and non-conforming work.
- .3 Restore work with new products in accordance with requirements of Contract Documents.
- .4 Provide openings in non-structural elements for work for penetrations of mechanical and electrical work.
- .5 Execute work by methods to avoid damage to other work, and which will provide proper surfaces to receive patching and finishing.
- .6 Employ original installer to perform cutting and patching for exposed to view materials.

- .7 Cut rigid materials using masonry saw or core drill. Pneumatic or impact tools not allowed with masonry materials without prior approval.
- .8 Refinish surfaces to match adjacent finishes: For continuous surfaces refinish to nearest intersection; for an assembly, refinish entire unit.

#### **1.16 PROTECTION**

- .1 Take reasonable and required measures, including those required by authorities having jurisdiction, to protect public and private property from damage. Make full restitution for such harm and damage resulting from failure to take adequate protective measures. Make good damage resulting from failure to take adequate protective measures. Make good damage from whatever cause. Comply with requirements of Construction Safety Act, latest issue.
- .2 Provide safety helmets for Consultant, Owner and any other authorized visitors to the site if required.
- .3 Provide guard rails, barriers, and pavement protection as required for protection of public and private property, and as required by law and by authorities having jurisdiction. Erect sturdy railings around shafts, stairwells, and the like to protect workmen and public from injury. Alter, remove and relocate or replace as required, hoardings, barriers, and entrances therein as required by authorities having jurisdiction, and by the Work.
- .4 Provide and maintain guard lights at barricades, railings, obstructions, in streets, roads or sidewalks and at trenches or pits adjacent to public walks or roads.
- .5 Take all necessary precautions to guard site, premises, materials and the public at times other than when supervised work is in progress.
- .6 Provide and maintain in working order, suitable, Underwriter's labelled fire extinguishers and locate in prominent positions, to the approval of authorities having jurisdiction.
- .7 Completely protect all trees existing on adjacent properties except where specified otherwise, indicated otherwise on the Drawings, or instructed otherwise by the Consultant. Protect roots during excavation and grading so that they receive the minimum possible disturbance and damage.
- .8 During the progress of the Work, the Contractor shall be held responsible for full and complete protection of all portions of the building and their contents. Any damage caused by failure of the performance of these requirements must be made good by the Contractor at his own expense to the entire satisfaction of the Owner and the Consultant.

#### **1.17 SIGNS AND ADVERTISEMENTS**

- .1 No signs or advertisements of any description, other than notices regarding safety, cautions, and instructions, shall be put around the building or site without the approval of the Consultant.

#### **1.18 FINAL INSPECTION**

- .1 Contractor's Inspection: the Contractor and all sub-contractors shall conduct an inspection of the work, identify deficiencies and defects; repair as required. Notify

- the Consultant in writing of satisfactory completion of the Contractor's Inspection and that corrections have been made. Request a Consultant's Review. Provide a written copy of the Contractor's deficiency report with the request for the Consultant's Review.
- .2 Consultant's Review; the Consultants together with the Owner and the Contractor will perform a review of the work to identify obvious defects or deficiencies. The Contractor shall correct work accordingly.
- .3 Declaration of Substantial Performance: when the consultants consider deficiencies and effects have been corrected and it appears requirements of the Contract have been substantially performed, make application for Certificate of Substantial Performance. Refer to General Conditions Article GC 5.4 for specifics to application.

#### **1.19 MAINTENANCE MANUALS**

- .1 Maintenance Manuals shall be submitted to the Consultant prior to the issuance by the Consultant of the Substantial Performance Certificate.
- .2 Maintenance Manuals shall be submitted to the Consultant in electronic and hard copy format; one hard copy in matching 3-ring binders and 2 USB's and they shall contain the following documents:
  - .1 Printed or type-written copies of maintenance procedures where indicated in the specifications.
  - .2 All require warranty and guarantee certificates
  - .3 As-Recorded drawings as required elsewhere in this Section
  - .4 Inspection and Verification Certificates
- .3 Each binder shall also contain a complete list of contents and a complete list of subcontractors used for this project and shall include phone numbers, addresses and contact personnel. Each section shall be properly partitioned.
- .4 Refer to Division 15 and Division 16 for additional requirements of maintenance manuals. Required maintenance data is to be included in the manuals noted above.

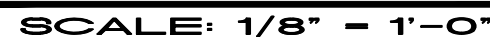
#### **1.20 AS-RECORDED DOCUMENTS**

- .1 After award of Contract, Consultant will provide a set of drawings for purpose of maintaining record drawings. Accurately and neatly record deviations from Contract Documents caused by site conditions and changes ordered by Consultant.
- .2 Record locations and as-built elevations of all new exterior underground utilities and services incorporated into the work.
- .3 Record locations of concealed components of mechanical and electrical services.
- .4 Identify drawings as "Project Record Copy". Maintain in new condition and make available for inspection on site by Consultant.
- .5 On completion of work and prior to the issuance by the Consultant of the Substantial Performance Certificate, submit record documents to Consultant in electronic format and hard copy.

## **1.21 FINAL CLEANING**

- .1 Refer to GC 3.13 of the Standard Construction Document, C.C.D.C. No. 2, 2008.
- .2 Prior to Substantial Performance, remove surplus products, tools, construction machinery and equipment not required for the performance of the remaining work.
- .3 Remove waste materials and debris from the site at regularly scheduled times or dispose of as directed by the Consultant. Do not burn waste materials on site, unless approved by the Consultant.
- .4 Leave the work "broom clean" before the inspection process commences.
- .5 Clean and polish glass, mirrors, hardware, wall tile, stainless steel, chrome, porcelain enamel, baked enamel, plastic laminate, mechanical and electrical fixtures. Replace broken, scratched or disfigured glass.
- .6 Remove stains, spots, marks and dirt from decorative work, electrical and mechanical fixtures, furniture fitments, walls, carpet and all flooring materials, etc.
- .7 Vacuum clean and dust building interiors, behind grilles, louvres and screens, and light fixtures.
- .8 Wax, seal or prepare floor finishes, as recommended by the manufacturer. Co-ordinate final application of wax and sealers with Owner's maintenance staff. Supply listing of products and instructions.
- .9 Final cleaning requirements beyond the "broom clean" requirement noted in this sub-section is to be performed by the General Contractor's cleaning contractor. All co-ordination and charges shall be the responsibility of the General Contractor. The complete building shall be cleaned to highest standard, to allow the Owner to occupy the building without further cleaning by Owner's staff.

**END OF SECTION 01000**



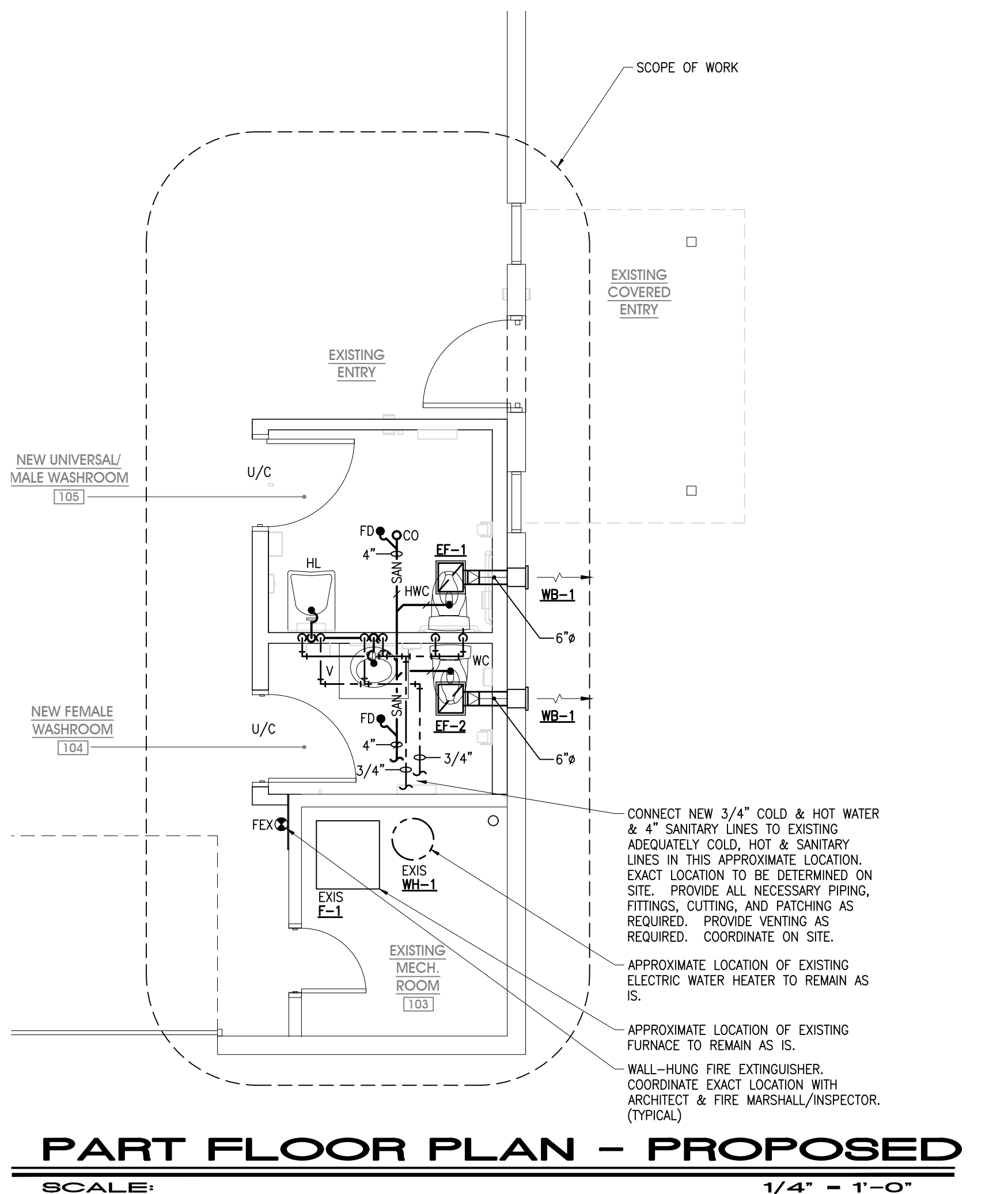
## ELECTRICAL LEGEND

## ELECTRICAL LEGEND

# EI

date : FEB. 2024	drawing no.  <b>E1</b>
scale : AS NOTED	
drawn by : PO	
project no. : 223231	



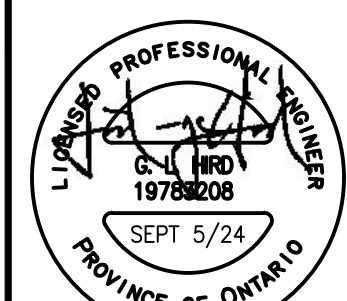
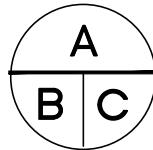



**DEMOLITION NOTES:**

1. CONTRACTOR TO VISIT SITE TO DETERMINE EXTENT OF MECHANICAL, DUCTWORK AND EQUIPMENT DEMOLITION PRIOR TO SUBMITTING TENDER BID. CONTRACTOR TO COORDINATE WITH ALL TRADES TO DETERMINE THE EXTENT OF THE EXISTING SERVICES IN NEED OF RELOCATION OR REMOVAL TO FACILITATE THE INSTALLATION OF NEW SERVICES, EQUIPMENT, ETC. NO EXTRAS WILL BE ALLOWED FOR WORK OR CONDITIONS THAT WOULD HAVE BEEN DISCOVERED DURING THE PRE-TENDER SITE INSPECTION.
2. REFER TO ARCHITECTURAL DEMOLITION DRAWINGS FOR ADDITIONAL WORK THAT MAY NOT BE INDICATED ON THIS DRAWING.
3. DISCONNECT AND REMOVE ALL EXISTING OR REDUNDANT HVAC UNIT EQUIPMENT, MAIN/BRANCH DUCTWORK, DIFFUSERS, GRILLES AND ETC. SHOWN DASHED OR NOT SHOWN ON DRAWING TO BE REMOVED. MAKE GOOD ROOF SURFACES AFFECTED BY THE REMOVAL WHERE NECESSARY.

CONTRACTORS MUST CHECK AND  
VERIFY ALL DIMENSIONS AND REPORT  
ANY DISCREPANCY TO THIS FIRM  
BEFORE PROCEEDING WITH THE WORK

A - detail no.  
B - location sheet  
C - detail sheet



# A M1 EXHAUST FAN SCHEDULE NOT TO SCALE

SYMBOL	DESCRIPTION	DRAIN	VENT	HW	CW
(H)WC	WATER CLOSET	3"	1-1/2"	—	1/2"
(H)V	VANITY	1-1/4"	1-1/4"	1/2"	1/2"
(H)L	LAVATORY	1-1/4"	1-1/4"	1/2"	1/2"
FD	FLOOR DRAIN	3"	1-1/2"	—	PRIMED
CO	CLEANOUT	*	—	—	—

**NOTES:**

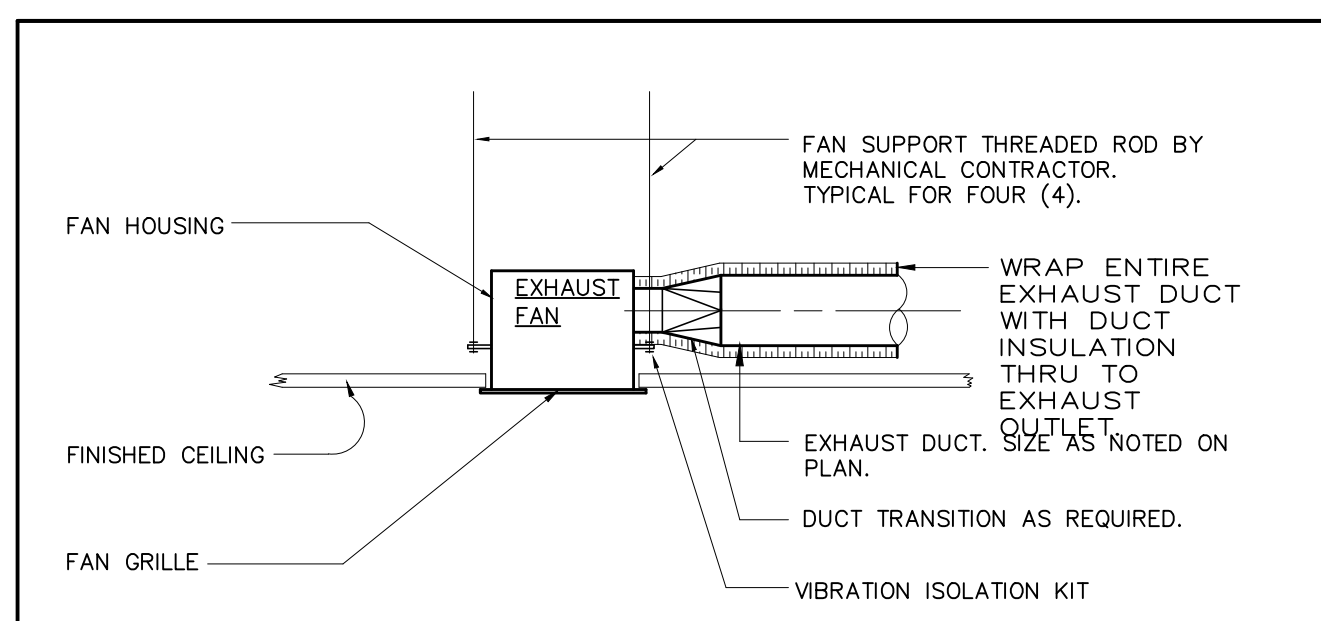
- ALL SANITARY VENTING TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF ONTARIO BUILDING CODE.
- ALL FLOOR & HUB DRAINS TO BE TRAPPED, VENTED AND PRIMED BELOW FLOOR, PROVIDE TRAP SEAL PRIMER IN SUITABLE LOCATION.
- ALL FIXTURES AND EQUIPMENT TO HAVE QUARTER TURN ISOLATION VALVES.
- (H) DENOTES HANDICAP FIXTURE
- \* INDICATES REFER TO FLOOR PLANS FOR SIZE

C

M1

## PLUMBING FIXTURE SCHEDULE

NOT TO SCALE



## D M1 CEILING EXHAUST FAN INSTALLATION

THIS ABBREVIATED SPECIFICATION DESCRIBES SOME EQUIPMENT AND MATERIALS TO BE INCLUDED IN THE WORK. ONLY FIRST CLASS WORKMANSHIP, MATERIALS AND PRACTISES WILL BE ACCEPTED. THE STANDARDS TO BE MET ARE FULLY DESCRIBED IN THE MASTER SPECIFICATIONS OF INTEGRATED ENGINEERING AND ARE AVAILABLE FOR REFERENCE AT THEIR OFFICE.

## GENERAL

1. PROVIDE ALL LABOUR AND NEW MATERIALS FOR THE COMPLETE INSTALLATION OF THE SYSTEMS AS SHOWN ON THE DRAWINGS. ENSURE THAT COMPLETE INSTALLATION MEETS WITH THE APPROVAL OF ALL AUTHORITIES HAVING JURISDICTION IN ACCORDANCE WITH ALL CODES ETC.
2. ARRANGE AND PAY FOR ALL PERMITS AND FEES REQUIRED FOR THIS INSTALLATION.
3. PROVIDE ONLY NEW, CSA APPROVED MATERIAL MOUNTED PLUMB TRUE AND PARALLEL TO BUILDING LINES. ALL WORKMANSHIP SHALL BE FIRST CLASS IN TERMS OF SAFETY, ACCESSIBILITY, DURABILITY AND NEATNESS. EMPLOY QUALIFIED TRADESPERSONS AND SPECIALIZED SUBSTRATES AS REQUIRED.
4. THE DRAWINGS INDICATE GENERAL DESIGN LAYOUT ONLY. MAKE ALLOWANCE FOR SITE CONDITIONS AND CO-ORDINATION WITH OTHER TRADES, EXAMINE THE SITE AND ALL OTHER PERTINENT DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THE PROJECT PRIOR TO TENDER.
5. MAKE GOOD ALL SURFACES AFFECTED BY THE WORK.
6. KEEP PREMISES CLEAN AS WORK PROGRESSES, AND AVOID ACCUMULATION OF DEBRIS, ON COMPLETION OF WORK, CLEAN UP AND REMOVE FROM SITE ALL SCRAP MATERIALS RESULTING FROM THE WORK.
7. GUARANTEE ALL WORK, EQUIPMENT AND MATERIALS FOR ONE YEAR FROM SUBSTANTIAL COMPLETION OF THE CONTRACT. ENSURE THAT ALL EQUIPMENT IS PROPERLY GUARANTEED BY THE MANUFACTURER.
8. SUBMIT SHOP DRAWINGS OF ALL FIXTURES AND EQUIPMENT (INCLUDING WIRING DIAGRAMS) TO THE ENGINEER FOR APPROVAL. APPROVAL OF SHOP DRAWINGS IS GRATUITOUS AND DOES NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITIES. WHERE A PRODUCT OR MANUFACTURER IS SPECIFIED ON THE DRAWING THAT PRODUCT IS TO BE SUPPLIED. ALTERNATE EQUIPMENT OR PRODUCTS MAY BE ACCEPTED ONLY AFTER REVIEW PRIOR TO TENDER CLOSE, AND ACCEPTANCE OF ALTERNATES MUST BE OBTAINED IN WRITING. ALL RESPONSIBILITY AND ADDITIONAL COSTS INCURRED BY ALL DIVISIONS RESULTING FROM THE USE OF ALTERNATES WILL BE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR.
9. PROVIDE CUTTING AND PATCHING FOR THIS WORK. ARRANGE TO MAKE GOOD TO FINISHES AND INCLUDE FOR THE COST OF THIS WORK AS SHOWN OR NOTED ON THE DRAWINGS.
10. WIRING - ALL POWER WIRING BY DIVISION 16, ALL 24 VOLT WIRING BY DIVISION 15.
11. ALLOW FOR DEMONSTRATION TO THE OWNER AND THE OWNERS STAFF.
12. A COMPLETE SET OF RECORD DRAWINGS SHALL BE MAINTAINED ON SITE AT ALL TIMES. AT COMPLETION OF THE PROJECT, ALL INFORMATION MUST BE TRANSFERRED INTO "AS-BUILT" DRAWINGS. AS-BUILT DRAWINGS SHALL BE PROVIDED WITH THE PROJECT MAINTENANCE MANUALS. 3 COPIES OF THE COMPLETED PROJECT MAINTENANCE MANUALS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW.

## MATERIALS

1. **PIPING**
  1. DOMESTIC HOT AND COLD PIPING TO BE COPPER TYPE 'L'.
  2. CONDENSATE PIPING TO BE COPPER TYPE 'M'.
  3. SANITARY & STORM DRAINS (ABOVE GRADE) - 3" AND OVER MEDIUM WEIGHT TYPE MJ CAST IRON, 65MM (2 1/2") AND UNDER COPPER DWV PIPE & FITTINGS.
  4. VENT PIPE - 75MM (3") AND OVER MEDIUM WEIGHT TYPE MJ CAST IRON, 65MM (2 1/2") AND UNDER COPPER DWV OR PVC-DWV SCHEDULE 40 EXCEPT IN RETURN CEILING PLENUMS.
  5. SANITARY, STORM, DRAINS & VENT (BELOW GRADE) - ABS FOR 100MM (4") AND UNDER, PVC GRAVITY SEWER FOR 6" AND OVER.

## E MECHANICAL SPECIFICATIONS

## .2 DUCTWORK

1. PROVIDE ALL DUCTWORK TO S.F.A.C.N.A. STANDARDS. FABRICATE ALL DUCTWORK FROM GALVANIZED STEEL TO THE CLEAR INSIDE DIMENSIONS SHOWN ON THE DRAWINGS, WITH ALL FLAT SURFACES CROSS BROKEN. INSTALL ALL DUCTS FREE FROM LEAKS AND SEAL ALL HOLES WITH 3M #474 TAPE.  
DUCT THICKNESSES AS FOLLOWS:-  
00" TO 12" MAX SIZE: 24 GAUGE  
13" TO 30" MAX SIZE: 22 GAUGE  
31" TO 60" MAX SIZE: 20 GAUGE
2. WHERE ANY CONSTRUCTION IMPEDIMENT OR REQUIREMENT RENDERS THE DIMENSIONS AS SHOWN ON THE DRAWINGS IMPROPER, ALTER DUCTWORK SO AS TO GIVE AN EFFECTIVE CROSS SECTIONAL AREA EQUAL TO THAT ORIGINALLY SHOWN WITHOUT EXCEEDING AN ASPECT RATIO OF 4:1. CHANGES TO BE MADE AT NO ADDITIONAL COST.
3. BRACE DUCTS SO THEY DO NOT SAG OR VIBRATE. SUPPORT HORIZONTAL DUCTS UP TO 500MM (20") WIDE OR DEEP WITH 25MM (1") X 14GA GALVANIZED STRIPS PASSING UNDER DUCTS, ON 250MM (8"-0") CENTRES. USE ANGLE IRON SUPPORT FOR DUCTS OVER 500MM (20") WIDE OR DEEP.
4. PROVIDE APPROX ACCESS DOORS TO ALL BALANCING AND FIRE DAMPERS ETC. PAINT INSIDE DUCTWORK MATT BLACK WHERE VISIBLE THROUGH GRILLES ETC.
5. DUCT SEALANT: OIL RESISTANT, NON-FLAMMABLE, WATER BASED DUCT SEALANT. TEMPERATURE RANGE OF MINUS 300C (-220F) TO PLUS 330C(1900F). FLAME SPREAD RATING NOT TO EXCEED 25. SMOKE DEVELOPED CLASSIFICATION NOT TO EXCEED 50. APPLIED ON ALL JOINTS AS PER MANUFACTURER'S RECOMMENDATIONS.
3. **INSULATION**
  1. INSULATE ALL DOMESTIC HOT, COLD WATER PIPING WITH 1" FIBREGLASS INSULATION c/w VAPOUR BARRIER.
  2. INSULATE ALL EXHAUST DUCTWORK FOR A DISTANCE OF 6'-0" FROM EXTERIOR OUTLET WITH 25MM (1") FIBREGLASS FLEXIBLE RFRK INSULATION.
4. **BALANCING**
  1. PROVIDE SUFFICIENT BALANCING DAMPERS TO FACILITATE SYSTEM BALANCING BALANCE SYSTEM TO VALUES SHOWN, CHANGE OR ADJUST FAN MOTORS AND PULLEYS TO ACHIEVE AIR QUANTITIES AGAINST ACTUAL STATIC PRESSURES. BALANCING TO BE PERFORMED BY APPROVED INDEPENDENT BALANCING CONTRACTOR. PROVIDE THREE COPIES OF THE BALANCING REPORT. ALLOW FOR REBALANCING OF SYSTEM AS NECESSARY, AFTER ENGINEER'S REVIEW OF INITIAL BALANCING REPORT. BALANCING PAID FOR BY MECHANICAL CONTRACTOR.

## .5 CONTROLS

- .1 FIRE EXTINGUISHERS FIX INDICATED SURFACE MOUNTED SHALL BE MODEL ABC-5, 5LB (2.27 KG) MULTI-PURPOSE DRY CHEMICAL WITH A RATING OF 2A:10BC c/w WALL BRACKET & HOLDING QUICK RELEASE CLAMP.

- \_\_\_\_\_

WB-1: WALL BOX EQUAL TO REVERSOMATIC MODEL SWBL-8, LEAK PROOF, SINGLE WALL BOX, 6"Ø. COORDINATE COLOUR WITH ARCHITECT. EXACT MOUNTING HEIGHT AND LOCATION TO BE CONFIRMED ON SITE.

---

G

M1

## LOUVRE/WALL BOX SCHEDULE

NOT TO SCALE

**SPRIET  
ASSOCIATES**



LIMITED  
architects  
LONDON LTD.  
engineers

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## WASHROOM UPGRADES

**18 PITT STREET  
PORT BURWELL, ON**

MUNICIPALITY OF BAYHAM

## MECHANICAL FLOOR PLANS

date : FEB. 2024	drawing no. :  <b>M1</b>
scale : AS NOTED	
drawn by : KJM	
project no. : 223231	



GENERAL NOTES

1.

THESE DOCUMENTS WERE PREPARED UTILIZING INFORMATION SUPPLIED BY OTHERS. THE CONTRACTOR IS TO VERIFY ALL AREAS AND DOCUMENT THE EXISTING SITE CONDITIONS. NO EXTRAS WILL BE GRANTED FOR FAILURE TO DO SO.

2.

ALL ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND ANY OTHER MATERIALS, PROCEDURES & EQUIPMENT SHALL ADHERE TO THE LATEST EDITION OF THE ONTARIO BUILDING CODE (O.B.C.), MUNICIPAL SPECIFIC BY-LAWS WHERE THE WORK IS BEING CONDUCTED, AND ALL OTHER REGULATORY BODIES HAVING JURISDICTION.

3.

READ ARCHITECTURAL DRAWING NOTES AND DIMENSIONS IN CONJUNCTION WITH STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING, SITE SERVICES, SITE PLANS, SHOP DRAWINGS, STANDARD ABBREVIATIONS, MOUNTING HEIGHTS AND PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. DRAWINGS ARE TO BE READ, NOT SCALED.

4.

REFER TO PLANS, ELEVATIONS, SECTIONS, WALL TYPES AND DETAILS FOR TYPICAL CONSTRUCTION DETAILS AND NOTES (UNLESS NOTED OTHERWISE).

5.

ALL MATERIALS SHALL BE NEW AND ALL WORK SHALL BE OF THE HIGHEST QUALITY FOR THE TRADE INVOLVED.

6.

CONTRACTOR TO REVIEW AND VERIFY ALL CONSTRUCTION DOCUMENTS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO COMMENCING WORK. EXTRAS WILL NOT BE GRANTED FOR FAILURE TO REVIEW, VERIFY AND COORDINATE.

7.

THE ARCHITECT ASSUMES THE GENERAL CONTRACTOR HAS INCLUDED THE HIGHEST QUALITY AND GREATEST QUANTITY FOR THE PURPOSE OF RESOLVING ANY CONFLICTS IN THE CONSTRUCTION DOCUMENTS WHICH ARE IMPLIED OR UNDEFINED. EXTRAS WILL NOT BE GRANTED FOR FAILING TO IDENTIFY AND QUESTION ANYTHING CONFLICTING OR UNCLEAR.

8.

REFER TO MECHANICAL, ELECTRICAL, STRUCTURAL, CIVIL, AND PLUMBING DRAWINGS FOR ADDITIONAL NOTES, DETAILS AND INFORMATION.

9.

IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO COORDINATE, LOCATE AND CONFIRM ALL SINK, UNDERGROUND / OVERHEAD PLUMBING AND ELECTRICAL SUB-UPS.

10.

VERIFY LOCATIONS OF ALL ROOF AND WALL PENETRATIONS WITH STRUCTURAL, PLUMBING, MECHANICAL, AND ARCHITECTURAL DRAWINGS.

11.

LOCATION OF EXHAUST FANS AND VENTS TO BE VERIFIED WITH THE MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS PRIOR TO INSTALLATION. PROVIDE ALL REQUIRED MOUNTING HARDWARE AND ACCESSORIES REQUIRED FOR A COMPLETE INSTALLATION.

12.

ALL FINISHES AND FINISH MATERIALS, COLOURS OR TEXTURES SHALL BE VERIFIED WITH ARCHITECT PRIOR TO INSTALLATION, FABRICATION OR ORDERING.

13.

BARRIER-FREE WASHROOM STALLS AND ACCESSORIES TO BE INSTALLED IN ACCORDANCE WITH THE CURRENT EDITION OF THE ONTARIO BUILDING CODE.

14.

SUPPLY AND INSTALL MIRRORS, TOILET TISSUE DISPENSERS, GRAB BARS AND OTHER ITEMS AS INDICATED OR SHOWN ON PLANS. REFER TO THE WASHROOM ACCESSORIES LEGEND, ACCESSIBILITY NOTES AND STANDARD MOUNTING HEIGHTS PROVIDED IN THIS SET OF DRAWINGS.

15.

PROVIDE ALL REQUIRED SUPPORT BEHIND FIXTURES, PARTITIONS, ACCESSORIES AND OTHER WALL MOUNTED FURNITURE, EQUIPMENT OR CASEWORK. VERIFY EXISTING WALL CONSTRUCTION TO THE EXISTING NEW FIXTURES, PARTITIONS, ACCESSORIES AND OTHER WALL MOUNTED FURNITURE, EQUIPMENT OR CASEWORK HAVE ADEQUATE SUPPORT , AND UPGRADE AS NEEDED.

16.

REFER TO PROJECT SPECIFICATIONS FOR MANUFACTURE AND MODELS OF ALL WASHROOM FIXTURES AND ACCESSORIES.

17.

FLOOR MOUNTED, OVERHEAD BRACED TOILET PARTITIONS TO BE PROVIDED. OVERHEAD BRACING TO RETURN TO WALL AT EACH END. PROVIDE INTERMEDIATE BRACING ON LONG RUNS.

18.

MILLWORK ELEVATIONS ARE SCHEMATIC FOR LAYOUT PURPOSES ONLY. REFER TO APPROVED MILLWORK SHOP DRAWINGS FOR MATERIALS AND SPECIFICATIONS.

19.

ALL WALLS BEHIND MILLWORK SHALL HAVE FINAL FINISH PRIOR TO INSTALLATION. ALL FLOORING FINISH MATERIAL SHALL BE INSTALLED PRIOR TO MILLWORK INSTALLATION.

20.

REFER TO ROOM FINISH PLANS AND SCHEDULES FOR ALL ROOM FINISHES.

21.

GENERAL CONTRACTOR TO COORDINATE ROUGH-IN OF ELECTRICAL WITH MILLWORK SUPPLIER AND COORDINATE ALL ELECTRICAL AND I.T./DATA OUTLETS WITH ELECTRICAL DRAWINGS. LOCATIONS OF OUTLETS TO BE VERIFIED WITH OWNER TO SUIT LOCATIONS OF OTHER MOUNTED APPLIANCES AND EQUIPMENT.

22.

ALL INTERIOR PARTITION DIMENSIONS, FOR NEW WALLS ARE TO FACE OF FINISHED WALL.

23.

ALL INTERIOR PARTITION DIMENSIONS, FOR EXISTING WALLS ARE TO FACE OF EXISTING FINISH. EXISTING DIMENSIONS ARE PROVIDED SOLELY FOR THE CONVENIENCE OF THE CONTRACTOR. CONTRACTOR TO SITE CONFIRM ALL DIMENSIONS PRIOR TO COMMENCING WORK.

24.

STEEL STUD CONTRACTOR TO SUBMIT SHOP DRAWINGS CERTIFIED BY A PROFESSIONAL ENGINEER FOR REVIEW PRIOR TO CONSTRUCTION.

25.

OFFSET WALLS WHERE GYPSUM BOARD THICKNESSES VARY TO ENSURE THAT FINISH WALL SURFACES ARE FLUSH WITH EACH OTHER.

26.

CONTROL JOINTS (C.J.) ARE TO BE PROVIDED AT A MAXIMUM OF 25'-0" O.C. FOR GYPSUM BLOCK WALLS AND CONCRETE BLOCK WALLS. TYPICAL UNLESS NOTED OTHERWISE. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.

27.

GENERAL CONTRACTOR TO CAULK AND SEAL ALL EXPANSION AND SAWCUT JOINTS AT ALL EXTERIOR/INTERIOR CONCRETE.

28.

HEAVY DASHED LINES INDICATES FIRE RESISTANCE RATING OR FIRE SEPARATION. TOP OF WALL TO BE COMPLETELY SEALED. REFER TO FIRESTOPPING NOTES PROVIDED IN THIS SET OF DRAWINGS AND PROJECT SPECIFICATIONS.

DEMOLITION NOTES

1.

THE INTENT OF THESE DOCUMENTS IS TO INCLUDE ALL WORK AND ITEMS NECESSARY FOR THE COMPLETION OF WORK. THE WORK SHALL BE REQUIRED WHETHER OR NOT SHOWN ON THE PLANS AND/OR CONSTRUCTION DOCUMENTS, BUT ARE REASONABLY INFERRABLE AS BEING.

2.

ALL DIMENSIONS ARE TO BE CONFIRMED ON SITE AND ANY DISCREPANCIES REPORTED TO THE ARCHITECT PRIOR TO DEMOLITION.

3.

EXISTING ITEMS ARE PICTORIAL AND MAY NOT BE EXACTLY AS SHOWN ON DRAWINGS. NOT ALL FLOOR, WALL OR CEILING MOUNTED EQUIPMENT, ACCESSORIES, SIGNAGE ETC. MAY BE INDICATED. ALLOW FOR THE REMOVAL OF ALL EQUIPMENT, ACCESSORIES, SIGNAGE ETC. IN THE AREA OF WORK.

4.

EXTENT OF BUILDING DEMOLITION IS INDICATED ON THE DRAWINGS. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE AND COORDINATE WITH THE OWNER AND TENANT DEMOLITION PROCEDURES AND SEQUENCE AND TO ENSURE THE STABILITY AND SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS.

5.

BEFORE STARTING WORK, MAKE A THOROUGH EXAMINATION OF THOSE PORTIONS OF THE STRUCTURE IN WHICH THE WORK IS TO BE PERFORMED. CHECK ALL THE WORK ADJOINING OR AT UNDERLYING LOCATIONS, REPORT TO THE ARCHITECT ANY AND ALL CONDITIONS WHICH MAY INTERFERE WITH OR OTHERWISE EFFECT OR PREVENT THE PROPER EXECUTION AND COMPLETION OF THE WORK. DO NOT START THE WORK UNTIL SUCH CONDITIONS HAVE BEEN EXAMINED AND A COURSE OF ACTION HAS BEEN MUTUALLY AGREED UPON.

DEMOLITION NOTES (CONTINUED)

6.

PRIOR TO THE START OF DEMOLITION, THE CONTRACTOR SHALL CALL TO THE ATTENTION OF THE ARCHITECT ANY DAMAGED, CRACKS OR OTHER IMPERFECTIONS IN THE WORK ADJACENT TO THE DEMOLITION AREAS.

7.

CONTRACTOR TO REMOVE, STORE, AND PROTECT EXISTING NON-ATTACHED, MOVEABLE CABINETS, AND FURNITURE (TYP). COORDINATE WITH OWNER FOR RELOCATION OR RE-USE, WHERE SUCH ITEMS ARE DAMAGED AS A RESULT OF THE OPERATIONS OF THIS CONTRACT, IT SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AS REQUIRED AND TO THE SATISFACTION OF THE OWNER.

8.

COORDINATE WITH MECHANICAL, ELECTRICAL AND STRUCTURAL DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL DEMOLITION REQUIREMENTS.

9.

THE CONTRACTOR SHALL VERIFY THE EXISTENCE, LOCATION AND ELEVATION OF EXISTING UTILITY LINES IN DEMOLITION AREAS BEFORE PROCEEDING WITH THE WORK. ANY INTERFERENCES WITH DEMOLITION WORK SHALL BE REPORTED TO THE ARCHITECT .

10.

LOCATE, DISCONNECT, REMOVE AND/OR CAP ALL EXISTING UTILITY LINES BY MEANS APPROVED BY THE RESPECTIVE UTILITY COMPANY AND GOVERNING AUTHORITIES. RECORD UTILITY AND CAP LOCATIONS ON CONTRACTORS AS-BUILT DOCUMENTS.

11.

PRIOR TO THE DEMOLITION OF ITEMS WHICH HAVE UTILITY CONNECTIONS (WATER, GAS, ELECTRICITY, STEAM, ETC.) THE CONTRACTOR SHALL ARRANGE WITH THE OWNER TO LOCATE SHUT OFF VALVES, PANEL BOXES AND OTHER CONTROL ELEMENTS SO THAT DAMAGE AND ANY OTHER POTENTIALLY DANGEROUS SITUATIONS ARE AVOIDED.

12.

MAINTAIN AT ALL TIMES THE EMERGENCY LIGHTING THROUGHOUT THE BUILDING DURING DEMOLITION WORK, AS WELL AS, RECONSTRUCTION WORK. PROVIDE ALL NECESSARY TEMPORARY LIGHTING, PARTITIONS, DUST COVERS, DROP CLOTHES, ETC.

13.

IF REQUIRED CLOSE OFF EXISTING SUPPLY/ RETURN PIPES, DUCTS, ETC., FEEDING EXISTING ROOMS TO PREVENT DUST/DEBRIS ENTRY.

14.

DEMOLISH INDICATED STRUCTURES IN AN ORDERLY AND RESPONSIBLE MANNER.

15.

CONDUCT DEMOLITION TO MINIMIZE INTERFERENCE WITH ADJACENT STRUCTURES MAINTAIN TEMPORARY PROTECTED EGRESS AND ACCESS AT ALL TIMES, PROVIDE, ERECT, AND MAINTAIN TEMPORARY BARRIERS AND SECURITY DEVICES.

16.

WHERE EXISTING CONSTRUCTION IS TO BE ALTERED, PROVIDE TEMPORARY BRACING AND/OR SHORING. EXISTING CONSTRUCTION NOT UNDERGOING ALTERATION IS TO REMAIN UNDISTURBED AND PROTECTED FROM DAMAGE, WHERE SUCH CONSTRUCTION IS DISTURBED AS A RESULT OF THE OPERATIONS OF THIS CONTRACT, IT SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AS REQUIRED AND TO THE SATISFACTION OF THE OWNER.

17.

CONTRACTOR SHALL PROVIDE ADEQUATE BRACING AND SHORING OF EXISTING MASONRY WALLS BEARING AND NON-BEARING TO RECEIVE NEW MASONRY OPENINGS TYP. TOOTH NAIL OPENINGS WITH NEW MASONRY AND PATCH EXISTING FINISHES TO REMAIN. ALSO PROVIDE ADEQUATE BRACING/SHORING AT ALL AREAS OF FLOOR/ROOF SLAB CUTTING, PROVIDE ALL SHORING(S), BRACING(S), BARRIAGES, ETC., TO ACCOMPLISH ALL THE WORK IN AN APPROVED MANNER.

18.

CUT MEMBERS BY METHODS LEAST LIKELY TO DAMAGE THE MEMBERS TO BE RETAINED AND WORK ADJOINING. EXISTING CONSTRUCTION NOT UNDERGOING ALTERATION IS TO REMAIN UNDISTURBED AND PROTECTED FROM DAMAGE, WHERE SUCH CONSTRUCTION IS DISTURBED AS A RESULT OF THE OPERATIONS OF THIS CONTRACT, IT SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AS REQUIRED AND TO THE SATISFACTION OF THE OWNER.

19.

WALLS, CEILINGS, FLOORS ETC. TO REMAIN, ADJACENT TO AREAS OF WORK AND ALTERED AS NECESSARY TO COMPLETE THE WORK, ARE TO BE RESTORED, REPAIRED OR REPLACED TO THE EXISTING CONDITION OR BETTER PRIOR TO THE COMMENCEMENT OF THE WORK.

20.

PATCH, FILL AND REPAIR ALL SURFACES DISTURBED, CUT, DAMAGED, IN NEED OF REPAIR OR MADE IMPERFECT BY ALTERATIONS OR REMOVAL WORK (INCLUDING DAMAGE CAUSED BY OTHER TRADES) AND AS REQUIRED TO PREPARE FOR NEW MATERIALS AND ARRANGEMENTS.

21.

EXISTING DOORS AND FRAMES INDICATED TO BE REMOVED, INCLUDE REMOVAL OF BLOCKING, SHIMS, BACKER ROD, CAULKING AND HARDWARE.

22.

ALL EXISTING WALLS NOTED TO RECEIVE PAINT FINISH ARE TO BE SANDED, SCRAPED, PATCHED AS REQUIRED TO CREATE A SMOOTH SURFACE, UNLESS NOTED OTHERWISE, AND MADE READY FOR PAINTING REGARDLESS OF THE FINISH, SHEEN OR TEXTURE OF THE EXISTING PAINT.

23.

ALL FLOORS NOTED TO RECEIVE NEW FLOOR FINISH SHALL BE PATCHED, GROUND SMOOTH, LEVELLED AND MADE READY TO RECEIVE NEW FLOOR FINISH.

24.

PROVIDE TEMPORARY PROTECTION TO PREVENT DAMAGE FROM THE WEATHER OR VANDALISM, AS WELL AS PROTECTION FOR THE GENERAL PUBLIC SO THAT THE OWNERS BUSINESS OPERATIONS ARE MINIMALLY DISTURBED. IN ADDITION, PROVIDE PROTECTION OF EXISTING EQUIPMENT DURING EXECUTION OF WORK.

25.

PROVIDE FIRE WATCH DURING FIELD CUTTING AND WELDING OPERATIONS. MEETING THE OWNERS REQUIREMENTS. EMPLOY ONLY SKILLED TRADESMEN TO PERFORM DEMOLITION WORK. DO NOT USE CUTTING TORCHES FOR REMOVAL OF WORK UNTIL WORK AREA IS CLEARED OF FLAMMABLE MATERIALS. CUTTING TORCHES MAY BE USED ONLY WITH THE OWNERS PERMISSION.

26.

PROTECT ALL EXISTING PORTIONS OF THE EXISTING BUILDING TO REMAIN DURING DEMOLITION/CONSTRUCTION. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ANY/ALL DAMAGES CAUSED BY HIMSELF OR HIS/HER SUB-CONTRACTORS.

27.

PROTECT ALL NEW DEMOLISHED OPENINGS PRIOR TO INSTALLATION OF NEW DOORS AND/OR CONSTRUCTION OF MASONRY INFILL, NEW WALLS, PARTITIONS, ETC.

28.

AT NO TIME SHOULD THE CONTRACTOR ALLOW THE DEMOLITION WORK OR STORAGE OF DEBRIS TO CAUSE INTERFERENCE WITH ANY REQUIRED MEANS OF EGRESS OR CAUSE A HAZARDOUS CONDITION.

29.

EXECUTE THE DEMOLITION IN AN ORDERLY AND CAREFUL MANNER WITH THE LEAST POSSIBLE DISTURBANCE TO THE PUBLIC OR THE FUNCTIONING OF THE EXISTING BUILDING. CONDUCT OPERATIONS WITH MINIMAL INTERFERENCE TO PUBLIC OR PRIVATE THROUGHFARES.

30.

KEEP CLEAN ALL EXISTING SPACES AND PROPERTIES ADJACENT TO DEMOLITION/CONSTRUCTION AREAS. ANY DEBRIS SHALL BE REMOVED FROM WORK AREAS DAILY. KEEP ALL ADJOINING PUBLIC AREAS CLEAN DURING WORKING HOURS AND MAKE EVERY EFFORT TO PROVIDE CONSTRUCTION CONDITIONS FOR THE GENERAL PUBLIC AND THE WORKERS.

31.

DEMOLISHED MATERIALS, UNLESS OTHERWISE NOTED, SHALL BECOME THE PROPERTY OF THE CONTRACTOR. ACCUMULATION OF RUBBISH, DEMOLISHED MATERIALS ETC. ON SITE SHALL NOT BE PERMITTED. ALL DEMOLITION MATERIAL SHALL BE REMOVED BY THE CONTRACTOR FROM THE SITE AND DISPOSED OF IN A PROPER AND LEGAL MANNER. THE SELECTION OF THE DUMP SITE AND DISPOSAL OF MATERIAL IS THE RESPONSIBILITY OF THE CONTRACTOR.

2.0 SITE WORK

2.1.1.

THE CONTRACTOR SHALL LOCATE ALL UTILITIES AND SERVICES PRIOR TO ANY EXCAVATIONS. WHEN SUCH SERVICES ARE ENCOUNTERED DURING EXCAVATION WORK, IMMEDIATELY NOTIFY THE OWNER AND CONSULTANT. PROTECT, BRACE AND SUPPORT ENCOUNTERED SERVICES. WHERE REPAIRS TO THESE SERVICES BECOME NECESSARY DUE TO DAMAGE BY THE CONTRACTOR, REPAIR AT NO ADDITIONAL COST TO THE CONTRACT TO THE SATISFACTION OF THE OWNER.

2.1.2.

THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY THEIR TRADES OR OWN FORCES WITH MATERIALS TO MATCH EXISTING.

2.1.3.

DO NOT SELL OR BURY MATERIALS ON SITE.

2.0 SITE WORK (CONTINUED)

2.1.4.

EXCAVATIONS FOR FOUNDATIONS SHALL EXTEND A MINIMUM OF ONE FOOT BEYOND THE FOUNDATION AND SHALL TO VERIFY AND WELDED OFF AND TAMPED SOLID. TAKE CARE NOT TO EXCAVATE TOO LOW. EXCAVATIONS CARRIED DEEPER THAN SHOWN ON THE DRAWINGS WITHOUT APPROVAL BY THE CONSULTANT, WILL REQUIRE BACKFILLING WITH CONCRETE AT NO ADDITIONAL COST TO THE OWNER.

2.1.5.

DO NOT DISTURB THE BOTTOM OF EXCAVATIONS IN ANY WAY THAT MAY ADVERSELY AFFECT THE LOAD BEARING VALUE.

2.1.6.

THE CONTRACTOR SHALL AT ALL TIMES KEEP ALL EXCAVATIONS AND TRENCHES DRY AND FREE FROM WATER AT THEIR OWN EXPENSE AND SHALL BUILD DAMS, WATERCOURSES AND OTHER WORK NECESSARY FOR THIS PURPOSE AND PROVIDE AND KEEP IN OPERATION PUMPS OF SUFFICIENT CAPACITY FOR THIS PURPOSE.

2.1.7.

PROMPTLY BACKFILL EXCAVATIONS AS THE WORK PROGRESSES, BUT NOT BEFORE STRUCTURAL CONCRETE, MASONRY WALLS, PEDESTALS AND OTHER STRUCTURAL CONCRETE HAVE ATTAINED FULL STRENGTH. STRUCTURAL WORK MUST BE INSPECTED PRIOR TO BACKFILLING. BACKFILL EVENLY ON BOTH SIDES OF THE FOUNDATION WALLS TO AVOID UNEQUAL PRESSURE ON WALLS.

2.1.8.

IN BACKFILLED AREAS AND TRENCHES WHICH WILL BE UNDER FLOOR SLABS, SIDEWALKS, ROADWAYS, ETC., THE CONTRACTOR SHALL PROVIDE AND USE MECHANICAL COMPACTING EQUIPMENT, SUIT FOR USE IN CONFINED SPACES AND SHALL PLACE THE BACKFILL MATERIALS MAXIMUM 8" (200MM) DEEP LAYERS, AND COMPACT EACH LAYER TO 95% STANDARD PROCTOR DENSITY. WHEN NECESSARY, APPLY WATER IN AMOUNTS AS DIRECTED BY CONSULTANT. TO THE BACKFILL MATERIALS TO ACHIEVE THE DESIGNED AMOUNT OF COMPACTION.

2.1.9.

ANY SURPLUS MATERIAL FROM CLEARING, STRIPPING, EXCAVATION OR GRADING OPERATIONS NOT REQUIRED ON THE PROJECT SHALL BE REMOVED FROM SITE BY THE CONTRACTOR.

2.1.10.

REMOVE ANY CONTAMINATED OR DANGEROUS MATERIALS ENCOUNTERED DURING EXCAVATION FROM SITE AND DISPOSE OF IN A SAFE MANNER.

2.1.11.

INTERIOR BACKFILL TO THE U/S OF GRANULAR 'A' BASE NOTED ON DRAWINGS SHALL BE GRANULAR 'B'.

2.1.12.

EXTERIOR BACKFILL UNDER CONCRETE SLABS AND SITE STRUCTURES, TO THE U/S OF GRANULAR 'A' BASE NOTED ON DRAWINGS SHALL BE GRANULAR 'B'.

2.1.13.

EXTERIOR BACKFILL UNDER SOO OR LANDSCAPED AREAS, SHALL BE SITE MATERIAL, CLEAN AND FREE OF DEBRIS. TOPSOIL IMPORTED BY THE OWNER TO THE SITE SHALL BE INSTALLED BY THE CONTRACTOR.

2.1.14.

GRANULAR 'A' MATERIAL, SHALL BE CLEAN, CRUSHED ROCK, FREE OF LUMPS OF CLAY CONFORMING TO OPSS-PROV FORM 100.

2.1.15.

GRANULAR 'B' MATERIAL, CONFORMING TO OPSS-PROV FORM 100.

2.1.16.

CONCRETE BACKFILL: IS MPA OR AS APPROVED BY CONSULTANT.

2.1.17.

WATER SERVICE: BEDDING MATERIAL, TYPE 1 COARSE SAND.

2.1.18.

APPROVED BACKFILL: NATIVE ON SITE MATERIAL.

3.0 CONCRETE

3.0.1.

ALL THE WORK OF THIS DIVISION SHALL COMPLY WITH THE LATEST EDITION OF CAN3-A223.1-M77, CAN3-A223.2-M1977.

3.0.2.

ALL CONCRETE USED SHALL BE READY MIXED HAVING A COMPRESSIVE STRENGTH OF 30 MPa (4,320 PSI) IN THICKNESS. MINIMUM PORTLAND CEMENT CONTENT SHALL BE 310 KG/M3.

3.0.3.

CONCRETE USED FOR FLOOR SLABS ON GRADE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 25 MPa AT 28 DAYS. MINIMUM PORTLAND CEMENT SHALL BE 350 KG/M3.

3.0.4.

AIR CONTENT TO BE 4 % EXCEPT FOR TROWELLED INTERIOR SLABS AND FOOTINGS.

3.0.5.

REINFORCING STEEL: BILLET STEEL, GRADE 400, DEFORMED BARS TO CSA G30.12-M1977 UNLESS INDICATED OTHERWISE.

3.0.6.

CEMENT: NORMAL PORTLAND CEMENT TO CAN3-A5-M1983.

3.0.7.

WELDED WIRE MESH WHERE INDICATED ON THE DRAWINGS SHALL CONFORM TO CSA G30.5-M1983. SIZES SHALL BE AS NOTED ON THE DRAWINGS. PROVIDE IN FLAT SHEETS ONLY.

3.0.8.

CHAIRS (FOR WELDED STEEL WIRE FABRIC SUPPORT) SHALL BE TYPE B, NO. 87, 5/16" GAUGE GALVANIZED WIRE 31" HIGH AS MANUFACTURED BY GUY GIBNETTE LTD., ST. LAURANT, QUEBEC, (514)336-6344. APPROVED ALTERNATES WILL BE ACCEPTED BY CONSULTANT.

3.0.9.

SURFACE HARDENERS FOR PLAN FLOORS (EXPOSED IN THE FINISHED STRUCTURE): NON-METALLIC TYPE RESISTANT TO CALCIUM CHLORIDE, OIL AND GREASE PENETRATION, AND BE ONE OF THE FOLLOWING:  
1 SEALIGHT TYPE R PREMIUM FLOOR HARDENER BY W.R. MEADOWS  
2 TRADEMARK BY STENSON CONSTRUCTION PRODUCTS  
3 MASTERKID HD BY MASTER BUILDERS TECHNOLOGIES  
4 SURFLEX BY THE EUCILB CHEMICAL COMPANY

3.0.10.

CONCRETE FLOOR CURING AND SEALING COMPOUND: APPROVED CLEAR, ACRYLIC POLYMER TYPE, FREE FLOWING LIQUID WHICH WILL ADHERE TO DAMP CONCRETE AND MEETS THE MOISTURE RETENTION REQUIREMENTS TO ASTM C509, TYPE I, CLASS B, AND WILL NOT AFFECT THE BOND OF FINISHED FLOOR ADHESIVES AND/OR JOINT SEALANTS:  
1 SEALIGHT, VULCAN 20 BY W.R. MEADOWS  
2 FLOUREX BY STENSON CONSTRUCTION PRODUCTS  
3 ACRYSEAL BY MASTER BUILDERS TECHNOLOGIES  
4 REZ-SEAL BY THE EUCILB CHEMICAL COMPANY

3.0.11.

SAWCUT FILLER: SEALIGHT REZ-WELD FLEX OR THOROC EP280 AS MANUFACTURED BY CHIMBIE.

3.0.12.

PLACE FABRIC REINFORCING ACCURATELY AND SECURE IN POSITION USING STEEL CHAIRS SPACED AND ANKLED TO THE WIRES. FABRIC TO BE ON CHAIRS SPACED IN A 24" (600MM) GRID EACH WAY. THE FABRIC REINFORCING IS TO BE LAPPED 6" (150MM) MINIMUM AND TIED SECURELY TO THE CHAIR.

3.0.13.

THE FLOOR SLAB SHALL BE POURED ON A LEVEL, WELL COMPACTED SUB-BASE. THE SUB-BASE MUST NOT DEVIATE BY MORE THAN 1" (25MM) IN EITHER WAY FROM THE SPECIFIED PROFILE.

3.0.14.

WATER-CEMENT RATIO MAY EXCEED NO CIRCUMSTANCES EXCEED 0.55. THE CONCRETE WORKABILITY MAY BE IMPROVED BY THE USE OF PLASTICIZERS.

3.0.15.

FLOOR SLABS SHALL BE PLACED BY A CONTINUOUS POUR THE LIMITS OF EACH ROOM. PLACEMENT OF CONCRETE SHALL BE IN ACCORDANCE WITH GOOD CONSTRUCTION PRACTICES.

3.0.16.

AREAS THAT DO NOT MEET THE REQUIRED SURFACE ACCURACY SHALL BE RECTIFIED AS FOLLOWS AT THE CONTRACTOR'S EXPENSE:  
1 GRIND DOWN ANY AREAS HIGHER THAN 1/8 (3MM) ABOVE THE CORRECT SURFACE  
2 CORRECT ANY AREAS LOWER THAN 1/8 (3MM) BELOW THE CORRECT SURFACE BY GRINDING DOWN THE ADJACENT HIGH AREAS  
3 ALL GRINDING SHALL BE CARRIED OUT BY AN APPROVED MACHINE OF A TYPE AND CAPACITY SUITABLE FOR THE TOTAL AREA OF GRINDING INVOLVED UNTIL THE SURFACE MEETS THE SPECIFIED REQUIREMENTS.

3.0.17.

ALL UNFORMED SURFACES SHALL BE FINISHED BY SCREEDING FOLLOWED BY FLOATING.  
ALL BUILDING FLOOR SURFACES, UNLESS OTHERWISE SPECIFIED, AFTER WOOD FLOATING, SHALL BE FINISHED WITH A STEEL TROWEL OR FINISHING MACHINE. TROWELING SHALL BE CONTINUED UNTIL THE REQUIRED FINISH IS OBTAINED DURING WHICH TIME THE TEMPERATURE SHALL BE MAINTAINED AT A MINIMUM OF 10 DEGREES C. IN ORDER TO PREVENT EXCESS FINES FROM WORKING TO THE SURFACE. STEEL TROWEL FINISHING SHALL BE DELAYED UNTIL THE CONCRETE SURFACE CAN NO LONGER BE DEBITED WITH THE FINGER. DRY CEMENT OR CEMENT AND SAND SHALL NOT BE USED TO BLOT UP EXCESS WATER.

3.0.18.

CONCRETE FLOOR SLABS SHALL HAVE SURFACES SEALED WITH ONE COAT OF SPECIFIED SEALER AT A RATE OF 7.26Z/LINE (300 S.Y./FAL.) APPLY IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.

3.0.19.

CONCRETE FLOOR SLABS ON GRADE WHICH WILL BE LEFT EXPOSED IN THE FINISHED STRUCTURE SHALL HAVE ITS SURFACE HARDENED WITH AN APPLICATION OF THE SPECIFIED PRODUCT AT A RATE OF 4.0 KG/M2 (80 LBS/100 S.F.) APPLY IN STRICT ACCORDANCE WITH THE MANUFACTURER'S WRITTEN INSTRUCTIONS.

3.0.20.

CUT SHIMWAKE JOINTS AS QUICKLY AS POSSIBLE AFTER THE CONCRETE HAS HARDENED IN SUCH A WAY THAT THE EDGES OF THE JOINTS DO NOT CRUMBLE. SAW CUTS SHALL BE 1/8 (3MM) WIDE WITH A DEPTH OF 1/3 OF SLAB THICKNESS. SAW CUT JOINTS SHALL BE MADE SO THAT THE DISTANCE BETWEEN JOINTS DOES NOT EXCEED 20'-0" (6000mm).

3.0.21.

FILL ALL SAWCUTS EXPOSED IN THE FINISHED BUILDING WITH SAWCUT FILLER SPECIFIED.

3.0 FINISHES

9.0.1.

PROCEED WITH PAINTING ONLY WHEN SURFACES AND CONDITIONS ARE SATISFACTORY FOR PRODUCTION OF A FIRST CLASS JOB. COMMENCEMENT OF WORK SHALL IMPLY ACCEPTANCE OF CONDITIONS.

9.0.2.

FINISHES AND SPECIFIED NUMBER OF PAINTING COATS ARE INTENDED TO COVER THE SURFACE COMPLETELY. IF THEY DO NOT, APPLY ADDITIONAL COATS UNTIL COMPLETE COVERAGE IS ACHIEVED.

9.0.3.

THE OWNER WILL PROVIDE A COLOUR FINISH SCHEDULE PRIOR TO FIELD PAINTING.

9.0.4.

ALL EXPOSED METAL (FERROUS), STEEL DOORS AND FRAMES SHALL RECEIVE ONE COAT ZINC CHROMATE PRIMER AND TWO COATS EXTERIOR ALKYL ENAMEL.

9.0.5.

ALL INTERIOR CONCRETE BLOCK WALLS SHALL RECEIVE ONE COAT BLOCK FILLER AND TWO COATS INTERIOR ACRYLIC LATEX, SEMI GLOSS FINISH.

9.0.6.

ALL INTERIOR GYPSUM BOARD WALLS SHALL RECEIVE ONE COAT PRIMER AND TWO COATS INTERIOR ACRYLIC LATEX, EGGSHELL FINISH.

5.0 METALS

5.0.1.

STRUCTURAL STEEL SHALL COMPLY WITH THE APPLICABLE REQUIREMENTS OF CSA-S16 AND CSA-S136.

5.0.2.

ALL STRUCTURAL STEEL SHALL BE CAN/CSA-G-40.21 GRADE 500W.

5.0.3.

STEEL ANGLE LINTELS AND OTHER MISCELLANEOUS METAL ITEMS SHALL RECEIVE A SHIP COAT OF ZINC-RICH PAINT ON LESS THAN 0.5 MILS IN THICKNESS, AND CONTAINING NOT LESS THAN 95 % ZINC IN THE DRY FILM.

6.0 WOOD & PLASTICS

6.0.1.

ALL LUMBER SHALL BE GRADED IN ACCORDANCE WITH NLGA STANDARD GRADING RULES FOR CANADIAN LUMBER. FRAMING LUMBER, BLOCKING, WALERS, ETC. SHALL BE NO. 2 GRADE SPRUCE PINE FIR GROUP D. MOISTURE CONTENT SHALL BE 19 % OR LESS.

6.0.2.

SPECIFIED HEREIN, OR REQUIRED FOR PROPER INSTALLATION OF CARPENTRY AND MILLWORK, FASTENINGS NOT SHOWN OR SPECIFIED SHALL BE OF A SUITABLE QUALITY, SIZE, STRENGTH, FINISH, AND DURABILITY TO PROVIDE ADEQUATE PERFORMANCE AND/OR APPEARANCE AS REQUIRED BY THEIR LOCATION IN THE WORK.

6.0.3.

PLASTIC LAMINATE SHALL CONFORM TO CAN3-A172-M79, TYPE I, GENERAL PURPOSE, 1/16" NOMINAL THICKNESS. ALL PANELS SHALL BE BALANCED WITH .020" BACKING SHEET. USE UREA RESIN ADHESIVE CONFORMING TO CSA 012.5-M1977. PLASTIC LAMINATE SHALL HAVE SUDEE FINISH, COLOUR BY OWNER.

6.0.4.

PARTICLE BOARD: UNLESS NOTED OTHERWISE, SHALL BE PARTICLE CORE BOARD (PCB), 100% THICKNESS AS NOTED ON THE DRAWINGS. APPLY PLASTIC LAMINATE TO ALL EXPOSED EDGES.

6.0.5.

EDGING SHALL BE PLASTIC LAMINATE, COLOUR TO MATCH FACE PANELS, FIELD APPLIED TO FRAMING'S SPECIFICATIONS.

6.0.6.

FIBRENT FRAMING: PNE, 10 NLGA (STANDARD) GRADING RULES FOR CANADIAN LUMBER, 1987) (15A, NO. 1 COMMON.

6.0.7.

PLYWOOD: SPRUCE, THICKNESS AS NOTED ON THE DRAWING.

6.0.8.

SUBMIT SHOP DRAWINGS AND SAMPLES IN ACCORDANCE WITH SECTION 01000 GENERAL REQUIREMENTS FOR ALL YELLOWED ITEMS. INDICATE DETAILS OF CONSTRUCTION, PROFILES, JOINTING, FASTENING AND OTHER RELATED DETAILS. INDICATE ALL MATERIALS, THICKNESSES, FINISHES AND HORIZONTAL.

7.0 THERMAL & MOISTURE PROTECTION

7.0.1.

EXTERIOR CAULKING: SHALL BE THREE-PART EPOXYDEED POLYURETHANE THERMO-SEALANT "THERMOC" AS MANUFACTURED BY THERMO MANUFACTURING CO. (CANADA), OR APPROVED EQUAL, MEETING THE REQUIREMENTS OF CGSB 2-19-24-M90. COLOURS TO BE SELECTED BY THE OWNER.

7.0.2.

INTERIOR CAULKING: (WITH THE EXCEPTION OF EXPANSION JOINTS AND PERIMETERS OF WASHROOM FIXTURES) SHALL BE NON-STANNING ONE PART ACRYLIC THERMO-SEALANT "YONG 555" AS MANUFACTURED BY THERMO MANUFACTURING CO. (CANADA), OR APPROVED EQUAL, MEETING THE REQUIREMENTS OF CGSB 19-GP-5M.

7.0.3.

CAULKING FOR PERIMETER OF WASHROOM FIXTURES: SILICONE CONTAINING SUITABLE FUNGICIDE SUCH AS "TREMUL 600", OR APPROVED EQUAL.

7.0.4.

CAULK AROUND ALL DOOR FRAMES BOTH SIDES, ALL CONTROL JOINTS, ALL JOINTS BETWEEN METAL AND MASONRY SURFACES, AROUND PLUMBING FIXTURES AND OTHER LOCATIONS SHOWN ON THE DRAWINGS.

7.0.5.

VAPOR BARRIER USED WITH PROTON ITM INSULATION SHALL BE STANDARD COMMERCIAL QUALITY POLYETHYLENE FILM AT LEAST 6 MILS IN THICKNESS CONFORMING WITH ALL TEST REQUIREMENTS TO ASTM D6977, D882 AND D1004.

7.0.6.

CLOSURES: 1 METAL: FABRICATED FROM THE SAME MATERIAL, GAUGE AND COLOUR AS EXISTING.

7.0.7.

EXTERIOR FASTENERS: SELF-TAPPING NYLON, HEX-HEADED STEEL METAL SCREWS. NYLON HEAD SHALL BE IN A MATCHING COLOUR TO BLEND WITH EXTERIOR STEEL AND SHALL HAVE A SEALING WASHER FLANGE AS AN INTEGRAL PART OF THE HEAD TO FORM A WATER/TIGHT SEAL.

8.0 DOORS & WINDOWS

8.0.1.

HOLLOW METAL FRAMES SHALL BE 16 GA, MINIMUM ZINC COATING OF 0.90 OZ/FT2 G-90 GALVANIZED. EACH FRAME SHALL BE PROVIDED WITH 3 SINGLE STUD DOOR SILENERS.

8.0.2.

FRAMES TO BE WELDED SEAM TYPE AND SHALL HAVE HEAVY REINFORCEMENT AT CORNERS, HINGE, STRIKE AND CLOSER LOCATIONS, AND SHALL BE PREPARED FOR INSTALLATION OF TEMPLATED HARDWARE AND RUBBER DOOR SILENERS. ALL STRIKE, HINGE AND CLOSER REINFORCING SHALL BE PROTECTED ON ALL SIDES WITH METAL GUARD BOXES. FRAME DEPTHS TO SUIT WALL THICKNESS.

8.0.3.

HOLLOW STEEL DOORS SHALL BE AS FOLLOWS:  
1 EXTERIOR: 16 GA., MINIMUM ZINC COATING OF 0.90 OZ/FT2, G-90 GALVANIZED.

8.0.4.

DOORS SHALL BE CONSTRUCTED OF STEEL SHEETS WELDED TO 16 GAUGE VERTICAL STEEL STIFFENERS. VERTICAL DOOR BEAMS SHALL BE INTERLOCKED AND FULLY WELDED. ALL DOORS SHALL HAVE THE TOP AND BOTTOM EDGES CLOSED WITH A CONTINUOUS CHANNEL. DOOR SHALL BE REINFORCED AT HINGE, LOCK AND CLOSER LOCATIONS. FIT ALL EXTERIOR DOORS WITH TOP WEATHER STRIP.

8.0.5.

DOOR HARDWARE:  
1 HARDWARE SELECTION BY OWNER. AN APPROVED HARDWARE LIST WILL BE PREPARED AND SEPARATELY BID UNDER THE DIRECTION OF THE CONSULTANT AFTER AWARD OF THE CONTRACT. THE GENERAL CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR THE SUB-CONTRACT WHEN AWARDED.  
2 THE CONTRACTOR SHALL INCLUDE IN THE CONTRACT PRICE THE COST OF ALL LABORER MATERIALS, OVERHEAD AND PROFIT APPLICABLE TO THE INSTALLATION OF ALL FINISHING HARDWARE.  
3 ALL UNSEPT PORTIONS OF THE ALLOWANCE SHALL BE CREDITED TO THE OWNER.  
4 SUBMIT SHOP DRAWINGS FOR DOORS AND FRAMES IN ACCORDANCE WITH SECTION 01000 GENERAL REQUIREMENTS. INDICATE EACH TYPE OF DOOR AND FRAME, MATERIAL, STEEL CORE THICKNESSES, PORTIGES, REINFORCEMENTS, LOCATION OF EXPOSED FASTENERS, OPENINGS, GLAZING, LOUVRES, ARRANGEMENT OF HARDWARE AND FIRE RATING. INCLUDE SCHEDULE IDENTIFYING EACH UNIT WITH DOOR HANG AND NUMBERS RELATING TO NUMBERING ON DRAWINGS AND IN THE DOOR SCHEDULE.

ONTARIO BUILDING CODE CHECKLIST

FIRM NAME:  
SPRIET ASSOCIATES LIMITED ARCHITECTS  
165 YORK STREET  
LONDON, ONTARIO  
N6A 1A8  
CERTIFICATE OF PRACTICE NUMBER: 1307

THE CERTIFICATE OF PRACTICE NUMBER OF THE HOLDER IS THE NUMBER BC2N

ONTARIO ASSOCIATION OF ARCHITECTS

28-27-24

S.M.O.I.

SHANNA MCILMURRAY

LICENCE

8511

the architect noted above has exercised responsible control with respect to design covering. The architect's seal number is the architect BC2N

NAME OF PROJECT:  
WASHROOM UPGRADES  
Location:  
18 PITT STREET PORT BURWELL, ONTARIO

ITEM

ONTARIO BUILDING CODE DATA MATRIX PARTS 3 OR 9

O.B.C. REFERENCE

Reference are to Division B unless noted  
Part 3 Division A or C is the Division C.

revisions

date

no.

1.

PROJECT DESCRIPTION

Washroom Upgrades

☐ New

☐ Addition

☐ Change of Use

☒ Alteration

Part 11

111 - 114

Part 3

112 (A)

Part 9

112 (A)

9.10.13

2.

Major Occupancy (s)

A2

31210

9.10.2

3.

Building Area (m²)

Existing : -

New : -

Total : -

14.12 (A)

14.12 (A)

4.

Gross Area

Existing : -

New : -

Total : -

14.12 (A)

14.12 (A)

5.

Number of Storeys

Above Grade : 1

Below Grade : 0

14.12 (A)

14.12 (A)

9.10.4

6.

Number of Streets / Fire Fighter Access

1

32210

325

9.10.20

7.

Building Classification

32220

32220-32283

9.10.2

8.

Sprinkler System Proposed

☐ entire building

☐ selected compartments

☐ selected floor areas

☐ basement

☐ In lieu of roof rating

☒ not required

32220-32283

9.10.8.2

9.

Standpipe required

☐ Yes

☒ No

329

N/A

10.

Fire Alarm required

☐ Yes

☒ No

324

9.10.18

11.

Water Service / Supply is Adequate

☒ Yes

☐ No

N/A

N/A

12.

High Building

☐ Yes

☒ No

326

N/A

13.

Construction Restrictions

☐ Combustible permitted

☐ Non-combustible required

☒ Both

Actual Construction

☐ Combustible

☐ Non-combustible

☒ Both

14.

Mezzanine(s)

Area m²

N/A

3211

3(-8)

9.10.4.1

15.

Occupant Load Based On

☐ m²/person

☒ Design of building

Basement:

1st. Floor

2nd. Floor

3rd. Floor

Occupancy

N/A

A2

N/A

Load

25

-

-

persons

persons

persons

persons

3117

9913

16.

Barrier - free Design

☒ Yes

☐ No

(explain)

-

38

952

17.

Hazardous Substances

☐ Yes

☒ No

3312

3319

9.10.13 (4)

18.

Required Fire Resistance Rating (FRR)

Horizontal Assemblies





**SPRIET  
ASSOCIATES**



**LIMITED  
architects  
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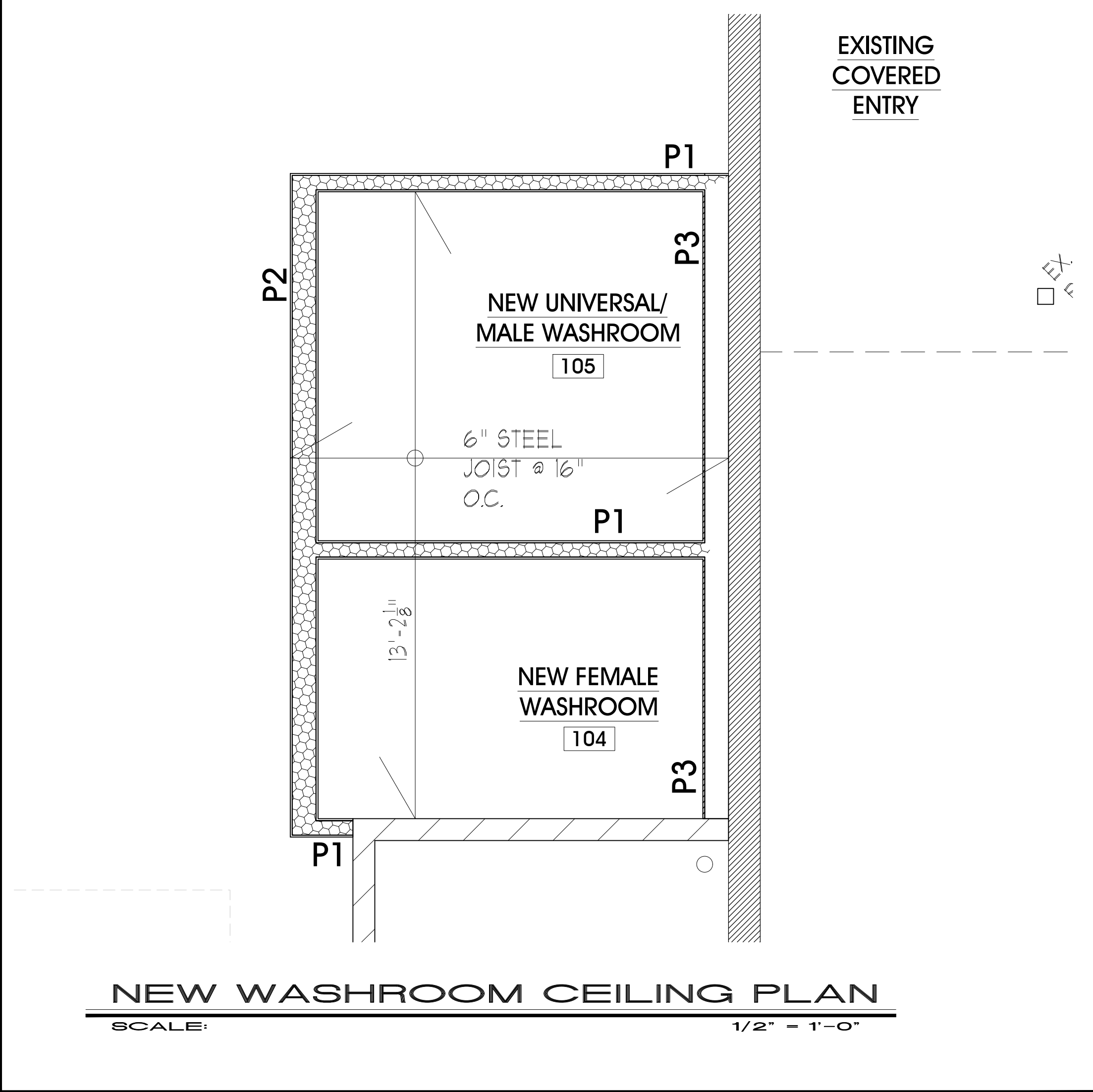
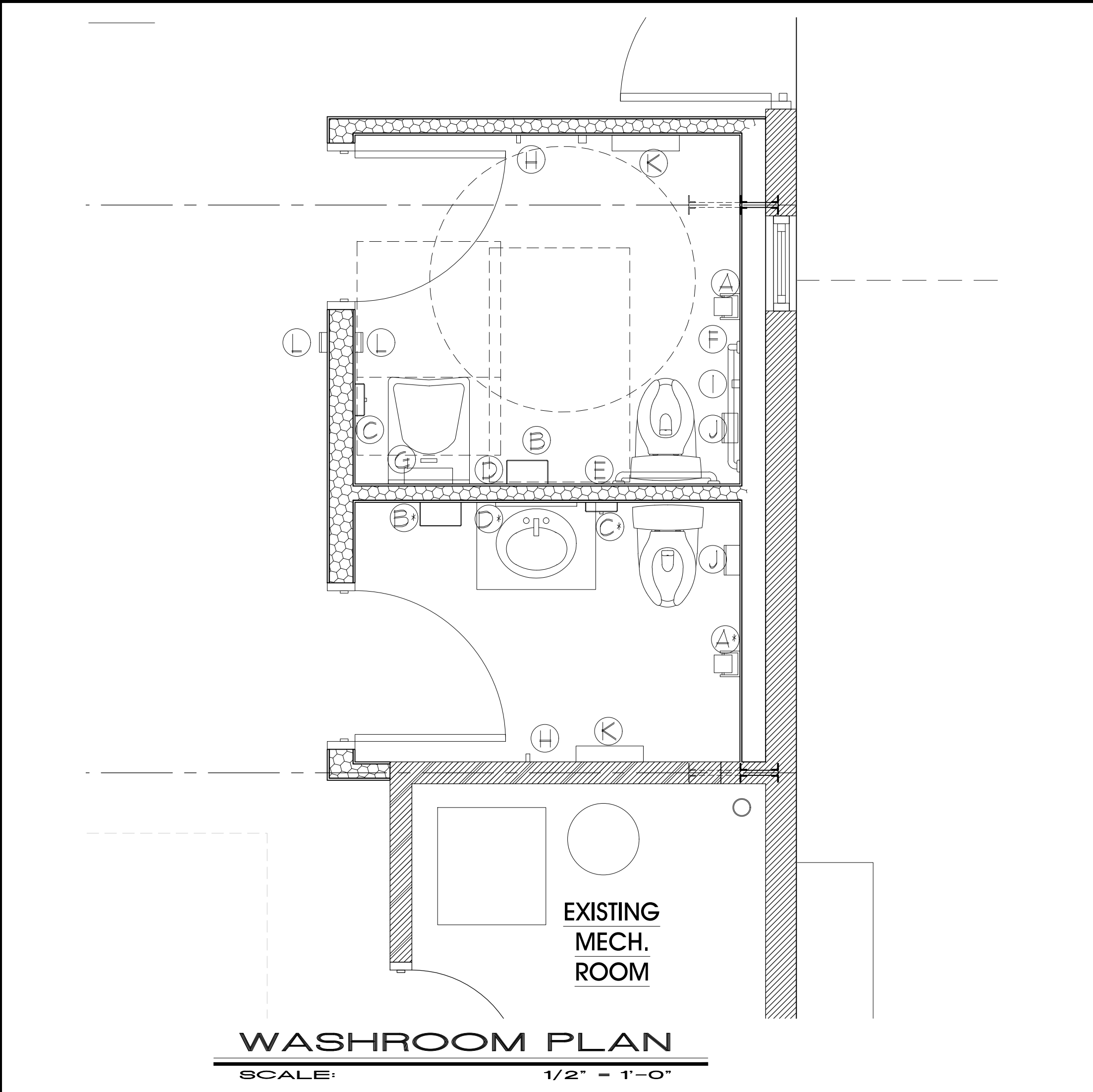
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date : JAN. 19, 2024	drawing no. :  <b>A2</b>
scale : AS NOTED	
drawn by :	
project no. : 223231	

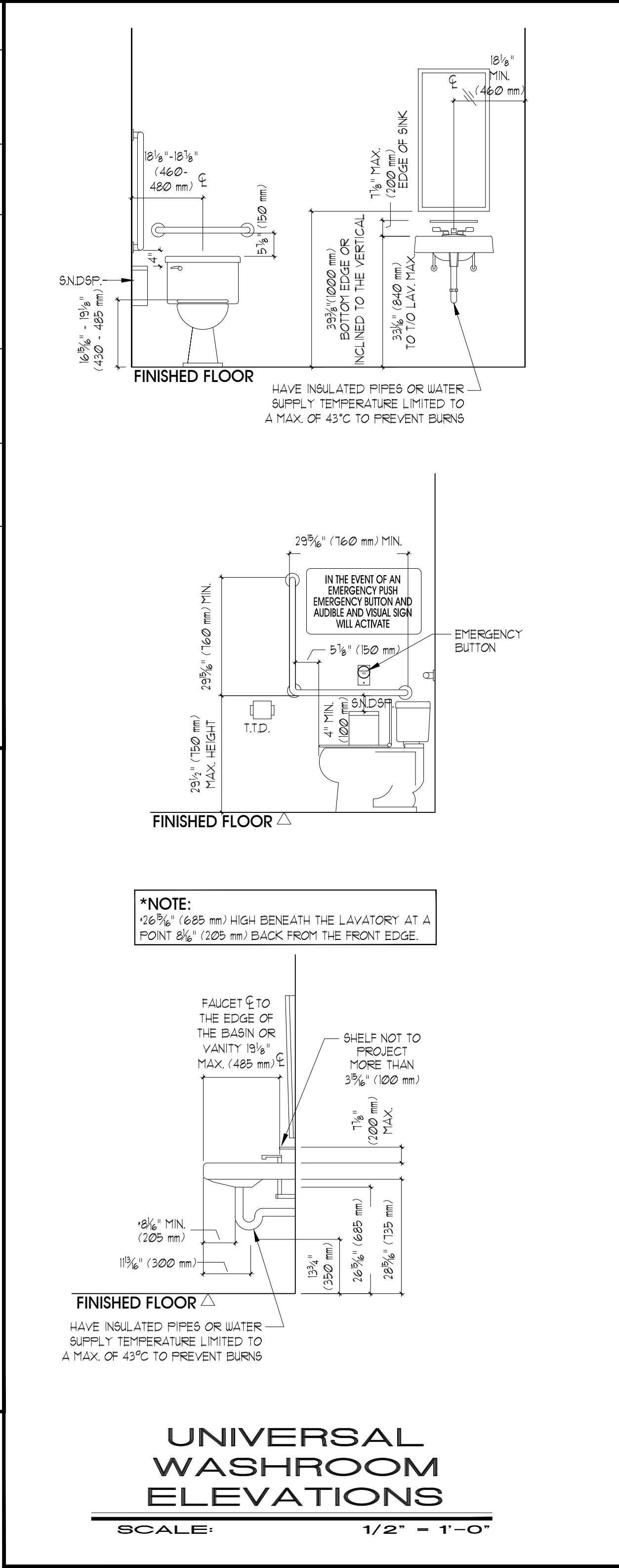
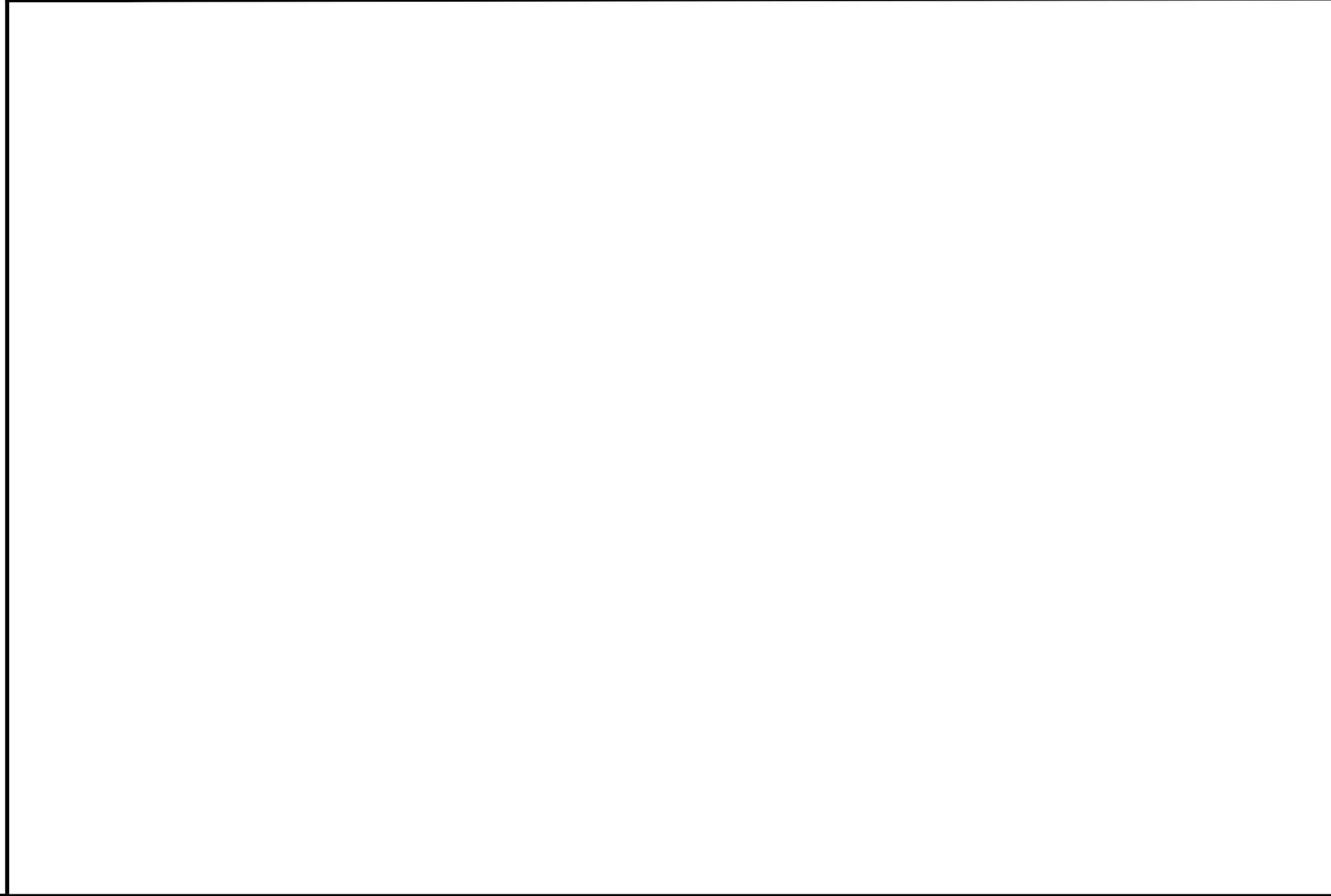
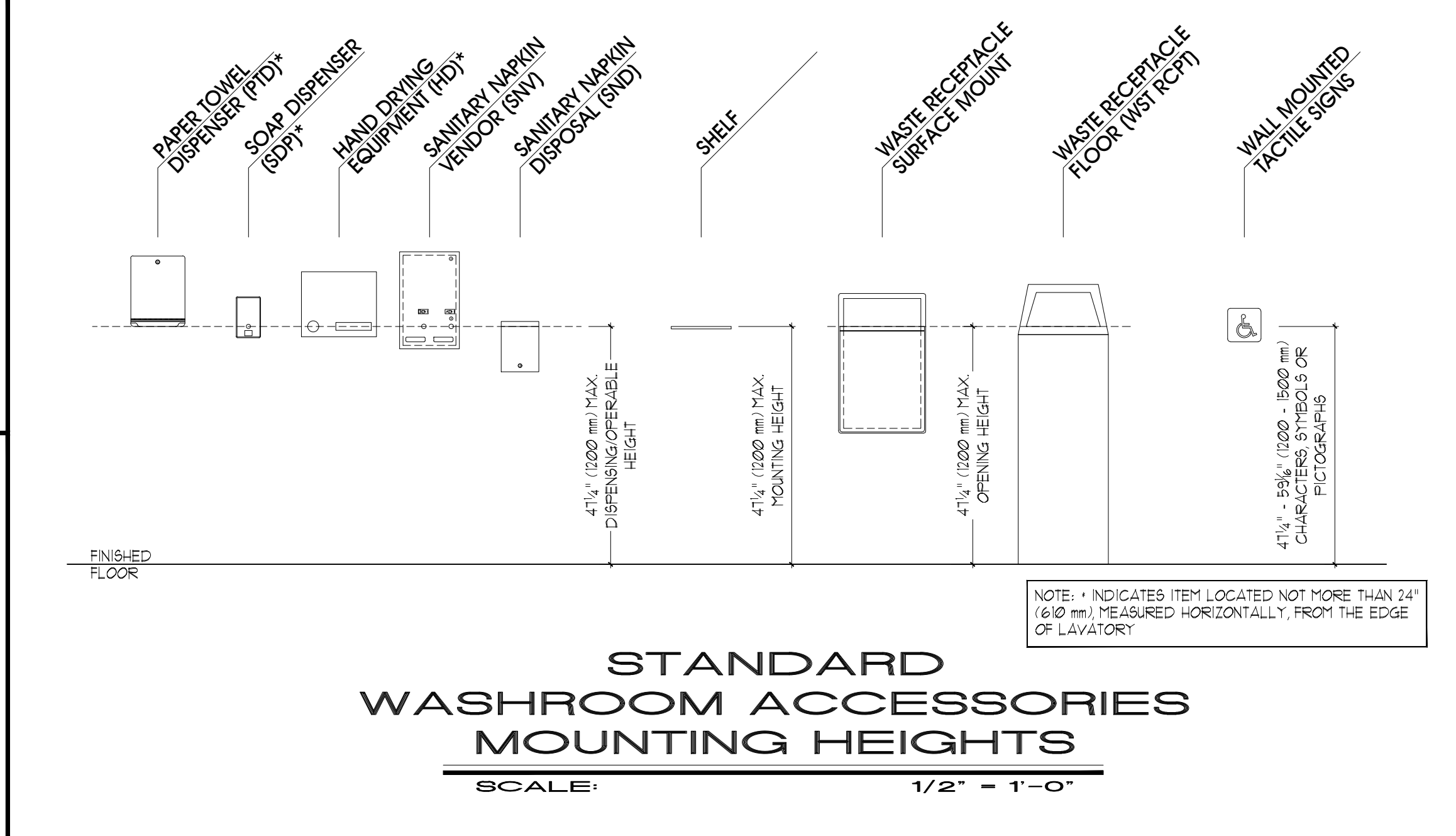
A circle is divided into three regions. A horizontal line across the middle separates the top region, labeled 'A', from the bottom half. A vertical line in the bottom half separates the bottom-left region, labeled 'B', from the bottom-right region, labeled 'C'.

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WASHROOM ACCESSORIES LEGEND	
<b>A TOILET TISSUE DISPENSER</b> WALL MOUNTED, BELOW THE GRAB BAR, IN LINE WITH THE SEAT OR LOCATED AS PER STANDARD MOUNTING HEIGHTS. REFER TO UNIVERSAL WASHROOM ELEVATIONS FOR MORE INFORMATION. A* - NOT REQUIRED TO BE BARRIER FREE SURFACE MOUNT, SINGLE ROLL TOILET PAPER HOLDER, FROST 1135-S	<b>G SHELF</b> REFER TO UNIVERSAL WASHROOM ELEVATIONS AND STANDARD MOUNTING HEIGHTS FOR MORE INFORMATION. STAINLESS STEEL SHELF 18"x4", FROST 950-4
<b>B PAPER TOWEL DISPENSER</b> LOCATED TO BE ACCESSIBLE TO PERSONS IN WHEELCHAIRS & OPERABLE WITH ONE HAND. REFER TO UNIVERSAL WASHROOM ELEVATIONS AND STANDARD MOUNTING HEIGHTS FOR MORE INFORMATION. FROST CODE 103 OR EQUIVALENT. STAINLESS STEEL TYPE 304 No. 4 BRUSHED FINISH B* - NOT REQUIRED TO BE BARRIER FREE	<b>H COAT HOOK</b> CAN NOT PROJECT MORE THAN 1 5/8" (50 mm) FROM FINISHED FACE OF WALL. STAINLESS, DOUBLE, FROST 1135S
<b>C SOAP DISPENSER</b> LOCATED TO BE ACCESSIBLE TO PERSONS IN WHEELCHAIRS & OPERABLE WITH ONE HAND. REFER TO UNIVERSAL WASHROOM ELEVATIONS AND STANDARD MOUNTING HEIGHTS FOR MORE INFORMATION. C* - NOT REQUIRED TO BE BARRIER FREE TANK TYPE DISPENSER, VERTICAL MOUNT - FROST 108A	<b>I EMERGENCY CALL BUTTON</b> SYSTEM c/w AUDIBLE AND VISUAL SIGNAL DEVICES INSIDE & OUTSIDE OF THE WHRM ACTIVATED BY A CONTROL DEVICE INSIDE THE WHRM. EMERGENCY SIGN THAT CONTAINS THE WORDS "IN THE EVENT OF AN EMERGENCY PUSH EMERGENCY BUTTON AND AUDIBLE AND VISUAL SIGN WILL ACTIVATE" IN LETTERS AT LEAST 25 mm (1") HIGH W/ A 5 mm (3/16") STROKE AND THAT IS POSTED ABOVE THE EMERGENCY BUTTON. REFER ALSO TO ELECT. DUGS, DRAWINGS & STANDARD MOUNTING HEIGHTS.
<b>D MIRROR</b> TAMPER RESISTANT MIRROR, INSTALLED ABOVE LAVATORY. REFER TO UNIVERSAL WASHROOM ELEVATIONS AND STANDARD MOUNTING HEIGHTS FOR MORE INFORMATION. D* - NOT REQUIRED TO BE BARRIER FREE FROST STOCK SERIES MIRRORS 941 18"x36"	<b>J SANITARY NAPKIN DISPOSAL</b> AS SHOWN ON INTERIOR ELEVATIONS AND TO BE INSTALLED IN ACCORDANCE WITH THE CURRENT O.B.C. STAINLESS STEEL, FROST 622
<b>E 24" HORIZONTAL GRAB BAR</b> WALL MOUNTED, HORIZONTALLY. REFER TO UNIVERSAL WASHROOM ELEVATIONS AND STANDARD MOUNTING HEIGHTS FOR MORE INFORMATION. FROST 100NP	<b>K GARBAGE RECEPTACLE</b> AS SHOWN ON ELEVATIONS REFER TO FLOOR PLAN FOR LOCATION. WALL MOUNTED RECEPTACLE WITH GALVANIZED LINER, FROST 303-3
<b>F CONTINUOUS 'L-SHAPED' GRAB BAR</b> WALL MOUNTED & CONTINUOUS L-SHAPED BAR. REFER TO UNIVERSAL WASHROOM ELEVATIONS AND STANDARD MOUNTING HEIGHTS FOR MORE INFORMATION. FROST 1003NP 30x30	<b>L POWER DOOR OPERATOR (P.D.O.)</b> REQUIRED IF THE DOOR IS EQUIPPED WITH A SELF-CLOSING DEVICE. REFER TO STANDARD MOUNTING HEIGHTS & ELECTRICAL DRAWINGS FOR MORE INFORMATION.



ISSUED FOR PERMIT	24-08-27	
revisions	date	no.
CONTRACTORS MUST CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCY TO THIS FIRM BEFORE PROCEEDING WITH THE WORK		
A - detail no. B - location sheet C - detail sheet		
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<b>WASHROOM UPGRADES</b>  <b>18 PITT STREET PORT BURWELL, ON</b>  MUNICIPALITY OF BAYHAM		
drawing title : WASHROOM PLAN WASHROOM NOTES W.R. ACCESSORIES CEILING PLAN		
date : JAN. 19, 2024 scale : AS NOTED drawn by : project no. : 223231	drawing no. : <b>A3</b>	