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Request for Proposal

UNIVERSAL WATER METERING PROGRAM

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1.0 Request for Proposal

1.1 Introduction

1.1.1 CITY OBJECTIVES

The City of Grand Forks is issuing this Request for Proposal (RFP) in order to solicit innovative and competitive Proponents interested in the City's Universal Water Metering Program. The City intends to select a preferred Proponent who, in the City's unfettered discretion and best judgement, submits a complete proposal meeting the City's objectives and criteria to the greatest extent possible.

The City's objectives for the Project are as follows:

- .1 To support the City's water conservation efforts;
- .2 To consult and engage the public and inform them of the purpose and operations of water meters;
- .3 To provide exemplary local customer service, public relations and education programs addressing responses to customer concerns, questions and complaints, including an response plan for handling emergency issues (i.e. broken service inside a house);
- .4 To complete this Universal Water Metering Program within the total budgeted amount of \$1,000,000 and to have the work substantially performed by June 30th, 2015 and totally performed by 60 Working Days after that date.
- .5 To provide accurate data that will enable the City of Grand Forks to manage its water systems more effectively;
- .6 To develop an information database from which the City can accurately determine appropriate water rates for consumers;
- .7 To minimize time required for implementation of the Universal Water Metering Program;
- .8 To produce water use billing documents to inform water users of their current water usage;
- .9 To provide a comparison of water usage versus water produced to assist the City with determining the condition of the existing water distribution system; and
- .10 To have the Successful Proponent:
 - supply and install the proposed water meters and mobile network system;
 - provide training to City staff on meter reading and software;
 - provide public information and customer care regarding the proposed water meter installations; and
 - integrate the water meter system with the City's existing Municipal Accounting & Information System



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Proponents are encouraged to demonstrate innovative ideas and approaches within their Proposal submissions or, alternatively, to suggest potential modifications to the terms and conditions of the RFP, such as:

- Incentive programs for City customers that encourage expeditious installation of metering equipment; or
- Alternative Measurement and Payment criteria and classifications from those listed in this RFP.

1.2 Request for Proposal Definitions

- .1 **“City”** means the City of Grand Forks.
- .2 **“City Council”** means the elected municipal Council of the City of Grand Forks.
- .3 **“City’s Representative”** means the City’s Manager of Development and Engineering or any of her/his representatives including Urban Systems or appointed staff.
- .4 **“Contractor”** means the Successful Proponent, their employees, subcontractors or agents.
- .5 **“Contract Agreement”** means the agreement(s) to be entered into by the City and the Successful Proponent whereby the Successful Proponent agrees to undertake the work required to successfully complete the Project.
- .6 **“Labour and Materials Payment Bond”** means the labour and materials payment bond satisfying the requirements established in this Request for Proposal
- .7 **“Owner”** means the person, firm or corporation identified as such in the proposal, the agreement, and other contract documents, and includes any authorized representative of the owner.
- .8 **“Performance Bond”** means a comprehensive performance and payment bond or bonds in relation to the obligations of the Successful Proponent and which is described in and otherwise satisfies the requirements of this RFP.
- .9 **“Person”** means an individual, corporation, partnership, consortium, joint venture, trust, agency or department and the heirs, executors, legal representatives or administrators of an individual.
- .10 **“Project”** means the Universal Water Metering Program
- .11 **“Proponents”** means those invited to submit on this Request For Proposal
- .12 **“Proposal”** means the firm, binding and irrevocable proposal submitted by a Proponent in response to this Request For Proposal, in the form and containing the content required by this Request For Proposal.
- .13 **“RFP”** means this Request for Proposals, as may be amended, supplemented or modified from time to time by the City.
- .14 **“Schedule of Prices”** means an estimated itemised list of items required for installation indicating how the Successful Proponent will be paid; this includes quantities, unit prices, and item descriptions.



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- .15 **“Security”** means collectively, the Security Bonds and all other security which the Successful Proponent is obliged to provide pursuant to this RFP to secure its obligations to the City including all agreements ancillary thereto.
- .16 **“Submission Closing Time and Date”** means the date(s) specified in General Condition GC 1.4.2 of the Request for Proposal.
- .17 **“Successful Proponent”** means the Proponent who has submitted a Proposal which has been selected by the City in accordance with this Request For Proposal.
- .18 **“Surety”** means a Person who has provided a Performance Bond, Labour and Materials Payment Bond, and/or other Security in accordance with this Request For Proposal and/or any ancillary agreements thereto.

1.3 Project Definition

1.3.1 LOCATION

The City of Grand Forks is a rural British Columbia community with a population of approximately 4,000 residents. Grand Forks is located in the Boundary region of the Province. Figure 1 in Appendix E provides greater detail on the location of the City within the Province. Figures 2 and 3 in Appendix E also provide information on land use throughout the community and the extent of the City's water distribution network.

1.3.2 UNIVERSAL WATER METERING PROGRAM DESCRIPTION

The Universal Water Metering Program consists of:

- .1 System Supply and Implementation including:
 - Supply and installation of approximately 2,000 residential water meters;
 - Capability to read individual meter data from a mobile vehicle;
 - Supply and installation of software capable of downloading data read from individual meters, able to prepare water consumption billings to individual consumers and containing water use management compatible with the Vadim software currently used by the City; and
 - Training of City staff in the use, maintenance and repair of the water meters and application of associated computer hardware and software.
- .2 Public Care and Education
 - Locally focused customer relations program including a local phone number and local contact person, customer service training for installation staff, communication and emergency response plans; and
 - Customer education, experience and information program.
 - The City will be responsible for the following components of the Project:
 - Financing for the Universal Water Metering Program;



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- Ownership of the meters following installation;
- Quality assurance inspections of the meter installations whereas the Successful Proponent will be responsible for all quality control;
- Meter reading, customer billings and data management; and
- Supplying a database identifying properties requiring meter installations.

1.4 Instructions to Proponents

1.4.1 PROPOSAL SUBMISSION

Proposals shall be delivered to the City in accordance with the instructions set out herein.

1.4.2 SUBMISSION CLOSING TIME AND DATE

The Submission Closing Time and Date for the **Technical Proposal is 2:00:00 PM, April 3rd 2014.**

The Submission and Closing Time and Date for the **Price Proposal is 2:00:00 PM, April 8th 2014.**

Proposals submitted after the respective Submission Closing Time and Date will not be accepted and will be returned unopened to the sender.

1.4.3 LOCATION FOR SUBMISSION

Proposals shall be submitted to the following location:

City of Grand Forks
Attention: Diane Heinrich, Corporate Officer
Email: dheinrich@grandforks.ca
6641 Industrial Park Way
Grand Forks, BC V0H 1H0

1.4.4 ELECTRONIC SUBMISSIONS

Complete electronic transmissions of the Technical Proposal are to be provided in PDF format, with hard (paper) copies to follow, as per Section 1.4.5 of this RFP. The City will take no responsibility for electronic submissions that do not reach the location for submissions noted in Section 1.4.3 above prior to the Submission Closing Time and Date for the Technical Proposal.

Email submissions of the Price Proposal shall not be sent in an electronic form. Price Proposals must be sent in a paper version. Price Proposals sent in electronic form may result in grounds for disqualification of the Proponent's Proposal.



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1.4.5 PAPER COPIES

Three (3) bound paper copies of the Technical Proposal must be received by the City prior to 2:00 pm local time, April 3rd, 2014.

Three (3) bound paper copies of the Price Proposal must be received by the Submission Closing Time and Date noted in Section 1.4.2 above for the Price Proposal.

1.4.6 PROPONENT'S REPRESENTATIVE

Each Proponent is required to designate, within three days of receiving this RFP, one individual who shall represent the Proponent and to whom any additional information deemed relevant to this RFP may be communicated.

1.4.7 RIGHT TO CANCEL RFP AND RIGHT TO ACCEPT PROPOSALS

The City is entitled to cancel this RFP at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of that cancellation. Cancellation of the RFP shall be by issuance of an addendum addressed to all Proponents.

In considering any responses delivered in response to this RFP, the City (including through the City's Representative) reserves the absolute and unfettered discretion to:

- accept or reject any Proposal that fails to comply with the requirements set out in this RFP for the content of Proposals;
- assess Proposals as it sees fit, without in any way being obliged to select any Proposal or Proponent;
- assess and select Proposals as it sees fit without being obliged in any way to select the Proposal that offers the lowest price or cost;
- determine whether any Proposal or Proposals satisfactorily meet the selection criteria set out in this RFP;
- require clarification, after the dates and times set out above, from any one or more of the Proponents in respect of Proposals submitted;
- communicate with, meet with or negotiate with any one or more of the Proponents respecting their Proposals or any aspects of the Universal Water Metering Program; or
- reject any or all Proposals with or without cause, whether according to the selection criteria set out above or otherwise.

Each Proponent is solely responsible for the risk and cost of preparing and submitting its Proposal in response to this RFP and neither the City nor its officials, employees or consultants (including the City's Representative) are liable for the cost of doing so or obliged to remunerate or reimburse any Proponent for that cost.



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By submitting its Proposal to the City, each Proponent represents and warrants to the City that the information in its Proposal is accurate and complete.

This RFP does not impose on the City any duty of fairness or natural justice to any or all respondents with respect to this RFP or to the process it creates. The City is entitled to act in its sole, absolute and unfettered discretion.

1.4.8 CHANGES TO THE REQUEST FOR PROPOSALS

Any changes or revisions to this RFP will be issued to all Proponents, in writing, as a formal addendum to the RFP.

Prior to the Submission Closing Time and Date, the City may modify any provision or part of the RFP at any time upon notice in writing to the Proponents, if a reasonable time is allowed by the City for the Proponents to respond to such modifications including, without limitation, the opportunity to make any necessary changes to their respective Proposals.

1.4.9 CLARIFICATION OF PROPOSALS

The City reserves the right to request that each Proponent clarify or make changes to its Proposal. The City may choose to meet with some or all of the Proponents to discuss aspects of their Proposals. The City may require Proponents to submit supplementary documentation clarifying any matters contained in their Proposals or the City may prepare a written interpretation of any aspect of a Proposal and seek the respective Proponents acknowledgement of that interpretation.

The supplementary documentation accepted by the City and written interpretations which have been acknowledged by the relevant Proponents shall be considered to form part of the Proposals received from those Proponents.

The City is not obliged to seek clarification from any Proponent with regard to any aspect of their Proposal.

1.4.10 INQUIRIES

All requests for clarification or inquiries concerning this RFP should be forwarded by email no later than March 27th, 2014 at 4:00 pm, local time, to the City's Representative:

Urban Systems Ltd.
Attention: Scott Shepherd, BA, AScT
Email: sshepherd@urbansystems.ca

Responses to all requests for clarification will be provided by the City in writing to the persons identified as the Proponent's representative.



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Responses to all inquiries where the inquiry does not amount to a clarification will be provided by the City in writing only to the Proponent making the inquiry. (E.g. inquiry as to whether proprietary technology proposed to be used by the Proponent is acceptable to the City).

1.4.11 AMENDMENTS TO PROPOSALS BEFORE SUBMISSION DATE

A Proponent is entitled to amend its Proposal at any time prior to the Submission Closing Time and Date.

1.4.12 WITHDRAWAL OF PROPOSAL

The Proponent may withdraw their proposal at any time prior to the Submission Closing Date and Time.

1.4.13 INCOMPLETE PROPOSALS

The City reserves the right to reject any Proposal whether or not completed properly and whether or not it contains all the required information. Without prejudice to this right, the City may request clarification where any Proponent's intent is unclear and may waive or request amendment where, in the opinion of the City, there is a minor irregularity or omission in the information that is to be submitted in a Proposal.

1.4.14 MISLEADING OR FALSE INFORMATION

If the City determines that a Proposal contains false or misleading information, the City is entitled to reject that Proposal at any time as being invalid.

1.4.15 NO CONTRACTUAL OBLIGATIONS

The RFP is solely a Request for Proposals. It is not an invitation for tenders, an offer to contract, or an invitation for offers capable of acceptance to create a contract. No contractual or other legal obligations or relations between the City and any other person can or will be created except in a written contract executed by authorized signatories of the City.

1.4.16 SCHEDULE

The following dates are tentative and are subject to change without penalty to the City provided that all Proponents are given written notice of the change:

- Submission Closing Date and Time for Technical Proposal: April 3rd, 2:00:00 pm local time
- Submission Closing Date and Time for Price Proposal: April 8th, 2:00:00 pm Local time
- Notification of Selected Proponent: In accordance with City of Grand Forks Purchasing Policy
- Commencement of Installation No Later than June 1, 2014
- Substantial Performance June 30th, 2015
- Total Performance: 60 Working Days following Substantial Performance



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1.4.17 CITY CONFIDENTIALITY OF PROPOSALS

The City is subject to the Freedom of Information and Protection of Privacy Act. That Act creates a right of access to records in the custody or under control of the City, subject to the specific exceptions in that right set out in the Act. The City will receive all Proposals submitted in response to this RFP in confidence. Because of the right of access to information created by that Act, the City does not guarantee that information contained in any Proposals will remain confidential if a request for access in respect of any Proposal is made under the Act.

Proponents are required to keep their Proposals confidential and must not disclose their Proposals or information contained in them, to anyone else without the prior written consent of the City.

1.4.18 PROPRIETARY INFORMATION

If a Proponent considers that any part of its Proposal is proprietary, including by reason of its being copyright, the Proposal must clearly identify those portions that are considered proprietary.

1.4.19 WAIVER AND ALLOCATION OF RISK

The City accepts no responsibility or liability for the accuracy or completeness of this RFP (including schedules or appendices to it) or of any recorded or oral information communicated or made available for inspection by the City (including through the City's Representative or any other individual) and no representation or warranty, either express or implied, is made or given by the City with respect to the accuracy or completeness of any of those things. The sole risk, responsibility and liability connected with reliance by any Proponent or any other person on this RFP or any other such information as is described in this paragraph is solely that of each Proponent. Each Proponent acknowledges and agrees that it is solely responsible for obtaining its own independent financial, legal, accounting, engineering, and other advice with respect to the contents of this RFP or any such information as described in this paragraph. Each Proponent who submits a Proposal to the City is deemed to have released the City from, and waived, any action, cause of action, claim, liability, demand, loss, damage, cost or expense, of every kind, in any way connected with or arising out of the contents of this RFP or any such information as is described in this paragraph. Each Proponent who submits a Proposal is deemed to have agreed that it is solely responsible and liable to ensure that it has obtained and considered all information necessary to enable it to understand the requirements of this RFP, and of the Universal Water Metering Program, and to prepare its Proposal.

1.4.20 LEGISLATION, REGULATIONS, BY-LAWS AND CODES

Each Proponent and/or any Person acting under its direction, must identify and comply with all laws, regulations, by-laws, rules and codes relating to the Universal Water Metering Program imposed by any governmental authority. This will include compliance with the regulatory and approval requirements of the Government of Canada, the Province of British Columbia and the City of Grand Forks.

1.4.21 PROPONENTS RESPONSIBILITY FOR DUE DILIGENCE



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It is each Proponent's responsibility to ensure that it has all necessary information concerning the intent and requirements of this RFP and the Universal Water Metering Program.

Each Proponent is solely responsible for the examination and review of all documents and information provided or required hereunder, for satisfying itself as to the nature of the Universal Water Metering Program, the general and local conditions to be encountered in the implementation of the Universal Water Metering Program and all other matters which may in any way affect the Universal Water Metering Program or the cost or time required to complete the Universal Water Metering Program.

1.5 Quality Control/Quality Assurance, Risk Management and Loss Prevention Plan

The Successful Proponent will be responsible for all quality control.

Each Proponent shall provide an integrated quality control/quality assurance, risk management and loss prevention plan for the supply, installation, inspection, testing and customer service components of the Universal Water Metering Program. The plan is to outline the scope of the activities, the level of resources to be committed and the associated responsibilities in sufficient detail to enable the City to assess the plan.

1.6 Public Engagement Plan

The Proponent must ensure that its Proposal contains a plan for public engagement and provides resources to inform the public about the water metering program and installation process.

1.6.1 INFORMATION BROCHURES

Information brochures are required to be delivered to each property owner. Each brochure should include the following items:

City objectives of the program (text to be provided by the City):

- Contractor identification;
- Introduction to water meters and their components;
- Details of how the meters will be read, including what type and form of information is to be collected;
- Typical water meter installation process and timeline;
- Details and explanation about the meter installation location;
- Contact information, including a 24 hour local phone line number, for questions, comments, scheduling, or complaints by the public; and
- Frequently asked questions with appropriate answers and clarifications.



Information can also be distributed to the public through these methods:

- Displaying a poster at City Hall;
- A Public Service Announcement – an email to most residents; and/or
- The City's Website.

1.6.2 PUBLIC OPEN HOUSE

An open house event is required to be advertised and hosted for the public by the Successful Proponent prior to proceeding with any water meter installations. The open house will provide an introduction of the Universal Water Metering Program to residents and property owners.

- Advertising of the event must be held one week in advance of the Public Open House date;
- The event will address all the items required for the Information Brochures;
- Knowledgeable staff employed by the Successful Proponent must attend the event such that public's questions can be answered; and
- Information Brochures must be available for handout at the Public Open House.

1.7 Universal Water Metering Program Management Plan

Each Proponent must provide in their Proposal a detailed Project for the supply and installation of water meters and mobile network meter reading technology. This plan shall include as a minimum:

1.7.1 CUSTOMER SERVICE PLAN

A detailed Management Plan for responding to customer inquiries and complaints related to the Project. In addition, each Proponent must outline the type of customer service training that their staff will complete and for which they will receive the appropriate certification (i.e. Super Host).

1.7.2 EMERGENCY RESPONSE PLAN

A detailed emergency response and communications plan for responding to emergencies (i.e. broken water service inside the residence) related to the installation of the water meters.

1.7.3 SCHEDULE

A Project schedule showing major tasks, time frames, and all personnel involved. The schedule should include the proposed sequence of installation by geographic areas within the City and proposed number of installation crews, including details about the crew size.

The Proponent should also provide details on how they intend to ensure Substantial Performance and Total Performance is achieved by the required dates.



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1.7.4 PROGRESS REPORTS

A sample progress report of the type to be provided to the City's Representative throughout the course of the Project. The document must address the items outlined in Specifications Section 1.7.2. Reference Appendix B.

1.7.5 UNIQUE CIRCUMSTANCES

A discussion of how the Proponent intends to address the following situations:

- Extensive plumbing changes necessary to accommodate meter installation;
- Carpentry modifications required in finished basements necessary to accommodate the meter enclosure; and
- Other situations that the Proponent has encountered in similar Universal Water Metering Programs.

1.7.6 PROVISION OF CITY SERVICES

A list of any City services which it requires the City to provide. Such a list might include:

- Location of curb stops for service shutoff, where required;
- Names and addresses of all City water utility customers including the Proponents preferred format for this list; and
- Other items the Proponent deems necessary.

1.7.7 LONG TERM SUPPORT

A plan that outlines the services that can be provided for long term technical support of the water meter system, including both hardware and software support. Annual costs for support must be provided.

1.7.8 REFERENCES

Proponents shall include references from municipalities that have experience, over an extended period of time, with the proposed meter manufacturer. References must address long term performance of the proposed make and model of the meter and must speak to experience with the meter installation program completed within their municipality. Contact names and phone numbers should be included.

1.8 The Proposal

1.8.1 PROPOSAL CLARITY

Proposals shall be well organized and written in a concise, clear, complete and legible manner to enable the evaluation team to obtain a clear understanding of the Proponent's capabilities and the qualities of the Proposal.



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1.8.2 *FORMAT AND CONTENT*

Proponents shall use the following proposal submission process, as follows:

The Technical Proposal – Envelope 1

Technical Proposals may be submitted in a format of the Proponent's choice provided that they meet all of the requirements of the RFP. Proponents are encouraged to use the following format to facilitate comparison and evaluation of the Proposals:

- Letters of Transmittal signed by the principals of the firm(s) included in the Proponent's Project team
- Table of Contents
- List of Figures
- Executive Summary
- Proponent identification – Description of member firms and proposed legal structure and relationship of firms
- Statement of Proponent qualifications and experience
- Quality control / Quality assurance, risk management and loss prevention plan
- Public engagement plan
- Project Program management plan
- Long term technical support

The Price Proposal- Envelope 2

In the second sealed envelope, the Proponent shall provide one (1) complete copy of the Schedule of Prices applicable to this Proposal.

1.9 Evaluation

The Technical Proposals submitted in response to this RFP will be evaluated by the City based on the Request for Proposal Scoring Guide provided in Appendix A. Once all Technical Proposals are evaluated, the envelope (Envelope 2) from the Proponent with the Technical Proposal deemed most advantageous to the City will be opened and the City will then evaluate the merits of that Price Proposal in the context of the City's budget for the Project. In the event that the Price Proposal exceeds the City's budget for the Project, then the City and the Proponent shall enter into negotiations with the objective of reaching an agreement that is mutually beneficial and acceptable to both parties.



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2.0 Schedule of Prices

See Appendix C for the Schedule of Quantities to be included in the Price Proposal.

Proponents may wish to identify suggested additions or modifications to the Price Proposal for consideration by the City. Such suggestions are to be provided in the Price Proposal submission.

3.0 Agreement and Contract

The City and the Successful Proponent will enter into a formal agreement once the negotiations between the parties have been successfully concluded. The form of agreement is provided for reference in Appendix D although the final agreement may include other provisions which the parties may mutually agree upon in advance of execution of the agreement.

4.0 Security

4.1 Contract Security

Security is required to ensure the completion of the Project and to secure the performance of all of the obligations of the Successful Proponent to the City if the Successful Proponent fails to perform such obligations.

On or before the commencement of the Work, the Successful Proponent shall provide the following Securities to the City:

4.2 Performance Bond

Performance Bonds issued by a Surety Company acceptable to the City securing performance of said installation shall be provided by the Successful Proponent and/or its contractors. The amounts of such Performance Bonds must be addressed by each Proponent in its Proposal but in no event shall a Performance Bond be less than 50% of the cost of work for the installation. The Performance Bond must name the City and the Successful Proponent (where not the contractor) as obligees. In all cases, the interest of any obligee in any Performance Bond must be fully assignable to the City.

The Performance Bonds must provide comprehensive coverage for all aspects of the installation. All Performance Bonds must be consistent with the terms and conditions, events of default, remedies and dispute resolution mechanisms in the Contract Agreement and all ancillary agreements.

All Performance Bonds provided by or on behalf of the Successful Proponent must remain in place until the conclusion of the warranty period.

Irrevocable letters of credit will be considered in lieu of bonds.



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4.3 Labour and Materials Payment Bonds

Labour and Materials Payment Bonds issued by a Surety Company acceptable to the City securing the payment by the Successful Proponent or its contractors of all labour and materials supplied to or in respect of the said installation during the period of installation shall be provided by or on behalf of the Successful Proponent. The Labour Materials Payment Bonds must name the City and the Successful Proponent (where not the contractor) as the obligees thereof. The Labour and Materials Payment Bonds must be broad-form bonds which provide for the payment of all contractors, sub-contractors and suppliers with respect to the installation whether or not they have been directly contracted by the Successful Proponent. The Labour and Materials Payment Bonds must not be less than 50% of the total Universal Water Metering Program cost of work for the installation. Coverage pursuant to the Labour and Materials Payment Bonds must not end earlier than 120 days following the final completion of the installation. Each Proponent shall address the amount of the Labour and Materials Payment Bonds in their Proposal.

5.0 Specifications

Specifications for the Work are provided in Appendix B. Proponents are advised that the Specifications shall form part of the Agreement and Contract discussed in Section 3.0 of this RFP.

Appendix A: Request For Proposal Scoring Guide



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Request For Proposal Scoring Guide

1.0 Evaluation Process

The evaluation will examine the Technical Proposal with respect to compliance with stated City requirements. If, in undertaking this review, the City determines that the Proposal has deficiencies which are not remediable, the City may, in its sole and unfettered discretion, advise the Proponent accordingly and decline to consider the Proposal further.

If the City determines that the Proposal is unclear or deficient in some aspects but that these deficiencies may be remediable, the City may prepare a list of questions in order to provide the Proponent with an opportunity to clarify its Proposal. If these clarifications and amendments do not overcome the deficiencies, the City may, in its sole and unfettered discretion, decide to decline the Proposal. Proposals will not be considered in the next stage if they do not meet all mandatory elements including, but not limited to:

- Completeness
- Signed Price Proposal
- Proposal meets the security and insurance requirements of the RFP
- Proposed meters and associated devices meet AWWA and NSF Standards as specified in the RFP

The City will examine the Technical Proposals in the following principal areas:

1. Experience
2. Equipment Details
3. Schedule
4. Public Engagement
5. Long Term Support
6. Universal Water Metering Program Management Plan
7. Innovative Ideas or Suggestions

The maximum possible score in the analysis will be 100 points and each area of analysis is discussed in more detail below.

1. Experience (10 points)

The Proponent's previous experience with providing successful water meter system installations including qualifications of installers will be evaluated. References will be a part of the experience evaluation.

2. Equipment Details (10 points)



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Points will be awarded based on the technology, warranty, and type of equipment noted in the Proposal, including water meters, data collection devices, and software for data management.

3. Schedule (10 points)

The Proposal will be evaluated on the Proponent's ability to complete the components in the proposed schedule and ability to ensure the Date of Total Performance is met.

4. Public Engagement and Customer Service (30 points)

Consideration will be awarded points based on their customer service and its innovation and public engagement plan to notify and inform the public of the Universal Water Meter Program including the goals, plans, and procedures of the program.

5. Long Term Support (5 points)

The Proponent's ability to provide on-going support will be evaluated, including hardware and software system support.

6. Universal Water Metering Program Management Plan (25 points)

Consideration will be awarded points based on their on-going communication with the City, emergency response plan, references and plan to address unique circumstances and whether it is judged that additional costs (which are included in other proposals) are passed on to the City.

7. Innovation (10 points)

Proponents are encouraged to provide value added ideas and suggestions in their Proposal submissions.



Settle down.

2.0 Final Rating and Ranking

Based on all of the preceding inputs, the City will perform a final evaluation and ranking of Proponents, weighting each of the components.

In the event that two or more Technical Proposals earn scores that differ by three or fewer points, the Proposals will be deemed to be tied. In that case, the Price Proposals for those Proponents will be opened. In the event of a tie, the complete Proposal which is judged to provide the best value for the City will be selected.

Once the Preferred Proponent has been identified, the City will enter into discussions and/or negotiations to clarify any outstanding issues, if necessary. If the discussions/or and negotiations are successful, the City will enter into a contract with the Preferred Proponent. If discussions are unsuccessful, the City reserves the right to enter into contract discussions/negotiations with the Proponents with the next overall ranking, and/or may decide not to award the contract at all.

Proposal Scoring Items	Maximum Points
1. Experience	10
2. Equipment Details	10
3. Schedule	10
4. Public Engagement	30
5. Long Term Support	5
6. Universal Water Metering Program Management Plan	25
7. Innovation	10
Total	100

Appendix B Specifications

SPECIFICATIONS

1.1 Submissions

The Contractor shall submit detailed designs and manuals for the following:

- Schematic drawings of all meters to be supplied and installed;
- Technical specifications for all meters to be supplied and installed;
- Technical specifications for all encoder register units to be supplied and installed;
- Specifications and type of meter setter or adapter yoke assemblies for horizontal inlet pipe applications (meters are to be installed in the horizontal position);
- Operating manuals including complete information on meter dimensions, design features, construction materials of all components, e.g. pressure loss and accuracy limits, graphs;
- Operating manuals and details of the Mobile Meter Reading System and software;
- Description of the data flow in the system, listing each component and how they interact. Detail the proposed system configuration. Describe the interface to the City's communication and finance network;

1.2 Supply and Installation of Water Meters

1.2.1 RESIDENTIAL METERS: EXISTING

The Contractor will be required to supply and install at its cost and expense approximately 2,000 small residential (19 mm) water meters and Meter Interface Units. The majority (90%) of the residential water meters are estimated to be interior installations. The remainder will be exterior / pit installations. This Universal Water Metering Program may involve meter installations at new residential properties. New residential properties will be equipped with exterior/pit meter installations per the City's Water Regulations Bylaw.

1.2.2 RESIDENTIAL METERS: FUTURE CONSTRUCTION

The Contractor shall supply the City with meters and Meter Interface Units to be provided to home builders for installation by the home builder's plumber in new residential units, as required.

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1.3 Water Meter Specifications

The following are the minimum specifications for all water meters supplied for the Project. The water meter manufacturer must have at least five years of experience manufacturing meters, in addition to these specifications.

1.3.1 RESIDENTIAL METERS SPECIFICATION

All residential water meters shall meet or exceed the following specifications:

<u>Size</u>	<u>Type</u>	<u>Specification</u>
19 mm	Cold water meters Displacement type	A.W.W.A. C700 (latest revision)

The manufacturer or vendor shall furnish a certificate showing that each meter was tested for accuracy of registration and that it complies with the accuracy and capacity requirements of AWWA C700.

All meters shall be NSF 61 approved and shall be so indicated on the meter body. A copy of the NSF 61 certificate shall also be included with the proposal. Plastic meters are not acceptable.

Meters must show measurement in cubic metres, detect reverse flow and leak detection and include a tamperproof design.

1.3.2 ENCODER REGISTER

All meters shall be equipped with AWWA/ANSI C700 & NSF/ANSI 61 encoder register conforming to the requirements of AWWA C707. The manufacturer or vendor is to supply an affidavit that all the systems and components of the encoder register comply with all the applicable requirements of AWWA C707.

Encoder registers shall be capable of being read by a mobile data acquisition unit. The encoder register shall be properly sealed to prevent tampering. The register must also be capable of reading and determining leak detection and backflow.

Measurements must be registered in cubic meters.

SPECIFICATIONS

Each encoder register shall have a customer identification number with a minimum of six digits programmed into the register at the factory, prior to shipping.

Provide a six digit visual registration number at the meter. The unit shall, in digital format, simultaneously encode the six most significant digits of the meter for remote interrogation for automatic meter readings. There shall be a centre sweep hand for calibration and a low flow indicator. The register shall be removable and replaceable without removing the meter from service.

If the encoder, register, and transmitter are not one unit, the connection between the meter register and the RF transmitter shall be accomplished using a three wire conductor cable. The cable shall be 22 gauge, solid copper LVT jacketed wire. The solid conductors shall be PVC insulated and colour coded, black, red and green. The remote wire shall be covered with a grey PVC jacket. Under no circumstances are splices allowed and care must be taken to ensure the continuity of this wire. The Contractor should provide details on the communication options with the MIU.

1.4 Typical Residential Meter Installation

A typical meter installation constitutes a meter installation immediately downstream of the shutoff valve and upstream of any service branch. Coupling tail pieces and coupling nuts are required on both ends of the meter. If the service pipe is of a material other than standard type K copper tube, the installer must use acceptable pipe adapters to connect the meter fittings. All meters are to be installed indoors – meter pit installations are not permitted unless otherwise noted.

If the encoder unit and meter register transmitter are not one unit, the remote encoder unit must be connected to the meter register transmitter with signal transmission cable compatible to the meter register and remote encoder systems in accordance with AWWA Standard C707 (latest revision). Transmission cable must be fastened at 1.0 m intervals within a building or crawl space and at 300 mm intervals on external walls. Transmission cable must be installed in a neat and professional fashion. If the encoder unit must be installed outdoors, on buildings with outer walls of stucco, vinyl, aluminum or other hard finish, the cable must be fastened with drilled and screwed cable fasteners. All fasteners must be made of stainless steel or galvanized iron and all penetrations through the exterior building must be sealed to the elements.

If necessary, and where possible, the signal transmission cable shall be hidden from view. A reasonable effort must be made to install the transmission cable in crawl spaces, overhead above ceilings, behind baseboards, under carpets within internal spaces or tacked under siding boards, along eaves, for example, on exterior walls.

If electrical wiring is necessary for meter installation, all connections must be performed by a qualified electrician who is licensed to carry out electrical works in the province of British Columbia. Installations

SPECIFICATIONS

must be checked following installation to ensure continuity of the connection to ensure there are no shorted or broken wires. Any short or open circuit must be traced and repaired immediately.

All installations that are installed within crawl spaces of buildings or mobile homes, must include the installation of heat trace tape and wrapped with insulation. Every reasonable effort to connect the heat trace tape to a receptacle within the immediate vicinity is to be made. If no such receptacle is available, the home owner and the City's Representative must be notified so the home owner can arrange to have additional electrical work to provide the necessary receptacle.

1.5 Residential Installation Instructions

The Contractor must provide methods to isolate properties from the water supply network that do not require curb stop operation. If necessary, the City will operate the curb stops; the Contractor may not operate curb stops. Curb stops are not guaranteed to be operational. City staff can be of assistance during normal business hours only and the City is unwilling to pay overtime to staff for afterhours assistance.

In the case that the internal shutoff valve is faulty or there is no internal shutoff valve, the Contractor must install a new one or replace the faulty one as a part of the meter installation. The internal shutoff valve must be installed within 300 mm of the service inlet where possible, but must be no more than 1.0 m from the service inlet and must be accessible and operable.

The water meter must be installed upstream of any service branch line and immediately downstream of the interior shut off valve. It is incumbent upon the Contractor to ensure that no service branch lines are connected upstream of the meter.

In the event that residential water meters are removed for any reason and not immediately replaced with a substitute meter, the Contractor must supply and install at its cost, a spool piece pipe section with compatible threaded ends or other approved couplers to fit the meter setter opening.

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1.6 Unusual Meter Installations Conditions and Recommended Corrective Action

An unusual meter installation is one in which the installer finds one of the following situations:

1. No shutoff valve at service entrance inside the house.

Corrective Action:

- a. Freeze line inside building and install new shutoff valve, or;
- b. The Contractor shall contact City staff for curb stop operation, install the new shut off valve inside the house and re-activate the curb stop.

2. Shutoff valve at service entrance to the house will not close.

Corrective Action:

- a. Freeze line inside building and replace/install new shutoff valve, or;
- b. The Contractor shall contact City staff for curb stop operation, replace/install the new shut off valve inside the house and re-activate the curb stop.

3. Shutoff valve leaks when operated.

Corrective Action:

- a. Freeze line inside building and replace/install new shutoff valve, or;
- b. The Contractor shall contact City staff for curb stop operation, replace/install the new shut off valve inside the house and re-activate the curb stop.

SPECIFICATIONS

4. Service line in house is inaccessible because of finished basement.

Corrective Action:

- a. Another appointment shall be made to review the installation with a City Representative. The Contractor will engage a local carpenter/drywaller to complete any carpentry or finishing restoration to ensure the work is restored to existing or better condition.

5. Service pipe in the house consists of pipe material other than copper.

Corrective Action:

- a. The Contractor must provide suitable adapters and transition piping to accommodate the meter installation. Approved plumbing practice must be followed.

6. The Contractor recognizes that potential for freezing of the water meter exists.

Corrective Action:

- a. The water meter shall be installed in a location which is not exposed to freezing conditions. An insulated enclosure may be required, or the plumbing may have to be re-routed into a heated location.

7. Difficult installations

Corrective Action:

- a. If, the condition of the customers' plumbing or the extent of the finishing work, is such that significant damage or difficulty would result from attempting to install the meter, the Contractor must report the case to the City's Representative and a solution must be developed in consultation with the City's Representative.

SPECIFICATIONS

8. The homeowner objects to the installation in the chosen location or objects to the installation of a meter.

Corrective Action:

- a. Every effort must be made to appease the homeowner without compromising the meter installation which must be at or near the service inlet. The homeowner will be given a brochure explaining the reasons for the chosen meter location. The Contractor must use reasonable negotiation to convince the homeowner of the chosen location.
- b. Contact the City's Representative to assist with discussions with the Homeowner.
- c. Water Regulations As per the City's Bylaw.

9. There is no power available within three meters of the heat tape connection.

Corrective Action:

- a. Notify the home owner that the heat tape will need to be connected to a power source prior to freezing conditions. Notify the City Representative that the residence requires an electrical connection for the heat tape and note the need for an electrical connection on the installation report.

1.7 Miscellaneous Meter Installation Items

1.7.1 DISCONNECTION OF ELECTRIC GROUNDED PIPE SYSTEM

In the case that electric systems have been grounded to the water system, the Contractor should not remove electrical ground wires found connected to the service pipes ahead of the meter. Where the ground wires interfere with the meter installation, the Contractor shall have the wire disconnected and reconnected by qualified personnel in accordance with all electrical regulations in force. The Contractor must make use of a jumper wire when cutting metal pipe to install a meter to ensure that grounding continuity is not compromised and to protect against electric shock.

A permanent ground strap shall be connected to the pipes on either side of the meter when the water system is used as a grounding electrode.

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1.7.2 PROGRESS REPORTS

The Contractor must provide the City with Progress reports on a monthly basis. This report shall include:

- an ongoing list of all completed installations including:
 - Location (address) of installation,
 - date of installation,
 - installer's code,
 - meter identification information,
 - meter type and manufacturer,
 - metre size,
 - initial meter reading,
 - location of the meter in the premises (location, trap door, unusual location, etc.); and
- any item specific requirements or unusual circumstance noted at the specific installation location;
- digital photographs of the installation. The digital photographs must be labelled to match the address and/or unique identifier that is provided for each installation;
- summary of any complaints received from the public and the specific steps taken to resolve such complaints;
- detailed list of any installations considered outside of the scope of work of the Project and a written summary explaining reason for why the work is considered out of scope;
- list of incomplete installations, outlining reasons for and expected resolution of:
- sign off form from homeowner accepting completion of any restoration work;
- updated schedule; and
- list of materials incorporated into the work.

All records shall be the property of the City and no information shall be disclosed to any person without the prior written approval of the City.

SPECIFICATIONS

1.8 Mobile Network System

The scope of the mobile network system includes the following:

- Supply of a mobile network data collection system capable of collecting meter identification number, meter readings, evidence of tampering, backflow, and leak detection information from the meter modules and capable of passing this data to a computer information system;
- Installation of the above system, including the configuration of all hardware, software and system testing;
- Ability for City staff to view the data collected and to produce water billing documents; and
- City staff training on the operation and maintenance of the system

1.8.1 DATA COLLECTION DEVICE

The Contractor shall supply to the City the radio frequency under which the data collection device will operate. If this is a licensed frequency, the Contractor will be responsible for obtaining licenses and/or permits required by the CRTC.

The data collection device must be able to interface with computers utilizing Windows 7 software. The data collection device must provide diagnostics to allow troubleshooting.

1.8.2 CONFIGURATION AND SET-UP

When not more than 20% of the total meters are installed, the Contractor will be responsible for demonstrating that the water meter system will operate in good order including:

- all hardware configuration setups;
- operating system and software installation;
- parameter setups;
- testing of input and output files;
- demonstrating method for creation of billing documents;
- establishing a meter reading route; and
- Initial training of City staff on system operations.

SPECIFICATIONS

1.9 Customer Relations

Employees and subcontractors assigned to the Project by the Contractor must conduct themselves in a courteous and appropriate manner at all times. A training session must be held by the Contractor for employees and sub-contractors in order to fully instruct them, at minimum, on the following matters:

- protocols for entering private homes;
- record keeping;
- customer relations;
- safety;
- abnormal conditions that may be encountered; and
- Homeowner or occupant resistance to meter installation or entrance onto private property.

The training plan will be developed in accordance with the requirements of Section 1.6- Public Engagement Plan. The Contractor will also be required to sign and abide by the City's "Respectful Workplace" policy.

1.9.1 MINIMUM PROTOCOLS FOR ENTERING PRIVATE HOMES

1. Courtesy to the Homeowner or Occupant
 - a. Respect private property. The Contractor must not track dust or dirt into the home and must clean up any dust or dirt and leftover materials and the like before leaving the residence. The homeowner or occupant must be present during the installation to ensure the property is secured during and after installation. If the homeowner or occupant has to leave for any reason during the installation, the Contractor must also leave the residence for that same time frame. At no time shall the Contractor be alone in a residence.
2. Identification
 - a. Clear and legible identification must be provided to the homeowner or occupant before entering the home and the homeowner or occupant must be advised about the procedure the Contractor will follow to complete the installation. Upon completion, the Contractor will remove all tools, clean up, re-open water valves, check for leaks and announce his/her departure to the homeowner or occupant. A brochure must be left with the homeowner or occupant which provides a name and telephone number where the Contractor can be contacted should a problem arise with the meter installation.
3. Secure Premises Before Departure

SPECIFICATIONS

- a. Any doors, crawl space openings, trap doors and the like must be secured before leaving. Water valves must be re-opened and trapped air bled from water lines. If pipe welding/soldering, acetylene or propane torches are utilized in pipe fitting, every precaution must be taken to check and recheck for hot spots after the installation is complete.

4. Prompt Arrival Time

- a. The Contractor must arrive within one half hour of the appointment time. If the Contractor is going to be late for any reason, the homeowner or occupant must be informed and a new arrival time agreed upon.

1.9.2 24-HOUR CALL CENTRE

The Contractor must establish a local 24 hour call number to receive customer calls, questions, complaints, or similar issues related to water meter installation. Any calls from City water customers regarding complaints, questions, water leaks and similar concerns associated with water meter installations which are directed to the City shall be forwarded to the Contractor for handling (other than leaks within City rights-of-way).

With the exception of water leaks, the Contractor shall respond to a complaint within twenty-four (24) hours (except holidays and weekends). Water leak complaints must be responded to immediately. Failure to respond to a complaint in accordance with the above will entitle the City to respond and attend to the complaint, question, water leak, or other issue itself. In such cases, all costs incurred by the City will be charged to the Contractor based on the City's standard hourly rates.

1.9.3 CUSTOMER LIST

The City will provide the Contractor with the names and addresses of all City of Grand Forks residential water customers. The customer list will be sorted by street and address. The Contractor must make appointments with the homeowner or occupant prior to proceeding with a residential meter installation. Contact may be made by telephone, personal visit, letter, or Public Service Announcement via City email.

SPECIFICATIONS

1.9.4 HOURS OF WORK

The Contractor may work within any reasonable schedule to complete the installation but all appointment times and working times must be acceptable to the homeowner or occupant.

1.9.5 HOMEOWNER OR OCCUPANT REFUSAL OF ACCESS FOR WATER METER INSTALLATION

If any homeowner or occupant refuses to permit entry to their premises for the purposes of installing a water meter, the City will deal with all such situations on an individual basis. All such situations must be documented (including signature from the homeowner refusing access) by the Contractor and forwarded to the City's Representative within 24 hours of each occurrence. These situations will be dealt with by the City through application of the City's Water Regulations Bylaw.

1.10 Training

The Contractor shall provide City of Grand Forks staff with training on the installation and maintenance of the water meters. Training should also be provided on operation of the mobile collection devices, software, billing, and any other technology or equipment provided by the Contractor for this Project.

1.11 City Works and Utilities

The Contractor must make satisfactory arrangements with the City for City staff to operate water service shut-off valves.

Any water leaks on a private service line or on internal plumbing, arising from, due to or associated with meter installations must be repaired by the Contractor at its cost.

1.12 City Permits

The City will require the Contractor to apply for and the City will issue a Plumbing Permit, at no charge to the Contractor, for all required installations. The Contractor will be allowed to obtain a blanket permit which will include construction of all of the proposed meters included in the Project.

The City will inspect some of the installations to determine if the plumbing work meets all B.C. Building Code and Plumbing Code Regulations and City Bylaws. These inspections will be at the discretion of City Staff.

There will be no fee imposed by the City on the Contractor for the random inspections. However, if the City inspector identifies violations of the B.C. Building Code, Plumbing Code or the City Bylaws in any of the installations, the Contractor will be notified in writing to correct the violation and the Contractor may

SPECIFICATIONS

be required to provide an affidavit of compliance in the event the installation cannot be inspected by City Staff.

If City inspection personnel continue to find violations or Work that is unsatisfactory, the City may, at its discretion, act according to its rights under the Agreement and General Conditions of the Contract.

1.13 Homeowner Sign-Off Document

The Contractor must obtain the homeowner's signature on a standard sign-off form once the meter installation is complete. The form and content of the signoff document shall be approved by the City's Representative prior to use by the Contractor. These forms will be used in support of progress payments by the City to the Contractor.

Appendix C: Schedule of Prices

**CITY OF GRAND FORKS
UNIVERSAL WATER METERING PROGRAM
SCHEDULE OF QUANTITIES AND PRICES**

Item	Description	Unit	Est. Qty	Unit Price	Total
1.0	Interior Installation				
1.1	19 mm x 19 mm meter	each	1800		
2.0	Exterior Installation				
2.1	19 mm x 19 mm meter installed in a meter pit	each	200		
2.2	Repair of any surfaces (asphalt, concrete, pavers, sod etc) disturbed through installation of water meter pit to match existing. Note that no cold mix asphalt will be permitted.	each	50		
3.0	Supply of Meter for New Construction				
3.1	19 mm x 19 mm meter	each	20		
4.0	Plumbing Modifications				
4.1	Minor plumbing modification - 19mm piping	each	1		
4.2	Moderate plumbing modification - 19mm piping	each	1		
4.3	Major plumbing modification - 19mm piping	hourly	1		
5.0	Other Plumbing Items				
5.1	Line freezing	each	1		
5.2	Installation in a crawl space or mobile home	each	1		
5.3	Heat trace - supply and installation	each	1		
5.4	New building control valve (up to 19mm) - supply and installation	each	1		
6.0	Carpentry				
6.1	Minor carpentry	each	1		
6.2	Major carpentry	each	1		
6.3	Carpentry	hourly	1		
7.0	Other Items				
7.1	Supply and delivery of complete meter reading system	Lump Sum	1		
7.2	Public engagement	Lump Sum	1		
TOTAL					

Measurement and Payment

1.0 Interior Installation

1.01 Payment for watermain, service connection, water meter, and water meter chamber include saw cutting pavement, trench excavation, disposal of surplus excavated material, bedding, supply and installation of all pipe, bolts, gaskets and tie rods, imported or native backfill as shown on the Drawings, cleaning, pressure and leakage testing, flushing, disinfection, all surface restoration as specified under 2.2, except permanent pavement restoration or concrete restoration, and all other work and materials necessary to complete the installation as shown on the Drawings and specified under this Section. Measurement for watermain will be made along centreline of main, through valves and fittings, with no deduction for length of the valves or fittings, over surface after work has been completed. Concrete or pavement restoration is to include temporary base gravels before leaving the site; permanent restoration of concrete or pavement to follow. Measurement for water meter and water chamber installations is described in Section 2.0 for each ITEM respectively.

1.1 Measurement and payment for interior meters will be for each completed unit. Payment will be made separately for each size and type of meter assembly. The payment will include all costs associated with the *Work* including: supply, installation and testing of the new meter (designed for interior installations), piping as required, fittings as required (up to 2 fittings), encoder register, wiring, materials, labour, appurtenances and incidentals (including all necessary materials to address increased or reduced meter sizes). Payment includes the construction report. Payment includes all applicable *Work* described in Section 1.01.

2.0 Exterior Installation

2.1 Measurement and payment for exterior meter and meter pit will be for each completed unit. Payment will be made separately for each size and type meter assembly. The payment will include all costs associated with the *Works* including: supply, installation and testing of the new meter (designed for exterior installations) into a new meter pit, materials, labour, appurtenances, restoration except for finished surfaces, and incidentals (including all necessary materials to address increased or reduced meter sizes). Payment will include piping up to 1.5 meters beyond that shown on the Standard Drawings required to complete the installation and tie in to existing. Payment includes the construction report. Payment includes all applicable *Work* described in Section 1.01. Payment will only be made under this item if approved by the City of Grand Forks.

Measurement and Payment

The Contractor is required to observe the precautions required by each utility company when excavating over or near their services and advise the pertinent company if the excavation work damages or breaks a service. Repairs to damaged or broken services must be repaired by the pertinent utility company and the cost of remediation will be borne by the Contractor.

- 2.2** Measurement and payment for repair of any finished surface (asphalt, concrete, pavers, sod etc.) shall be measured and paid per water meter installation requiring excavation within a finished surface with a thickness and quality equivalent to or greater than existing. Payment will include: supply and installation of base, subbase, base preparation, and all other incidental work required to provide a finish that is equal or better than the existing condition. Repair of all sizes will be paid at the same unit rate without regard for area of restoration required.

3.0 Supply of Meter for New Construction

- 3.1** Measurement and payment for supply of meter for new construction will be for each complete unit supplied to home builder. Payment will be made separately for each size and type meter supplied. The payment will include all costs associated with the *Work* including: supply of the new meter (designed for exterior installations), encoder register, wiring, storage, and transportation to required site.

4.0 Plumbing Modifications

- 4.1** Measurement and payment for minor plumbing modifications will be for supply and installation of 1-2 additional valves or fitting in excess of the 2 fittings included in the incidentals for measurement and payment items 1 and 2. An example is moving a valve or similar fixture that requires up to two additional fittings or valves.
- 4.2** Measurement and payment for moderate plumbing modifications will be for supply and installation of 3-5 additional valves, fittings or pipe in excess of the 2 fittings included in the incidentals for measurement and payment items 1 and 2. An example is relocating a single branch line that requires three to five additional fittings or valves and up to 300 mm of pipe.
- 4.3** Measurement and payment for major plumbing modifications will be for supply and installation of 6 or more additional valves, fittings or pipe in excess of the 2 fittings included in the incidentals for measurement and payment items 1 and 2. An example is relocating a single branch line that requires six or more additional fittings or valves and more than 300 mm of pipe. Materials are extra (as approved by the *Contract Administrator*). Charges for major plumbing modifications cannot be additional to charges for minor or moderate plumbing modifications.

Measurement and Payment

5.0 Other Plumbing Items

- 5.1** Measurement and payment for line freezing up to and including 25mm diameter pipes will be made for each unit completed. Payment will include exposing the service line at a known location, freezing to allow for installation of valve or water meter. Freezing is to be completed with a liquid nitrogen apparatus or other tool approved by the City of Grand Forks.
- 5.2** Measurement and payment for additional work required (beyond requirements of section 1.1) for an installation in a crawl space, mobile home, or confined space will be for each location completed. Payment will include all apparatus and procedures necessary to complete work in these difficult and/or confined spaces.
- 5.3** Measurement and payment of heat trace will be made for all *Work* required for the supply and installation of heat trace for each unit completed depending on diameter and type of meter.
- 5.4** Measurement and payment of new building control valve shall include all supply and installation of each completed unit. New building control valve shall be 16mm to 19mm valve (ball valve with brass body). Valves are to be provided with end connections or adapters to suit the existing pipe.

6.0 Carpentry

- 6.1** Measurement and payment of minor carpentry includes items such as cutting open a wall and removing a portion of a stud. Payment includes all materials, labor and all incidentals to complete minor carpentry and restore to existing condition.
- 6.2** Measurement and payment of major carpentry includes items such as cutting open a wall, removing a portion of a stud, and supply and installation of a finishing cabinet. Payment includes all materials, labor and all incidentals to complete major carpentry and restore to existing condition.
- 6.3** Measurement and payment of carpentry hourly is for work in excess of major carpentry and paid for at a hourly rate. Materials are extra (as approved by the *City of Grand Forks*).

Measurement and Payment

7.0 Other Items

7.1 Measurement and payment for supply and delivery of complete meter reading system items outline in the RFP submission and the following:

- Mobile data collection system capable of meeting reading requirement
- Software
- Hardware
- Onsite training of city staff and implementation
- Compatibility or interface between PC and billing system.

Supply and delivery of a complete meter reading system will be paid as a lump sum item.

7.2 Measurement and payment for public education is to include all items include as outlined in the RFP submission and will be paid as a lump sum item.

Appendix D: Form of Agreement and Contract

CCDC 4

Unit Price Contract

2 0 1 1

Name of Project

Apply a CCDC 4 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 4 – 2011 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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- GC 12.3 Warranty

CCDC 4 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 4 can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 4.

AGREEMENT BETWEEN OWNER AND CONTRACTOR
For use when unit prices are the primary basis of payment.

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

by and between the parties

hereinafter called the *Owner*

and

hereinafter called the *Contractor*

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

ARTICLE A-1 THE WORK

The *Contractor* shall:

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

located at

insert above the name of the Work

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

insert above the Place of the Work

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

insert above the name of the Consultant

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

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

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

ARTICLE A-3 CONTRACT DOCUMENTS

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

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

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

ARTICLE A-4 CONTRACT PRICE

4.1 The *Schedule of Prices* forms the basis for determining the *Contract Price*. Quantities for *Unit Price* items in the *Schedule of Prices* are estimated.

Schedule of Prices					
Item No.	Description of Work	* Unit of Measure	* Estimated Quantity (EQ)	Unit Price (UP)	Amount (EQ x UP)
Page Subtotal Carried Forward from Page					\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Page Sub-total					\$

* Lump sum items are denoted as lump sum (LS) as the unit of measure and have a quantity of one (1).

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Schedule of Prices

Item No.	Description of Work	* Unit of Measure	* Estimated Quantity (EQ)	Unit Price (UP)	Amount (EQ x UP)
Page Subtotal Carried Forward from Page					\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total Amount					\$

* Lump sum items are denoted as lump sum (LS) as the unit of measure and have a quantity of one (1).

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4.2 The estimated *Contract Price*, which is the total amount indicated in the *Schedule of Prices*, and which excludes *Value Added Taxes*, is:

/100 dollars \$

4.3 *Value Added Taxes* (of _____ %) payable by the *Owner* to the *Contractor*, based on the estimated *Contract Price*, are:

/100 dollars \$

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

/100 dollars \$

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

4.6 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of _____ percent (_____ %), the *Owner* shall:

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

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

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

- (1) 2% per annum above the prime rate for the first 60 days.
- (2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

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

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

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

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

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

Owner

*name of Owner**

address

Facsimile number

e-mail address

Contractor

*name of Contractor**

address

Facsimile number

e-mail address

Consultant

*name of Consultant**

address

Facsimile number

e-mail address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English/French* language shall prevail.
* *Complete this statement by striking out inapplicable term.*
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED

in the presence of:

WITNESS

OWNER

name of owner

signature

signature

name of person signing

name and title of person signing

signature

signature

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

name of Contractor

signature

signature

name of person signing

name and title of person signing

signature

signature

name of person signing

name and title of person signing

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

DEFINITIONS

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

Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon an adjustment in *Contract Price* and *Contract Time*.

Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.

Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.

Contract Price

The *Contract Price* is the sum of the products of each *Unit Price* stated in the *Schedule of Prices* multiplied by the appropriate actual quantity of each *Unit Price* item that is incorporated in or made necessary by the *Work*, plus lump sums, if any, and allowances, if any, stated in the *Schedule of Prices*.

Contract Time

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.

Contractor

The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.

Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Owner

The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.

Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

Product

Product or Products means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

Project

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

Provide

Provide means to supply and install.

Schedule of Prices

The *Schedule of Prices* is the schedule included in Article A-4 - CONTRACT PRICE and, subject to adjustments as provided in the *Contract Documents*, identifies:

- the items of work;
- the units of measure, estimated quantity, and *Unit Price* for each *Unit Price* item;
- the price for each lump sum item, if any; and
- allowances, if any.

Shop Drawings

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

Specifications

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

Subcontractor

A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.

Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

Temporary Work

Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

Unit Price

A *Unit Price* is the amount payable for a single *Unit Price* item as stated in the *Schedule of Prices*.

Value Added Taxes

Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which, have been imposed on the *Contractor* by the tax legislation.

Work

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

Working Day

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

GENERAL CONDITIONS OF THE UNIT PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

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

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

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

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and review of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees or other persons performing any of the *Work*.
- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such removals or replacements at the *Contractor's* expense.

- 2.4.3 If, in the opinion of the *Consultant*, it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

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

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

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

GC 3.3 TEMPORARY WORK

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

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

GC 3.4 DOCUMENT REVIEW

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

GC 3.5 CONSTRUCTION SCHEDULE

3.5.1 The *Contractor* shall:

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

GC 3.6 SUPERVISION

3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.

3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
- .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
- .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

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

GC 3.10 SHOP DRAWINGS

3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.

3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.

3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.

3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.

3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.

3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.

3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:

- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
- .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.

3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.

3.10.10 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.

3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.

3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

GC 3.11 USE OF THE WORK

3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.

3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

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

GC 3.13 CLEANUP

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

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

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

GC 4.2 CONTINGENCY ALLOWANCE

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

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 As of the last day of the payment period, the amount claimed shall be:
1. the value of *Unit Price* work performed, being the sum of the products of each *Unit Price* stated in the *Schedule of Prices* multiplied by the appropriate actual quantity of each *Unit Price* item that is incorporated in or made necessary by the *Work*; plus
 2. the value of lump sum work performed, proportionate to the amount of the lump sum item, plus
 3. the value of *Products* delivered to the *Place of the Work* .
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the lump sum items of work, aggregating the total amount of each lump sum item, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values for lump sum items of work shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment for lump sum items, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include with each application for payment:
1. a statement based on the schedule of values for the lump sum items of work; and
 2. quantity measurements and other evidence as requested by the *Consultant* for each *Unit Price* item.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

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

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

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

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

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

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

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

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

GC 5.7 FINAL PAYMENT

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

GC 5.8 WITHHOLDING OF PAYMENT

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

GC 5.9 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

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

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.

- 6.2.2 The method of adjustment or the amount of adjustment to the *Contract Price* presented by the *Contractor* may be one of or a combination of the following:
- .1 Change to the estimated quantities for *Unit Price* items listed in the *Schedule of Prices* that are applicable to the change in the *Work*;
 - .2 Lump sum quotation for the change in the *Work*;
 - .3 *Unit Price* quotation for the change in the *Work*;
 - .4 Cost of the *Contractor's* actual expenditures attributable to the change plus a fee for the *Contractor's* overhead and profit as agreed by the parties;
 - .5 Cost of the *Contractor's* actual savings attributable to the change.
- 6.2.3 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
 - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
 - (4) engaged in the processing of changes in the *Work*.
 - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the work as provided in paragraphs 6.3.7.1;
 - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraphs 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Contractor's* field office;
 - .8 deposits lost;

- .9 the amounts of all subcontracts;
 - .10 quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
 - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .16 removal and disposal of waste products and debris; and
 - .17 safety measures and requirements.
- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the work attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the work attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the work performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

GC 6.5 DELAYS

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

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

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

GC 6.7 QUANTITY VARIATIONS

- 6.7.1 The provisions of GC 6.7 - QUANTITY VARIATIONS apply to the estimated quantities identified in the *Schedule of Prices*, or where the estimated quantities have been amended by *Change Order*, the provisions apply to the amended estimated quantities.
- 6.7.2 The *Owner* or the *Contractor* may request an adjustment to a *Unit Price* contained in the *Schedule of Prices* provided the actual quantity of the *Unit Price* item in the *Schedule of Prices* exceeds or falls short of the estimated quantity by more than 15%.
- 6.7.3 Where the actual quantity exceeds the estimated quantity by more than 15%, a *Unit Price* adjusted pursuant to paragraph 6.7.2 shall apply only to the quantity that exceeds 115% of the estimated quantity.
- 6.7.4 Where the actual quantity falls short of the estimated quantity by more than 15%, a *Unit Price* adjusted pursuant to paragraph 6.7.2 shall apply to the actual quantity of the *Unit Price* item. The adjusted *Unit Price* shall not exceed a *Unit Price* that would cause the payment amount to exceed that derived from the original *Unit Price* and estimated quantity.
- 6.7.5 The party that intends to request for an adjustment to a *Unit Price* shall give timely *Notice in Writing* to the other party and to the *Consultant*.
- 6.7.6 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.7.7 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

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

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor* *Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.

- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
 - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
 - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

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

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

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
 - (1) *Substantial Performance of the Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.

- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

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

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

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

GC 9.4 CONSTRUCTION SAFETY

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

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
 - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
 - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor's* operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by paragraph 12.1 of GC 21.1 - INDEMNIFICATION.

- 9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Contractor* as required by paragraph 12.1.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

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

GC 10.4 WORKERS' COMPENSATION

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

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
- 1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
 - 2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
 - 3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*
 - 4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as Insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Substantial Performance of the Work*;
 - (2) on the commencement of use or occupancy of any part or section of *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 - 5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as Insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
 - 6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;

- (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
- (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces, or another contractor, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, shall pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

.7 *Contractors' Equipment Insurance* from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

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

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the *Owner's* obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
 - .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

2. made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

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

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

1. In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
2. In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
3. In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

1. as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
2. arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

1. *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
2. should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.2 WAIVER OF CLAIMS

12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:

1. claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
2. indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
3. claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
4. claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.

12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 of GC 12.1 – INDEMNIFICATION and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.

- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
 - .4 damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 - WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*. If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

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

CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

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

Association
of Canadian
Engineering
Companies

Canadian
Construction
Association

Construction
Specifications
Canada

The Royal
Architectural
Institute of Canada

SUPPLEMENTARY GENERAL CONDITIONS

SUPPLEMENTARY GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

1.1.7.1 Delete and replace with the following:

"If there is a conflict within the *Contract Documents*:

.1 The order of priority of documents, from highest to lowest, shall be:

- the Agreement between the *Owner* and the *Contractor*,
- the Supplementary Definitions,
- the Definitions,
- the Supplementary General Conditions
- the General Conditions,
- the Specifications,
- the drawings,
- the Schedule of Quantities and Prices

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.3 REVIEW AND INSPECTION OF THE WORK

2.3.2 Add in the first sentence:

"the word "review," before the word "tests".

2.3.8 Add:

"Should the *Consultant* be required to make more than one inspection of work not in conformance with the *Contract Documents*, including inspections associated with *Substantial Performance of the Work*, the *Contractor* shall compensate the *Owner* for such additional *Consultant* services including any expenses incurred. Adjustment for such compensation should be made as outlined under PART 6 - CHANGES IN THE WORK."

SUPPLEMENTARY GENERAL CONDITIONS

PART 3 EXECUTION OF THE WORK

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

3.2.2.2 Delete this clause in its entirety.

3.2.3.4 Add:

“as it applies to the applicable health and construction safety legislation at the *Place of the Work*, assume overall responsibility and be designated as the “Prime Contractor.”

GC 3.5 CONSTRUCTION SCHEDULE

3.5.1.1 Delete and replace with the following:

“prepare a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed by the *Contract Time*. The schedule shall be in electronic form and prepared using MS Project or MS Excel software. The *Consultant* may require the use of Critical Path schedule methodology for complex projects.”

3.5.1.4 Add:

“perform the *Work* in compliance with the *Construction Schedule*.”

3.5.1.5 Add:

“as necessary, update the *Construction Schedule* so that it also reflects the *Contractor’s* plans to complete the *Work*. If the *Contractor* submits a *Construction Schedule* indicating the *Contract Time* will not be met, then receipt of such schedule by the *Consultant* will not relieve the *Contractor* of the obligation to meet the *Contract Time*.”

3.5.2 Add:

“If the *Contractor* intends working on a Sunday or statutory holiday, the *Contractor* shall notify the *Consultant*, in writing, at least ten (10) days prior to such day stating what *Work* will be performed.”

GC 3.6 SUPERVISION

3.6.1 Add after the last sentence:

“The appointed *Contractor* representative shall not be changed without consultation with and written acceptance by the *Owner*. This acceptance shall not be unreasonably withheld.”`

SUPPLEMENTARY GENERAL CONDITIONS

3.6.3 Add new paragraph 3.6.3:

"The *Owner* may, at any time during the course of the *Work*, request the replacement of the appointed representative(s), where the grounds for the request involve conduct which jeopardizes the safety and security of the site or the *Owner's* operations. Immediately upon receipt of the request, the *Contractor* shall make arrangements to appoint an acceptable replacement."

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.1.4 Add:

"upon written notice from the *Owner*, forthwith clear title to the *Place of the Work*, any liens registered by *Subcontractors* or *Suppliers*."

3.7.4 Add at the end of the sentence:

"as outlined in GC 6.3 – CHANGE DIRECTIVE."

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

4.1.2 Add after the first sentence:

"Unless noted otherwise, none of the *Work* is intended to be paid for by the cash allowances. The cash allowances are for the *Owner's* use, at the *Owner's* sole discretion."

4.1.4 Delete in its entirety and replace with:

"Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*."

4.1.5 Delete in its entirety and replace with:

"The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount."

SUPPLEMENTARY GENERAL CONDITIONS

4.1.8. Add new paragraph 4.1.8:

"The *Owner* reserves the right to call, or to have the *Contractor* call, for competitive bids for portions of the *Work*, to be paid for from cash allowances."

PART 5 PAYMENT

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

5.2.7 Delete in its entirety

5.2.9 Add:

"The *Contractor* shall with each and every application for payment subsequent to the first, submit a current CCDC 9A Statutory Declaration of Progress Payment Distribution by the *Contractor*, which shall be completed and sworn before a Notary Public or a Commissioner for Oaths.

GC 5.3 PROGRESS PAYMENT

5.3.1.2 Add:

"If, after a certificate of payment has been issued to the *Owner* (and prior to payment by the *Owner*), the *Consultant* determines on the basis of new information that the amount certified for payment is inappropriately high or low relative to the value of the work performed, then the *Consultant* shall issue a revised certificate of payment."

5.3.1.3 Delete in its entirety and replace with:

"The *Owner* shall make payment to the *Contractor*, on account, in the amount certified by the *Consultant* as provided in Article A-5 of the Agreement – PAYMENT, on or before the later of:

- (a) twenty calendar days after receipt by the *Consultant* of the application for payment, or
- (b) twenty-eight calendar days after the last day of the payment period for which the *Contractor's* application for payment is made."

SUPPLEMENTARY GENERAL CONDITIONS

5.3.3 Add:

"The *Consultant* may amend the application for payment by the *Contractor* to reflect holdbacks for, but not limited to,:

1. Builders' Lien Holdback: The *Owner* shall:
 - (a) hold back 10%, or other percentage as required by the *Builders' Lien Act*, of any amounts due to the *Contractor* as a builders lien holdback; and
 - (b) if the *Place of the Work* is a highway then notwithstanding that a lien cannot be registered against the *Place of the Work*, hold back the percentage that would have been required as if the *Builders' Lien Act* applies, of any amounts due to the *Contractor* as a builders' lien holdback, on the same conditions as though such hold back was a requirement of the *Builders' Lien Act*, including making payment from such hold back directly to *Subcontractors*.
2. Defects and Deficiencies: The *Owner* may hold back from payments otherwise due to the *Contractor* a reasonable amount, as determined by the *Consultant*, on account of deficient or defective *Work* already paid for. This holdback may be held, without interest, until such deficiency or defect is remedied. The items of defect or deficiency and the amounts of related holdback shall be listed separately on the *Payment Certificate*. In the case of a deficiency, the *Owner* may hold back twice the value of the deficiency, as determined by the *Consultant*.
3. Incomplete Work: If, after *Substantial Performance of the Work* is achieved, the *Contractor* is unable to complete any of the *Work* because of climatic or other conditions beyond the *Contractor's* reasonable control then the *Owner* may hold back from payments otherwise due to the *Contractor* the amount as estimated by the *Consultant* in consultation with the *Contractor* by which the cost to have others complete the *Work* exceeds the estimated *Contract Price* for such *Work*.
4. Filed Builders' Liens: The *Owner* may, in addition to other holdbacks as provided by the *Contract Documents*, hold back an amount equal to any lien which has been filed with respect to the *Work*. The *Owner* may, at its option, after 5 *Days* written notice to the *Contractor*, pay such amount into court to discharge the lien. If the lien is discharged without payment of the holdback into court, then the *Owner* shall pay such holdback to the *Contractor*, without interest.

SUPPLEMENTARY GENERAL CONDITIONS

5. Liquidated Damages: If the *Contractor* fails to meet the date of *Substantial Performance of the Work* as set out in article 1.3 of the Agreement, and as may be adjusted pursuant to the provisions of the *Contract Documents*, then the *Owner* may deduct from any monies owing to the *Contractor* for the *Work*:

(a) as a genuine pre-estimate of the *Owner's* increased costs for the *Consultant* and the *Owner's* own staff caused by such delay an amount of \$500.00 for each *Working Day* the actual *Substantial Performance of the Work* is achieved after the *Substantial Performance of the Work* date as set out in the Agreement or as may be adjusted pursuant to the provision of the *Contract Documents*.

(b) All direct out-of-pocket costs, such as costs for safety, security, or equipment rental, reasonably incurred by the *Owner* as a direct result of such delay.

If the monies owing to the *Contractor* are less than the total amount owing by the *Contractor* to the *Owner* under (a) and (b) then any shortfall shall immediately, upon written notice from the *Owner*, and upon *Substantial Performance of the Work*, be due and owing by the *Contractor* to the *Owner*."

(c) 5.4.3 Delete in its entirety and Add:

"The *Contractor* shall achieve *Total Performance of the Work* within 60 *Working Days* following *Substantial Performance of the Work*."

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

5.5.1.3 Add:

"Submit documentation satisfactory to the *Owner* demonstrating compliance with the *Workers' Compensation Act*."

5.5.2 Delete the words, "the statement" and replace with the words "the documents".

5.5.3 Delete this paragraph in its entirety.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

5.6.4 Add:

"An application for progressive release of holdback shall not be considered complete until all related documentation required for the *Consultant's* review is received, including those requirements in GC 5.2.8, as determined by the *Consultant*."

SUPPLEMENTARY GENERAL CONDITIONS

GC 5.7 FINAL PAYMENT

5.7.2 Delete the words "calendar days" and replace with the words "*Working Days*".

5.7.4 Delete the words "no later than 5 calendar days after the issuance of a final certificate for payment,"

5.7.5 Add:

"Partial payment may not be made for the completion or correction of any deficiencies shown on the comprehensive list of items to be completed or corrected prior to the date of the issuance of the final certificate of payment."

PART 6 CHANGES IN THE WORK

GC 6.2 CHANGE ORDER

6.2.1 Delete in its entirety and replace with:

"When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a *Contemplated Change Order*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*."

6.2.4 Add:

"The following shall determine *Contractor* mark-up in *Change Orders*, by percentage:

- .1 To the cost of the *Work* performed by the *Contractor* directly, the *Contractor* may add a maximum of 20% mark-up for overhead and profit combined.
- .2 To the cost of the *Work* performed by *Subcontractors* for the *Contractor*, before the *Subcontractor's* mark-up, the *Contractor* may add a maximum of 10% mark-up for overhead and profit combined.
- .3 On *Work* deleted from the *Contract*, not covered by unit prices, the credit to the *Owner* shall be the cost of the *Work* as set out in GC 6.3 – CHANGE DIRECTIVE, article 6.3.7.
- .4 For a detailed list of what the *Contractor* may include in the cost of work before adding mark-ups, refer to GC 6.3 – CHANGE DIRECTIVE, article 6.3.7."

SUPPLEMENTARY GENERAL CONDITIONS

GC 6.5 DELAYS

6.5.1 Delete the period at the end of paragraph 6.5.1, and replace with the following words:

"but excluding any consequential, indirect or special damages."

6.5.2 Delete the period at the end of paragraph 6.5.2, and replace with the following words:

"but excluding any consequential, indirect or special damages."

6.5.3.3 Add:

the word "local" after the word "adverse".

6.5.6 Add:

"The party making the claim shall submit to the *Consultant*, within 10 *Working Days*, a detailed account of the *Contract Time* extension claimed and the grounds upon which the claim is based complete with required supporting documentation as determined by the *Consultant*."

6.5.7 Add:

"Should the *Consultant*, in consultation with the *Contractor*, determine the *Contractor* is delayed in performance of the *Work*, or any part thereof, by the *Contractor's* inaction, or by delay or inaction of anyone employed or engaged by the *Contractor* directly or indirectly, and the *Contract Time* is compromised:

- .1 Then the *Contractor* shall accelerate the *Work* as required to meet the *Contract Time*.
- .2 The *Consultant* will promptly give *Notice in Writing* of such determination to the *Owner* and the *Contractor*.
- .3 The *Contractor* shall then promptly give the *Owner* and the *Consultant Notice in Writing* of specific changes to the construction scheduling and construction processes the *Contractor* will implement to accelerate the *Work*.
- .4 The *Contractor* shall not be entitled to payment for costs to accelerate the *Work* to meet the *Contract Time*."

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 Add:

"in no case more than 10 *Working Days* from the event or series of events giving rise to the claim."

SUPPLEMENTARY GENERAL CONDITIONS

PART 7 DEFAULT NOTICE

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

7.1.1 Delete in its entirety and replace with:

"If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or applies to make a plan of compromise or arrangement pursuant to the **Companies' Creditors Arrangement Act**, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect."

7.1.2 The following shall be considered reasons for neglecting to prosecute the *Work* property or failing to comply with the requirements of the *Contract* to a substantial degree:

- .1 Abandonment of the *Contract* before, during or after completion of any phase of the *Work*
- .2 Encumbrances or claimants seeking to execute against the *Work*
- .3 The creation of liens, charges, encumbrances or debt not otherwise permitted by the Contract Agreement and ancillary agreements
- .4 Failure to meet specified milestones in the implementation of the *Work*,
- .5 Failure to follow the *Owner's* Respectful Workplace Policy.
- .6 Failure to abide by the requirements of the *Contract* in terms of workmanship and timely rectification of deficiencies in the *Work*.

7.1.5 In the first sentence, after the words "paragraph 7.1.1," delete the word "and" replace with the word "or".

PART 10 GOVERNING REGULATIONS

GC 10.2 LAWS, NOTICES, PERMITS AND FEES

10.2.8 Add:

"The *Contractor* shall provide to the *Consultant* copies of all inspection reports from the various authorities having jurisdiction with two *Working Days* of their receipt."

SUPPLEMENTARY GENERAL CONDITIONS

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.2 CONTRACT SECURITY

11.2.3 Add:

"The *Contractor* shall give the *Owner Notice in Writing* of any material change in the sureties within 15 days of occurrence of such changes."

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.3 WARRANTY

12.3.1 Delete "is one year" and replace with: "is two years"

12.3.4 Add:

"In effecting a correction of defects or deficiencies, the *Contractor* shall also bear all costs involved in removing, replacing, repairing, or restoring aspects of the *Work* that may be affected in the process of making the correction."

12.3.7 Add:

"Where a material, product or installation covered by warranty fails, the stipulated warranty and warranty period shall be renewed for the specific work being replaced or repaired, with the exception of warranties referred to in GC 12.3.6."

END OF SECTION

SUPPLEMENTARY DEFINITIONS

SUPPLEMENTARY DEFINITIONS

DEFINITIONS

Add the following definitions:

27. ***Contemplated Change Order:*** a written description of a proposed change in the *Work*.
28. ***Total Performance of the Work:*** when all *Work*, including all deficiencies but excluding any correction of completed *Work* that appears during the warranty period or other on-going warranty or guarantee obligations as provided by the *Contract Documents*, has been performed as required by the *Contract Documents*, as certified by the *Consultant*.

END OF SECTION

Appendix E: Figures




Settle down.

Water Metering Program

City Location Map

Legend

-  City of Grand Forks

Date
2014.03.03
 Project No.
0788.0036.01
 Coordinate System
NAD 1983 UTM Zone 11N



















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Document Path: U:\Projects_KEL\0788\0036\01\Drafting-Design-Analysis\GIS\Projects\MXD\Current\Figure 1 - City Location Map.mxd By: bpauls

Legend

Zoning

	AGRICULTURE / AIRPORT RUNWAY: AA		HEAVY INDUSTRIAL: HI
	AGRICULTURE RURAL: AR		LIGHT INDUSTRIAL SERVICE COMMERCIAL: LI
	AIRPORT COMMERCIAL: AC		LOW DENSITY RESIDENTIAL: LR
	COMERCIAL CORE: CC		MIXED DENSITY RESIDENTIAL: MR
	HIGHWAY TOURIST COMMERCIAL: HT		MULTI-FAMILY RESIDENTIAL: MF
	MIXED COMMERCIAL RESIDENTIAL: HC		PARK OPEN SPACE: PK
	NEIGHBOURHOOD COMMERCIAL: NC		HILLSIDE RESOURCE DISTRICT: HR
	DONALDSON DRIVE TRANSITION DISTRICT: DTD		INSTITUTIONAL: IN



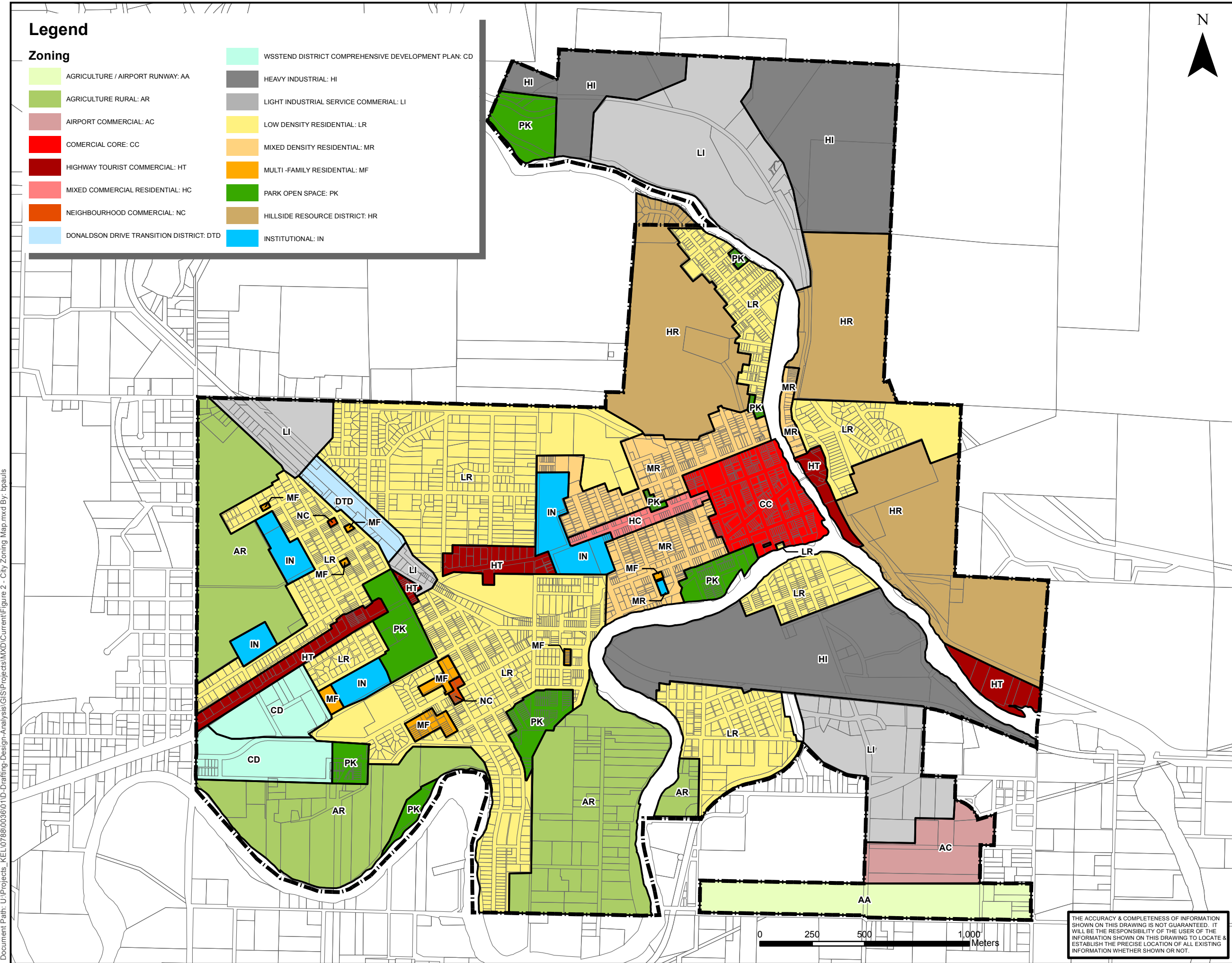
Settle down.

Water Metering Program

City Zoning Map

Note: Zoning dataset has not been updated since latest cadastral base update. Consequently, zoning boundaries should be viewed as approximate only.

Document Path: U:\Projects_KEL\0788\0036\01\0-Drafting-Design-Analysis\GIS\Projects\MXD\Current\Figure 2 - City Zoning Map.mxd By: bpauls



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Date
2014.03.03

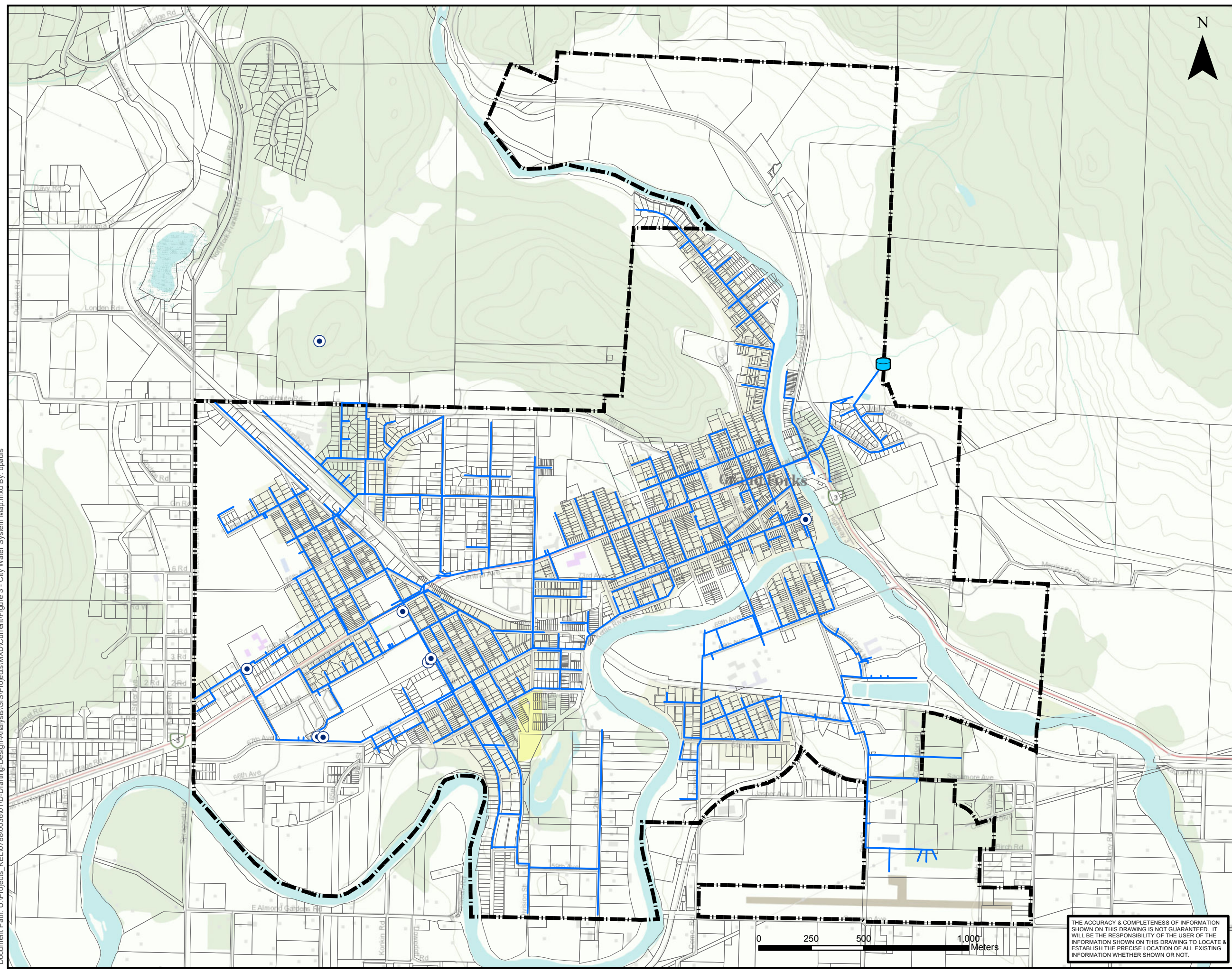
Project No.
0788.0036.01

Coordinate System
NAD 1983 UTM Zone 11N



Figure 2




Document Path: U:\Projects_KEL\0788\0036\01\0-Drafting-Design-Analysis\GIS\Projects\MXD\Current\Figure 3 - City Water System Map.mxd By: bpaulls



Settle down.

Water Metering Program City Water System Map

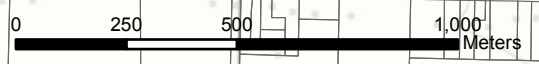
Legend

-  Reservoir
-  Water Wells
-  Watermains

Date
2014.03.03

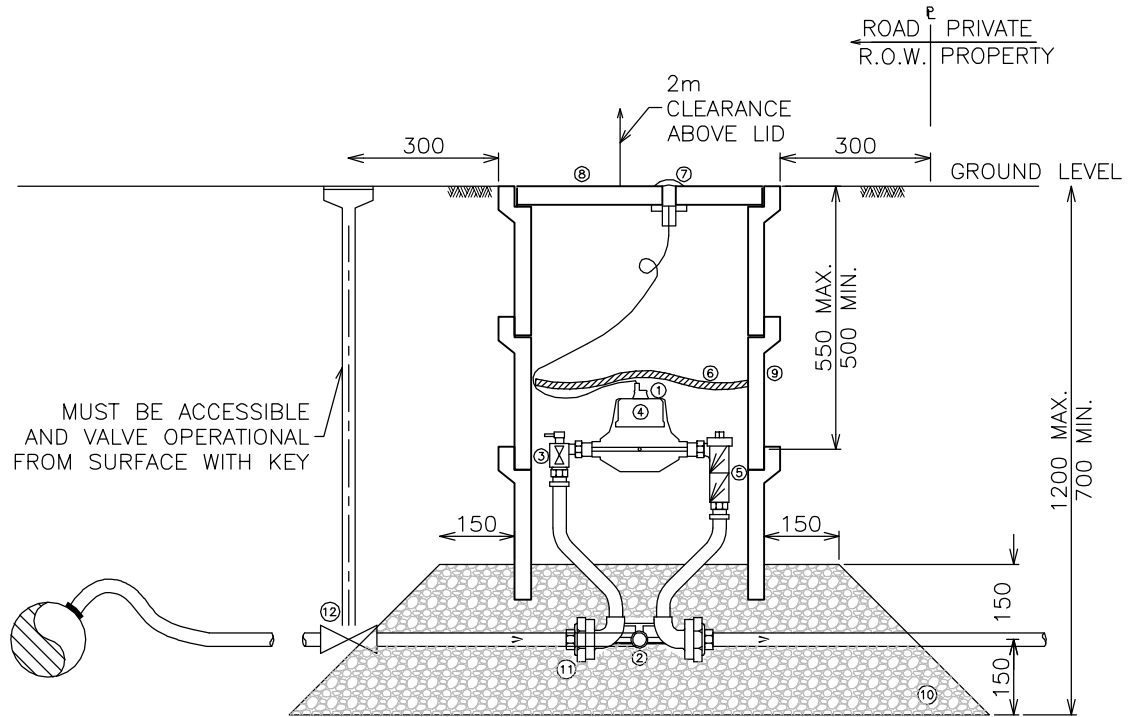
Project No.
0788.0036.01

Coordinate System
NAD 1983 UTM Zone 11N



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Appendix F: Standard Water Meter Vault



TYPICAL METER INSTALLATION

ITEM	DESCRIPTION
①	METER NUT
②	METER SETTER (CAMBRIDGE BRASS SERIES 6020 OR APPROVED EQUAL)
③	INLET BALL VALVE – FULL PORT (PART OF SETTER)
④	WATER METER
⑤	DUAL CHECK VALVE (PART OF SETTER)
⑥	FOIL BUBBLE WRAP INSULATION CUT TO FIT METER BOX OPENING.
⑦	TOUCH PAD, 45Ø OPENING FOR REMOTE METER SENSOR
⑧	LID PER SPECIFICATIONS
⑨	METER BOX
⑩	19mm CLEAR CRUSHED DRAIN ROCK
⑪	COMPRESSION FITTINGS
⑫	MAIN VALVE (CURB STOP C/W RISER)

3		All Dimensions Shown In millimetres, Unless Otherwise Noted		
2				
1				
	Revision Date	Approved	Title STANDARD WATER METER VAULT 25mm DIAMETER AND SMALLER	
WATER METER INSTALLATION STANDARD		Approved	DRAWING NUMBER SSD-WM1	
		Date		MARCH 2014
		Drawn By		Urban Systems