



**North
Battleford**

City of North Battleford
2024 UPAR Program
Competition Number: 20240717A

Contract 4 – Marquis, Holstein & Thatcher Rehabilitation
Project Code: 198326

July 2024

DIVISION 00 - PROCUREMENT AND CONTRACT REQUIREMENTS

Contract 4 – Marquis, Holstein & Thatcher Rehabilitation

Project Codes: 198326

July 2024

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INSTRUCTIONS TO BIDDER

1. INVITATION TO BID

- .1 In conjunction with the City of North Battleford's annual Underground Pipe and Asphalt Replacement (UPAR) Program of 2024, the City of North Battleford hereby invites you to submit a Bid for **Contract 4: Marquis, Holstein & Thatcher Rehabilitation** which contain the following projects:

Project Code	Location	Work Scope
198326	Marquis Avenue & Holstein Street	Grinding, Leveling & Compaction
198326	Thatcher Avenue	Milling & Paving

Your Bid must be submitted in accordance with the instructions stated below.

2. BID CALL

- .1 Bids will be received by delivery to City Hall or via Email before 2:00:00 P.M. local time on **August 1, 2024**, to:

(the "Owner")

Attn: City Clerk's Department
City of North Battleford
1291-101st Street, North Battleford, SK, S9A 2Y6
Email: tenders@cityofnb.ca

Bid For:

(the "Project")

City of North Battleford
2024 UPAR Program
Contract 4: Marquis, Holstein & Thatcher Rehabilitation

- .2 Bids received after the specified bid closing time will be returned unopened.
- .3 The official bid closing time will be determined by the reception clock of the receiving email address.
- .4 Amendments to the submitted offer will be permitted if received in writing via email prior to Bid closing and if endorsed by the same party or parties who signed and sealed the offer.

3. BID DOCUMENTS

- .1 Electronic versions of Bid Documents can be downloaded on the SaskTenders website.
- .2 Bid Documents are the property of the City of North Battleford or its agents. Availability of the Tender Documents to the BIDDERS does not offer a license or grant use of the Tender Documents for any other purposes except to obtain offers for this PROJECT.
- .3 The Contract Documents consist of the following:
- .1 Contract Agreement between the Owner and Contractor
 - .2 General Definitions
 - .3 General Conditions

- .4 Supplementary Conditions
- .5 List of Drawings
- .6 Specifications

- .4 Hard copies of the Bid Documents may be accessed at the City of North Battleford's City Hall:
 - .1 Provide a copy fee in the amount of \$250 (non-refundable).
 - .2 Request hard copies 48 hours in advance of pickup time.

4. CONTRACTOR'S EXAMINATION OF BID & INQUIRIES

- .1 Examine the Bid Documents and promptly notify the Engineer of any omissions, conflicts, or discrepancies in the Bid Documents. The Engineer expects that Bidders will review the Contract Documents and will notify the Engineer of any error, inconsistency, omission, or discrepancy in the Contract/Bid Documents prior to submitting a Bid. In accordance with the Supplementary Conditions, the Contractor will not be entitled to compensation for changes arising from any ambiguity, inconsistency, omission, or discrepancy in the Contract/Bid Documents that was not brought to the Engineer's attention prior to contract award.
- .2 Clarifications requested by Bidders must be in writing not less than eight (8) business days before the date set for receipt of Bids. Response to clarifications will be in the form of an addendum. Addenda will be issued no later than four business days before receipt of Bids.
- .3 Direct all inquiries or clarifications by email to:

City Clerk's Department
City of North Battleford
1291-101st Street, North Battleford, SK, S9A 2Y6
Email: tenders@cityofnb.ca
- .4 Responses to inquiries will be issued in an Addendum.
- .5 The Contract/Bid Documents are provided to Bidders for the sole purpose of obtaining Bids for the City of North Battleford UPAR project and do not confer any license or grant permission for any other use.

5. SUBSTITUTONS

- .1 Where Bid Documents stipulate a particular product, substitutions will be considered by the Engineer up to five (5) days before receipt of Bids.
- .2 The Engineer may approve substitution, will issue an Addendum to known Bidders and be posted on the SaskTenders website.
- .3 In submission of substitutions to products specified, Bidders are to include in their Bid, changes required in Work to accommodate such substitutions. Later claim by Bidder for addition to Contract Price a result of changes in Work necessitated by use of substitutions will not be considered.

- .4 Ensure submission provides sufficient information to enable Engineer to determine acceptability of such products.
- .5 Provide complete information on required revisions to other work to accommodate each substitution, dollar amount of additions to or reductions from Bid Price, including revisions to other work.
- .6 Provide specified products unless substitutions are submitted as noted and subsequently accepted via addendum.

6. SITE EXAMINATION

- .1 Bidders shall visit the site and familiarize themselves with conditions affecting the Work before submitting a bid.

7. BID FORM SUPPLEMENTS

- .1 Submit the following Bid Form Supplements together with the Bid Form in the order specified:
 - .1 Section 00.11.01 – Bid Form Supplement A – Project Team
 - .2 Section 00.11.02 – Bid Form Supplement B – List of Subcontractors
 - .3 Section 00.11.03 – Bid Form Supplement C - Bidder Qualifications
 - .4 Section 00.11.04 – Bid Form Supplement D – Project Plan
 - .5 Section 00.11.05 – Bid Form Supplement E – Unit Price Form
 - .6 Section 00.11.06 – Bid Form Supplement F – Proposed Options – Better Value to City
 - .7 Section 00.23.00 – Bid Security Requirements
- .2 The Owner may, after the Bid's closing time and before contract award, require any Bidder to submit additional supplementary information about any aspect of the Bidder's Bid to verify compliance with Bid Documents.

8. BID SECURITY

- .1 Refer to Section 00.23.00 – BID SECURITY REQUIREMENTS.

9. BIDDER DEFAULT AND FORFEITURE OF BID SECURITY

- .1 Refer to Section 00.23.00 – BID SECURITY REQUIREMENTS.

10. CONTRACT SECURITY

- .1 Submit with the Bid, Consent of Surety, stating that the surety providing the Bid Bond is willing to provide Performance and Labor, and Materials Payment Bond.
- .2 Refer to Section 00.23.00 – Bid Security Requirements, for Contract Security Requirements

11. INSURANCE

- .1 Provide signed “Undertaking of Insurance” on a standard form provided by the insurance company, stating the intent to provide insurance to the Bidder in accordance with the insurance requirements identified in the Contract Agreement.
- .2 Refer to the General Conditions of the Contract Agreement for Insurance Requirements. .

12. CONTRACT TIME

- .1 Achieve Substantial Performance of the Work by **September 30, 2024**.
- .2 Bidder in submitting an offer, agrees to complete Work by the date indicated in the Contract Documents but may propose a revision to contract time with adjustment to Bid price.

13. PROJECT TEAM REQUIREMENTS

- .1 The Bidder shall prepare and submit Section 00.11.01 – BID FORM SUPPLEMENT A – PROJECT TEAM. The purpose of the Project Team form is for the Tenderer to identify the key members of their project team, specifically the Project Manager and Site Superintendent.
- .2 An electronic Project Team template is provided and must be used by all bidders. Bidders must NOT recreate, reformat, or modify the template, including altering font size, font type, or font color, or by adding colors, pictures, or diagrams.
- .3 The Project Team must not exceed two pages.
- .4 Any Project Team form that fails to meet all the formatting requirements mentioned above may be marked as non-compliant and eliminated from the evaluation process.

14. LIST OF SUBCONTRACTORS

- .1 Complete and submit Section 00.11.02 – BID FORM SUPPLEMENT B – LIST OF SUBCONTRACTORS, indicating those Subcontractors and/or Suppliers whose bids have been received by the Bidder, which names the Bidder would be prepared to accept for the performance of the work indicated.
- .2 Provided the List of Subcontractors has been properly completed and submitted, the information will not be used in evaluating the Bids to determine the lowest compliant bidder.

15. BIDDER QUALIFICATIONS – PREVIOUS APPLICABLE EXPERIENCE

- .1 Prepare and submit Section 00.11.03 – BID FORM SUPPLEMENT C – BIDDER QUALIFICATIONS. The purpose of the previous applicable experience is for the Tenderer to demonstrate that they have previously completed work similar to this Project.
- .2 Clearly explain why the project being referenced is relevant to this Project.
- .3 Provide contact information for a suitable Owner contact involved with the reference project.

- .4 An electronic Bidder Qualifications template is provided and must be used by all Bidders. Bidders must NOT recreate, reformat, or modify the template, including font size, font type, or font color, or by adding colors, pictures, or diagrams.
- .5 Include all applicable fields indicated within Section 00.11.03 – BID FORM SUPPLEMENT C – BIDDER QUALIFICATIONS.
- .6 The Previous Applicable Experience must not exceed two pages.

16. PROJECT PLAN REQUIREMENTS

- .1 Prepare and submit Section 00.11.04 – BID FORM SUPPLEMENT D - PROJECT PLAN. The purpose of the Project Plan is to demonstrate to the Owner that the tenderer can visualize what they are going to do before they do it and to differentiate the bidder among their competition. The Project Plan should be developed around fulfilling the Owner's requirements within the known project constraints of cost, time, resources, quality, and expectations as described in the Tender Documents. The Project Plan should cover the following topics:
 - .1 Proposal Summary – a brief chronological roadmap that describes, in major activities and tasks, how the tenderer will meet the Owner's expectations as set forth in the Tender Documents.
 - .2 Project Assumptions – a brief summary of the major assumptions that have been made in responding to this tender. This should include items and tasks that the tenderer has assumed the Owner will perform and items and tasks that have not been included in the tender that will need to be done in coordination with this Project.
 - .3 Roles, Responsibilities, Expectations – a brief summary of the expectations and responsibilities that the tenderer has of the Owner or Owner's personnel.
- .2 An electronic Project Plan template is provided and must be used by all bidders. Bidders must NOT recreate, reformat, or modify the template, including altering font size, font type, or font color, or by adding colors, pictures, or diagrams.
- .3 The Bidder must not include any names or details that will identify the tenderer within the Project Plan.
- .4 The Project Plan must not exceed two (2) pages.
- .5 Any Project Plans that fail to meet all the formatting requirements mentioned above, may be marked as non-compliant and eliminated from the evaluation process.
- .6 If there are any discrepancies between the requirements of the Tender Documents and the Project Plan, the Tender Documents will take precedent. Information included in the Project Plan does not constitute a counteroffer or modification to the Tender Documents.

17. UNIT PRICE FORM REQUIREMENTS

- .1 Prepare and submit Section 00.11.05 – BID FORM SUPPLEMENT E – UNIT PRICE FORM. The purpose of the Unit Price Form is for the Tenderer to provide an itemized breakdown of the Bid Price which represents the entire cost, excluding GST & PST, to the Owner for the complete work.

- .2 The Tender Price shall be for a sum in Canadian Dollars including all tariffs, freight, duties, assessments, and taxes other than the GST & PST, which are payable with respect to the Work.
- .3 If there are any discrepancies in the Schedule of Quantities and Prices between the unit prices and extended totals, then the unit prices shall be deemed to be correct, and corresponding corrections shall be made to the extended totals. If a unit price or extended total has been omitted, the following shall apply:
 - .1 If a unit price is given for an Item but the corresponding extended total has been omitted, then the extended total shall be calculated from the unit price and the estimated quantity and inserted as the extended total.
 - .2 If an extended total is given for an Item but the corresponding unit price has been omitted, then the unit price shall be calculated from the extended total and the estimated quantity and inserted as the unit price.
 - .3 If both the unit price and the corresponding extended total for an Item have been omitted, then the following test shall be applied to determine whether the tender shall be rejected as incomplete:
 - a. The highest of the unit prices tendered by other tenderers for that Item shall be used as the test unit price, and the corresponding test extended total shall be calculated from the test unit price and the estimated quantity;
 - b. If the test extended total for the Item exceeds 1% of the revised total Bid Price, including the test extended total, or if the revised total Bid Price, including the test extended total, alters the ranking of the tenderers according to the lowest Bid Price, then the omitted unit price for that Item is deemed to materially affect the Bid Price relative to other tenders and the tender shall be rejected;
 - c. If the tender is not rejected under 16.3.3 of this Instructions to Bidders, then the unit price and the extended total for that Item shall both be deemed to be zero, and the costs for that Item shall be deemed to be included in other Item prices; and
 - d. In no event shall page totals in the Schedule of Quantities and Prices or the total Bid Price be used to calculate missing extended totals or unit prices.
- .4 Notwithstanding the generalities of the above, tenderers shall include in the Bid Price (including unit prices, lump sum prices, or other forms of pricing) sufficient amounts to cover:
 - .1 The costs of all labor, equipment, and materials included in or required for the Work;
 - .2 All assessments payable with respect to labor as required by any statutory scheme such as Worker's compensation, employment insurance, holiday pay, insurance, Canada Pension Plan and all employee benefits;
 - .3 All overhead costs, including head office and on-site overhead costs, and all amounts for the Contractor's profit;
 - .4 All escalation of costs for the Contract Time; and

- .5 The cost of the building and other permits and inspections as required by the General Conditions of the Contract.
- .5 The Bid Price shall include all compliance with all applicable laws regarding trade or other qualifications of employees performing the Work, and payment of appropriate wages for labor included in or required for the Work.
- .6 An electronic Unit Price Form template is provided and must be used by all bidders. Bidders must NOT recreate, reformat, or modify the template, including altering font size, font type, or font color, or by adding colors, pictures, or diagrams.

18. PROPOSED OPTIONS PLAN REQUIREMENTS

- .1 Prepare and submit Section 00.11.06 – BID FORM SUPPLEMENT F – PROPOSED OPTIONS PLAN – BETTER VALUE TO THE CITY. The purpose of the Proposed Options Plan is to identify options or ideas that may benefit the Owner or Project.
- .2 If the Bidder can include more scope or service within the constraints of the Owner, the Bidder should provide an outline of potential proposed options. This could include ideas or suggestions on alternatives in implementation timelines, project scope, project cost, goals, deliverables, or methodologies.
- .3 Proposed options ideas must NOT be included in the Tender Price. The impacts to cost and duration should be listed in the Proposed Options Plan.
- .4 The Proposed Options Plan must NOT identify the Tender Price.
- .5 The Owner will review any proposed options separately and at the Owner's sole discretion, proceed with some or all of the proposed options. Proposed options will not be considered when evaluating the Tender Price.
- .6 An electronic Proposed Options Plan template is provided and must be used by all bidders. Bidders must NOT recreate, reformat, or modify the template, including altering font size, font type, or font color, or by adding colors, pictures, or diagrams.
- .7 Do not include any names or details that will identify the bidder within the Proposed Options Plan.
- .8 The Proposed Options Plan must not exceed one page.
- .9 Any Proposed Options Plan that fails to meet all the formatting requirements mentioned above may be marked as non-compliant and eliminated from the evaluation process.

19. BID FORM SIGNING

- .1 Bid form to be signed under seal by Bidder.
- .2 Complete the Bid Form as follows:
 - .1 Incorporated Company: Provide company name and name and signature of the duly authorized signing representative(s). Insert, under each signature, the representative's capacity to act on behalf of the company.

- .2 Limited Company: signature of duly authorized signing officer(s) in normal signatures. Insert officer's capacity in which signing officer acts, under each signature. Affix corporate seal. If Bid is signed by officials other than President and Secretary of company, or President-Secretary-Treasurer of company, copy of by-law resolution of Board of Directors authorizing them to do so must also be submitted with Bid.
 - .3 Joint Venture: Each entity within the joint venture shall execute the Bid for as specified.
 - .4 Partnership: Provide name of partnership and name and signature of duly authorized representatives of the partnership.
 - .5 Sole Proprietorship: Provide the name of sole proprietorship and the name and signature of the sole proprietor in the presence of a witness who shall also sign.
- .3 Bid Form Supplements
- .1 Where required, submit bid form supplements with Bid at time of Bid submission.

20. BID SUBMISSION

- .1 Bidders are solely responsible for delivery of their Bids in the manner and time prescribed.
- .2 Electronic Bids and amendments to be submitted electronically in a single Portable Document Format (PDF) file before the closing time to the following email address: tenders@cityofnb.ca
- .3 Hard copies and amendments to be submitted at the address shown in Part 2.1.
- .4 Submit one copy of the executed offer on Bid Form provided, signed and with corporate seal together with required security electronically to the Office of the City Clerk. The email must be clearly identified with Bidder's name, Project name and Owner's name in the title.
- .5 Improperly completed information, irregularities in Bid Bond, will be cause not to accept the Bid and to declare the Bid informal.
- .6 Any submissions received after the stated closing time will NOT be accepted, opened, nor returned to the Bidder.
- .7 The Owner reserves the right to extend the bid closing time or cancel the bid call by addendum.
- .8 Bids will be opened in private, promptly after bid closing time.
- .9 Following analysis, the Owner will inform all Bidders of the selected proponent.
- .10 Unsuccessful Bidders may request in writing an explanation from the Owner why their submission was not selected.

21. BID MODIFICATION AND WITHDRAWAL

- .1 A bid, including the Bid Form and Bid Form supplements, submitted in accordance with these bidding requirements may be modified or withdrawn, provided the modification or withdrawal request:
 - .1 Is received prior to bid closing time,

- .2 Is received in the form of an email addressed to individuals identified in Part 20 - Bid Submission.
- .2 If a bid is withdrawn, a new bid may be submitted in accordance with the specified requirements, provided it is received before the bid closing time.
- .3 When submitting a modification directing a change in a bid price, do not reveal the original amount nor the revised amount:
 - .1 State only the amount to be added to or deducted from the original bid price.
- .4 When submitting second or more modifications related to a particular bid price, ensure that there is no ambiguity as to the intended bid price. The written modification shall clearly indicate whether:
 - .1 The bid price first submitted is being modified and any previous modifications are to be disregarded, or
 - .2 A revised bid price derived from a previous modification is being modified.
- .5 State all addendum numbers received, if different from what was indicated on the originally submitted Bid Form.
- .6 The Owner will assume no responsibility or liability for modifications or withdrawals that are, for any reason, delayed, illegible, unclear as to intent, ambiguous, contrary to these instructions, or otherwise improperly received. The Owner may disregard improperly received modifications or withdrawals.

22. BID EVALUATION

- .1 Bids will be opened and evaluated privately.
- .2 Bids will be evaluated based on the following scoring criteria:
 - .1 Bid Price – 50 Points
 - .2 Bidder Qualifications – 25 Points
 - .3 Project Plan – 25 Points

The Bid Price will be evaluated using a linear model where a tender submission with the lowest Tender Price receives full points and a tender submission with a Tender Price two times the lowest Tender Price receives half of the points. This is described by the following formula:

$$\text{Points (A)} = (\text{Tender Price (low)} / \text{Tender Price (A)}) * \text{Points (Total)}$$

The Owner will convene an evaluation committee to evaluate the Project Plan and Bidder Qualifications, which will assign scores based on the sole and absolute discretion to each of the bidder out of 25 points for each item.

- .3 The owner may, in its discretion, request clarification from a Bidder during the evaluation process. A request for clarification will not allow a Bidder to revise, amend or otherwise alter its Bid price.
- .4 In assessing a Bidder's qualifications, the Owner will consider the following:

- .1 The information provided in response to these Instructions to Bidders;
 - .2 The key project personnel and subcontractors proposed by the Bidder;
 - .3 Interviews and/or reference checks that may be conducted at the Owner's discretion;
 - .4 Previous experience of the Bidder and its proposed project team in constructing similar facilities;
and
 - .5 Previous experience of the Owner in working with the Bidder and its proposed project team.
- .5 In assessing Bids, the Owner expects to select the Bidder which will provide the overall best value to the Owner, as determined by the Owner in its sole discretion.
- .6 A cost reasonableness assessment will be performed on the highest ranked tenderer in the following manner:
- .1 If any tenderer's Bid Price exceeds 50% above or below the average of all tenders, the Owner may choose to not consider tender submissions, regardless of the evaluation ranking.

23. BIDDING IRREGULARITIES AND OWNER'S DISCRETION

- .1 Bids submitted via facsimile transmittal shall be rejected.
- .2 The Owner is not in any obligation to award a contract and reserves the right in its discretion to cancel these Instructions to Bidders at any time for any reason or without reason. The award of a contract may be contingent upon budget approval or other corporate, regulatory or other pre-conditions.
- .3 The Owner may, in its discretion, re-tender, or negotiate with any part (including a Bidder) the same or similar project at any time after cancellation of these Instructions To Bidders.
- .4 The Owner intends to evaluate Bids in the manner and based on the criteria set forth in these Instructions to Bidders and as such, the lowest or any Bid will not necessarily be accepted. The Owner may take into account any criteria that it desires including, without limitation, the following (not necessarily in order of importance):
 - (a) The qualifications of the Bidder;
 - (b) Bid Price;
 - (c) Completion Date;
 - (d) The use of equivalents/alternates;
 - (e) The quality and responsiveness of the Bidder, including, without limitation, all requested information;
 - (f) The Owner's (positive or negative) relationship with any Bidder;
 - (g) If the Owner has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in any relation to any matter;
 - (h) If the Owner has initiated legal action against any officers or directors of the Bidder; and
 - (i) The following additional criteria:

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- .5 Bids with Bid Forms or required Bid Form Supplements that are improperly prepared, signed or submitted contrary to these Instructions to Bidders, or that contain added conditions or other irregularities of any kind, may, at the Owner's discretion, be rejected as non-compliant.
 - .6 The Owner may, in its sole discretion, retain for consideration Bids that are non-conforming because they fail to comply with these Instructions to Bidders with regard to content, form, submission process or any other matter. The Owner may waive any defects, informalities, or irregularities in a Bid and accept a Bid which contains any such defects, irregularities, or informalities.
 - .7 The Owner reserves the right not to proceed with award to any Bidder if any necessary approvals are not obtained, the project is cancelled for any reason, or it the Owner otherwise determines, at its sole discretion, that not entering into a contract with any of the Bidders would be in its best interests.

24. BID ACCEPTANCE

- .1 Bids must remain open for acceptance and be irrevocable for a period of sixty (60) days after the Bid submission deadline.
- .2 The Engineer will notify the selected Bidder in writing that its Bid has been accepted. The Engineer will then prepare SECTION 00.34.00 CONTRACT DOCUMENTS based on the selected Bid and will deliver the Contract Documents to the selected Bidder for execution. The selected Bidder will be obligated to execute the Contract Documents and deliver the required performance security (as set forth in the Supplementary Conditions) within 3 days after receipt of the Contract Documents for execution. Failure to do so will result in the forfeiture of the selected Bidder's Bid Security. Retaining the Bid Security in such cases shall not constitute waiver of any additional rights and remedies that the Owner may have against the Bidder.
- .3 The Bid Security will be returned to the selected Bidder upon execution of the Contract Documents and delivery of the required performance security.

25. QUALIFIED BIDS EXCEEDING BUDGET

- .1 If all qualified Bids (as determined by the Owner in its sole discretion) exceed the amount that the Owner has budgeted for this project, the Owner may:
 - .1 Reject all bids;
 - .2 Cancel this Tender;
 - .3 Issue a new tender or commence another procurement process, with or without adjusting the scope of the work; and/or
 - .4 Enter into negotiations with one or more qualified Bidders in order to obtain a lower price that is within the Owner's construction budget, with or without adjusting the scope of work.

26. INTERPRETATION AND MODIFICATION OF BID DOCUMENTS

- .1 If an inquiry requires an interpretation or modification of the Bid Documents, the response to that inquiry shall be issued in the form of a written addendum only, to ensure that all Bidders base their bids on the same information.
- .2 Replies to inquiries or interpretations or modifications of the Bid Documents made by e-mail, verbally, or in any manner other than a written addendum, will not form part of the Bid Documents and will not be binding.

27. ADDENDA

- .1 Addenda may be issued to modify the Bid Documents in response to Bidder inquiries or as may be considered necessary.
- .2 All addenda issued during the bid period will become part of the Bid Documents.
- .3 Addenda will be issued no later than five working days before the bid closing time.
- .4 Each Bidder shall indicate in the Bid Form the addendum number(s) of all addenda received.

28. WAIVER AND LIMITATION OF LIABILITY

- .1 By submitting its Bid, the Bidder understands and agrees that it waives any claim for damages or costs of any nature against the Owner or Engineer, including loss of anticipated profits or contributions to overhead, arising out of the Bidder's participation in this bid process or expected work arising from being chosen as the successful Bidder on for this project.
- .2 In the event the Owner is in any way liable to any Bidder under the law of competitive bidding, the Bidder agrees that its damages shall be limited to its reasonable, demonstrable costs of preparing its bid, which in no event shall such claim exceed \$5,000.

29. SERVICE PROVIDER AGREEMENT & CONTRACTOR'S CODE OF ETHICS

- .1 Upon entering into a contract, the selected Bidder is to submit a signed Section 00.34.01 SERVICE PROVIDER AGREEMENT & Section 00.34.02 CONTRACTOR'S CODE OF ETHICS. This document must be included and is a mandatory pre-requisite for Section 00.34.00 CONTRACT AGREEMENT.
- .2 This includes all parties that will provide goods and services to the City, including construction. Every Contractor, contractor's subcontractor, supplier is to sign and submit the SERVICE PROVIDER AGREEMENT and CODE OF ETHICS. It is the responsibility of the contractor or supplier to have their subcontractors or suppliers sign the agreement and provide it to the City.
- .3 By signing the Service Provider Agreement and Contractor's Code of Ethics, the Bidder acknowledges and agrees to comply with all the principles and standards outlined therein. This includes, but is not limited to, commitments to ethical conduct, integrity and compliance with all applicable laws and regulations.
- .4 The Bidder agrees that adherence to the Service Provider Agreement and Contractor's Code of Ethics is an ongoing requirement throughout the duration of the project.

- .5 The Owner reserves the right to request periodic verification of compliance with the Service Provider Agreement and Contractor's Code of Ethics from the Bidder during the term of the contract. This may include submission of additional documents or declarations as deemed necessary.

30. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION PRIVACY ACT

- .1 The BIDDER acknowledges that any Proposal, Detailed Work Plan, and Pricing (Bid Form Supplement E – Unit Price Form) submitted shall become a record belonging to the City of North Battleford and, therefore, are subject to the Municipal Freedom of Information and Protection of Privacy Act. This Provincial law gives individuals, businesses, and other organizations a legal right to request records held by the City, subject to specific limitations.
- .2 The BIDDER should be aware that it is possible that any records provided to the City including, but not limited to, pricing, technical specifications, drawings, plans, audio-visual materials, or information about staff, parties to the Bid Submission, or suppliers could be requested under this law.
- .3 If the BIDDER believes that all or part of the BID SUBMISSION should be protected from release, the relevant part(s) should be clearly marked as confidential. Please note that this will not automatically protect the BID SUBMISSION from release, but it will assist the City in making a determination on release, if a request is made.
- .4 At minimum, the identity of the BIDDER, along with the total BID amount and final scoring may be made public in the staff report to City Council.
- .5 All correspondence, documentation, and information provided to the Evaluation Committee may be reproduced for the purposes of evaluating the BIDDER's BID SUBMISSION.

END OF SECTION

SUMMARY OF WORK

1. DESCRIPTION OF WORK UNDER THIS CONTRACT

Contract 4 – Marquis, Holstein & Thatcher Rehabilitation is for the 2024 Underground Pipe and Asphalt Replacement (UPAR) Program. Work includes repair, paving, grinding, leveling and compaction of existing roadways, as indicated in the drawings.

The work to be done under this Contract consists of supplying materials, equipment, products, labor, and transportation for construction of all items listed in the Unit Price Form which forms part of this contract, including all equipment and appurtenances therein, as shown in the Contract Drawings and/or as specified herein, in accordance with the terms of this Contract.

Work of this Contract, includes but is not limited to:

- .1 Project No: 198326 (Schedule A)
Location: Marquis Avenue & Holstein Street
Work: Grinding, Leveling & Compaction
- .2 Project No: 198326 (Schedule B)
Location: Thatcher Avenue
Work: Milling & Paving

2. PUBLIC ENGAGEMENT

- .1 All areas of WORK under this contract are within existing commercial establishments. The CONTRACTOR is obligated to ensure that THE WORK is performed in a manner consistent with the surrounding environment, taking into account factors such as noise levels, traffic flow, and visual impact, to minimize disruption and maintain harmony within the community.
- .2 The CONTRACTOR shall provide businesses with adequate notification, not less than 7 days, prior to any work that will affect an establishments entry and exit points. The CONTRACTOR is to establish and maintain alternative access routes for businesses and their customers to enter and exit their establishments safely. These routes will be clearly marked and protected by barriers to ensure the safety of employees, customers and workers alike.
- .3 The CITY shall conduct weekly online web meetings involving representatives from the CITY, the CONTRACTOR and the public. These meetings will serve to disseminate updates and provide status reports on the progress of the work, ensuring transparency and fostering community engagement throughout the duration of the project.

3. WORK INCLUDED

- .1 THE WORK under all Divisions, unless specifically stated otherwise, shall include the furnishing of all labour, materials, equipment, and services necessary to complete THE WORK. The intent is that a complete job is called for.
- .2 THE WORK shall not be complete until all items are placed in operation by the CONTRACTOR and proved to be working satisfactorily.

- .3 Any minor item of THE WORK not called for in the specifications or shown on the drawings but clearly required to meet the intent of design and normally provided for the proper operation of THE WORK shall be provided as if specifically called for in the contract documents.
- .4 Any work called for in the specifications or shown on the drawings but not specifically mentioned as an item for which payment will be made in the schedule of quantities, shall be considered necessary but incidental to the items of work and no additional payment will be made for this incidental work.

4. CONTRACT METHOD

- .1 Construct Work under Section 00.34.00 – Contract Agreement.

5. WORK SEQUENCE

- .1 Determine work sequence at the pre-construction meeting.
- .2 Provide within ten (10) working days after the pre-construction meeting, in a form acceptable to the OWNER, a schedule showing anticipated progress stages and final completion of work within the time period required by contract documents.
- .3 Interim reviews of work progress based on schedule submitted by Contractor will be conducted by the OWNER and schedule updated by Contractor in conjunction and with approval of the OWNER.

6. THE CONSTRUCTION SITE

- .1 The OWNER will provide the lands upon which THE WORK is to be performed. Where THE WORK is to be performed on lands owned by others, the OWNER will obtain the necessary easements or rights-of-way. Delay in providing these lands or in obtaining easements or right-of-ways which, in the opinion of the ENGINEER, delays THE WORK or results in extra cost to the CONTRACTOR, will be deemed proper cause for adjustment to the Contract time and adjustment to the estimated Contract price.
- .2 Any lands other than those which are to be provided by the OWNER and which may be required by the CONTRACTOR for temporary facilities, storage purposes, or access to THE WORK site, shall be obtained by the CONTRACTOR at no additional cost to the OWNER.

7. CONTRACTOR USE OF PREMISES

- .1 Construction by others on adjacent and overlapping works may occur during this project. The CONTRACTOR is to attend regular meetings to co-ordinate the construction and co-operate fully to ensure an efficient completion of THE WORK. The CONTRACTOR is to limit their activities and stockpile materials only in the areas assigned for their use as may be agreed from time to time. No additional payment for delays or extra work caused by actions or inaction of the other CONTRACTOR will be allowed. Work, at or in the vicinity of THE WORK, may be performed by the OWNER and/or other contractors during the period covered by this Contract. The CONTRACTOR shall cooperate with, and coordinate their activities with, other contractors in the working area, so that THE WORK of all contractors concerned will proceed with efficiency and dispatch. No claims for additional payment will be considered on account of delays, changes in construction schedules or any other reason whatsoever, due to the fact that other contractors are in operation in the place of work.

- .2 The CONTRACTOR shall not unreasonably encumber the site with material or equipment.
- .3 The CONTRACTOR shall conduct construction operations with minimum interference to adjacent roadways, sidewalks and access facilities in general, and shall keep such areas free from materials, debris and equipment at all times.
- .4 Obtain and pay for use of additional storage or work areas needed for operations under this Contract.
- .5 Remove or alter existing work to prevent injury or damage to portions of existing work which remain.
- .6 Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as directed by the Engineer.
- .7 Ensure that operation conditions of existing work at completion are still the same, equal to or better than that which existed before new work started.
- .8 The CONTRACTOR shall conduct construction operations with minimum interference to adjacent roadways, sidewalks and access facilities in general, and shall keep such areas free from materials, debris and equipment at all times.

8. SITE ACCESS

The CONTRACTOR is responsible for arranging access to the site from an existing roadway. The access is not to cross any existing concrete walks or curbs. Existing walks and curbs crossed are to be protected with a cold mix ramp. Any damages to existing walks or curbs are to be repaired by the CONTRACTOR at no cost to the OWNER.

The access must be closed off when the CONTRACTOR is not on site to prevent unauthorized access and dumping. The CONTRACTOR is to monitor the site when the access is open and not allow any dumping of unauthorized material.

9. HAULING TO & FROM SITE

CONTRACTOR's attention is drawn to any parts of THE WORK under this Contract that require or may require delivery of heavy equipment, materials, and/or loading and hauling of any material to site or from THE WORK site using roads under the jurisdiction of Municipal Authority, or provincial authority.

It is the CONTRACTOR's responsibility to investigate, obtain and pay for, and comply with any permanent or seasonal "road ban" and "no truck" routes or other hauling related restrictions and potential exemptions thereto, any associated permits, road use agreements, security provisions to any permits or road use agreements, dust control measures, height restrictions, pre-/post-hauling road inspections and any repairs as may be required by Municipal or provincial Authority, in order to carry out THE WORK.

Further to the above, unless stated in the Contract Tender Form or subsequent Contract addendum or Change Order, there shall be NO EXTRA PAYMENT made by the OWNER to the CONTRACTOR associated with any use of municipal or provincial roads by the CONTRACTOR in relation to THE WORK.

10. ALTERATIONS, REPAIRS TO EXISTING STRUCTURE

- .1 Execute work with the least possible interference or disturbance to public and normal usage of premises.

11. EXISTING SERVICES & STRUCTURES

- .1 Existing utilities, services and structures include pipes, culverts, ditches or other items which are part of an existing drainage, sewerage or water system or are a part of a gas, power, telephone, cable TV, or other system. Also included are roadways, sidewalks, curbs, gutters, swales, poles, fences or buildings. The ENGINEER cannot guarantee that the drawings show the correct location of existing utilities, or that existing utilities are shown at all. The CONTRACTOR shall confirm the location or existence of utilities in the field prior to commencing any work in the area.
- .2 The CONTRACTOR shall give the owners of existing utilities 48 hours' notice in writing before commencing work in the vicinity of utilities. The CONTRACTOR shall establish locations and state of use of all existing utilities that may affect THE WORK, and shall make satisfactory arrangements with the utilities organizations for the location, protection and inspection of the utilities involved. The CONTRACTOR shall pay for the cost of location, protection and inspection of existing utilities at no additional cost to the OWNER. The CONTRACTOR shall supply all labour and materials to locate, protect, remove or replace existing structure; or to repair and make good any damage which may occur to any existing services.
- .3 The CONTRACTOR shall provide for the uninterrupted flow of all watercourses, sewers and drains encountered during THE WORK.
- .4 Excavation in the vicinity of existing structures and utilities shall be properly supported or shored to prevent settlement. Where trenching is to be done under existing utilities, such utilities shall be shored before excavation commences and shoring shall be left in place. Work in the vicinity of existing structures and utilities shall be performed in a manner satisfactory to the owner of the service.
- .5 Any poles that require moving, solely to facilitate the CONTRACTOR's operation, shall be moved and replaced at the CONTRACTOR's expense.
- .6 Trees, shrubbery, fence poles and all other private property and surface structures shall be protected, unless their removal is indicated or authorized by the ENGINEER. No tree branches or roots shall be cut unless authorized by the ENGINEER.
- .7 All existing sidewalks, ditches, culvert, gravel surfaces and other surface features affected by the CONTRACTOR's construction operations shall, as closely as possible, be returned to their original condition upon completion of construction of THE WORK in the area.
- .8 Where unknown services are encountered, immediately advise the Engineer and confirm findings in writing.
- .9 Protect, relocate or maintain existing active services. When inactive services are encountered, cap off in manner approved by authorities having jurisdiction.
- .10 Record locations of maintained, re-routed and abandoned service lines.

12. INTERRUPTION OF SERVICES

- .1 The CONTRACTOR shall perform THE WORK in a manner satisfactory to the owners of existing services, and maintain access to any essential appurtenances or any system encountered, if ordered by the ENGINEER or owner of the existing utility or service. Access must be maintained to hydrants, valves and control structures.
- .2 If interruption of service is necessary the arrangements must be made with the owner of the utility, at least 24 hours in advance.
- .3 Requests for shut down must be made in writing 48 hours prior to shut down to the owner of the utility, and the estimated duration of interruption shall be outlined in detail. A copy of the request for shutdown and utility company's approval shall be submitted to the ENGINEER.
- .4 Actual shut down or operation of existing service structures, valves, etc. will be done by the owner of the utility unless other arrangements are made in writing between the CONTRACTOR and the Utility.

13. DOCUMENTS REQUIRED

- .1 Maintain at job site, one copy of each document as follows:
 - .1 Contract Drawings
 - .2 Specifications
 - .3 Addenda
 - .4 Reviewed Shop Drawings
 - .5 Change Orders
 - .6 Other Modifications to Contract
 - .7 Field Test Reports
 - .8 Copy of Approved Work Schedule
 - .9 Health and Safety Plan and Other Safety Related Documents
 - .10 Other Documents as specified.

END OF SECTION

BID FORM

Project/Contract: 2024 UPAR Program
Contract 4 – Marquis, Holstein & Thatcher Rehabilitation

From (Bidder): _____
(Business Name)

(Street Address or Postal Box Number)

(City/Town, Province, and Postal Code)

To (Owner): The City of North Battleford

We, the undersigned, having examined the Bid Documents for the above-named project/contract, including Addendum Number(s) _____, and having visited the Place of Work, hereby offer to:

1. Perform the unit price component of the Work in accordance with the Bid Documents, for the unit prices set out in Section 00.11.05 BID FORM SUPPLEMENT E – UNIT PRICE FORM, the total extended amount of which is indicated at the bottom of each project's schedule.

The total Bid Price, which is the sum of the total extended amounts of the unit prices from the Schedule of Prices for the unit price component of the work is:

\$ _____ in Canadian Dollars, excluding GST & PST, and excluding
(amount in figures)
contingency allowance.

It is understood that:

1. The quantities in the Schedule for Prices are estimated; actual quantities of work to be performed may vary,
2. The unit prices and actual quantities, measured as specified in the Bid Documents, will form the basis for payment of the unit price component of the Contract Price,
3. The total amount of our Bid is the estimated Contract Price, which is the sum of all unit price extensions, including lump sums and allowances, if any,
4. The extensions of unit prices and addition of unit price extensions, including lump sums and allowances, if any, will be checked by the Engineer and if arithmetical errors are discovered, the unit prices will be considered as representing our intentions, and the unit price extensions and total amount of our bid will be corrected accordingly,
5. Failure to state a required unit price or lump sum price may render the bid non-compliant, however if we fail to state a unit price for an item, but state an extended amount for that item, a unit price determined by dividing the extended amount by the estimated quantity will be considered as representing our intentions.

We, the undersigned, declare that:

1. We are qualified to perform the Work in accordance with the Bid Documents and our Bid Price covers all of our obligations and things necessary for the performance of the Work,
2. We are prepared to commence with work within 5 business days after receiving notice of contract award,
3. We agree to attain Substantial Performance by **September 30, 2024.**
4. We have arrived at this bid without collusion with any competitor.
5. All bid form supplements called for by the Bid Documents form an integral part of this Bid,
6. This Bid is open to acceptance by the Owner for a period of sixty (60) calendar days from the bid closing time,
7. We waive any claim for damages or costs of any nature against the Owner or Engineer, including loss of anticipated profits or contributions to overhead, arising out of the Bidder's participation in this bid process or expected work arising from being chosen as the successful Bidder on for this project,
8. In the event that the Owner is in any way liable to any Bidder under the law of competitive bidding, the Bidder agrees that its damages shall be limited to its reasonable, demonstrable costs of preparing its bid, which in no event shall such claim exceed \$5,000.00

Signatures

Signed and Submitted by:

Corporate Seal:

(Business Name)

(Name And Title Of Authorized Signing Representative)

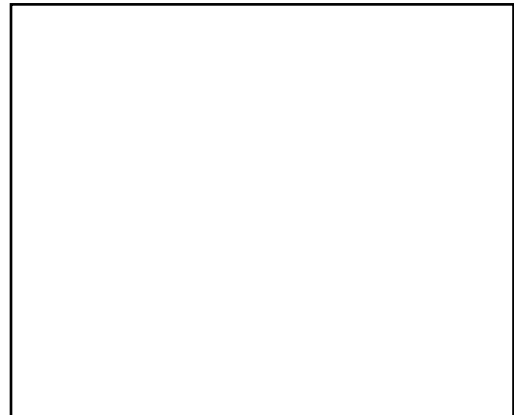
(Signature Of Authorized Signing Representative)

(Name of Witness if business is sole proprietorship)

(Signature of Witness if business is sole proprietorship)

(Name and Title Of Authorized Signing Representative)

(Signature Of Authorized Signing Representative)



Dated this _____ day of _____, 20____.

END OF SECTION

BID FORM SUPPLEMENT A – PROJECT TEAM

Project/Contract: The City of North Battleford – 2024 UPAR Program
 Contract 4 – Marquis, Holstein & Thatcher Rehabilitation

From (Bidder): _____
(Business Name)

We, the above-named Bidder, provide the personal qualifications for team members responsible for executing the above-named project.

PROJECT MANAGER	
NAME	
CONTACT NUMBER	
EMAIL ADDRESS	
CURRENT ROLE WITH ORGANIZATION	
NUMBER OF YEARS IN CURRENT ROLE	
NUMBER OF YEARS WITH ORGANIZATION	
EMPLOYMENT HISTORY (Most Recent First)	
COMPANY # 1	
ROLE WITH COMPANY	
YEARS WITH COMPANY	
COMPANY # 2	
ROLE WITH COMPANY	
YEARS WITH COMPANY	
COMPANY # 3	
ROLE WITH COMPANY	
YEARS WITH COMPANY	

SITE SUPERINTENDENT	
NAME	
CONTACT NUMBER	
EMAIL ADDRESS	
CURRENT ROLE WITH ORGANIZATION	
NUMBER OF YEARS IN CURRENT ROLE	
NUMBER OF YEARS WITH ORGANIZATION	
EMPLOYMENT HISTORY (Most Recent First)	
COMPANY # 1	
ROLE WITH COMPANY	
YEARS WITH COMPANY	
COMPANY # 2	
ROLE WITH COMPANY	
YEARS WITH COMPANY	
COMPANY # 3	
ROLE WITH COMPANY	
YEARS WITH COMPANY	

END OF SECTION

BID FORM SUPPLEMENT B – LIST OF SUBCONTRACTORS

Project/Contract: The City of North Battleford – 2024 UPAR Program
Contract 4 – Marquis, Holstein & Thatcher Rehabilitation

From (Bidder): _____
(Business Name)

We, the above-named Bidder, have received bids from the Subcontractors or Suppliers named below for the items of work requested, and are prepared to accept these names for the performance of these items of work.

LIST OF SUBCONTRACTORS OR SUPPLIERS			
	Item Of Work	Name Of Subcontractor or Supplier	Trade Specialization
.1			
.2			
.3			
.4			
.5			
.6			
.7			
.8			
.9			
.10			

END OF SECTION

BID FORM SUPPLEMENT C – BIDDER QUALIFICATIONS

Project/Contract: The City of North Battleford – 2024 UPAR Program
 Contract 4 – Marquis, Holstein & Thatcher Rehabilitation

From (Bidder): _____
 (Business Name)

We, the above-named Bidder, provide the following references as in accordance with the above-named project.

	REFERENCE PROJECT # 1	REFERENCE PROJECT # 2	REFERENCE PROJECT # 3
NAME OF PROJECT			
DESCRIPTION OF PROJECT			
ROLE ON PROJECT			
PROJECT MANAGER			
SITE SUPERINTENDENT			
TENDERED \$ VALUE OF PROJECT			
FINAL \$ VALUE OF PROJECT			
PROJECT COMPLETION DATE			
PROJECT RELEVANCE			
CONTACT INFORMATION OF OWNER			
NAME			
COMPANY			
PHONE NUMBER			
EMAIL			
CONTACT INFORMATION OF CONSULTANT / ENGINEER / CONTRACT ADMINISTRATOR			
NAME			
COMPANY			
PHONE NUMBER			
EMAIL			

END OF SECTION

BID FORM SUPPLEMENT D – PROJECT PLAN

Project/Contract: The City of North Battleford – 2024 UPAR Program
Contract 4 – Marquis, Holstein & Thatcher Rehabilitation

From (Bidder): _____
(Business Name)

We, the above-named Bidder, provide the statement outlining our project plan in accordance to the above-named contract. (Not to exceed 2 pages)

PROJECT PLAN	
1. Proposal Summary	Insert text here
2. Project Assumptions	Insert text here
3. Roles, Responsibilities, Expectations	Insert text here

END OF SECTION

BID FORM SUPPLEMENT E – UNIT PRICE FORM

Schedule A

Project 198326: Marquis Avenue & Holstein Street

No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Extension
General Site Requirements					
A.1	Traffic Accommodation	L.S.	1.00		\$ -
Roadway Repair					
A.2	Grinding, Levelling & Compacting of Roadway (Full Width)	Sq.M.	8,350.00		\$ -
Subtotal:					\$ -

Schedule B

Project 198326: Thatcher Avenue

No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Extension
General Site Requirements					
B.1	Traffic Accommodation	L.S.	1.00		\$ -
Asphalt Milling					
B.2	75mm Depth Milling	Sq.M.	2,110.00		\$ -
Subbase and Base Course					
B.3	Undercut Rebuild <i>(Estimated at 25% of Total Repair Area)</i>	Sq.M.	530.00		\$ -
	150mm Minus Pit Run Gravel (300mm Thickness)				
	19mm Minus Crushed Gravel (150mm Thickness)				
Asphalt Paving - Surface Course					
B.4	Prime Coat	Sq.M.	2,110.00		
B.5	Asphalt Paving - 75mm average thickness	Tonne	320.00		\$ -
Subtotal:					\$ -

SUMMARY

Sch.	Description	AMOUNT
A	Project 198326 – Marquis Avenue & Holstein Street	\$ -
B	Project 198326 – Thatcher Avenue	\$ -

	PST (6%)	\$ -
	GST (5%)	\$ -
	TOTAL:	\$ -

END OF SECTION

BID FORM SUPPLEMENT F – PROPOSED OPTIONS PLAN – BETTER VALUE TO CITY

Project/Contract: The City of North Battleford – 2024 UPAR Program
 Contract 4 – Marquis, Holstein & Thatcher Rehabilitation

From (Bidder): _____
 (Business Name)

We, the above-named Bidder, provide the statement outlining our proposed options plan in accordance to the above-named contract.

PROPOSED OPTIONS PLAN – BETTER VALUE TO CITY

END OF SECTION

BID SECURITY REQUIREMENTS

1.1 BID BOND

- .1 The Bid should be accompanied by Bid Security in the form of a certified cheque or original bid bond, issued by a duly licensed surety company authorized to transact a business of suretyship in the jurisdiction of the Place of the Work, made payable to the Owner in the amount of not less than ten percent (10%) of the Bid Price. The Bidder, with its Bid, should enclose a statement from the Surety substantially in the form of the Consent of Surety stating that the Surety is willing to supply the contract Security referred to below. The Consent of Surety should be provided whether the Bidder uses a bid bond or a certified cheque under this clause 1.1.1.
- .2 The bidder shall name the owner as the obligee and shall be signed, sealed, and dated by both Bidder and surety.

1.2 BIDDER DEFAULT AND FORFEITURE OF BID SECURITY

- .1 If a Bidder whose Bid is accepted by the Owner in writing, without conditions, and within the acceptance period specified in the Bid Documents, refuses or fails within fifteen calendar days after the date of issuance of the written acceptance of the Bid, to sign a formal agreement with the Owner for the performance of the Work and to provide contract performance security as specified in the Bid Documents, the Bidder will be liable to the Owner for the difference in money between the Bidder's bid price and the amount for which the Owner legally contracts with another party to perform the Work, if the latter amount is in excess of the former, up to the maximum amount of the bid security provided.

1.3 CONSENT TO BOND – PERFORMANCE BOND & LABOR & MATERIAL BOND

- .1 The bid should be accompanied by a CONSENT TO BOND for:
 - a. Performance Bond and;
 - b. Labor & Material Payment Bond
- .2 The CONSENT TO BOND will be in the form of a formal letter signed by the surety company addressed to the Bidder. This letter shall state the bidder's acknowledgement of the intention to obtain a performance bond and a labor and material payment bond for the contract.
- .3 The Consent to Bond 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.
- .4 The consent letter must include details such as the Bidder's identification, the bid security company's information, and any specific requirements outlined by the surety company for gaining consent.

1.4 PERFORMANCE BOND

- .1 Upon awarding of the contract, the Bidder is to provide security for performance of the Contract in the form of a Performance Bond for 50% of the Contract Price.
- .2 Bond 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.
- .3 Bond shall name the Owner as the obligee and shall be signed, sealed, and dated by both Contractor and surety company.

- .4 Submit bond to Owner within seven (7) days after contract award.

1.5 LABOR AND MATERIAL PAYMENT BOND

- .1 Upon awarding of the contract, the Bidder is to provide security for payment of labor and material provided in the performance of the Work in the form of a Labor and Material Payment Bond for 50% of the Contract Price.
- .2 Bond 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.
- .3 Bond shall name the Owner as the obligee and shall be signed, sealed, and dated by both Contractor and surety company.
- .4 Submit bond to Owner within seven (7) days after contract award.

END OF SECTION

CONTRACT AGREEMENT

This AGREEMENT made this _____ of _____, 20XX.

BETWEEN:

(the “**Owner**”)

City of North Battleford
1291 – 101st Street
North Battleford, SK, S9A 3Y6

AND:

(the “**Contractor**”)

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

1.1 CONTRACT DOCUMENTS

- .1 That the following documents, together with this Agreement, shall constitute the Contract Documents:
 - .1 Section 00.01.10 – Instructions To Bidders
 - .2 Section 00.02.10 – Summary of Work
 - .3 Section 00.11.00 – Bid Form
 - .4 Section 00.11.01 to 00.11.06 – Bid Form Supplements
 - .5 Section 00.23.00 – Bid Security Requirements
 - .6 Section 00.34.01 – Service Providers Agreement
 - .7 Section 00.34.02 – Contractor’s Code of Conduct
 - .8 Section 00.45.00 – General Conditions
 - .9 Section 00.56.00 – Supplementary Conditions
 - .10 Section 00.67.00 – List of Drawings
 - .11 Division 01 – General Requirements
 - .12 Division 02 – City of North Battleford Specifications

1.2 CONTRACTOR’S COVENANTS

The **Contractor** undertakes and agrees to:

- .1 Perform the Work required by the Contract Documents:

For: 2024 UPAR Program - Contract 4 – Marquis, Holstein & Thatcher Rehabilitation

Projects:

Project Code	Location	Work Scope
198326	Marquis Avenue & Holstein Street	Grinding, Leveling & Compaction
198326	Thatcher Avenue	Milling & Paving

- .2 Commence the Work within a reasonable time after, subject to adjustment in the Contract Time as provided for in the Contract Documents, attain completion of the Work, by **September 30, 2024** (the "Completion Date");
- .3 In accordance with General Conditions Section 12, pay to the Owner as liquidated damages and not as a penalty the sum(s) stipulated in the Supplementary Conditions if the Work has not been completed by the Completion Date or, if applicable, a specified portion(s) of the Work has not been completed by the milestone completion date(s) stipulated in the Supplementary Conditions;
- .4 Indemnify and hold the Owner harmless from and against any suits, claims, demands, liability, costs, damages, or expenses, including reasonable legal fees, made or incurred by Other Contractors involved in the Project, arising from the Contractor's failure to complete the Work by the Completion Date or, if applicable, the Contractor's failure to complete one or more specified portions of the Work by the milestone completion date(s) stipulated in the Supplementary Conditions; and
- .5 Do and fulfil everything indicated by the Contract Documents.

1.3 CONTRACT PRICE

- .1 The Contract Price, which includes the GST & PST, means the Bid Price subject to the adjustments, additions, deductions and deletions as provided in the Contract Documents.
- .2 The Bid Price is \$_____ as set forth in the Bid Form and Bid Form Supplements.

1.4 PAYMENT

- .1 Subject to the provisions of the Contract Documents, the Owner shall:
 - .1 Make progress payments to the Contractor on account of the Contract Price, in the amounts certified by the Owner, within thirty (30) Days after receipt of each certificate for payment in accordance with General Conditions 22;
 - .2 Retain from each payment to the Contractor a percentage holdback as required by applicable lien legislation or, where such legislation does not exist or apply, a holdback of ten percent (10%) of each payment to the Contractor. The Owner shall administer any amounts withheld from the Contractor in accordance with the provisions of any applicable lien legislation; and
 - .3 The Owner shall pay to the Contractor the unpaid balance of holdback monies then due:

- .1 Within thirty (30) Days of expiration of the holdback period required by the applicable lien legislation; or such earlier date as required by provincial legislation; or
 - .2 Where such lien legislation does not exist or apply, fifty-five (55) Days after the date on which the Interim Certificate of Completion is issued; or
 - .3 Where no Interim Certificate of Completion is issued, and lien legislation does not exist or apply, fifty-five (55) Days after the date of the Final Certificate of Completion, provided that the Contractor has submitted to the Owner, prior to such payment the following:
 - a. a current Statutory Declaration verifying that all Subcontractors, Suppliers, labour and accounts for services, materials, machinery and equipment, and any other indebtedness which may have been incurred by the Contractor, directly or indirectly, in the performance of the Work have been fully paid by the Contractor except for unpaid holdbacks on such subcontracts and that no lien has been filed against the Contractor, the Project, the premises or any materials supplied to or incorporated in the Work or in respect of anything done under or by virtue of the Contract;
 - b. A letter of clearance or certificate from the Workers' Compensation Board verifying that all assessments due by the Contractor have been fully paid;
 - c. If requested by the Owner, a letter from the Contractor's surety (if any) approving the release of holdback;
 - d. All record documents, showing changes as constructed, operating and maintenance manuals, guarantees, warranties, certificates, reports, spare parts, and spare materials required by the Contract Documents; and
 - e. A Final Release and Indemnity in the form attached to the General Conditions as Attachment "A".
- .2 If a lien is filed against the Project in respect of the Work by any Subcontractor, or Supplier or other person claiming through, by or under the Contractor or any of its Subcontractors or Suppliers:
- .1 The Owner may, at its option, instruct the Contractor to cause the said lien to be removed from the title to the Project within ten (10) Days from the date of such notice by direct payment, furnishing of a bond, payment into court or otherwise;
 - .2 If the lien is not removed from the title to the Project within such time or such further time as may be subsequently agreed upon, the Owner, without prejudice to any other right or remedy it may have, may take such steps or proceedings, including payments, settlements or compromise of the lien or payment into court, as the Owner reasonably determines as necessary to procure the release of the lien, and all payments and costs, including legal fees and disbursements incurred by the Owner shall be paid by the Contractor to the Owner or may be deducted from any amount then due or thereafter becoming due to the Contractor; and
 - .3 The Contractor shall, if requested by the Owner, defend, indemnify and save the Owner harmless from the amount of all such liens and the costs of defending any and all actions

commenced against the Owner pursuant to any applicable lien legislation, including the legal costs and disbursements incurred by the Owner.

- .3 Notwithstanding anything otherwise contained in the Contract, the Owner may, in its discretion, withhold, or on account of subsequently discovered evidence, nullify the whole or any part of any previously issued certificate, to such an extent as may be necessary to protect the Owner from loss on account of any of the following:
- .1 The Contractor's unsatisfactory prosecution of the Work;
 - .2 Defective or damaged Work requiring correction or replacement;
 - .3 Claims or liens filed or reasonable evidence indicating the probable filing of claims or liens;
 - .4 Failure of the Contractor to make payments promptly to Suppliers or Subcontractors for materials or labor;
 - .5 A reasonable doubt by the Owner that the Contract can be completed for the unpaid balance of the Contract Price;
 - .6 Damage to an Other Contractor's work which has not been settled and which may result in the Other Contractor whose work has been damaged bringing action against the Owner. In case of such action, the Contractor shall bear the expense of same; or
 - .7 Any amounts for maintenance holdbacks, commissioning allowances and liquidated damages.

When the basis for nullifying the previously issued certificate has been removed, the Owner shall, subject to receipt by the Owner of any documents mentioned in Clause 1.4.3 hereof requested by the Owner, reissue the applicable certificate. Within thirty (30) Days of receiving the reissued certificate, the Owner shall make payment to the Contractor in the amounts set out in the applicable certificate.

- .4 Should either party fail to make payments as they become due under the terms of the Contract or in an award by arbitration or court, interest at one percent (1%) per annum above the Prime Rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis. The Prime Rate shall be the rate established by the Royal Bank of Canada as its Prime Rate from time to time.

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

1.5 CONTRACTOR'S REPRESENTATIONS

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

- .1 The Contractor is skilled and experienced in all aspects of construction work and is well able to perform the Work within the Contract Time and for the Contract Price;
- .2 The Contractor is an expert in this field of work and is fully knowledgeable and experienced in all aspects of required procedures, methods, regulations, codes, and municipal or other local,

provincial and/or national requirements and understands that the Owner is relying on this expertise, knowledge and experience;

- .3 The Contractor has examined the Site or Place of the Work as provided in Clause 6.1 of the Instructions to Bidder and has familiarized itself with the nature and extent of the Contract Documents, the Work and with all local conditions and federal, provincial and local laws, ordinances, rules and regulations that in any manner affect the cost, progress or performance of the Work;
- .4 The Contractor acknowledges that the Information Documents and any Additional Data have been or shall be made available to the Contractor for the Contractor's information only and that the Contractor has made such inspection of the Information Documents and any Additional Data as the Contractor deems appropriate for the Contractor's purposes. The Contractor further acknowledges that:
 - .1 The Information Documents and the Additional Data are or shall be provided without warranty of any kind, express or implied;
 - .2 The Owner has not represented that the Information Documents or the Additional Data are accurate, complete or suitable for the Contractor's purposes;
 - .3 The Information Documents and any Additional Data do not form part of the Contract Documents; and
 - .4 Any reliance made by the Contractor on the Information Documents or the Additional Data is entirely at the Contractor's own risk;
- .5 The Contractor has made or caused to be made examinations, investigations, and tests and has carefully studied reports and related data based thereon or obtained therefrom, in addition to those referred to in Clause 1.5.4. hereof, as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or shall be required by the Contractor for such purpose;
- .6 The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents;
- .7 The Contractor has given the Owner written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Owner is acceptable to the Contractor or, if no written notice has been given, the Contractor acknowledges that the Contract Documents are acceptable as written.

1.6 SUCCESSION

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

1.7 RECEIPT OF ADDRESSES FOR NOTICES

- .1 Communications in writing between the parties shall be deemed to have been received by the addressee on the date of delivery if delivered by hand or sent by registered mail to the individual or to a member of the firm or to an officer of the corporation for whom they are intended and if sent by

regular mail shall be deemed to have been delivered within five (5) days of the date of mailing when addressed as follows:

The Owner at: City of North Battleford
1291 – 101st Street
North Battleford, SK, S9A 3Y6

The Contractor at: _____

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

1.8 RIGHTS AND REMEDIES

- .1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, 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.
- .2 The Contract shall be interpreted under and governed by the laws of the Place of the Work.

NOTICE OF ACCEPTANCE

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

The Owner:

The City of North Battleford)

_____)
Signature of Authorized Representative)

_____)
Name)

_____)
Title)

(Corporate Seal)

_____)
Address)

If **Contractor** is an incorporated entity:

Name of Corporation

Signature of Authorized Representative

Name

Title

Address

(Corporate Seal)

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

Name of Business (if any)

Signature of Individual
or Authorized Representative

Name of Individual
or Authorized Representative

Title

Address

Signature of Witness

Name

Address

END OF SECTION

SECTION 00.34.01 – SERVICE PROVIDER AGREEMENT

Whereas the City of North Battleford desires to hire only safety-conscious and reliable companies with a firm commitment to employ competent persons, supervisors and workers to perform work for the City of North Battleford in compliance with good industry practices and applicable legislation; and the City of North Battleford requires close coordination of all parties performing work for the City of North Battleford to reduce the likelihood of loss to all workers, equipment and plant facilities; the City of North Battleford will appoint a contract administrator for all contractual agreements with Service Providers.

(Company Name) _____ (henceforth referred to as the “Service Provider”) firmly commits to workplace safety and will adhere to all and any related requirements of the City of North Battleford when performing work for the City of North Battleford:

1. Compliance with Legislation

The Service Provider shall perform all work undertaken for the City of North Battleford in compliance with all laws, regulations, standards and City of North Battleford requirements.

2. Orientation

The Service Provider shall ensure that all their employees receive site orientation and the Service Provider’s area and job specific orientation prior to commencing work on the site.

3. Competent Supervisors and Workers

The Service Provider shall ensure that it only utilizes qualified and competent supervisors and workers on any work performed for the City of North Battleford. “Competent worker includes a worker who is being trained to perform a particular task or duty and who is under close and competent supervision during that training. The Service Provider agrees to keep on file and provide documentation to the City of North Battleford, upon request, records of training pertaining to supervisory duties, trade tickets or certification, job specific training, WHMIS, TDG, orientations, etc. occurring before and during the project which might pertain to completing City of North Battleford work in a healthy and safe manner.

4. Housekeeping

The Service Provider agrees to keep its work areas clean at all times and to prevent the accumulation of waste materials and rubbish. The Service Provider agrees to perform a thorough clean up at the completion of the work and remove all equipment, surplus materials and tools from the site. If this is not done in a timely and acceptable fashion, the City of North Battleford reserves the right to remove such rubbish and other items and back-charge the cost of the same to the Service Provider.

5. Inspection of Equipment

The Service Provider agrees to inspect all tools and equipment brought onto the site and provide documented proof of same to the City of North Battleford upon request. Copies of certification for specialized equipment (cranes, man baskets, etc) shall be provide to the City of North Battleford before such equipment is brought onto the site.

6. Tools and Equipment

The Service Provider agrees to provide the City of North Battleford a list of all tools and equipment it intends to bring on site to perform the work. The City of North Battleford reserves the right to inspect any and all such tools and equipment and to refuse entry onto the site should the City of North Battleford find any such items inappropriate to perform the work adequately and safely. This in no way alleviates the Service Provider's responsibilities with regards to its own tools and equipment.

7. Hazard Assessment

The Service Provider agrees to conduct and document a thorough hazard assessment of the work and submit the same to the City of North Battleford no later than 7 days prior to commencing work. The City of North Battleford reserves the right to insist on upgrading hazard control measures and/or altering procedures to reduce the potential for injury or loss. The Service Provider also agrees to conduct and document smaller hazard assessments during the project prior to starting any hazardous tasks. For short duration work (less than 3 days) the Service Provider shall complete a hazard assessment at the beginning of each shift.

8. Contractor Safety Program

The Service Provider agrees to adhere to its own and the City of North Battleford Safety program. Where inconsistency exists or arises, the higher standard deemed by the City of North Battleford shall be followed.

9. Reporting Requirements

The Service Provider agrees to provide copies to the City of North Battleford as soon as is reasonably possible on all required reporting mandated by legislation (i.e. dangerous occurrence, high risk asbestos work, hospitalization of injured worker etc.)

10. Worksite Inspections

The Service Provider agrees to conduct weekly inspections of their work areas and have copies available to the City of North Battleford upon request.

11. Incident Investigations

The Service Provider agrees to investigate all first aids, medical aids, lost times and near misses and submit written investigation reports to the City of North Battleford within 24 hours of the occurrence. All lost time injuries and dangerous occurrences shall be reported immediately to the City of North Battleford on a verbal basis prior to submission of a written report.

12. Tool Box Safety Meetings

The Service Provider agrees to conduct weekly safety meetings (15-30 minutes) and have copies of the meeting minutes and attendance forwarded to the City of North Battleford. If requested, the Service Provider agrees to designate an individual to participate in a joint worksite Occupational Health and Safety Committee if and when one exists.

13. Personal Protective Equipment

The Service Provider agrees to supply and have available at the worksite all basic and specialized personal protective equipment that may be required to safely perform the work. The Service Provider shall ensure that all workers required to use personal protective equipment are trained in its care, use, maintenance and limitations.

14. Critical Work

The Service Provider will provide and follow a permit system when performing any hazardous critical tasks (e.g. excavating, confined space entry, hot work, work near high voltage lines, pressure testing, critical lifts, etc.)

15. Controlled Products

The Service Provider agrees to have SDS sheets on site for all controlled products used on site. The Service Provider will provide copies of the MSDS sheets to the City of North Battleford upon request.

16. Records and Statistics

The Service Provider agrees to compile and submit to the City of North Battleford monthly statistical reports of all incidents including lost time injury frequencies and severity rates.

17. WCB Information

All City of North Battleford Service Providers must be registered with the WCB. If so requested by the City of North Battleford, the Service Provider agrees to submit a copy of their WCB Statement of Injury Costs Supplement for the current and previous two years.

18. Audits

The Service Provider agrees to succumb to periodic safety audits conducted by the City of North Battleford. In so doing, the Service Provider shall make all of its safety documentation records available for review along with making available for short interviews the required number of supervisors and workers. The Service Provider agrees to proactively work to continuously improve its safety program per the recommendations of the City of North Battleford auditors.

19. Subcontractors

The Service Provider shall make all subcontractors aware of the provisions of this agreement and ensure that all their subcontractors and agents abide by the provisions herein.

20. Stopping Work

The City of North Battleford reserves the right to stop the performance of any City of North Battleford work at any time that it feels, in its sole opinion, that the work or the manner in which work is performed is creating unacceptable risk to any parties on the City of North Battleford worksites. The City of North Battleford reserves the right to terminate any contract with any Service Provider for poor safety performance or failure to adhere to any of the provisions of this agreement. The City of North Battleford shall not be liable for any loss (financial or otherwise) incurred by the Service Provider for work performed up to and including the date of termination and reserves the right to let the remainder of the contract to another suitable party.

21. Enforcement Policy

The Service Provider will be responsible to enforce the disciplinary policies outlined in their Safety Program or Operating Procedures and will make copies available of such to the City of North Battleford upon request. The City of North Battleford reserves the right to have any of the Service Provider's employees or agents removed and / or banned from any City of North Battleford site for blatant disregard of site rules or safety requirements.

22. First Aid

The Service Provider agrees to ensure that all of its employees and agents immediately report all first aids and other injuries. First aid records will be maintained by the Service Provider for the duration of the project and kept on file for a period of at least 5 years following the completion of the project. The City of North Battleford may request copies of all or part of the first aid records during the project or during the filing period of 5 years.

23. Additional Terms

The Service Provider agrees to adhere to any additional safety requirements stipulated by the City of North Battleford which may arise due to unforeseeable circumstances which might result in unacceptable risk to workers, equipment or facilities (e.g. fires, act of God, extreme inclement weather conditions etc.)

The Service Provider acknowledges and agrees to abide by the terms and conditions of this agreement.

Executed this _____ day of _____, _____ on behalf of

(Service Provider Company Name)

(Company's Address)

(Company's Phone Number)

(Service Provider Representative - Print Name and Position)

Per:

(City of North Battleford Representative – Print Name and Position)

Per: (Acting Contract Administrator Annual Pre-Qualification)

(City of North Battleford Representative – Print Name and Position)

Per: (Witness)

CONTRACTOR'S CODE OF CONDUCT

1. RATIONALE

- .1 The City of North Battleford is dedicated to upholding the highest ethical standards across all its endeavors. It is in the City's expectations that all employees comply with applicable laws and demonstrate responsible, ethical, and integral behavior in their service to the community. Similar expectations are extended to Contractors.
- .2 The Contractor's **Code of Conduct** outlines the principles and standards that the City's Contractors are required to follow and uphold in their business dealings within the municipality.

2. SCOPE

- .1 This **Code** applies to all Contractors, Sub-contractors, vendors, and suppliers, that have entered into an agreement to provide goods and services to the City, including each of their employees, representatives, subsidiaries, and affiliates.
- .2 It is the responsibility of the Contractors, for themselves and on behalf of such employees, representatives, subsidiaries, and affiliates to ensure compliance with this **Code**.

3. WORKPLACE BEHAVIOR

- .1 The City and Contractors jointly share the responsibility for creating a safe, productive, and healthy work environment where everyone is treated with dignity and respect. The City is dedicated to always maintaining a workplace free from harassment, in accordance with the Harassment Policy, Human Rights Code and similar legislation.
- .2 Contractors are mandated to engage with colleagues, City employees, the public and customers in a manner that is both professional and courteous. Any behavior that will undermine work relationships or contribute to a negative work environment will not be tolerated.
- .3 Contractors are expected to always communicate in a respectful and professional manner, refraining from language that may offend or create a hostile environment. The use of inappropriate language, including swearing, profanity, or derogatory remarks, is prohibited in the workplace.
- .4 No potentially inappropriate, offensive, or discriminatory photographs, articles, magazines, or other materials shall be permitted at the place of Work.

4. FITNESS FOR WORK

- .1 All workers must be fit for work at all times.
- .2 The City retains the right to request that individuals leave the Place of The Work, if they are unfit for any reason including, without limitation, inebriation, under the influence of illegal drugs, injury, fatigue, rudeness, or any other reason that may affect the quality of the work or which represent a breach of these rules.

5. STANDARDS OF DRESS

- .1 All workers must in suitable clean clothing, wear shirts and long pants, and display an appropriate standard of personal hygiene.

- .2 Where required by the City, all workers shall have an identity badge that clearly indicates the company's name, the individual's name, and has an identity photograph on it, and is to be worn whenever at the Place of the Work.

6. ALCOHOL AND DRUGS

- .1 No alcoholic beverages or illegal drugs shall be brought, used, distributed, sold, or consumed at the Place of the Work.
- .2 The legal use of prescribed medication is permitted only if it does not affect an individual's capability to perform the essential function of their job effectively and in a safe manner that does not endanger other individuals in the Place of the Work.
- .3 The City retains the right to request that individuals leave the Place of The Work, if they are found in possession of alcoholic beverages or illegal substances, whether opened or unopened.
- .4 In the event of possession of illegal drugs or other illegal substances, the City reserves the right to report the matter to law enforcement authorities.

7. SMOKING

- .1 Smoking, including the use of electronic cigarettes or vapor products, shall be in designated areas and shall only occur outdoors.

8. MEDIA INQUIRIES, COMMENTS OR COMPLAINTS

- .1 The Contractor should refrain from responding to formal inquiries, media or social media comments, or complaints from third parties concerning the Work unless it falls within the scope of their designated responsibilities.
- .2 The Contractor should direct any inquiries, comments, or complaints to the City for appropriate coordination and response.

9. THEFT

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

10. CONSTRUCTION HOURS

- .1 Construction access hours shall be consistent with any regulations in effect in the municipality where the Place of Work is located.
- .2 Any necessity to work beyond standard construction access hours must be approved by the City in writing.

11. ROADWAYS

- .1 All speed limits and other traffic rules must be obeyed and access to roadways should not be impeded. Temporary fencing and signage installation shall be put in place when necessary. Parking shall be in designated areas only.
- .2 Proactive measures should be taken to mitigate any temporary blockages caused by equipment or materials, ensuring that emergency access routes always remain clear.

12. NOISE

- .1 Noise levels should be kept to a minimum at all times. Equipment that generates noise should be adequately dampened, silenced, and soundproofed.
- .2 Radio and cell phone volume shall be at the minimum volume which is consistent with the ability to operate the device.

13. ANIMALS

- .1 No dogs or other animals are permitted at the Place of Work without the written consent of the City.

14. CLEANLINESS

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

15. STORAGE

- .1 Storage shall be in designated storage areas only.

16. SECURITY

- .1 The Contractor shall be responsible for ensuring the security of the Place of the Work during access and for ensuring that locks are effective and secure. Security doors shall at all times remain closed and shall not be propped open, even for a short time.

17. ENVIRONMENTAL PROTECTION

- .1 The Contractor shall be responsible for providing goods and services that mitigate their impact on the environment. Essential environmental considerations include reduction of greenhouse gas emissions, improved energy efficiency, use of renewable resources, waste minimization, reduction of plastics and packaging and reduction of hazardous waste.

18. COMPLIANCE WITH LAWS

- .1 The Contractor is obligated to ensure that their business operations adhere strictly to the relevant laws, rules, and regulations of the jurisdiction of the Place of the Work.

19. ANTI-BRIBERY AND ANTI-CORRUPTION

- .1 The Contractor is required to adhere to all relevant laws and regulations relating to corruption, bribery, fraud, or other prohibited business practices.
- .2 Under no circumstances is it permissible for a Contractor to offer a bribe, kickback or unlawful payment or benefit to obtain concessions, contracts, or other favorable treatment.

20. CONFLICTS OF INTEREST

- .1 The Contractor must exercise reasonable care and diligence to prevent actions or circumstances that may lead to a conflict of interest or create a perception of such.
- .2 Contractors must refrain from seeking undue advantage or preferential treatment as a result of a conflict of interest.
- .3 Contractors are obligated to disclose to the City any actual, apparent or potential conflict of interest in a timely manner as they arise.

21. GIFTS AND ENTERTAINMENT

- .1 Gifts and entertainment should not be utilized by Contractors to secure improper advantage or preferential treatment.
- .2 Contractors are prohibited from offering or providing City employees with gifts, hospitality or other benefits that may have an actual, apparent or potential influence their impartiality in carrying out their official duties or that may place them under obligation to the Contractor.

22. CONFIDENTIAL INFORMATION

- .1 In the event that a Contractor obtains confidential information from the City during their interactions, the Contractor is obligated to use such information solely for the purposes specified by the City and handle it with due care.
- .2 Contractors are to implement policies and procedures ensuring the appropriate utilization and management of such confidential information, in compliance with relevant legal and regulatory requirements to prevent inappropriate access to and disclosure of such confidential information.
- .3 Contractors are required to inform the City promptly of any actual or suspected breaches of privacy or security, or incidents involving the unauthorized disclosure or loss of such information.

23. RESPONSIBLE TREATMENT OF INDIVIDUALS

- .1 Contractors are obligated to foster workplaces that uphold respect for the dignity of every individual. This includes respecting the diversity of their employees and others they engage with, including acknowledging differences in gender, race, color, age, disability, sexual orientation, ethnic origin, religion, and any other characteristic protected by applicable laws.

24. EMPLOYMENT PRACTICES

- .1 Contractors must abide by applicable employment standards, labor, non-discrimination regulations, and human rights legislation. Even in cases where laws may not explicitly prohibit discrimination, Contractors are expected to be committed principles of non-discrimination. Within the Place of the Work, Contractors must ensure the following:
 - .1 Forced or compulsory labor, as well as child labor, are not used.
 - .2 Employees are afforded the freedom to raise concerns without the threat of retaliation.
 - .3 Mandatory security screenings of personnel have been conducted as required.
 - .4 Employment standards meet or exceed legal and regulatory requirements.

25. ENFORCEMENT POLICY

- .1 The Contractor is required to confirm that they have thoroughly read and comprehend this **Code** as a condition of entering into an agreement with the City in provision of goods and services.
- .2 The Contractor must monitor each subcontract agreement under their purview and must ensure that it complies with this **Code**.
- .3 Conduct that is illegal, dishonest, or unethical constitutes a breach of this **Code**, whether or not the conduct is specifically addressed in this **Code**.
- .4 The Contractor is responsible for reporting any known or suspected violations of any applicable laws and/or any non-compliance with this **Code** to the City in a timely manner. Contractors must not permit retribution or retaliation against an individual who, in good faith, seeks advice or reports such a known or suspected violation.
- .5 The City reserves the right and may be obligated to report breaches of this **Code** to regulators and/or law enforcement authorities.
- .6 The Contract Agreement for the provision of goods and services may include clauses pertaining to specific topics outlined in this **Code**. In the event of any discrepancies or conflicts between the provisions of the Contract Agreement and those of this **Code**, the terms outlined in the **Code of Conduct** shall prevail.

26. ACKNOWLEDGEMENT

The Contractor acknowledges and agrees to abide by the terms and conditions of this **Code of Conduct**.

Executed this ____ day of _____, 20____ on behalf of:

_____ (Contractor's Name)

_____ (Contractor's Address)

_____ (Contractor's Representative - Signature)

_____ (Contractor's Representative Name and Position)

_____ (City of North Battleford Representative - Signature)

_____ (City of North Battleford Representative – Name and Position)

_____ (City of North Battleford Witness - Signature)

_____ (City of North Battleford Witness – Name and Position)

END OF SECTION

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GENERAL CONDITIONS

1. Contract Documents

- 1.1. The **Contract Documents** are complementary and what is required by anyone shall be as binding as if required by all.
- 1.2. If there is a conflict within the **Contract Documents**:
 - 1.2.1. the **Contractor** shall promptly notify the **Owner** of the conflict;
 - 1.2.2. the order of priority of documents, from highest to lowest, shall be:
 - Addenda (if any)
 - Supplementary Conditions
 - Section 00.01.10 - Instructions to Bidders
 - Section 00.34.00 – Contract Agreement
 - Section 00.67.00 – Definitions
 - Section 00.11.00 – Bid Form
 - Section 00.23.00 – Bid Security Requirements
 - Notice of Acceptance (Section 00.34.00)
 - Section 00.45.00 – General Conditions
 - Division 01 – General Requirements
 - Division 02 – Specifications
 - Drawings
 - 1.2.3. **Drawings** of larger scale shall govern over those of smaller scale of the same date;
 - 1.2.4. Dimensions shall not be scaled from **Drawings** under any circumstances. In the event the **Contractor** requires dimensions not shown on **Drawings**, **Contractor** shall request the required dimensions from the **Owner**; and
 - 1.2.5. Later dated documents shall govern over earlier dated documents of the same type.
- 1.3. Any work that may reasonably be inferred from the **Contract Documents** as being required to perform the **Work** shall form part of the **Work** and shall be performed by the **Contractor**, whether or not it is specifically called for, and shall include the supply of all materials, plant, labour, equipment necessary to complete the **Work**. The intent is that a complete project will be provided by the **Contractor**.
- 1.4. Reference to standard **Specifications**, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect on the date of the **Agreement**, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the **Contract Documents**) shall change the duties and responsibilities of the **Owner** or the **Contractor**, or any of their agents or employees from those set forth in the **Contract Documents**.

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

2. Supplemental Instructions

- 2.1. During the progress of the **Work**, the **Owner** shall furnish to the **Contractor** such supplemental instructions to supplement the **Contract Documents** as may be necessary, in the opinion of the **Owner**, to carry out the design concept for the **Project**. In giving such supplemental instructions, the **Owner** shall have authority to make minor changes in the **Work**, not inconsistent with the intent of the **Contract Documents**, and the **Work** shall be executed in conformity therewith.
- 2.2. Supplemental instructions may be in the form of **Specifications**, **Drawings**, samples, models or written instructions and shall not result in a change in the **Contract Price** or the **Contract Time**.

- 2.3. The **Contractor** shall work only from **Specifications** and **Drawings** approved for construction. Where revised **Specifications** and **Drawings** have been issued, the **Contractor** shall be responsible, at its own expense, for the correction of any errors in the **Work** made as the result of not working from current **Specifications** and **Drawings**

3. Copies Furnished

- 3.1. The **Contractor** shall be provided, without charge, with sufficient copies of **Specifications** and **Drawings** as are reasonably necessary for the performance of the **Work**.
- 3.2. All **Specifications, Drawings**, samples, models and other information furnished by the **Owner** shall be used only with respect to the **Work**, shall not be used on other work, shall not be copied or revised in any manner, and shall be returned to the **Owner**, on request, at the completion of the **Work**. Any samples or models furnished by the **Contractor** or the **Owner** are the property of the **Owner**.
- 3.3. The **Contractor** shall comply with the Electronic Data License attached as Attachment "C". The **Contractor** shall require all **Subcontractors** and **Suppliers** to execute and comply with the Electronic Data License.

4. Record Documents

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

5. Owner's Engineer Function During Construction

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

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

responsibilities and limitations of authority of the **Project** representatives, referred to in GC 5.3, shall be set forth in writing to the **Contractor** and the **Owner**.

- 5.12. The **Owner** shall receive and review any written warranties and related documents which the **Contractor** is required to provide pursuant to the terms of the **Contract** in order to determine if they are in general conformance with the **Contract Documents**.

6. Products and Employees

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

7. Office Facilities for the Owner's Engineer

- 7.1. Unless otherwise stipulated in the **Contract Documents**, the **Contractor** shall be responsible for providing a temporary weatherproof office for the **Owner's Engineer** during the performance of the **Work**. The office shall be separate from the **Contractor's** office and shall have minimum floor area of twenty (20) square metres; the **Contractor** shall provide a telephone, high speed internet connection, facsimile machine, electric light and reasonable heat and shall pay the rental and monthly rates for the use of such utilities, except that the **Contractor** shall not be required to pay long distance telephone or facsimile charges. The **Contractor** shall also supply writing desks, layout tables and chairs, shelves, and a cylinder lock with two (2) keys for the entrance door.

8. Assistance to the Owner's Engineer

- 8.1. The **Contractor** shall provide the **Owner's Engineer** with assistance and personnel, as required, to make any surveys and measurements on behalf of the **Owner**. Wherever possible, the **Contractor** shall make the same personnel available to the **Owner's Engineer** throughout the course of the **Work**.

- 8.2. The **Contractor** shall supply to the **Owner's** Engineer all lath, stakes, hubs, nails and spikes when required by the **Owner's** Engineer for the **Project**.

9. Minimum Standards

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

10. Scheduling and Delays

- 10.1. The **Owner** may establish a system for monitoring the planning and scheduling activities of the **Contractor** and all **Other Contractors** on the **Project** utilizing a **Project Schedule** which shall identify and allocate earliest expected starting and latest **Completion Dates** for each major design and construction activity. The **Project Schedule** may be revised from time to time by the **Owner**.
- 10.2. Within fifteen (15) **Days** from the date of the **Notice of Acceptance**, the **Contractor** shall submit to the **Owner** a detailed task by task work schedule for the construction of the **Work** within the framework of the **Project Schedule**. The **Owner** shall review the **Contractor's** work schedule for general compliance with the **Project Schedule** and may request adjustments thereto to arrive at a work schedule that will not delay or impact the work of **Other Contractors** or other **Project** activities. This detailed schedule shall be called the **Contract Work Schedule** and shall become an integral part of the **Project Schedule**.
- 10.3. Time is of the essence. The **Contractor** acknowledges that it is aware that any delay in completing the **Work** will result in delays and impacts to **Other Contractors** and the **Owner** in carrying out other portions of the **Work** of the **Project**. Such delays and impacts will extend the time and increase the cost required to complete the **Project** and will thereby affect the value of the **Work** to the **Owner**.
- 10.4. Should the **Contractor**, at any time, be of the opinion that it cannot meet the requirements of the **Contract Work Schedule**, the **Contractor** shall consult with the **Owner** to determine whether the **Contract Work Schedule** can be changed without affecting the **Project Schedule**. If, in the opinion of the **Owner**, changes can be made to the **Contract Work Schedule** without affecting the **Project Schedule**, these changes shall be made to establish a new **Contract Work Schedule**. Notwithstanding the foregoing, neither the **Contract Time** nor the **Completion Date** shall be adjusted except by way of a **Change Order** or **Change Directive**.
- 10.5. Subject to GC 10.4, if the **Contractor** does not maintain the progress necessary to comply with the **Contract** and the **Contract Work Schedule**, the **Owner**, in addition to those rights and remedies provided by law and under the **Contract Documents** (including those rights specifically set forth in GC 13) may, after consultation with the **Contractor**, order that the **Contractor** take such actions as the **Owner** deems necessary to maintain the progress required by the **Contract Documents** and the **Contract Work Schedule**, which actions may include, but shall not be limited to, the supply of additional labour, the provision of additional hours of work or the furnishing of additional plant, all at the **Contractor's** expense. Should

the **Contractor** fail to comply with such orders, the **Owner** shall have the right to employ the required labour and equipment and (except when making up time lost due to delays of the kinds referred to in GC 10.4) deduct the cost of same from any payment then or thereafter due the **Contractor** or collect liquidated damages and deduct same from any payment then or thereafter due to the **Contractor**.

- 10.6. If the **Contractor** is delayed or impacted in the performance of the **Work** by an **Excusable Event**, and provided always that the said event is not one for which an extension of the **Contract Time** is specifically excluded by the **Contract** then the **Contract Time** shall be extended for such reasonable time as the **Consultant** may recommend in consultation with the **Contractor** and the **Owner**. The **Contractor** waives any claim for compensation for costs incurred as a result of an **Excusable Event**. In no case will an act or omission of the **Contractor** or any person employed or engaged by the **Contractor**, either directly or indirectly, constitute an **Excusable Event**.
- 10.7. The **Contractor** waives any claim for an extension of **Contract Time** or compensation for costs incurred where the **Contractor** is delayed or impacted in the performance of the **Work** by a **Contractor Caused Event**. All **Contractor Caused Events** shall be events of default under the **Contract**.
- 10.8. If the **Contractor** is delayed or impacted in the performance of the **Work** by an **Owner Caused Event**, and provided always that the said event is not one for which an extension of the **Contract Time** or compensation is specifically excluded by the **Contract**, then the **Contract Time** shall be extended for such reasonable time as the **Owner** may recommend in consultation with the **Contractor**. The **Contractor** shall only be reimbursed for the reasonable direct out-of-pocket expenses incurred by the **Contractor** that are established to have been caused by the **Owner Caused Event**. The **Contractor** must provide supporting documentation for such costs, as required by the **Owner**, before compensation for any delays or impacts will be considered. The documentation must be presented promptly, and in any event, no later than ten (10) **Days** after **Substantial Performance of the Work**.
- 10.9. The **Contractor** waives any claim for extension of **Contract Time** or compensation for costs incurred as the result of an **Excusable Event** or an **Owner Caused Event** unless: (i) the **Contractor** submitted and updated the **Contract Work Schedule** as required by GC 10.2; and (ii) the **Contractor** provides a notice in writing of the claim to the **Owner** within fourteen (14) **Days** after the commencement of the delay or impact. A notice in writing shall describe the event, the date the delay or impact commenced, the anticipated duration of the delay or impact, the effect on the **Contract Time** and all steps taken or available to mitigate the delay or impact.
- 10.10. Any disruption or delay caused by one or more construction labour disputes, strikes and lock-outs, including, but not limited to, financial and jurisdictional disputes involving unionised and non unionised workers, on or related to the **Place of the Work**, shall be deemed to be a **Contractor Caused Event**, except for disputes, strikes and lock-outs caused by the **Owner**.
- 10.11. In the event of an **Excusable Event** or an **Owner Caused Event**, the **Owner** may, at its option, request the **Contractor**, in writing, to take steps to accelerate the **Work** rather than allow the **Contractor** an extension of the **Contract Time**. In this case, the **Owner's** request shall be dealt with in accordance with GC 23. In any event, the **Contractor** shall only be entitled to receive compensation for its actual out-of-pocket costs required to accelerate the **Work**.

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

11. Suspension of Work

- 11.1. In emergencies affecting the safety or protection of persons or the **Work** or property at the **Place of the Work** or adjacent thereto, the **Contractor**, without special instruction or authorization from the **Owner**, is obligated to act to prevent threatened damage, injury or loss. The **Contractor** shall give the **Owner** prompt written notice of any significant changes in the **Work** or deviations from the requirements of the **Contract Documents** caused thereby.
- 11.2. In the event of an emergency affecting the safety or protection of persons or the **Work** or property at the **Place of the Work** or adjacent thereto, the **Owner** may suspend the **Work** in whole or in part at any time by written notice to the **Contractor** stating the extent and effective date of such suspension; whereupon the **Contractor** shall suspend the **Work** to the extent specified and shall place no further orders or subcontracts relating thereto. During the

period of suspension, the **Contractor** shall protect and care for all **Work**, materials and equipment at the site or in the storage areas under its responsibility. The **Contractor** shall give the **Owner** copies of all outstanding orders and subcontracts for materials, equipment and services and shall take any action on such orders and subcontracts as may reasonably be required or as the **Owner** may direct. The **Work** shall be resumed by the **Contractor** within a mutually agreed upon period of time after the date of resumption fixed in a written notice from the **Owner** to the **Contractor**.

- 11.3. The **Contractor** shall be allowed an extension of the **Contract Time** for the delay or impact directly attributable to or resulting from any action taken by the **Contractor** under GC 11.1 or GC 11.2 or suspension by the **Owner**, provided that the emergency was due to causes beyond the **Contractor's** reasonable control and the **Contractor** makes a request therefor as provided in GC 10. Notwithstanding the foregoing, the **Contractor** waives any claims for damages on account of any such delay or impact, and agrees that its sole right and remedy in the case of any such delay or impact shall be an extension of the **Contract Time** as provided herein.
- 11.4. Unless otherwise determined by the **Owner** in its discretion, the **Contractor** shall not be entitled to claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken by the **Contractor** under GC 11.1 or any suspension of the **Work** pursuant to the provisions of GC 11.2.

12. Liquidated Damages

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

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

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

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

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

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

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

15. Subcontractors and Suppliers

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

- 15.5. The **Contractor** shall preserve and protect the rights of the parties under the **Contract** with respect to any of the **Work** to be performed under subcontract and shall:
- 15.5.1. enter into contracts or written agreements with **Subcontractors** and **Suppliers** to require them to perform their work in accordance with and subject to the terms and conditions of the **Contract Documents**;
 - 15.5.2. incorporate the terms and conditions of the **Contract Documents** into all contracts or agreements it enters into with **Subcontractors** and **Suppliers**; and
 - 15.5.3. be as fully responsible to the **Owner** for acts and omissions of **Subcontractors** and **Suppliers** and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the **Contractor**.
- 15.6. The **Owner** may, at its discretion, upon request from a **Subcontractor** and upon being apprised of the terms of the subcontract between a **Subcontractor** and the **Contractor**, provide to the **Subcontractor** information as to the percentage or quantity of the **Subcontractor's** work which has been certified for payment.
- 15.7. Nothing contained in the **Contract Documents** shall create a contractual relationship between a **Subcontractor** or **Supplier** and the **Owner**.
- 15.8. The **Contractor** shall comply and require that its **Subcontractors** and **Suppliers** comply with 00.34.02 – Contractor's Code of Conduct.

16. Other Contractors

- 16.1. The **Owner** reserves the right to let separate contracts in connection with the **Project** to **Other Contractors** or perform certain work by its own forces.
- 16.2. When separate contracts are awarded for different parts of the **Project**, or work is performed by the **Owner's** own forces the **Owner** shall require or provide insurance coverage to the same extent as is called for in GC 43; such insurance shall be coordinated with the insurance coverage of the **Contractor** as it affects the **Work**.
- 16.3. The **Contractor** shall not commit or permit any act which will interfere with the performance of the work of **Other Contractors** or the **Owner's** own forces and shall coordinate and connect, as specified or shown in the **Contract Documents**, the **Work** with such work so as not to hinder the progress or completion of such work.
- 16.4. The **Contractor** shall coordinate the work of all trades and **Other Contractors** and determine to what extent work specified in each section of the specifications is affected by work indicated elsewhere and make all necessary allowances for their integration. All additional work resulting from failure to make such determination shall be done at no cost to the **Owner**.
- 16.5. The **Contractor** shall report to the **Owner** any apparent deficiencies in the work of **Other Contractors** or the **Owner's** own forces which would affect the **Work** immediately as they come to its attention and shall confirm such report in writing. The **Contractor** waives any claim against the **Owner** arising out of, or relating to an apparent deficiency in the work of **Other Contractors** or the **Owner's** own forces unless the **Contractor** provides immediate notice thereof to the **Owner**.

- 16.6. The **Owner** and the **Contractor** shall take all reasonable precautions to avoid labour disputes or other disputes on the **Project** arising from the work of **Other Contractors** or the **Owner's** own forces.

17. Contract Price

- 17.1. The **Contract Price** shall be accepted by the **Contractor** as full compensation for everything furnished and done by the **Contractor** under the **Contract**, including:
- 17.1.1. all **Work**;
 - 17.1.2. all loss or damage arising out of the nature of the **Work**, the conditions of the **Place of the Work** and the action of the weather, elements, or any other unforeseen obstruction or difficulty encountered in the performance of the **Work**;
 - 17.1.3. all risks and obligations of every description connected with the **Work**;
 - 17.1.4. all expenses incurred by or in consequence of any delay or impact in the performance of the **Work**, or the suspension or discontinuance of the **Work** except as expressly excluded pursuant to GC 10; and
 - 17.1.5. completing the **Work** as provided in the **Contract**.
- 17.2. Except for items of **Work**, if any, for which the applicability of this GC 17.2 has been specifically excluded elsewhere in the **Contract**, the **Owner** and the **Contractor** shall adjust a rate or price contained in the **Contract**:
- 17.2.1. if the actual quantity of work executed under the item exceeds or falls short of the estimated quantity specified in the **Bid Form** by more than twenty percent (20%);
 - 17.2.2. if there is no off-setting adjustment with respect to the quantity of any other item of work;
 - 17.2.3. if, based on the actual quantity of work executed and the rate or price contained in the **Bid Form**, the extended amount of the item exceeds ten percent (10%) of the original **Contract Price**; and
 - 17.2.4. if **Owner**, in consultation with the **Contractor**, believes that the quantity variation requires an increase or decrease in the rate or price.
- 17.3. An adjusted rate or price made pursuant to GC 17.2, where the actual quantity of work executed under the item exceeds the estimated quantity specified in the **Bid Form** by more than twenty percent (20%), shall apply only to the quantity that is in excess of one hundred and twenty percent (120%).
- 17.4. An adjusted rate or price made pursuant to GC 17.2, where the actual quantity of work executed under the item falls short of the quantity specified in the **Bid Form** by more than twenty percent (20%), shall not exceed the rate or price that would cause the total amount paid for the item to exceed eighty percent (80%) of the product of the original rate or price contained in the **Bid Form** multiplied by the estimated quantity specified in the **Bid Form**.

- 17.5. The quantities of work performed shall be determined by the **Owner's** Engineer and such determinations shall be final and binding.

18. Taxes and Duties

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

19. Permits, Royalties, Laws and Rules

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

20. Cash Allowances

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

- 20.7. A schedule shall be prepared jointly by the **Owner** and the **Contractor** to show when items called for under cash allowances must be authorized by the **Owner** for ordering purposes so that the progress of the **Work** shall not be delayed.

21. Applications for Payment

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

22. Certificates for Payment

- 22.1. The **Owner's** Engineer shall issue a certificate for payment within ten (15) **Days** after receipt of an application for payment from the **Contractor** setting out the amount which the **Owner's** Engineer has determined, to the best of the **Owner's** Engineer's knowledge, information and belief, is properly due to the **Contractor** for the **Work** performed to date.
- 22.2. By issuing a certificate for payment, the **Owner** shall not thereby be deemed to represent that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the **Work** or that it has reviewed the construction means, methods, techniques, sequences or procedures or that it has made any examination to determine how or for what

purposes the **Contractor** or the **Subcontractors** have used the money paid on account of the **Contract Price**.

- 22.3. The **Contractor's** obligation to perform and complete the **Work** in accordance with the **Contract Documents** shall be absolute. Neither the recommendation or certification of any progress or final payment by the **Owner**, nor the issuance of any certificate for payment, nor any payment by the **Owner** to the **Contractor** under the **Contract Documents**, nor any use or occupancy of the **Work** or any part thereof by the **Owner**, nor any act of acceptance by the **Owner** nor any failure to do so, nor any correction of defective **Work** by the **Owner** shall constitute an acceptance of **Work** or **Products** which are not in accordance with the **Contract Documents** or a release of the **Contractor's** obligation to perform the **Work** in accordance with the **Contract Documents**.
- 22.4. The **Owner's** Engineer shall not certify any payment until the **Contract Work Schedule** required in GC 10.2, the evidence of insurance required by GC 43, and the **Contract Security** have been received by the **Owner**.

23. Changes in the Work

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

24. Valuation of Changes

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

- 24.2.1. for work to be completed by the **Contractor's** own forces, a mark-up on the actual cost of ten percent (10%) (five percent (5%) for overhead and five percent (5%) for profit);
 - 24.2.2. for work to be completed by the forces of a **Subcontractor** or **Supplier**, a mark-up on the actual cost of five percent (5%) for the **Contractor** and ten percent (10%) (five percent (5%) for overhead and five percent (5%) for profit) for the **Subcontractor** or **Supplier**; and
 - 24.2.3. for deleted work, no sums added or deleted for overhead and profit, and credit is to be for the actual cost of the deletion.
- 24.3. For the purposes of GC 24, "cost" is defined as including the following:
- 24.3.1. the **Contractor's** payments for labour and supervision directly participating in the **Work** at rates required by the applicable employment agreement or, in the absence of an agreement, at rates which are not higher than the standard paid in the locality of the **Work**;
 - 24.3.2. fringe benefits required by law or employment agreement incurred on account of payments made for such labour and supervision;
 - 24.3.3. invoiced costs of materials incorporated in the **Work** or consumed in the course of performance;
 - 24.3.4. reasonable rental value of construction plant, whether owned by the **Contractor** or rented from others, which is in addition to that required in order to perform other parts of the **Work**;
 - 24.3.5. transportation required for the proper execution of the **Work**;
 - 24.3.6. taxes on materials and plant;
 - 24.3.7. costs of required permits; and
 - 24.3.8. reasonable, substantiated payments for work required to be subcontracted.
- 24.4. Any discounts, refunds or rebates not reflected in the invoiced costs and any salvage value of reusable materials shall be subtracted when determining cost. All expenditures must be certified by the **Owner's** Engineer. The **Contractor** shall keep, in such form as the **Owner** may reasonably require, an accurate account of costs, together with all supporting documents, and the **Owner** shall have the right to audit same.
- 24.5. All items of cost which are not set forth in GC 24.3 shall be absorbed by the **Contractor** as part of the **Contract Price**. Without limiting the generality of the foregoing, reimbursement of costs to the **Contractor** shall not include any of the following:
- 24.5.1. salary of any person employed, during the execution of the **Work**, in the main office or in any regularly established branch office of the **Contractor**;
 - 24.5.2. overhead or general expenses of any kind, except as these may be expressly included in the above definition of cost;

- 24.5.3. cost of small tools;
 - 24.5.4. interest on capital employed in plant or for expenditures on the **Work**;
 - 24.5.5. depreciation;
 - 24.5.6. insurance; or
 - 24.5.7. **Contract Security**.
- 24.6. No payment on account of changes in the **Work** shall be made until the value thereof shall have been determined as herein provided and an application requesting payment of same processed in accordance with the provisions of GC 21.
- 24.7. If the valuation, measurement and adjustment to the **Contract Price** and/or the **Contract Time** cannot be promptly agreed upon, and the change is required to be proceeded with, then the **Owner's** Engineer shall determine the valuation, measurement and adjustment to the **Contract Price** and/or the **Contract Time** subject to the provisions of GC 45. In this case the **Owner's** Engineer shall issue a **Change Directive** setting out the valuation, measurement and adjustment to the **Contract Price** and/or the **Contract Time**.
- 24.8. The balance of the **Work** of the **Contractor** shall not be delayed pending agreement on resolution of the valuation of any change in the **Work**.

25. Contractor's Responsibilities

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

26. Safety and Protection of the Work and Property

- 26.1. The **Contractor** shall ensure compliance on its part and on the part of all the **Subcontractors** with the applicable Workers' Compensation and Occupational Health and Safety statutes and any regulations thereunder, in particular, the provisions of said statutes or regulations having to do with the prevention of accidents, the prevention of diseases and

the provision of safe working conditions, including proper sanitation and ventilation. The **Contractor** shall provide to the **Owner** evidence of such compliance with the requirements of the applicable Workers' Compensation and Occupational Health and Safety statutes and any regulations or orders thereunder, including payments due for Workers' Compensation Insurance.

- 26.2. In any case where, pursuant to the provisions of the Workers' Compensation or Occupational Health and Safety legislation, the appropriate board or authority orders the **Contractor** or one or more of the **Subcontractors**, in respect of their operations under the **Contract**, to cease operations because of failure to install or adopt safety devices or appliances directed by order of the said board or authority or required under said legislation, or because said board or authority is of the opinion that conditions of immediate danger exist that would be likely to result in injury to any person, the **Contractor** shall cease operations forthwith and shall ensure immediate compliance on its part and on the part of all the **Subcontractors** with such orders.
- 26.3. The **Contractor** is responsible for all site safety and shall be deemed to be the "Prime Contractor" for the purposes of all occupational health and safety regulations during the time period specified in Attachment "B", provided that the **Owner** can unilaterally amend Attachment "B" at any time and the **Contractor** shall not be entitled to an extension of time or compensation for costs incurred as a result of such amendment. Notwithstanding the foregoing, in the event that the **Owner** fails to designate a contractor as the "Prime Contractor" in Attachment "B", then the **Owner** may designate the **Contractor** as the "Prime Contractor" from the time that the **Owner** delivers to the **Contractor** written notice of such designation until such time as the **Owner** delivers to the **Contractor** written notice that another contractor has been appointed "Prime Contractor" and for any additional period(s) of time as the **Owner** may advise by written notice re-appointing the **Contractor** as the "Prime Contractor".
- 26.4. If the **Owner** is of the reasonable opinion that the **Contractor** has not taken such precautions as are necessary to ensure compliance with the requirements of GC 26.1, the **Owner** may take or order any remedial measures which it deems necessary, including suspending the performance of all or any portion of the **Work**, and the **Owner** may use the employees of itself, the **Contractor**, any **Subcontractor** or any **Other Contractor** to perform such remedial measures. The cost of any work suspension and of the performance of any remedial measures shall be borne by the **Contractor**.
- 26.5. The **Contractor** shall file any notices or any similar document (including, without limitation, a Notice of Project where applicable) required pursuant to the **Contract** or the **Safety Regulations**. This duty of the **Contractor** shall be considered to be included in the **Work** and no separate payment therefor shall be made to the **Contractor**.
- 26.6. Where the **Contractor** will not be the **Prime Contractor**, or during any period of time when the **Contractor** is not the **Prime Contractor**, the **Contractor**:
- 26.6.1. shall follow all reasonable directions issued by the Prime Contractor regarding compliance with the **Safety Regulations**; and
- 26.6.2. the **Contractor** waives any claim for an extension of **Contract Time** or compensation for costs incurred as a result of the **Contractor's** compliance with any directions referred to in GC 26.6.1.

- 26.7. Notwithstanding any agreement by the **Owner** to undertake some of the duties that would normally be undertaken by the **Prime Contractor** pursuant to the **Safety Regulations**, the **Owner** shall not be the **Prime Contractor** unless otherwise specifically agreed to in writing by the **Owner**.
- 26.8. Without in any way limiting the generality of the foregoing and except as otherwise provided, the **Contractor** shall comply fully with the following provisions:
- 26.8.1. the **Contractor** shall provide at least seventy-two (72) hours' written notice to all utility companies and property owners in the immediate vicinity of its operations prior to the commencement of construction and shall, if requested, co-operate, without additional cost to the **Owner**, with such parties in the protection, removal or relocation of their installations and property;
- 26.8.2. unless otherwise provided in the **Contract Documents**, the **Contractor** shall develop, maintain and supervise for the duration of the **Work** a comprehensive safety program that shall effectively incorporate and implement all required safety precautions. The program shall, as a minimum, respond fully to the **Safety Regulations** and general construction practices for the safety of persons or property, including without limitation any general safety rules and regulations of the **Owner** and any Workers' Compensation or Occupational Health and Safety statutes or regulations that may be applicable (e.g. WHMIS);
- 26.8.3. the **Contractor** shall provide a copy of its Certificate of Recognition in jurisdictions where this is applicable or otherwise provide a copy of the safety program described in GC 26.8.2 to the **Owner** prior to the commencement of the **Work** and shall, at all times during which the **Contractor** is the **Prime Contractor**, ensure, as far as it is reasonably practical to do so, that every employer and worker performing work in respect of the **Project** complies with such program;
- 26.8.4. the **Contractor** shall designate a safety officer who shall be qualified and authorized to supervise and enforce compliance with the safety program;
- 26.8.5. while the **Contractor** is the **Prime Contractor**, the **Contractor** shall arrange regular safety meetings at its expense. Such meetings shall occur no less frequently than once per week. The **Contractor** shall record the minutes of such meetings and maintain a complete file for review by the appropriate authorities;
- 26.8.6. at all times during which the **Contractor** is the **Prime Contractor**, the **Contractor** shall supply and maintain, at its own expense, at its office or other well-known place at the job site, safety equipment necessary to protect the workers and general public against accident or injury as prescribed by the governing authorities;
- 26.8.7. when the use of explosives is necessary for the performance of the **Work**, the **Contractor** shall observe the utmost care not to endanger life or property. The method of storing and handling explosives and highly flammable materials shall conform to all applicable statutes, bylaws and regulations and the **Contractor** shall be responsible for obtaining all required permits thereunder;
- 26.8.8. the **Contractor** shall perform all **Work** in a fire-safe manner. It shall comply with all applicable governmental requirements and, without limiting the generality of the

foregoing, shall supply and maintain adequate and proper fire-fighting equipment at the job site;

- 26.8.9. night work shall only be performed by the **Contractor** if permission is given beforehand by the appropriate authorities. When **Work** is carried out at night, the **Contractor** shall supply a sufficient number of electric or other approved lights to enable the **Work** to be done in a safe and satisfactory manner;
- 26.8.10. except as otherwise agreed to in the **Contract**, at all times during which the **Contractor** is the **Prime Contractor**, the **Contractor** shall supply and maintain all articles necessary for giving first-aid to any person who may be injured on the job site and shall establish an emergency procedure for the immediate removal of any injured person to a hospital or a doctor's care in accordance with the **Safety Regulations**;
- 26.8.11. the **Contractor** shall promptly report in writing to the **Prime Contractor** (with copies to the **Owner**) all accidents of any sort arising out of or in connection with the performance of the **Work** whether on or adjacent to the job site, giving full details and statements of witnesses and copies of all reports submitted to governmental authorities. If death or serious injuries or damages are caused, the accident shall be promptly reported by the **Contractor** to **Prime Contractor** by telephone or messenger (with written notice to the **Owner**) in addition to any reporting required under the **Safety Regulations** or any other applicable law; and
- 26.8.12. if a claim is made by anyone or an order is issued by a governmental authority against the **Contractor** or any **Subcontractor** on account of any incident or circumstance, the **Contractor** shall promptly report the facts in writing to the **Owner**, giving full details of the claim or order and a copy of any relevant document received by the **Contractor** in relation to same.
- 26.9. Should any of the **Work** cause interference with any existing public or private road, the **Contractor** shall provide and maintain necessary detour roads, shall post such signs, warnings and protection as may be required for public convenience and safety, and shall make good any damage caused by such interference.
- 26.10. The **Contractor** shall protect the **Work**, the **Owner's** property and the property adjacent to the **Place of the Work** from damage and shall make good at its own expense any damage which may arise as the result of its operations under the **Contract**, except damage which occurs solely as the result of:
- 26.10.1. errors in the **Contract Documents**, and/or
- 26.10.2. acts or omissions by the **Owner**, its agents, employees or **Other Contractors**.

27. Damages and Responsibility

- 27.1. If the **Owner** should suffer loss or damage in any manner because of any wrongful act or neglect of the **Contractor** or of anyone employed by it, then the **Contractor** shall reimburse them for such loss or damage. Claims pursuant to this GC shall be made in writing to the **Contractor** within a reasonable time after the first observance of such loss or damage and not later than thirty (30) **Days** after the date of final payment, except as expressly stipulated otherwise in the case of faulty **Work** or materials, and may be adjusted by agreement and

the **Contractor** shall thereupon be subrogated to the rights of the **Owner** in respect of such wrongful act or neglect if it be that of a third party.

- 27.2. Should the **Contractor** cause loss or damage to any **Other Contractor**, the **Contractor** agrees upon due notice to settle with such **Other Contractor** by negotiation or arbitration. If such **Other Contractor** sues the **Owner** on account of any loss or damage alleged to have been so sustained, the **Owner** shall notify the **Contractor** who shall defend such proceedings at the **Contractor's** expense and, if any final order or judgment against the **Owner** arises therefrom, the **Contractor** shall pay or satisfy it and pay all costs incurred by the **Owner**. If the **Contractor** becomes liable to pay or satisfy any final order or judgment against the **Owner**, the **Contractor** shall have the right, upon undertaking to indemnify the **Owner** against any and all liability for costs, to appeal in the name of the **Owner** such final order or judgment to any and all courts of competent jurisdiction.
- 27.3. The **Contractor** shall indemnify and hold harmless the **Owner** and their agents, employees and consultants from all claims, demands, losses, damages, costs, actions or proceedings of whatever nature arising out of the **Work** furnished by the **Contractor**, **Subcontractors** or **Suppliers** under the **Contract Documents**. If the **Contractor** becomes delinquent on any indebtedness which has become or may become a lien upon any property of the **Owner** or which may become a claim against the **Owner** or its property, then, upon the **Owner's** request, the **Contractor** shall immediately pay such indebtedness and cause such lien or claim to be discharged and removed at the **Contractor's** cost; failing which, the **Owner** may do so and deduct the cost thereof from any payments then or thereafter due to the **Contractor**. The **Owner** shall have the right to hold all sums due or to become due to the **Contractor**, without interest, until satisfactory evidence is furnished to the **Owner** that all liens and claims have been settled and released.

28. Indemnification

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

29. Infringement

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

30. Toxic and Hazardous Substances and Materials

- 30.1. The **Contractor** shall not cause, bring, permit or suffer to be brought any toxic or hazardous substances or materials onto the **Place of the Work** or any part thereof, except to the extent that such toxic or hazardous substances or materials are required by the **Contract Documents**.
- 30.2. Upon becoming aware of any toxic or hazardous substances or materials at the **Place of the Work**, the presence of which constitutes an offence or breach of the **Contract Documents** or any law, bylaw or regulation or is reportable under any law, bylaw or regulation relating to toxic or hazardous substances or materials and the protection of the environment, the **Contractor** shall promptly give written notice to the **Owner**, of the presence of such toxic or hazardous substances or materials, and:
- 30.2.1. comply with all lawful orders or reasonable requests from the **Owner**, or any government authority relating to such toxic or hazardous substances or materials;
- 30.2.2. where the toxic or hazardous substances or materials were introduced to the **Place of the Work** by the **Contractor**, any **Subcontractor**, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the **Contractor** shall, at its own cost, undertake and complete all removal and remedial actions necessary to contain, remove and clean-up such toxic or hazardous substances or materials to the reasonable satisfaction of the **Owner** and all appropriate regulatory authorities.
- 30.3. The **Contractor** shall indemnify and hold harmless the **Owner** and their directors, officers, employees, agents and consultants from and against all claims, demands, damages, losses, expenses, costs including legal fees, actions, suits or proceedings arising out of or resulting from exposure to, or the presence of, any toxic or hazardous substances or materials which were introduced to the **Place of the Work** by the **Contractor** any **Subcontractor**, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

31. Submittals

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

informed the **Owner** in writing of such deviation at the time of submission and the **Owner** has given written approval to the specific deviation; provided that any such review and approval by the **Owner** shall not relieve the **Contractor** from responsibility for errors or omissions in the **Submittals** themselves.

- 31.4. The **Contractor** shall make any corrections required by the **Owner** and shall resubmit the required number of corrected copies of **Submittals**. The **Contractor** shall direct specific attention in writing or on resubmitted **Submittals** to revisions other than the corrections requested by the **Owner** on previous submissions.
- 31.5. The **Owner** does not warrant or represent that the information in the **Submittal** is accurate or complete. The **Owner's** review does not relieve the **Contractor** of responsibility for errors or omissions in designs, including a **Submittal**, that are the **Contractor's** responsibility, and for conforming and correlating with all quantities and dimensions, performing the **Work**, selecting performance means and methods, coordinating with other parts of the **Work** and between **Subcontractors**, and performing the **Work** safely. Notwithstanding any review by the **Owner** and subject only to GC 31.3, the **Contractor** remains solely responsible for compliance with the **Contract Documents**.

32. Laying Out Work

- 32.1. Unless otherwise stipulated in the **Contract Documents**, all **Work** is to be laid out by the **Contractor**. This shall include but not be limited to batter boards, sight rails, stakes and marks, and bench marks as required.
- 32.2. The **Contractor** shall be responsible for the accuracy of the layout and preservation of bench marks, reference points and stakes; failing which, all costs to rectify same shall be for the **Contractor's** account.

33. Inspection of Work

- 33.1. The **Owner**, and their representatives shall, at all times, have access to the **Work** whenever it is in preparation or progress and the **Contractor** shall provide proper facilities for such access.
- 33.2. If the **Contract Documents**, the **Owner's** instructions, or the laws or ordinances of the **Place of the Work** require any work to be specially tested, inspected or approved, the **Contractor** shall give the **Owner** timely notice of readiness of the **Work** for all required tests, inspections or approvals. The **Contractor** shall arrange for tests, inspections or approvals by other authorities and shall give the **Owner** timely notice of the date and time. If the **Contractor** covers, or permits to be covered, **Work** that has been designated for special tests, inspections or approvals before such tests, inspections or approvals are made, given or completed, the **Contractor** shall, if so requested, uncover the **Work**, have the inspections or tests satisfactorily completed and correct such work at its own expense. The **Contractor** shall furnish promptly to the **Owner** two (2) copies of certificates and inspection reports relating to the **Work**.
- 33.3. Re-examination of questioned work may be ordered by the **Owner**. If such work is determined by the **Owner** to be in accordance with the requirements of the **Contract Documents**, the **Owner** shall pay the cost of re-examination and replacement. If such work is determined by the **Owner** to not be in accordance with the requirements of the **Contract**

Documents, the **Contractor** shall correct such work and shall pay the cost of re-examination and correction.

- 33.4. The **Contractor** shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the **Contract Documents** to be performed by the **Contractor**, or is designated by laws or ordinances applicable to the **Place of the Work**.
- 33.5. The **Contractor** shall pay the cost of samples required for any test or inspection to be performed by the **Owner** if such test or inspection is designated in the **Contract Documents**.
- 33.6. No obligation shall be imposed on the **Owner** by reason of any testing, inspection or approval made pursuant to GC 33, nor shall any failure to test, inspect or approve relieve the **Contractor** of responsibility for the **Work**.

34. Defective Work

- 34.1. The **Contractor** shall promptly correct any defective **Work** which has been rejected by the **Owner** as failing to conform to the **Contract Documents**, whether incorporated in the **Work** or not. Thereafter, the **Contractor** shall promptly correct any defective **Work** in accordance with the **Contract Documents** and without expense to the **Owner** and shall bear the expense of making good all work of **Other Contractors** destroyed or damaged by such correction.
- 34.2. If the **Contractor** does not correct such defective **Work** within the time fixed by written notice from the **Owner**, the **Owner** may have such defective **Work** corrected at the expense of the **Contractor**. If the **Contractor** does not pay the expense of such correction within five (5) **Days** after receipt of an invoice therefor, the **Owner** may, upon ten (10) **Days'** written notice, deduct from the **Contract Price** all expenses that should have been borne by the **Contractor**.
- 34.3. If, in the opinion of the **Owner**, it is not expedient to correct defective **Work**, the **Owner** may deduct from the **Contract Price** the difference in value between the **Work** as done and that called for by the **Contract Documents**, the amount of which shall be determined by the **Owner**. Any reduction of payment to the **Contractor** under GC 34 shall in no way relieve the **Contractor** from its obligations pursuant to the **Contract**.

35. Completion

- 35.1. When the **Contractor** believes that it has achieved **Substantial Performance of the Work**, in accordance with the **Contract Documents**, the **Contractor** shall prepare and submit to the **Owner** a comprehensive list of items to be corrected or completed and apply for a review by the **Owner** to establish interim completion of the **Work**. Failure to include an item on the list does not alter the responsibility of the **Contractor** to complete the **Contract**. The **Owner** shall, in evaluating whether **Substantial Performance of the Work** has been achieved, determine the amount of **Work** that has been performed by determining the total value of the **Work** by adding all approved **Change Orders** and **Change Directives** to the **Contract Price** (the "Amended Contract Price") and then subtracting the value of the **Work** that is defective or deficient with the net amount being the "Work Performed". The percent performed shall be the ratio of the Work Performed to the Amended Contract Price multiplied by one hundred (100).

- 35.2. No later than ten (10) **Days** after the receipt of the **Contractor's** list and application, the **Owner** shall review the **Work** to verify the validity of the application, and no later than seven (7) **Days** after completing the review, shall notify the **Contractor** whether the **Contractor** has achieved **Substantial Performance of the Work**. When the **Owner** finds that **Substantial Performance of the Work** has been reached, the **Owner** shall issue an **Interim Certificate of Completion**. If the **Owner** determines that **Substantial Performance of the Work** has not been achieved, the **Contractor** shall perform the work required to achieve **Substantial Performance of the Work** and thereafter provide the **Owner** with another application for an **Interim Certificate of Completion**. This process shall be repeated until an **Interim Certificate of Completion** is issued in accordance with GC 35.2. Additional costs, if any, incurred by the **Owner** for processing any second or subsequent application shall be borne by the **Contractor**, shall be due on demand, and may be deducted and retained by the **Owner** from any payment then or thereafter due to the **Contractor** under this **Contract**.
- 35.3. The **Owner** shall state the date of **Substantial Performance of the Work** in the **Interim Certificate of Completion**.
- 35.4. Immediately following the issuance of the **Interim Certificate of Completion**, the **Contractor**, in consultation with the **Owner** shall establish a reasonable date for finishing the **Work**.
- 35.5. Concurrently with the issuance of the **Interim Certificate of Completion**, the **Owner** shall prepare a written list of items of the **Work** to be corrected and/or completed that were apparent to it in its inspection and assessment of the **Work**. The issuance of this list does not relieve the **Contractor** from its obligation to correct and/or complete all defects and deficiencies in the performance of the **Contract** as provided for in GC 35. In addition to the monies to be held back in accordance with Clause 4 of the **Agreement**, the **Owner** may hold back monies equal to two (2) times the cost, as estimated by the **Owner**, to correct and/or complete the items appearing in the said list from the net payment to be made following the issuance of the **Interim Certificate of Completion**. As defects and deficiencies on the **Owner's** list are remedied, the holdback monies corresponding to such defects and deficiencies shall be released to the **Contractor**. If the **Contractor** should fail to correct and/or complete such items within a reasonable time, the **Owner** may use the monies held back for defects and deficiencies to correct and/or complete such items.
- 35.6. When the **Contractor** has corrected and/or completed all defects and deficiencies required to fully complete the **Work** in accordance with the **Contract Documents**, the **Contractor** shall prepare and submit to the **Owner** a request for a **Final Certificate of Completion**. The **Owner** shall have ten (10) **Days** from receipt of the **Contractor's** application to review the **Work** and accept or reject the **Contractor's** application for a **Final Certificate of Completion**. If the **Owner** accepts that a **Final Certificate of Completion** should be issued, the **Owner** shall issue the **Final Certificate of Completion**.
- 35.7. Correction and/or completion of defective and/or deficient **Work** noted at the time of issuing the **Interim Certificate of Completion** shall be done promptly and within a reasonable time. When such items have not been corrected or completed within a reasonable time, especially within the **Warranty Period**, the **Warranty Period** shall be extended, at no additional cost to the **Owner**, so as to commence at such time when such defective and/or deficient **Work** is completed.
- 35.8. If the **Owner** determines that a **Final Certificate of Completion** should not be issued, the **Contractor** shall perform the work required to fully complete the **Work** in accordance with

the **Contract Documents** and thereafter provide the **Owner** with another application for a **Final Certificate of Completion**. This process shall be repeated until a **Final Certificate of Completion** is issued in accordance with GC 35.6. Additional costs, if any, incurred by the **Owner** for processing any second or subsequent application shall be borne by the **Contractor**, shall be due on demand, and may be deducted and retained by the **Owner** from any payment then or thereafter due to the **Contractor** under this **Contract**.

- 35.9. The acceptance by the **Contractor** of the **Final Certificate of Completion** or of any payment due thereunder shall constitute a warranty by the **Contractor** to the **Owner** that the **Work** has been performed in accordance with the **Contract Documents** and a waiver of all claims against the **Owner**, whether in contract, tort or otherwise (including without limitation claims for or relating to breach of contract, breach of warranty, fundamental breach, negligence, misrepresentation and strict liability), except those made in writing prior to the date of the **Final Certificate of Completion** and still unsettled, if any, and those relating to any **Substantial Defects** in the **Work** which the **Contractor** is required to correct following the expiration of the **Warranty Period** as described in GC 36.5.2.

36. Warranty

- 36.1. Without restricting any warranty or guarantee either made by the **Contractor** or implied by law, the **Contractor** shall, at its own expense, promptly correct any defective **Work** that is observed or discovered prior to the expiration of the **Warranty Period**, whether or not such defects could have been observed or discovered during construction, and the **Contractor** shall promptly pay for any damage resulting from such defects. Any certificate issued pursuant to the **Contract** shall not relieve the **Contractor** from this responsibility.
- 36.2. The **Owner** shall give notice of any defect within a reasonable time of observing such defect. The **Contractor** shall correct all defective **Work** within fifteen (15) **Days** of receipt of written notice from the **Owner** or such time as the **Owner** determines is reasonable for the remediation.
- 36.3. Should the **Contractor** fail to proceed with the correction of such defective **Work** within fifteen (15) **Days** from the date of notice from the **Owner** to do so, the **Owner** may, after giving an additional fifteen (15) **Days'** notice to the **Contractor**, take all necessary steps to have the work done by another contractor and the costs of, and incidental to, the doing of the said work shall be paid by the **Contractor**. At the **Owner's** option, such costs, together with the damages resulting from such defects, may be deducted from any monies then or thereafter due and payable to the **Contractor** under the **Contract**, or the **Owner** may recover the same from the **Contractor** and its sureties as monies paid for and on behalf of the **Contractor** at its request. The **Owner** shall decide the necessity and extent of the correction and the nature thereof.
- 36.4. The correction of all defects shall be executed at such time as is convenient to the **Owner**. This may entail overtime work on the part of the **Contractor**. Additional charges for overtime work in this regard shall be borne by the **Contractor**. Prior to the expiry of the **Warranty Period**, the **Owner** reserves the right to carry out an inspection of the **Work**. The **Contractor** shall be required to correct the defective **Work** identified by the **Owner**.
- 36.5. Notwithstanding the expiration of the **Warranty Period** or the issuance of any certificate, the **Contractor** shall:

- 36.5.1. not be relieved of its responsibility for correcting any defects in the **Work** of which notice has been given to the **Contractor** prior to the expiration of the **Warranty Period** and which remain uncorrected; and
- 36.5.2. be responsible for correcting, at its own expense, any **Substantial Defects** which were neither observed nor discovered prior to the expiration of the **Warranty Period**.
- 36.5.3. Notwithstanding the provisions of GC 36, if any statute or bylaw of the Province, Municipality, County or other applicable jurisdiction where the **Work** is being performed creates a more extended liability for defective materials or workmanship, then the provisions of such statute or bylaw shall apply.
- 36.5.4. The **Contractor** shall assign to the **Owner** the benefit of all guarantees and warranties for all **Products** and other parts of the **Work** used or incorporated in the **Work** and shall ensure such assignment is also effected by all **Subcontractors, Suppliers** or consultants from whom the same have been obtained. Thereafter, as reasonably required by the **Owner**, the **Contractor** shall make, do, execute, and deliver such instruments in writing as may be necessary or desirable to assure the enforceability of such guarantees and warranties.
- 36.6. The **Owner** shall have the right to assign all guarantees and warranties to a new owner or owners and the **Contractor** shall make, do, execute, and deliver such instruments in writing as may be necessary or desirable to assure the enforceability of such assignment. The **Contractor** shall make all reasonable efforts to promptly correct any defects in the **Work** and fulfil its warranty obligations in order to ensure that the **Owner's** reputation is not adversely affected.
- 36.7. Correction of defective **Work** shall be done promptly and within a reasonable time. When such items have not been corrected within a reasonable time, especially within the **Warranty Period**, the **Warranty Period** shall be extended, at no additional cost to the **Owner**, so as to commence at such time when such defective **Work** is corrected.
- 36.8. Nothing in this **Contract** shall be deemed to limit any rights of the **Owner** to sue the **Contractor** either at law or in equity on any cause of action arising out of its performance of or failure to perform the terms of this **Contract**, or to claim damages, contribution or indemnity from the **Contractor** or any other person under the terms of this **Contract**.

37. Use of Premises

- 37.1. The **Contractor** shall confine its operations and the storage of materials to limits indicated by laws, ordinances or permits and as permitted by the **Owner** and shall not unreasonably encumber the **Place of the Work** with its materials. The **Contractor** shall not load, or permit to be loaded, any part of the **Work** with a weight that will endanger its safety. The **Contractor** shall enforce all regulations and requirements regarding signs, advertisements, fires and smoking.

38. Responsibility Regarding Existing Utilities and Structures

- 38.1. Excavation in the vicinity of existing structures and utilities shall be carefully performed by the **Contractor**, and any utilities which cross an excavation must be properly supported or

shored to prevent settlement. Where trenching is to be done under existing utilities, such utilities shall be shored before excavation commences and shoring shall be left in place.

- 38.2. The existence, location and elevation of underground utilities and/or concealed structures are not guaranteed by the **Owner** and, notwithstanding any other provision in the **Contract Documents** but subject to GC 38.5, the **Contractor** shall be responsible for determining the existence, location and elevation of all sewer, water and gas mains, services or lines, electric light, power or telephone conduits, or other such structures or utilities, and shall pay for any service supplied by the gas, waterworks, sewer, electric light, power or telephone company or department. The **Contractor** shall be responsible for notifying the appropriate company, department, or person(s) of its intention to carry out its operations.
- 38.3. Prior to commencing any excavation, the **Contractor** shall deposit with the **Owner** a letter or letters from the appropriate authority of the utility or utilities involved stating that the **Contractor** has made satisfactory arrangements with the appropriate utility company(ies) for the location, protection and inspection of the utility involved.
- 38.4. Subject to the provisions of GC 38.5, the **Contractor** shall indemnify and save harmless the **Owner** against damages for consequential loss and against any claim made against the **Owner** by the owner of any main, line, conduit or other such structure or utility referred to in GC 38.2 for any loss or damage in respect of third party claims, or which may be suffered by any such owner because of damage to any such main, line, conduit or other structure or utility, in any way caused by the operations of the **Contractor**, a **Subcontractor** or **Supplier** or anyone for whom they may be responsible.
- 38.5. If the **Contractor** discovers conditions at the **Place of the Work** which are:
- 38.5.1. subsurface or otherwise concealed physical conditions which existed before the commencement of the **Work** and which differ materially from those indicated in the **Contract Documents**; or
- 38.5.2. physical conditions of a nature which differ materially from those ordinarily found to exist and generally recognised as inherent in construction activities of the character provided for in the **Contract Documents**;

then the **Contractor** shall notify the **Owner** in writing before the conditions are disturbed and in no event later than five (5) **Days** after first observance of the conditions. The **Owner** shall promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the **Contractor's** cost or time to perform the **Work**, the **Owner**, shall issue appropriate instructions for a change in the **Work** as provided in GC 23. If the **Owner** 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 **Owner** shall report the reasons for such finding to the **Contractor** in writing.

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

- 38.7. Nothing in GC 38 hereof shall relieve the **Contractor** from the responsibility to conduct its own examination of the **Place of the Work** and the **Work**, as provided in GC 38.6.
- 38.8. No claims for additional compensation, or for an extension of **Contract Time**, shall be allowed if the **Contractor** fails to give notice to the **Owner**, as required by GC 38.5.

39. Use of Completed Portions

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

40. Temporary Facilities and Temporary Loadings

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

41. Cleaning Up

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

42. Cutting and Fitting

- 42.1. The **Contractor** shall perform all cutting, fitting and remedial work required to make the affected parts of the **Work** come together properly and to integrate the **Work** with the work of **Other Contractors**, the **Owner's** own forces or work performed by utility service companies.

The **Contractor** shall coordinate the **Work** to ensure that such cutting, fitting and remedial work are kept to a minimum.

- 42.2. Any cost caused by a failure to properly coordinate the **Work** shall be borne by the **Contractor**.
- 42.3. The **Contractor** shall not endanger the **Work** or the work of others by cutting, digging or otherwise and shall not cut or alter existing work except with the written consent of the **Owner**.
- 42.4. Cutting and remedial work shall be performed by specialists familiar with the materials affected and shall be performed in a manner to neither damage nor endanger the **Work** or the work of others.

43. 43. Insurance

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

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

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

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

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

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

43.1.3. **Aircraft and Watercraft Liability Insurance:** Aircraft and Watercraft Liability Insurance covering owned or non-owned aircraft and watercraft if used directly or indirectly in the performance of the **Work**, including use of additional premises, shall be subject to limits of not less than five million dollars (\$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 five million dollars (\$5,000,000) for Aircraft Passenger Hazard. Such insurance shall be in a form acceptable to the **Owner**. The policies shall be endorsed to provide the **Owner** with not less than thirty (30) **Days'** written notice in advance of any cancellation, change or amendment restricting coverage.

43.1.4. Property and Boiler and Machinery Insurance:

43.1.4.1. "Broad form" Property Insurance shall be in the joint names of the **Contractor**, and the **Owner**, with **all Subcontractors** as additional insureds, insuring not less than the sum of the amount of 1.1 times the **Contract Price** and the full value, as stated in the **General Requirements** or elsewhere in the **Contract Documents**, of **Products** and design services that are specified to be provided by the **Owner** for incorporation into the **Work** with a deductible not exceeding five thousand dollars (\$5,000). Subject to satisfactory proof of financial capability by the Contractor, the Owner may agree to increase the deductible amounts. The insurance coverage and the form of insurance shall be at least equal to the latest edition of IBC Form 4042, including the latest edition of the relevant CCDC endorsement form (excluding flood and earthquake), and shall be maintained continuously until ten (10) **Days** after the date of the **Final Certificate of Completion**.

43.1.4.2. Boiler and Machinery Insurance shall be in the joint names of the **Contractor** and the **Owner**, with **all Subcontractors** as additional insureds, insuring not less than the replacement value of permanent or temporary boilers, pressure vessels and other insurable objects forming part of the **Work**. The insurance coverage and the form of insurance shall be at least equal to the latest edition of the "Comprehensive Boiler and Machinery Form" and shall be maintained continuously from commencement of use or operation of the property insured until ten (10) **Days** after the date of the **Final Certificate of Completion**.

43.1.4.3. The policies shall allow for partial or total use or occupancy of the **Work**. If because of such use or occupancy the **Contractor** is unable to provide coverage, the **Owner**, upon written notice from the **Contractor** and prior to such use or occupancy, shall assume the responsibility to provide, maintain and pay for Property and Boiler and Machinery Insurance insuring the full value of the **Work**, as in GC 43.1.4.1 and GC 43.1.4.2, in the forms mentioned therein, including coverage for such use or

occupancy, and the **Contractor** shall refund to the **Owner** the unearned premiums applicable to the **Contractor's** policies upon termination of coverage.

43.1.4.4. The policies shall provide that, in the event of a loss or damage, payment shall be made to the **Owner** and the **Contractor** as their respective interests may appear. The **Contractor** shall act on behalf of the **Owner** and itself for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the **Contractor** shall, at the option of the **Owner**, proceed to restore the **Work**. Loss or damage shall not affect the rights and obligations of either party under the **Contract** except that the **Contractor** shall be entitled to such reasonable extension of the **Contract Time** as the **Owner** may decide in accordance with GC 10.

43.1.4.5. The **Contractor** shall be entitled to receive from the payments made by the insurers the amount of the **Contractor's** interest in the restoration of the **Work**. In addition, the **Contractor** shall be entitled to receive from the **Owner** (in addition to the amount due under the **Contract**) the amount at which the **Owner's** interest in the restoration of the **Work** has been appraised, such amount to be paid as the restoration of the **Work** proceeds and in accordance with the requirements of GC 21 and GC 22.

43.1.4.6. In the case of loss or damage to the **Work** arising from the work of an **Other Contractor**, or the **Owner's** own forces, the **Owner**, in accordance with the **Owner's** obligations under GC 16.2, shall pay the **Contractor** the cost of restoring the **Work** as the restoration of the **Work** proceeds and in accordance with the requirements of GC 21 and GC 22.

43.1.5. **Contractor's Equipment Insurance:** "Broad form" Contractor's Equipment Insurance covering construction machinery and equipment owned or rented and used by the **Contractor** and/or **Subcontractors** for the performance of the **Work**, shall be in a form acceptable to the **Owner** and shall not allow subrogation claims by the insurer against the **Owner**. The policies shall be endorsed to provide the **Owner** with not less than thirty (30) **Days'** written notice in advance of any cancellation, change or amendment restricting coverage. Subject to satisfactory proof of financial capability by the Contractor for self-insurance, the **Owner** may agree to waive the equipment insurance requirement.

43.1.6. **General Insurance Provisions:**

43.1.6.1. The **Contractor** shall be responsible for deductible amounts under each of the insurance policies mentioned in GC 43.1.

43.1.6.2. Unless specified otherwise, the duration of each policy shall be from the date of commencement of the **Work** until the date of the **Final Certificate of Completion**.

43.1.6.3. The **Contractor** shall provide the **Owner** with proof of insurance prior to commencement of the **Work** and, if requested by the **Owner**, shall promptly provide the **Owner** with a certified true copy of each policy exclusive of information pertaining to premium or premium bases used by

the insurer to determine the cost of the insurance. The **Contractor** shall obtain and comply with all of the **Owner's** and the insurers' requirements, including, but not limited to, allowable classes of vessels, maximum value concentrations, reports and claims handling procedures.

43.1.6.4. If the **Contractor** fails to provide or maintain insurance as required hereunder or elsewhere in the Contract **Documents**, then the **Owner** shall have the right to provide and maintain such insurance and give evidence thereof to the **Contractor** and the **Consultant**. The cost thereof shall be payable by the **Contractor** to the **Owner** on demand or the **Owner** may deduct such amount from monies which are due or may become due to the **Contractor**.

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

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

43.2.1. Asbestos;

43.2.2. Cyber Risk;

43.2.3. Mould; or

43.2.4. Terrorism.

44. Contract Security

44.1. The **Contractor** shall furnish **Contract Security** in the form of a Performance Bond in an amount equal to at least fifty percent (50%) of the **Contract Price** as security for the faithful performance of the **Contract**, including the corrections after completion provided for in GC 35 and GC 36, and the payment of all obligations arising under the **Contract**.

44.2. The **Contractor** shall also furnish **Contract Security** in the form of a Labour and Materials Payment Bond in an amount equal to at least fifty percent (50%) of the **Contract Price** as security for the payment of all labour and material used or reasonably required in the performance of the **Contract**.

44.3. The bonds mentioned in GC 44.1 and GC 44.2 shall be originals issued by a duly licensed surety authorized to transact a business of suretyship in the jurisdiction of the **Place of the Work** and shall be maintained in good standing until the date of the expiry of the **Warranty Period**. Unless otherwise specified in the **Contract Documents**, the form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

45. Disputes

45.1. Differences between the parties to the **Contract** as to the interpretation, application or administration of the **Contract** or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by decision of the **Owner** pursuant to the provisions of GC 5.6, shall be settled in accordance with the requirements of GC 45.

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

46. Assignment

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

47. Miscellaneous

- 47.1. Title to the **Work** and all portions thereof during and after construction, together with all **Products** on the **Place of the Work**, are vested in the **Owner**.
- 47.2. The **Contractor** shall check all **Contract Documents** before commencing the **Work** to ensure all issues related to dimensions, and to applicable municipal or other local, provincial and/or national codes, regulations and detailing are correct and understandable.
- 47.3. The **Contractor** shall ensure that all rights and privileges presently accorded adjacent properties are maintained.
- 47.4. To provide for occupancy by one or more occupants or the **Owner** prior to completion and final acceptance of the entire **Work** as provided above, the **Contractor** shall make available the use of such services reasonably required for occupant or **Owner's** occupancy including, but not limited to, elevators, heating, ventilation, cooling, water, lighting, security, power, and telephone for the space or spaces to be occupied, and the **Owner** shall be required to pay for its reasonable share of such services. The occupancy or use of such space or spaces shall not constitute the **Owner's** acceptance of any work, materials, or equipment which are not in accordance with the requirements of the **Contract Documents**, nor relieve the **Contractor** from its obligations to complete the **Work**, or from any other unfulfilled obligations or responsibilities under the **Contract Documents**.
- 47.5. The **Contractor** shall, after partial occupancy, permit no disruption to any necessary utilities or other services to such occupied areas and shall schedule and organize its work to minimize any disruptions or unpleasant conditions that might affect access to, or the comfort of persons occupying such space.
- 47.6. If any article, section or subsection of this **Contract** or any portion thereof is determined to be indefinite, invalid, illegal or otherwise void, voidable or unenforceable, then it shall automatically be severed from this **Contract** and the balance of this **Contract** shall continue in full force and effect.
- 47.7. This **Contract** can be amended or added to only by a written agreement executed by both the **Owner** and the **Contractor** in accordance with the **Contract Documents**.
- 47.8. This **Contract** sets forth the entire agreement between the **Owner** and **Contractor** and contain all of the representations, warranties, terms, conditions, provisos, covenants, undertakings and conditions agreed upon by them with reference to the subject matter hereof. All other representations, warranties, terms, conditions, provisos, covenants, understandings and agreements, whether oral or written (including without limitation any letter of intent between the parties), are waived and are superseded by this **Contract**.

Attachment “A” – Final Release and Indemnity

(referenced in s.4.1.3.5 of Part IV – Agreement)

DATE: _____

TO: _____ (the “Owner”)

FROM: _____ (the “Contractor”)

RE: _____ (the “Project”)

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

_____ (\$ _____)
_____ (\$ _____)

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

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

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

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

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

The **Contractor** acknowledges that the facts in respect of which this Final Release and Indemnity is made may prove to be other than or different from the facts which the **Contractor** at the present time understand to be true, and the **Contractor** agrees that this Final Release and Indemnity shall be in all respects enforceable and not subject to termination, rescission or variation if its present understanding of said facts is incorrect.

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

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

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

Authorized Signatory

**Attachment “B” – Prime Contractor Designation
(referenced in GC 26.3)**

Identity of Prime Contractor	Date From	Date To

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

ATTENTION: THE ELECTRONICALLY OR DIGITALLY STORED INFORMATION (THE “DATA”) ACCOMPANYING THIS LICENSE IS PROVIDED TO YOU (“LICENSEE”) SUBJECT TO THE TERMS AND CONDITIONS SET OUT BELOW. IF YOU DO NOT AGREE WITH SUCH TERMS AND CONDITIONS, RETURN ANY AND ALL DATA AND DISKS RECEIVED BY YOU CONTAINING THE DATE AND DELETE ALL DATA FROM YOUR COMPUTER SYSTEM.

THIS LICENSE SHOULD BE REVIEWED AND RENEWED ANNUALLY IF INTENDED FOR MULTIPLE PROJECTS.

Contract Name (or description of projects if multiple projects):

_____ (the “Project”)

Project Numbers: _____

1. Use and Disclosure of Data: Licensee acknowledges that the Data has been prepared by the City of North Battleford (the “Owner”) in connection with the Contract/Project, details of which are known to the Licensee. Licensee is hereby granted a non-exclusive right to and licence to use, disclose and reproduce the Data, provided that such use, disclosure and reproduction is solely for the purpose of the Contract/Project. Licensee shall not use, permit the use of, disclose or reproduce any of the Data for the construction of another project or work, or in any way amend, alter or revise the Data, without first obtaining written consent of Owner, and without limitation to the foregoing, all reproductions shall include notice of this restriction. Licensee shall be responsible for ensuring compliance with this License by other persons or legal entities to whom the Data has been disclosed by or through Licensee directly or indirectly. Licensee shall be liable to Owner for damages arising directly or indirectly from a breach of this license.

2. Disclaimer: Unless Licensee and Owner agree otherwise in writing, Licensee acknowledges and agrees that the Data is provided to Licensee for Licensee’s convenience and reference, and that the Owner makes no guarantees, representations or warranties, whether express or implied, as to the Data or as to any results to be intended to be achieved from use of the Data, including the possibility of any errors in the Data arising in the course of transmission of the Data. Licensee agrees that it will notify Owner of any discrepancies or inconsistencies in the Data before proceeding to use the Data. Without limitation to the foregoing, Owner shall have no responsibility for any loss or damage suffered by Licensee or others resulting from any unauthorised use or modification of the Data.

3. Termination of License: Licensee’s right and license to use, disclose and reproduce the Data may be immediately terminated at any time upon written notice from the Owner, whereupon Licensee shall return to Owner all Data and all media containing the Data and Licensee shall ensure that the Data is erased from all memories of Licensee’s computers or information storage devices and from all memories of computers or information storage devices belonging to other persons or legal entities to whom the Data has been disclosed by or through Licensee directly or indirectly and that no residual copies of any part of the Data is retained by any of them. At the request of Owner, Licensee will provide a certificate of a senior officer certifying Licensee’s compliance with this clause.

Signed this ____ day of _____, 20__

LICENSEE: _____

Authorized Representative

SUPPLEMENTARY CONDITIONS

1. SCOPE

- 1.1. The work done under this Contract shall include the furnishing of all materials, plant, equipment, tools, supplies, temporary lighting and heating, transportation, labor and superintendence necessary for the construction of the work as herein specified and as shown on the drawings.

2. UNITS

- 2.1. The SI (metric) system of units, is used on the drawings and throughout this specification. The SI system shall be the sole basis for measurement, layout, and all associated work under this Contract. The Owner's interpretation of SI, as set forth in CAN 3-Z-234.1 "Metric Practice Guide" and CAN 3-Z-234.2 "The International System of Units", shall govern.

3. STANDARDS AND SPECIFICATIONS

- 3.1. Where standards and specifications are referred to, the reference shall be to their latest issue.

4. EXTRA WORK

- 4.1. Pursuant to Article 23 and 24 of the General Conditions (00.45.00), when extra work is to be performed, under written order by the Owner, the amount to be paid shall be determined as follows:
 - 4.1.1. The Contractor shall be reimbursed for all costs incurred in doing the work, and shall receive an additional payment of 15% of such cost to cover his indirect overhead costs and profit.
 - 4.1.2. The term "cost" shall cover all payroll charges for men employed and supervision required under the specific order, including allowances for Workers' Compensation, insurance and holiday allowance; the invoiced cost of all material supplies required, rental of power-driven plant at the rates and under the terms specified in the current issue of the "Equipment Rental Rates" of the Department of Highways and Transportation of the Province of Saskatchewan; and any other costs incurred by the Contractor as a direct result of executing the order, if previously approved by the Owner.

5. WARRANTY AND MAINTENANCE

- 5.1. The Contractor shall be responsible for faulty materials and workmanship for the period stated in 5.2 of these Supplementary Conditions. The warranty period will start from the date of the Interim Certificate of Completion in accordance with Article 35 of General Conditions (00.45.00). The Contractor shall also be responsible for maintenance or corrections which develop as a direct result of faulty materials and workmanship.
- 5.2. Warranty Periods according to scope:
 - 5.2.1. Grading Work, Drainage Ditches – 2 Years

- 5.2.2. Sidewalks, Walks, Curb & Gutters, and Catch Basins – 2 Years
 - 5.2.3. Paved Roads, Paved Lanes and Paved Walkways – 2 Years
 - 5.2.4. Watermains, Sanitary and Sewer Mains and Lot Services – 2 Years
 - 5.2.5. Any other items of work not specifically stated above – 2 Years
 - 5.3. The warranty period will commence upon completion of the work in each construction season providing conditions outlined in Article 35 are met to the satisfaction of the Owner.
 - 5.4. The term "Maintenance" as used in these specifications does not include operation of the system or rectification of problems arising out of system operation, failure of Public Utilities, general wear and tear on operational equipment, tools, structures, and appurtenances or failures resulting from work performed by others. Continuous regrading and cleaning up streets, rights-of- way and other working areas necessitated by the use of such areas by others, weather conditions and other factors beyond the Contractor's control shall be considered as operational hazards not maintenance.
- 6. SAFETY AND PROTECTION OF THE WORK AND PROPERTY**
- 6.1. Refer to Article 26 Safety and Protection of the Work and Property of General Conditions (00.45.00).
 - 6.2. For The purposes of this project, the Contractor is assigned the role of Prime Contractor for the Work Site and is responsible for ensuring compliance with the Occupational Health and Safety Act and Occupational Health and Safety Regulations by all employers and employees on the Work Site. Contractor must also comply with the City of North Battleford Safety policies, practices and procedures.
- 7. SALVAGED MATERIAL**
- 7.1. All salvaged material is the property of the Owner and shall be removed from the work site to a location designated by the Owner.
- 8. OFFICE FACILITIES**
- 8.1. Further to Article 7 of the General Conditions of the Contract, the Contractor will not be required to provide Office Facilities for the Owner's Engineer.
- 9. COMMENCEMENT OF WORK**
- 9.1. The Contractor shall commence work on the site within 10 days of the Notice of Award of the contract and so indicate on his schedule of work to be submitted in accordance with the contract documents.
- 10. APPLICATIONS FOR PAYMENT**
- 10.1. The Contractor is required to make applications for payment in the form of invoices segregated by project number. Invoices may be submitted monthly or immediately after completion of a project's scope.

- 10.2. The Owner's Engineer will measure the work performed to this date and provide a payment certificate to the Contractor no later than 15 days afterwards.
- 10.3. If, because of climatic or other conditions reasonably beyond the Contractor's control, there are items of work which cannot readily be completed, the payment for the work which has been completed shall not be delayed on account thereof, but the Owner may withhold a sufficient and reasonable sum in addition to the Builder's Lien Act holdback, as will adequately protect the Owner.

11. LAYING OUT WORK

- 11.1. The Contractor shall set grades and layout work in detail from the base points and markers established by the Owner.
- 11.2. The Contractor shall supply devices such as straight edges and templates required to facilitate Owner's inspection of work.
- 11.3. The Contractor, upon entering the site for the purposes of beginning work, shall locate all reference base points and markers, and take all necessary precautions to prevent their destruction.
- 11.4. The Contractor shall pay all restoration charges for damaged legal or engineering survey layout, stakes, markers, etc.
- 11.5. Before commencing work, the Contractor shall satisfy himself as to the meaning and correctness of all base points and markers.

12. COMPLETION AND WARRANTY

- 12.1. For the duration of the warranty period, the Contractor shall:
 - 12.1.1. be responsible for faulty material and/or workmanship, for maintenance and corrections which are a direct result of faulty material and/or workmanship.
 - 12.1.2. maintain the constructed works in complete repair for a period of one year from the date of the Owner's Interim Certificate of Completion.
- 12.2. After due notification in writing to the Contractor, the Owner may proceed with correction of a fault at the expense of the Contractor and his Surety. In emergency situations, endangering life or public property, the Owner shall proceed with repairs and thereupon advise the Contractor of the failure, and resulting costs shall be paid by the Contractor.

13. EXISTING UTILITIES AND STRUCTURES

- 13.1. The location and elevation of existing underground utilities is compiled from records, but is not guaranteed. Notwithstanding any other provision, the Contractor shall be responsible for determining at his expense the actual location and elevation of all sewer, water and gas mains or lines, electric light, power, telephone or telecommunications, conduits, or other such structures or utilities whether or not shown on the plans. The Contractor shall be responsible for notifying the respective utility at least forty-eight (48) hours in advance of his intention to carry out operations in the vicinity of the said utility and, if required, shall pay for any service supplied for locating of these utilities.

- 13.2. Where existing utilities or other street improvements are found to be within the limits of the work, the Owner shall be notified. The Contractor shall then proceed as directed by the Owner or the respective utility corporation.
- 13.3. If the proposed work can be altered to avoid the conflict with the existing utility and if the Owner so orders, the Contractor shall supply all labour and material required to change his work to conform to the new alignment. No extra payment will be made for this work and no extra allowance shall be made to the Contractor for any loss of time involved.
- 13.4. When traversing beneath existing utilities they must be supported as approved by the owner of the utility. Prior to backfilling the trench, the suspended utility must be supported from below with well-tamped gravel bedding supplied, placed and paid for by the Contractor to the approval of the owner of the utility.
- 13.5. When it becomes necessary to disrupt services, the persons to be affected and the Owner shall be given due and reasonable notice of such interference by the Contractor. An Owner's representative shall attend to opening and closing of all water valves necessitated by this construction. At least 48 hours' notice shall be given to the City of the need of such waterworks labour. The Contractor will be responsible for determining the location of all connections that traverse the site of the work and the Owner will provide all available information on such connections upon request.
- 13.6. All costs incurred for disruption of service and for repair of surface and/or underground utilities damaged by the Contractor's operation shall be the Contractor's responsibility. Maintenance of existing utilities and structures repaired or supported are the responsibility of the Contractor for the duration of the maintenance period.
- 13.7. The Contractor shall take precautions to protect existing sidewalks and curbs from damage as a result of his operations. Where it is necessary for equipment to work on or cross existing sidewalks, the Contractor shall carefully place planks or mats on the sidewalk.
- 13.8. No sidewalk or curb shall be removed by the Contractor without the approval of the Owner.
- 13.9. The Contractor shall sign and demark all excavations to ensure the safety of the public.
- 13.10. When a utility is exposed during construction, the Contractor shall immediately inform the owner of the utility, and provide for the inspection of the utility by its owner prior to backfilling.

END OF SECTION

LIST OF DRAWINGS

1. Project No. 198326 – Thatcher Avenue

Drawing Number	Drawing Title	Rev.
24-UPAR-C4-198326-100	Thatcher Avenue – Segment 1	00
24-UPAR-C4-198326-101	Thatcher Avenue – Segment 2	00
24-UPAR-C4-198326-102	Thatcher Avenue – Segment 3	00
24-UPAR-C4-198326-103	Thatcher Avenue – Segment 4	00

2. Project No. 198326 – Marquis Avenue & Holstein Street

Drawing Number	Drawing Title	Rev.
24-UPAR-C4-198326-200	Holstein Street	00
24-UPAR-C4-198326-201	Marquis Avenue – Segment 1	00
24-UPAR-C4-198326-202	Marquis Avenue – Segment 2	00
24-UPAR-C4-198326-203	Marquis Avenue – Segment 3	00
24-UPAR-C4-198326-204	Marquis Avenue – Segment 4	00

END OF SECTION