

Town of North Rustico



**North Rustico Seawalk
Boardwalk Replacement**



Issued for Approval and Tender

Town of North Rustico

North Rustico Seawalk Boardwalk Replacement

Issued for Approval and Tender	JLM	October 8, 2024	JAD
<i>Issue or Revision</i>	<i>Reviewed By:</i>	<i>Date</i>	<i>Issued By:</i>
			

Issued for Review
CBCL No: 242648.00

DIVISION	SECTION	No. of Pages
DIVISION 00		
00 21 10	Description of Work and List of Drawings	1
00 21 13	Information to Tenderers	3
00 41 43	Tender Form (Unit Price)	4
00 52 43	Form of Agreement	6
00 71 00	Definitions (CCDC 18-2001)	3
00 72 00	General Conditions of The Civil Works Contract	26
00 72 10	CCDC 41 - Insurance Requirements	2
00 73 00	Supplementary General Conditions	6
DIVISION 01		
GENERAL REQUIREMENTS		
01 10 10	General Instructions	7
01 29 00	Project Particulars and Measurement	2
01 33 00	Submissions/Shop Drawing	3
01 35 29	Health and Safety	15
01 35 44	Environmental Protection Procedures for Marine Work	13
01 45 00	Testing and Quality Control	2
01 50 00	Temporary Facilities	2
01 55 26	Traffic Regulation	4
01 71 00	Project Records	1
01 77 00	Closeout Procedures	1
01 78 00	Closeout Submittals	4
Appendices		
Appendix 1	Watercourse/Wetland Buffer Zone and Activity Permit	

1. GENERAL

- .1 The project involves demolition, removal and dispose of the existing North Rustico Seawalk Boardwalk running along the south side of Harbourview Drive. The project also involves constructing a new replacement boardwalk following the existing alignment consisting of a granular base, timber sleepers and timber decking. The boardwalk begins near 78 Harbourview Drive, runs east approximately 950m to the crosswalk which crosses Harbourview Drive over to the National Park Boardwalk.

2. LIST OF DRAWINGS

DRAWING

NO. TITLE

- Cover Sheet

C01 Site Plan

C02 Site Plan and Details

1. A complete Tender is comprised of the following:
 - a) The Tender Form in its entirety, with all pages and spaces for entry of information by Tenderers filled in as instructed.
 - b) Addenda received by the Tenderer during the tendering period.
 - c) Tender Security (refer to clause 12 herein).
 2. The tender shall be submitted in a sealed envelope marked as follows:

TENDER FOR

Town of North Rustico
Seawalk Boardwalk Replacement
Contract No. 242648.00

and must be delivered to the following address **up until**
2:00:00 p.m., local time, on October 25, 2024,
hereinafter referred to as the Tender Closing.

CBCL Limited
135 St. Peter's Road, Suite 201
Charlottetown, PE
C1A 5P3
 3. Tender opening will occur immediately following tender closing. Tender opening will be public opening.
 4. Before tendering, Tenderers should have examined the site of the work and shall have satisfied themselves as to the working conditions, including labour conditions and labour rules, the nature and kind of work to be done, any special risks associated therewith and all other matters which may be necessary in order to form a proper conception under which the work will be required to be performed. Tenderers shall not be entitled to claim at any time after execution of the Contract that there was any misunderstanding in regard to all such conditions.
 5. When forming their estimates and preparing their tenders, Tenderers shall take full cognizance of the content of all the Contract Documents listed in Section 00 41 43.
 6. Any questions, ambiguities, inconsistencies, or uncertainties in the Contract Documents which may become apparent to Tenderers when tendering shall be advised IN WRITING to Jordan Doiron, P.Eng: jdoiron@cbcl.ca. **It is the responsibility of the Tenderer to ensure all addenda have been received.**
 7. **The Tenderer agrees to make every reasonable effort to substantially complete the project on or before March 31, 2025.**
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8. All tenders shall be valid for acceptance for thirty (30) calendar days from the Closing Date.
 9. The Agreement is included in the Contract Documents at the time of tendering only for information and shall not be completed at the time of tendering.
 10. The appending of any qualifying clauses to the tender or failure to comply with these instructions and with all other relevant provisions contained in the documents in the completing of any tender renders such tender liable to disqualification.
 11. Contract Price to exclude HST. Harmonized sales tax shall be indicated as a separate amount and included in the Total Amount Payable.
 12. Each tender shall be accompanied by Tender Security in the amount of ten percent (10%) of the Total Amount Payable in evidence of the bonafide nature of the tender. This Tender Security shall be in favour of the Owner and shall be in the form of a Certified Cheque, irrevocable Letter of Credit or a Bid Bond which shall guarantee to the Owner that in the event of the successful Tenderer declining to enter into a formal agreement with the Owner as called for in the Contract Documents, or declining or neglecting to provide the Insurance or Contract Security required by the Contract Documents, then the Owner will be reimbursed the additional cost of accepting another tender or Tender Security amount, whichever is the lesser.
 - .1 The bonds shall be issued by a company whose guarantee bonds are acceptable to the Government of Canada. Use latest edition of CCDC Form 220.
 13. The Town of North Rustico and CBCL Limited is to be added to all insurance policies as an "Additional Insured".
 14. The Tender Security of the unsuccessful Tenderers will be returned to them after the Owner enters into a formal agreement with the successful Tenderer or the expiration of validity of their tenders, whichever is the sooner.
 15. On the written acceptance by the Owner of a tender, that tender becomes the Contract and the Tenderer who has submitted it becomes the Contractor. The Contractor will be required to enter into a formal agreement with the Owner following receipt of a written notice of acceptance from the Owner. The written notice of acceptance forms a Contract Agreement until the formal "Agreement" is executed.
 16. Within seven (7) days of written acceptance of a tender that tender shall provide Contract Security in the amount and form as specified in GC 11.2 and as supplemented in Section 00 73 00, and Insurance as specified in GC 11.1.
 17. Complete the Tender Form in ink and have corrections initialled by the individual signing the tender.
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18. Where manufactured articles are described or specified in the Contract Documents by name, catalogue number of a manufacturer or supplier, Tenderers shall tender on the basis of using only such articles. Procedure concerning substitution of a specified article with another shall be in accordance with equivalents and alternates in Section 01.
19. The Owner will not defray any expenses whatsoever incurred by Tenderers in the preparation and submission of their tenders. The Owner reserves the right to waive any formality or technicality in any tender.
20. The Owner reserves the right to accept or to reject any or all tenders received, or to select a tender which is deemed by the Owner to be in its best interests.
21. Tenders will be evaluated based on compliance with the specification, information submitted with the quotation, cost, completion time, experience and other factors, which may affect the overall cost and performance of the final product.
22. Tenders, which in the opinion of the Owner are considered to be informal or unbalanced, may be rejected.
23. The project budget is sensitive and following the close of tenders and prior to award, it may be necessary to adjust the scope to match available dollars.
24. Tenders may be amended or withdrawn by letter or facsimile, prior to Tender Closing. Amendments shall not disclose either original or revised total price.
 1. Head Amendment or withdrawal as follows: [Amendment][Withdrawal] of Tender for "Town of North Rustico Seawalk Boardwalk Replacement, Contract 242648.00". Signed and sealed as required for tender and submit at address given for receipt of tenders. All submissions must be received prior to tender closing.

END OF SECTION

1. SALUTATION:

.1 To: Town of North Rustico

.2 For: Contract 242648.00
Seawalk Boardwalk Replacement

.3 From: _____

2. TENDERER DECLARES:

- .1 That this tender was made without collusion or fraud.
- .2 That the proposed work was carefully examined.
- .3 That the Tenderer was familiar with local conditions.
- .4 That Contract Documents and Addenda No. ___ to ___ inclusive were carefully examined.
- .5 That all the above were taken into consideration in preparation of this Tender.
- .6 That the Town of North Rustico is not bound to accept the lowest or any tender which you may receive.

3. TENDERER AGREES:

- .1 To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the Work as described and specified herein for the unit prices stated in Subsection 4 hereunder, Schedule of Quantities and Unit Prices.
 - .2 Agrees to pay the Owner forthwith, upon demand, all liquidated damages resulting out of failure to meet the time for completion, as specified, in the Supplementary General Conditions, Section 00 73 00, GC 14.1.
 - .3 That the Estimated Contract Price shall be the sum of the products of the tendered unit prices times the estimated quantities in Subsection 4 hereunder.
 - .4 That this Tender is valid for acceptance for thirty (30) days from Tender Closing.
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- .5 That measurement and payment for items listed in Subsection 4 hereunder shall be in accordance with corresponding items in Section 01 29 00 Project Particulars and Measurement.
 - .6 To execute in triplicate the Agreement and forward same together with the specified contract security and insurance documents to the Owner within seven (7) days of written notice of award.
 - .7 That failure to enter into a formal contract and give specified insurance documents and contract security within time required will constitute grounds for forfeiture of certified cheque or enforcement of bid bond.
 - .8 That if certified cheque is forfeited, Owner will retain difference in money between amount of Tender and amount for which Owner legally contracts with another party to perform the Work and will refund balance, if any, to Tenderer.
 - .9 That the Contract Documents include:
 - .1 Description of Work and List of Drawings
 - .2 Instructions to Tenderers
 - .3 Tender Form
 - .4 Standard Construction Contract
 - .5 Supplementary General Conditions
 - .6 Supplementary Specifications
 - .7 Drawings
 - Cover Sheet
 - C01 Site Plan
 - C02 Site Plan and Details
 - .8 Addenda as issued and as confirmed in subsection 2.4 of this section.
-

4. SCHEDULE OF QUANTITIES AND UNIT PRICES

Item Description	Unit	Qty.	Unit Price	Amount
.1 Mobilization/Demobilization	L.S.	1	_____	_____
.2 Environmental Controls	L.S.	1	_____	_____
.3 Removals and Disposal	L.S.	1	_____	_____
.4 Timber Boardwalk Install	L.S.	1	_____	_____
.5 Class A Gravel	L.S.	1	_____	_____
.6 150mm Drainage Pipe	M	16	_____	_____
.7 Reinstatement	L.S.	1	_____	_____
Estimated Contract Price (Excluding HST)			\$ _____	
Add HST at 15% of Estimated Contract Price			\$ _____	
Total Amount Payable			\$ _____	

Tenderer's HST Registration Number _____

5. COMPLETION TIME

Tenderer agrees to make every reasonable effort to achieve Substantial Performance of the work on or before **March 31, 2025**.

Town of North Rustico
Seawalk Boardwalk Replacement
North Rustico, PEI
Contract No. 242648.00

Tender Form
(Unit Price)

Section 00 41 43
Page 4
October 2024

6. SIGNATURES*

DATED THIS _____ DAY OF _____, 20 _____.

[Seal]

Name of Firm Tendering

Signature of Signing Officer

Witness

Name and Title (Printed)

Witness

Signature of Signing Officer

Name and Title (Printed)

Company Address

Telephone No.

Fax No.

*NOTE: Tenders submitted by or on behalf of any Corporation must be signed and sealed in the name of such Corporation by a duly authorized officer or agent.

END

General

Agreement: CCDC18-2001, Civil Works Contract, as amended below form the basis of this Agreement between the Owner and Contractor, including definitions of specific words and terms.

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

BY AND BETWEEN

Town of North Rustico

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A1 - THE WORK

The Contractor shall:

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

Seawalk Boardwalk Replacement
Contract No. 242648.00

located at North Rustico, PEI

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

(Insert above the name of the Consultant)

is acting as and is hereinafter called the "Consultant"

and

- .2 do and fulfill everything indicated by this Agreement, and
- .3 commence the Work by the ____ day of _____ in the year ____ and attain Substantial Performance as certified by the Consultant by the 31 day of March in the year 2025.

ARTICLE A2 - AGREEMENTS AND AMENDMENTS

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 A3 of the Agreement.

ARTICLE A3 - CONTRACT DOCUMENTS

The following are the Contract Documents referred to in Article A1 of the Agreement - THE WORK:

- .1 Tender Form
- .2 Supplementary Tender Information
- .3 Agreement Between Owner and Contractor
- .4 Definitions
- .5 The General Conditions of the Contract
- .6 Supplementary General Conditions
- .7 Schedule of Prices
- .8 Specifications (as included in Specification Section 00 01 11, List of Contents)
- .9 Drawings (as listed in Specification Section 00 21 10, Description of Work and List of Drawings)
- .10 Addenda ___ through ___

ARTICLE A4 - CONTRACT PRICE

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

_____/100 dollars \$ _____

- .2 All amounts are in Canadian funds. Unit Prices **exclude** HST and Contract Price **includes** HST.
- .3 These amounts shall be subject to adjustments as provided in the *Contract Documents*.
- .4 The *Contract Price* will be the sum of the products of the actual final quantities that are incorporated in, or made necessary by the *Work*, as confirmed by count and measurement, multiplied by the appropriate *Unit Prices* from the Tender Form together with any adjustments that are made in accordance with the provisions of the *Contract Documents* plus the amount of HST.

ARTICLE A5 - PAYMENT

- .1 Subject to the provisions of the *Contract Documents*, the *Owner* shall make monthly payments on account to the *Contractor* for the work performed, as certified by the *Consultant*, subject to a fifteen percent (15%) holdback, the *Owner* shall in Canadian funds:
- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payment, and
- .2 The *Owner* shall release to the *Contractor* the holdback within two weeks of the date on which all of the following requirements have been met:
- (a) 60 days have elapsed from the Date of Substantial Performance of the Works as certified by the *Consultant*.
- (b) 7 days have elapsed from the date on which the *Consultant* issued the Certificate of Substantial Performance of the Works.
- (c) The *Contractor* has signed the Final Measure.
- (d) The *Contractor* has provided the *Consultant* with the following documents.
- (1) a statutory declaration to the effect that all expenses incurred in carrying out the Contract have been paid and releasing the Authority from any and all further claims relating to the Contract.
- (2) a certificate from a Barrister stating that there are no Mechanics' Liens filed relating to the contract works.
- (3) a clearance certificate from the Worker's Compensation Board, 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.
- .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 GC11.1 - INSURANCE.
- .3 Interest:
- .1 Should either party fail to make payments as they become due under the terms of the Contract or in an award by arbitration or court, interest at two percent (2%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis. The bank rate shall be the rate established by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to the chartered banks.
- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions - DISPUTE RESOLUTION or otherwise,
-

from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until it is paid.

ARTICLE A6 - RECEIPT OF AND ADDRESSES FOR NOTICES

.1 Notices in writing between the parties or between them and the *Consultant* shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended by hand or by registered post; or if sent by regular post, to have been delivered within 5 *Working Days* of the date of mailing when addressed as follows:

.1 The Owner at 106 Riverside Drive, PO Box 38,

North Rustico, PE, COA 1X0

(Address of Owner)

.2 The Contractor at _____

(Address of Contractor)

.3 The Consultant at 135 St. Peters Road, P.O. Box 1659,

Charlottetown, PEI C1A 7N4

(Address of Consultant)

ARTICLE A7 - QUANTITIES AND MEASUREMENT

.1 The quantities shown in Section 00 41 43 Tender Form - Schedule of Quantities and Unit Prices are estimated.

.2 Measurement for the actual quantities used to determine payments and Contract Price shall be in accordance with Section 01 29 00 - Project Particulars and Measurement.

ARTICLE A8 - SUCCESSION

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

ARTICLE A9 - RIGHTS AND REMEDIES

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.

ARTICLE A10 - TIME

Time shall be construed as being of the essence of the *Contract*. The *Works* will be completed by the date indicated in Article A1 herein and shall be referred to as the *Date of Completion*.

ARTICLE A11- LIQUIDATED DAMAGES

Should the *Contractor* fail to complete the works by the *Date of Completion*, the period of time from the *Date of Completion* to the time until all required *Work* is performed completely as determined by the *Consultant*, shall be termed the Period of Delay.

In the event of there being a Period of Delay, the *Contractor* will be liable for and will pay to the *Owner* the cost of continuance of supervision during the Period of Delay, and all additional fees, disbursements and costs incurred by the *Owner* by reason of there being such Period of Delay for each and every calendar day that the work or works shall remain unfinished after the time so specified. The said sum or sums in view of the difficulty of ascertaining the losses which the *Owner* may suffer by reason of delay in the performance of the said *Works*, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the *Owner* will suffer by reason of said delay and default and not as penalty. The *Contractor* agrees to pay the *Owner* liquidated damages for each payment following the event until the project reaches Substantial Performance as certified by the *Consultant*.

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

SIGNED AND DELIVERED

In the presence of:

OWNER

Name of Owner

WITNESS

Signature

Name and Title of Person Signing

Signature

Signature

Name and Title of Person Signing

Name and Title of Person Signing

CONTRACTOR

Name of Contractor

WITNESS

Signature

Name and Title of Person Signing

Signature

Signature

Name and Title of Person Signing

Name and Title of Person Signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirements 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.

END

DEFINITIONS

DEFINITIONS

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

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

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

GENERAL CONDITIONS

GENERAL CONDITIONS OF THE CIVIL WORKS CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products*, and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Except for the provisions of article 12.3.6, nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any of the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.7 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
 - the Agreement between the *Owner* and the *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - the *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .4 later dated documents shall govern over earlier documents of the same type.
- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings*, and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings*, and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.10 Models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

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

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

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

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents* during construction until issuance of the final certificate for payment, and subject to GC 2.1 - AUTHORITY OF THE CONSULTANT and with the *Owner's* concurrence, from time to time until the completion of any correction of defects as provided in paragraph 12.3.3 of GC 12.3 - WARRANTY.
- 2.2.2 The *Consultant* may provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.3 The *Consultant* will review the *Work* at intervals appropriate to the progress of construction to:
 - .1 become familiar with the progress and quality of the *Work*,
 - .2 determine if the *Work* is proceeding in general conformity with the *Contract Documents*, and
 - .3 verify quantities of *Work* performed under a *Schedule of Prices*.
- 2.2.4 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT, and GC 5.7 - FINAL PAYMENT.
- 2.2.5 The *Consultant* will not be responsible for and will not have control, charge, or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations, or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of, or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.

- 2.2.6 The *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents* and shall make findings as to the performance thereunder by both parties to the *Contract*, except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER. Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. When making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.7 Matters in question relating to the performance of the Work or the interpretation of the *Contract Documents*, except for GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER, shall be referred initially to the *Consultant* by notice in writing given to the *Consultant* and to the other party for the *Consultant's* interpretation and finding which will be given by notice in writing to the parties within a reasonable time. With respect to claims, the *Consultant* will make findings as set out in GC 6.6 - CLAIMS, paragraph 6.6.5.
- 2.2.8 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed, or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.
- 2.2.9 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.10 The *Consultant* will review and take appropriate action upon such *Contractor's* submittals as *Shop Drawings*, *Product data*, and samples, as provided in the *Contract Documents*.
- 2.2.11 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.12 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.13 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information, and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.14 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe, and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections, or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notice of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notice of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections, or approvals before such special tests, inspections, or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.

- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances of the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

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

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

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

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*;
 - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
 - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
 - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
 - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.

- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to introduce and store products and use the *Owner's* or other contractor's construction equipment to execute their work;
 - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
 - .3 where part of the *Work* is affected by or depends upon for its proper execution the work of other contractors or *Owner's* own forces, promptly report to the *Consultant* in writing and prior to proceeding with that part of the *Work*, any apparent deficiencies in such work
- 3.2.4 Where the *Contract Documents* identify the work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall coordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces and interface as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and interface of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 - CHANGES, GC 6.2 - CHANGE ORDER, and GC 6.3 - CHANGE DIRECTIVE.
- 3.2.6 Disputes, and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

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

GC 3.4 DOCUMENT REVIEW

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

GC 3.5 CONSTRUCTION SCHEDULE

- 3.5.1 The *Contractor* shall:
- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;

- .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
- .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

GC 3.6 SUPERVISION

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

GC 3.7 LAYOUT OF THE WORK

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

GC 3.8 SUBCONTRACTORS AND SUPPLIERS

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

GC 3.9 LABOUR AND PRODUCTS

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

GC 3.10 DOCUMENTS AT THE SITE

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

GC 3.11 SHOP DRAWINGS

- 3.11.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.11.2 The *Contractor* shall review all *Shop Drawings* prior to submission to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all field measurements, field construction conditions, materials, *Product* requirements, catalogue numbers, and similar data or will do so; and
 - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Contract Documents*.
- 3.11.3 The *Contractor* shall confirm the review of each shop drawing by stamp, date, and signature of the person responsible for the review. At the time of submission the *Contractor* shall notify the *Consultant* in writing of any deviations in the *Shop Drawings* from the requirements of the *Contract Documents*.
- 3.11.4 The *Contractor* shall submit *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors. Upon request of the *Contractor* or the *Consultant*, they jointly shall prepare a schedule of the dates for submission and return of *Shop Drawings*. *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be submitted to such authority by the *Contractor* for approval.
- 3.11.5 The *Contractor* shall submit *Shop Drawings* in the form specified or as the *Consultant* may direct. The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or otherwise with reasonable promptness so as to cause no delay. The *Consultant's* review is for conformity to the design concept and for general arrangement only. The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents* unless the *Consultant* expressly notes the acceptance of a deviation on the *Shop Drawings*.
- 3.11.6 Upon the *Consultant's* request, the *Contractor* shall revise and resubmit *Shop Drawings* which the *Consultant* rejects as inconsistent with the *Contract Documents* unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the resubmission other than those requested by the *Consultant*.

GC 3.12 USE OF THE WORK

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

GC 3.13 CUTTING AND REMEDIAL WORK

- 3.13.1 The *Contractor* shall do the cutting and remedial work required to make the several parts of the *Work* come together properly.
- 3.13.2 The *Contractor* shall co-ordinate the *Work* to ensure that this requirement is kept to a minimum.
- 3.13.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 - CHANGES, GC 6.2 - CHANGE ORDER, and GC 6.3 - CHANGE DIRECTIVE.
- 3.13.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.14 CLEANUP

- 3.14.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.14.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.7 - SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment* and *Temporary Work* not required for the performance of the remaining work.
- 3.14.3 Prior to application for the final certificate for payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

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

GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 - CHANGES, GC 6.2 - CHANGE ORDER, and GC 6.3 - CHANGE DIRECTIVE.

- 4.2.3 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.2 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC 5.2 BASIS OF PAYMENT FOR UNIT PRICE WORK

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

GC 5.3 BASIS OF PAYMENT FOR LUMP SUM WORK

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

GC 5.4 BASIS OF PAYMENT FOR COST PLUS WORK

- 5.4.1 Payment for cost plus work shall be based on the cost of such work, as provided in paragraph 5.4.2, plus a fee calculated as a percentage of the cost of such work, for the *Contractor's* overhead and profit. The percentage amount shall be as provided in the *Contract Documents* but shall not be applied to the cost of *Construction Equipment* when such cost is based on rates which already include the *Contractor's* overhead and profit.
- 5.4.2 The cost of cost plus work shall be at rates prevailing in the locality of the *Place of the Work* and shall include the following cost elements as applicable to such work:
- .1 wages and benefits paid for labour in the direct employ of the *Contractor* under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the *Owner* and *Contractor*;
 - .2 salaries, wages, and benefits of the *Contractor's* personnel, when stationed at the field office, in whatever capacity employed; or personnel at shops or on the road, engaged in expediting the production or transportation of materials or equipment;
 - .3 contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraphs 5.4.2.1 and 5.4.2.2;
 - .4 travel and subsistence expenses of the *Contractor's* personnel described in paragraphs 5.4.2.1 and 5.4.2.2;
 - .5 the cost of all *Products* including cost of transportation thereof;
 - .6 the cost of materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation, and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
 - .7 the cost of all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery cost thereof;
 - .8 deposits lost;
 - .9 the amounts of all subcontracts;
 - .10 the cost of quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;

- .12 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
 - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes and duties for which the *Contractor* is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty items incurred in relation to the performance of the *Work*;
 - .16 the cost of removal and disposal of waste products and debris; and
 - .17 cost incurred due to emergencies affecting the safety of persons or property.
- 5.4.3 The *Contractor* shall obtain the *Owner's* approval prior to subcontracting or entering into other agreements for cost plus work.
- 5.4.4 The *Consultant* may refuse to certify payment for all or part of the cost of any item under any cost element, where the item in question was unsuitable, unnecessary or the cost was otherwise improperly incurred in the performance of the *Work*.
- 5.4.5 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of cost plus work and shall provide the *Consultant* with copies thereof when requested.
- 5.4.6 The *Owner* shall be afforded reasonable access to all of the *Contractor's* books, records, correspondence, instructions, drawings, receipts, vouchers, and memoranda related to the cost of cost plus work, and for this purpose the *Contractor* shall preserve such records for a period of one year from the date of *Substantial Performance of the Work*.

GC 5.5 APPLICATIONS FOR PROGRESS PAYMENT

- 5.5.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.5.2 Applications for payment shall be dated the last day of the agreed monthly payment period and the amount claimed shall be for the value, proportionate to the amount of the *Contract*, of work performed and *Products* delivered to the *Place of the Work* at that date.
- 5.5.3 Where the basis of payment of the *Contract Price* is *Unit Prices*, applications for payment shall include quantity measurements and any other data requested by the *Consultant* to assist the *Consultant* in evaluating the application and verifying quantity measurements.
- 5.5.4 Where the basis of payment of the *Contract Price* is a lump sum stipulated price:
- .1 the *Contractor* shall submit to the *Consultant*, at least 10 *Working Days* before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment;
 - .2 the schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error; and
 - .3 the *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.5.5 Where the basis of payment for a portion of the *Work* is cost plus, applications for payment shall be based on the cost of the work performed plus the amount of the fee earned, in accordance with GC 5.4 - BASIS OF PAYMENT FOR COST PLUS WORK.
- 5.5.6 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.6 PROGRESS PAYMENT

- 5.6.1 The *Consultant* will issue to the *Owner*, no later than 5 *Working Days* after the receipt of an application for payment from the *Contractor* submitted in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT, a certificate for payment in the amount applied for or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly notify the *Contractor* in writing giving reasons for the amendment.
- 5.6.2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT no later than 5 *Working Days* after the date of a certificate for payment issued by the *Consultant*.
- 5.6.3 Where the basis of payment of the *Contract Price* is *Unit Prices*, quantities for progress payments shall be considered approximate until final verification of quantities by the *Consultant*. A certificate for progress payment shall not be construed as the *Consultant's* final verification of quantities. Final verification of quantities will be made after all work of an item is completed.

GC 5.7 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.7.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall prepare and submit to the *Consultant* a comprehensive list of items to be completed or corrected and apply for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 5.7.2 No later than 15 *Working Days* after the receipt of the *Contractor's* list and application, the *Consultant* will review the *Work* to verify the validity of the application and notify the *Contractor* whether the *Work* or the designated portion of the *Work* is substantially performed.
- 5.7.3 The *Consultant* will state the date of *Substantial Performance of the Work* or designated portion of the *Work* in a certificate.
- 5.7.4 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.8 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.8.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:
- .1 submit an application for payment of the holdback amount,
 - .2 submit a sworn or affirmed statement that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.8.2 After the receipt of an application for payment from the *Contractor* and the sworn or affirmed statement as provided in paragraph 5.8.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.8.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 5 *Working Days* prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.8.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice, or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

- 5.8.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable no later than 30 days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.9 PROGRESSIVE RELEASE OF HOLDBACK

- 5.9.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first *Working Day* following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*.
- 5.9.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.9.2 Notwithstanding the provisions of the preceding paragraph, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* is protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.10 FINAL PAYMENT

- 5.10.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.10.2 The *Consultant* will, no later than 15 *Working Days* after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and notify the *Contractor* that the application is valid or give reasons why it is not valid.
- 5.10.3 When the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.10.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 *Working Days* after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.11 WITHHOLDING OF PAYMENT

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

GC 5.12 NON-CONFORMING WORK

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

PART 6 CHANGES

GC 6.1 CHANGES

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

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* or the *Contract Time* is proposed or required, the *Consultant* will provide notice in writing to the *Contractor* describing the proposed change. The *Contractor* shall present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment of the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change.
- 6.2.2 The method of adjustment of the *Contract Price* presented by the *Contractor* may be:
- .1 Unit Prices listed in the Schedule of Prices that are applicable to the change in the Work or, if *Unit Prices* listed in the *Schedule of Prices* are not directly applicable, by unit prices deduced or extrapolated from such *Unit Prices*,
 - .2 a lump sum or unit price quotation, or
 - .3 the cost plus method as provided in GC 5.4 - BASIS OF PAYMENT FOR COST PLUS WORK.
- 6.2.3 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*, signed by *Owner* and *Contractor*. The value of the work performed as the result of a *Change Order* shall be included in applications for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used by the *Owner* to direct a change in the *Work* that is within the general scope of the *Contract Documents*.
- 6.3.3 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.4 The adjustment in the *Contract Price* for a change in the *Work* carried out by way of a *Change Directive* shall be on the basis of the *Contractor's* actual expenditures and savings attributable to the change. If a change in the *Work* results in expenditures only, the change in the *Work* shall be valued as cost plus work in accordance with GC 5.4 - BASIS OF PAYMENT FOR COST PLUS WORK.
- 6.3.5 If a change in the *Work* results in savings only, the amount of the credit shall be the actual cost savings to the *Contractor*, without deduction for overhead or profit.
- 6.3.6 If a change in the *Work* results in both expenditures and savings, the change in the *Work* shall be valued as specified in GC 6.3.4 and GC 6.3.5, except that overhead and profit on the cost plus work shall be payable only on the net increase, if any, with respect to that change in the *Work*.
- 6.3.7 Pending determination of the final amount of a *Change Directive*, the undisputed value of the work performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.8 If the *Owner* and *Contractor* do not agree on the proposed adjustment in the *Contract Time* or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.

- 6.3.9 If at any time after the start of the work directed by a *Change Directive*, the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order* signed by *Owner* and *Contractor*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*;
- then the observing party shall notify the other party in writing before conditions are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.
- 6.4.4 The *Contractor* shall not be entitled to an adjustment in the *Contract Price* or the *Contract Time* if such conditions were reasonably apparent prior to the time of bid closing.

GC 6.5 DELAYS

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

- 6.5.5 If no schedule is made under paragraph 2.2.9 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made and not then, unless the request is reasonable.

GC6.6 CLAIMS

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

GC 6.7 QUANTITY VARIATIONS

- 6.7.1 The *Owner* or the *Contractor* may request an adjustment to a *Unit Price* contained in a *Schedule of Prices* included in the *Contract* provided that the actual quantity of the item in the *Schedule of Prices* exceeds or falls short of the estimated quantity by more than 15%.
- 6.7.2 Where the actual quantity exceeds the estimated quantity by more than 15%, a *Unit Price* adjusted pursuant to paragraph 6.7.1 shall apply only to the quantity that exceeds 115% of the estimated quantity.
- 6.7.3 Where the actual quantity falls short of the estimated quantity by more than 15%, a *Unit Price* adjusted pursuant to paragraph 6.7.1 shall not exceed the *Unit Price* that would cause the extended amount to equal the original extended amount derived from the original *Unit Price* and estimated quantity.
- 6.7.4 If either party requests adjustment of a *Unit Price*, both parties shall make all reasonable efforts to agree on a revised *Unit Price*. The agreed revised *Unit Price* shall be recorded in a Change Order.
- 6.7.5 If agreement on a revised *Unit Price* is not reached, the matter shall be subject to final determination in accordance with Part 8 - DISPUTE RESOLUTION. Pending determination of the revised *Unit Price*, payment for the *Work* performed shall be included in progress payments based on the unrevised *Unit Price*.

PART 7 DEFAULT NOTICE

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

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, by giving the *Contractor* or receiver or trustee in bankruptcy notice in writing, terminate the *Contract*.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, notify the *Contractor* in writing that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such notice.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or subsequently agreed upon, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* delivered to the *Place of the Work*, subject to the rights of third parties, and finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
 - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
 - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction, and warranty of the work performed by the *Contractor* up to the time of termination shall continue in force after such termination.

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

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, by giving the *Owner* or receiver or trustee in bankruptcy notice in writing, terminate the *Contract*.
- 7.2.2 If the *Work* is stopped or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, by giving the *Owner* notice in writing, terminate the *Contract*.

- 7.2.3 The *Contractor* may notify the *Owner* in writing, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* notice in writing to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the notice in writing, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, stop the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

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

GC 8.2 NEGOTIATION, MEDIATION, AND ARBITRATION

- 8.2.1 In accordance with the latest edition of the Rules for Mediation of Construction Disputes as provided in CCDC 40, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Day* period, within 10 *Working Days* after either party by notice in writing requests that the Project Mediator be appointed.

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

GC 8.3 RETENTION OF RIGHTS

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

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

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

GC 9.2 DAMAGES AND MUTUAL RESPONSIBILITY

- 9.2.1 If either party to the *Contract* should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone for whom the other party is responsible in law, then that party shall be reimbursed by the other party for such damage. The reimbursing party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.
- 9.2.2 If the *Contractor* has caused damage to the work of another contractor on the *Project*, the *Contractor* shall upon due notice in writing settle with the other contractor by negotiation or arbitration. If the other contractor makes a claim against the *Owner* on account of damage alleged to have been so sustained, the *Owner* shall notify the *Contractor* in writing and may require the *Contractor* to defend the action at the *Contractor's* expense. The *Contractor* shall satisfy a final order or judgment against the *Owner* and pay the costs incurred by the *Owner* arising from such action.
- 9.2.3 If the *Contractor* becomes liable to pay or satisfy a final order, judgment, or award against the *Owner*, then the *Contractor*, upon undertaking to indemnify the *Owner* against any and all liability for costs, shall have the right to appeal in the name of the *Owner* such final order or judgment to any and all courts of competent jurisdiction.

GC 9.3 TOXIC AND HAZARDOUS SUBSTANCES

- 9.3.1 For the purposes of applicable environmental legislation, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.3.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall:
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.3.3 The *Owner* shall take all reasonable steps to ensure that no person suffers injury, sickness, or death and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.3.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with legal requirements, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.3.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not disclosed by the *Owner*, as required under paragraph 9.3.2, or which were disclosed but have not been dealt with as required under paragraph 9.3.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person suffers injury, sickness, or death and that no property is damaged or destroyed as a result of exposure to or the presence of the substances, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.3.6 If the *Contractor* is delayed in performing the *Work* or incurs additional costs as a result of taking steps required under paragraph 9.3.5.3, the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the *Contractor* shall be reimbursed for reasonable costs incurred as a result of the delay and as a result of taking those steps.
- 9.3.7 Notwithstanding paragraphs 2.2.6 and 2.2.7 of GC 2.2 - ROLE OF THE CONSULTANT, or paragraph 8.1.1 of GC 8.1 - AUTHORITY OF THE CONSULTANT, the *Consultant* may select and rely upon the advice of an independent expert in a dispute under paragraph 9.3.6 and, in that case, the expert shall be deemed to have been jointly retained by the *Owner* and the *Contractor* and shall be jointly paid by them.
- 9.3.8 The *Owner* shall indemnify and hold harmless the *Contractor*, the *Consultant*, their agents and employees, from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or resulting from exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*. This obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity set out in GC 12.1 - INDEMNIFICATION or which otherwise exist respecting a person or party described in this paragraph.
- 9.3.9 GC 9.3 - TOXIC AND HAZARDOUS SUBSTANCES shall govern over the provisions of paragraph 1.3.1 of GC 1.3 RIGHTS AND REMEDIES or GC 9.2 - DAMAGES AND MUTUAL RESPONSIBILITY.

GC 9.4 ARTIFACTS AND FOSSILS

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

GC 9.5 CONSTRUCTION SAFETY

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

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

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

GC 10.3 PATENT FEES

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

GC 10.4 WORKERS' COMPENSATION

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

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain, and pay for the insurance coverages specified in GC 11.1 - INSURANCE. Unless otherwise stipulated, the duration of each insurance policy shall be from the date of commencement of the *Work* until the date of the final certificate for payment. Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements.

.1 General Liability Insurance:

General liability insurance shall be in the joint names of the *Contractor*, the *Owner*, and the *Consultant*, with limits of not less than \$2,000,000 per occurrence and with a property damage deductible not exceeding \$2,500. The insurance coverage shall not be less than the insurance required by IBC Form 2100, or its equivalent replacement, provided that IBC Form 2100 shall contain the latest edition of the relevant CCDC endorsement form. To achieve the desired limit, umbrella, or excess liability insurance may be used. All liability coverage shall be maintained for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*. Where the *Contractor* maintains a single, blanket policy, the addition of the *Owner* and the *Consultant* is limited to liability arising out of the *Work* and all operations necessary or incidental thereto. The policy shall be endorsed to provide the *Owner* with not less than 30 days notice in writing in advance of any cancellation, and of change or amendment restricting coverage.

.2 Automobile Liability Insurance:

Automobile liability insurance in respect of licensed vehicles shall have limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all licensed vehicles owned or leased by the *Contractor*, and endorsed to provide the *Owner* with not less than 15 days notice in writing in advance of any cancellation, change or amendment restricting coverage. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.

.3 Aircraft and Watercraft Liability Insurance:

Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft if used directly or indirectly in the performance of the *Work*, including use of additional premises, shall be subject to limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof and limits of not less than \$2,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*. The policies shall be endorsed to provide the *Owner* with not less than 15 days notice in writing in advance of cancellation, change, or amendment restricting coverage.

.4 Property and Boiler and Machinery Insurance:

(1) "All risks" property insurance shall be in the joint names of the *Contractor*, the *Owner*, the *Consultant*, and all *Subcontractors*, insuring not less than the sum of the amount of the *Contract Price* and the full value, as stated in the Supplementary Conditions, of *Products* that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$2,500. The insurance coverage shall not be less than the insurance required by IBC Form 4042 or its equivalent replacement, provided that IBC Form 4042 shall contain the latest edition of the relevant CCDC endorsement form. The coverage shall be maintained continuously until 5 *Working Days* after the date of the final certificate for payment.

(2) Boiler and machinery insurance shall be in the joint names of the *Contractor*, the *Owner*, and the *Consultant* for not less than the replacement value of the boilers, pressure vessels, and other insurable objects forming part of the *Work*. The insurance provided shall not be less than the insurance provided by the "Comprehensive Boiler and Machinery Form" and shall be maintained continuously from commencement of use or operation of the property insured and until 5 *Working Days* after the date of the final certificate for payment.

- (3) The policies shall allow for partial or total use or occupancy of the *Work*. If because of such use or occupancy the *Contractor* is unable to provide coverage, the *Contractor* shall notify the *Owner* in writing. Prior to such use or occupancy the *Owner* shall provide, maintain, and pay for all risk property and boiler insurance insuring the full value of the *Work*, as in sub-paragraphs (1) and (2), including coverage for such use or occupancy and shall provide the *Contractor* with proof of such insurance. The *Contractor* shall refund to the *Owner* the unearned premiums applicable to the *Contractor's* policies upon termination of coverage.
- (4) The policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. The *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*.
- (5) The *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount at which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds and as provided in GC 5.5 - APPLICATIONS FOR PROGRESS PAYMENT and GC 5.6 - PROGRESS PAYMENT. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*.
- (6) In the case of loss or damage to the *Work* arising from the work of another contractor, or *Owner's* own forces, the *Owner*, in accordance with the *Owner's* obligations under paragraph 3.2.2.4 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, shall pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as provided in GC 5.5 - APPLICATIONS FOR PROGRESS PAYMENT and GC 5.6 - PROGRESS PAYMENT.

.5 Contractors' Equipment Insurance:

"All risks" contractors' equipment insurance covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, including boiler insurance on temporary boilers and pressure vessels, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. The policies shall be endorsed to provide the *Owner* with not less than 15 days notice in writing in advance of cancellation, change, or amendment restricting coverage. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* agrees to waive the equipment insurance requirement.

- 11.1.2 The *Contractor* shall be responsible for deductible amounts under the policies except where such amounts may be excluded from the *Contractor's* responsibility by the terms of GC 9.1 - PROTECTION OF WORK AND PROPERTY and GC 9.2 - DAMAGES AND MUTUAL RESPONSIBILITY.
- 11.1.3 Where the full insurable value of the *Work* is substantially less than the *Contract Price*, the *Owner* may reduce the amount of insurance required or waive the course of construction insurance requirement.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

GC 11.2 CONTRACT SECURITY

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

PART 12 INDEMNIFICATION — WAIVER — WARRANTY

GC 12.1 INDEMNIFICATION

- 12.1.1 The *Contractor* shall indemnify and hold harmless the *Owner* and the *Consultant*, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings (hereinafter called "claims"), by third parties that arise out of, or are attributable to, the *Contractor's* performance of the *Contract* provided such claims are:
- .1 attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and
 - .2 caused by negligent acts or omissions of the *Contractor* or anyone for whose acts the *Contractor* may be liable, and
 - .3 made in writing within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work*, or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.
- The *Owner* expressly waives the right to indemnity for claims other than those stated above.
- 12.1.2 The obligation of the *Contractor* to indemnify hereunder shall be limited to \$2,000,000 per occurrence from the commencement of the *Work* until *Substantial Performance of the Work* and thereafter to an aggregate limit of \$2,000,000.
- 12.1.3 The *Owner* shall indemnify and hold harmless the *Contractor*, the *Contractor's* agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.1.4 GC 12.1 - INDEMNIFICATION shall govern over the provisions of paragraph 1.3.1 of GC 1.3 -RIGHTS AND REMEDIES or GC 9.2 - DAMAGES AND MUTUAL RESPONSIBILITY.

GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Waiver of Claims by *Owner*
- As of the date of the final certificate for payment, the *Owner* expressly waives and releases the *Contractor* from all claims against the *Contractor* including without limitation those that might arise from the negligence or breach of contract by the *Contractor* except one or more of the following:
- .1 those made in writing prior to the date of the final certificate for payment and still unsettled;
 - .2 those arising from the provisions of GC 12.1 - INDEMNIFICATION or GC 12.3 - WARRANTY;
 - .3 those arising from the provisions of paragraph 9.3.5 of GC 9.3 - TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS and arising from the *Contractor* bringing or introducing any toxic or hazardous substances and materials to the *Place of the Work* after the *Contractor* commences the *Work*.
- In the Common Law provinces GC 12.2.1.4 shall read as follows:
- .4 those made in writing within a period of 6 years from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work* and arising from any liability of the *Contractor* for damages resulting from the *Contractor's* performance of the *Contract* with respect to substantial defects or deficiencies in the *Work* for which the *Contractor* is proven responsible. As used herein "substantial defects or deficiencies" means those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*.
- In the Province of Quebec GC 12.2.1.4 shall read as follows:
- .4 those arising under the provisions of Article 2118 of the Civil Code of Quebec.
- 12.2.2 Waiver of Claims by *Contractor*
- As of the date of the final certificate for payment, the *Contractor* expressly waives and releases the *Owner* from all claims against the *Owner* including without limitation those that might arise from the negligence or breach of contract by the *Owner* except:
- .1 those made in writing prior to the *Contractor's* application for final payment and still unsettled; and

.2 those arising from the provisions of GC 9.3 - TOXIC AND HAZARDOUS SUBSTANCES or GC 10.3 - PATENT FEES.

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

GC 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.

12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

12.3.3 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the warranty periods specified in the *Contract Documents*.

12.3.4 The *Owner*, through the *Consultant*, shall promptly give the *Contractor* notice in writing of observed defects and deficiencies which occur during the one-year warranty period.

12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.3.

12.3.6 Any extended warranties required beyond the one-year warranty period, as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibility of the warrantor.

Town of North Rustico CCDC 41
Seawalk Boardwalk Replacement Insurance Requirements
North Rustico, PEI
Contract No. 242648.00

Section 00 72 10

October 2024

INSURANCE REQUIREMENTS

75 Albert Street
Suite 400
Ottawa, Ont. K1P 5E7

Tel: (613) 236-9455
Fax: (613) 236-9526
info@ccdc.org

AN ASSOCIATION OF ENGINEERING COMPANIES
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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

THESE SUPPLEMENTARY GENERAL CONDITIONS AMEND THE DEFINITIONS AND GENERAL CONDITIONS

DEFINITIONS

1. Page 6, delete Definition 7 and replace with the following new definition:
 7. The Contract Price shall be the sum of the products of the actual final quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, multiplied by the appropriate Unit Prices from the Tender Form together with any adjustments that are made in accordance with the provisions of the Contract Documents plus the amount of Government Sales Tax. When a Lump Sum Stipulated Price form the basis of payment, the Contract Price is as stated in the Form of Agreement, Article A-4, plus the amount of Government Sales Tax.

GENERAL CONDITIONS OF CONTRACT

1. GC 2.4 - DEFECTIVE WORK

Page 11, clause 2.4.3, add the following sentence at the end of the clause:

"If the Consultant determination is not accepted by either party, then the matter shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION."

2. GC 3.7 - LAYOUT OF THE WORK

Page 13, delete clause 3.7.1 in its entirety and replace with the following:

3.7.1 Before the work of the Contract begins, the Consultant will, once only, provide the data for sufficient reference points to identify the Works on the ground. The Contractor shall have all reference points established on site by a licensed surveyor, at the place of the Work, at no additional cost to the Owner.

3. GC 3.11 - SHOP DRAWINGS

Page 14, clause 3.11.4, delete second sentence and replace to read:
"Contractor shall prepare and jointly review with Consultant a schedule of dates for submission of shop drawings."

4. GC 5.4 - BASIS OF PAYMENT FOR COST PLUS WORK

Page 17, after clause 5.4.2, add the following, renumber subsequent clauses:

5.4.3 The percentage fee as stated in clause 5.4.1 shall be two percent (2%) of the cost plus work, but shall not be applied to the cost of construction equipment when such cost is based on rates which already include overhead and profit.

5. GC 5.6 - PROGRESS PAYMENT

Page 18, in clause 5.6.1, line 1, change "5 working days" to read "10 calendar days" and in line 2, change "GC5.2" to read "GC 5.5".

Page 18, delete clause 5.6.2 in its entirety and replace with the following:

5.6.2 The Owner shall make payment to the Contractor on account as provided in Article A-5 of the Agreement - PAYMENT on or before twenty (20) calendar days after the later of:
.1 receipt by the Consultant of the application for payment;
or
.2 the last day of the monthly payment period covered by the application for payment.

Page 18, after clause 5.6.3, add the following additional clause:

5.6.4 The Contractor shall pay promptly any and all accounts for labour, services and materials used for the purpose of the fulfillment of this Contract as and when such accounts become due and payable and shall furnish the Consultant with proof of payment of such accounts in such form and as often as the Consultant may request.

6. GC 5.7 - SUBSTANTIAL PERFORMANCE OF THE WORK

Page 18, after clause 5.7.4, add the following additional clause:

5.7.5 Fifteen (15) days before the Contractor submits the application for Substantial Performance of the Work, all Operations and Maintenance Manual materials shall be submitted to the Consultant in accordance with the Contract Documents. The Certificate of Substantial Performance will not be issued until the Consultant received the required documents.

7. GC 5.8 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

Page 18, after clause 5.8.1.2, add the following:

5.8.1.3 Submit a clearance letter from the Workers' Compensation Board.

5.8.1.4 All such documents shall be dated not earlier than the expiry of the lien period.

Page 19, delete clause 5.8.3 in its entirety, renumber subsequent clause.

Page 19, add new clause 5.8.4 as follows:

5.8.4 If, within 60 days after the issue by the Consultant of the Certificate of Substantial Performance, the Contractor has not corrected all the deficiencies, the Owner shall retain sufficient money to cover the cost of completing said deficiencies, as determined by the Consultant, in addition to holding monies retained in accordance with the provisions of this Contract and subject to the provisions of the Mechanics' Lien legislation of P.E.I.

8. GC 5.10 - FINAL PAYMENT

Page 19, delete clause 5.10.1 in its entirety and replace with the following:

5.10.1 When the Contractor considers that the Work is completed, the Contractor shall submit an application for final payment. The Contractor's application for final payment is considered to be valid when:

- .1 Work has been completed in compliance with the Contract Documents and the Consultant is satisfied that all the requirements of the Contract have been fulfilled by the Contractor.
- .2 Defects have been corrected and deficiencies have been completed.
- .3 Equipment and systems have been tested, adjusted and balanced and are fully operational and written reports as outlined in the Contract Documents have been provided to the Consultant.
- .4 Certificates required by utility companies, manufacturer's representative and inspectors have been submitted.
- .5 Spare parts, maintenance materials, warranties and bonds have been provided.

5.10.2 If Work is deemed incomplete by the Consultant, complete outstanding items and request re-inspection.

5.10.3 If, in the opinion of the Consultant, it is not expedient to correct defective work or work is not performed in accordance with the requirements of the Contract, the Owner may deduct from the Contract Price the difference in value between work performed and that called for by the Contract Documents, the amount of which shall be determined by the Consultant.

Page 19, renumber existing clauses 5.10.2, 5.10.3 and 5.10.4 to 5.10.4, 5.10.5, and 5.10.6 respectively. In renumbered clause 5.10.6, change "5 working days" to read "20 calendar days".

9. GC 6.2 - CHANGE ORDER

Page 20, add new clause 6.2.4 as follows:

6.2.4 If the method of adjustment of the Contract Price presented by the Contractor is a lump sum or a unit price quotation as indicated in 6.2.2.2, the mark-up on changes shall be as follow:

- .1 Work performed by Contractor's own forces: cost plus ten percent (10%) overhead plus ten percent (10%) fee.
- .2 Work performed by Subcontractor's forces: cost plus ten percent (10%) overhead plus five percent (5%) fee.

10. GC 6.3 - CHANGE DIRECTIVE

Page 21, in clause 6.3.8, add the following sentence at the end of the paragraph:

"If such determination by the Consultant is not accepted by either party, then the decision shall be made in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION."

11. GC 6.5 - DELAYS

Page 21, clause 6.5.2, delete last sentence of paragraph and replace with the following sentence:

"The Contractor will not be reimbursed by the Owner for costs incurred by the Contractor as a result of such delay."

12. GC 9.5 - CONSTRUCTION SAFETY

Page 27, after GC 9.5.1, add the following:

9.5.2 W.H.M.I.S. - Workplace Hazardous Materials Information Systems & Hazardous Products Act - Government of Canada

Regulations under the Hazardous Products Act and the regulation regarding the handling and storage of hazardous materials must be complied with (reference: Regulation 88-221). These regulations stipulate that employees must be trained in the proper handling of workplace hazardous material.

13. GC 10.1 - TAXES AND DUTIES

Page 28, after clause 10.1.2, add the following:

10.1.3 The Contractor shall indicate on each application for payment, as a separate amount, the appropriate Government Sales Tax

(HST)that the Owner is legally obliged to pay. This amount will be paid to the Contractor in addition to the amount certified for payment under the Contract.

14. GC 10.2 - LAWS, NOTICES, PERMITS AND FEES

Page 28, in paragraph 10.2.3, add new sentences to end of paragraph as follows:

"Various jurisdictions have requirements for posting non-refundable fees before excavations are carried out within public rights-of-way. The Contractor is responsible for the determination of the requirement for each specific project and for any required deposits."

15. GC 11.1 - INSURANCE

Insurance requirements shall meet CCDC 41 Insurance Requirements.

Page 29, GC 11.1.1, add the following sentence:

"Such insurance shall have the Town of North Rustico and the Consultant as additional insureds and shall contain cross liability coverage and preclude subrogation by the insured against the owner".

15. GC 11.2 - CONTRACT SECURITY

Page 31, delete GC 11.2.1 in its entirety and replace with the following:

11.2.1 The Contractor shall, prior to commencement of the Work, provide to the Owner a Performance Bond and a Labour and Materials Bond, each in the amount of 50% of the Estimated Amount Due. Should it become apparent that the final cost of the project will exceed the Estimated Amount Due by more than 10%, the Contractor shall arrange to have his bonds reissued, based on the projected final cost.

Page 31, add new clause GC 11.2.2.1 as follows:

11.2.2.1 As an alternate to Performance and Labour and Material Payment Bonds, the contractor may provide security in the form of certified cheque in the amount of 10% of the tender price.

Page 31, add new clause GC 11.2.3 as follows:

11.2.3 The Contract Security will be retained until the expiration of the Period of Maintenance.

16. GC 12.3 - WARRANTY

Page 32, add new clause GC 12.3.7 as follows:

12.3.7 All work of repair or replacement carried out during the Warranty Period, shall be maintained for a period of one (1) year from the date of the Consultant's acceptance of the work of repair or replacement notwithstanding that the Warranty Period expires before the expiration of the said year. This clause shall not apply to normal operation maintenance, which shall be carried out by the Owner.

18. GC 13.1 TIME FOR COMPLETION

13.1.1 The Works shall be completed by the date indicated in the Article A-1 of the Agreement Between Owner and Contractor. The Date for Completion shall be the time to complete the Work given in the Tender Form.

19. GC 14.1 LIQUIDATED DAMAGES

14.1.1 Time shall be construed as being of the essence of the Contract.

14.1.2 Should the Contractor fail to complete the works by the Date for Completion, the period of time from the Date for Completion to the Date of Substantial Performance of the Works as determined by the Consultant, shall be termed the Period of Delay.

14.1.3 In the event of there being a Period of Delay, the Contractor shall be liable for and shall pay to the Owner the cost of continuance of supervision during the Period of Delay, and all additional fees, disbursements and costs incurred by the Owner by reason of there being such period of delay for each and every day that the work or works shall remain unfinished after the time so specified. The said sum or sums in view of the difficulty of ascertaining the losses which the Owner may suffer by reason of delay in the performance of the said Works, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the Owner will suffer by reason of said delay and default and not as penalty. The Owner may deduct the amount of such liquidated damages from each progress payment following the event until the project reaches Substantial Performance as certified by the Consultant.

- 1.1 DESCRIPTION OF WORK .1 The work to be done and list of contract drawings are set forth in 00 21 10 - Description of Work and List of Drawings.
- 1.2 FAMILIARIZATION WITH SITE .1 Before submitting a bid, it is recommended that bidders visit the site to review and verify the form, nature and extent of the work, materials needed, the means of access and the temporary facilities required to perform the Work.
- 1.3 CODES AND STANDARDS .1 Perform work in accordance with the latest National Building Code of Canada and any other code of provincial or local application, including all amendments up to bid closing date, provided that in any case of conflict or discrepancy, the more stringent requirement shall apply.
- .2 Materials and workmanship must meet or exceed requirements of specified standards, codes and referenced documents.
- 1.4 INTERPRETATION OF DOCUMENTS .1 Supplementary to the Order of Precedence article of the General Conditions of the Contract, the Division 01 sections take precedence over the technical specification sections in other Divisions of the Specification Manual.
- 1.5 TERM ENGINEER OR OWNER'S REPRESENTATIVE .1 Unless specifically stated otherwise, the term Engineer or Owner's Representative where used in the Specifications and on the Drawings shall mean the Consultant as defined in the General Conditions of the Contract.
- 1.6 SETTING OUT WORK .1 The Contractor will set stakes to define location, alignment and elevations of work, and measurement of the work.
- .2 Supply such devices as straight edges and templates required to facilitate Owner's Representatives inspection of work.

- 1.6 SETTING OUT WORK (Cont'd) .3 Supply stakes and other survey markers required for laying out work.

- 1.7 MEASUREMENT FOR PAYMENT .1 Notify Owner's Representative sufficiently in advance of operations to permit required measurements for payment.

- 1.8 MAINTENANCE OF WORK DURING CONSTRUCTION .1 Maintain work during construction. Undertake continuous and effective maintenance work day by day, with adequate equipment and forces so that the roadway or structures are continuously kept in a condition satisfactory to Owner's Representative.

- 1.9 CODES .1 Perform work in accordance with Code of Practice of the Department of Labour, as it pertains to the Temporary Workplace Traffic Control Manual (Department of Transportation & Infrastructure Renewal and any other code of federal, provincial or local application provided that in any case of conflict or discrepancy, the more stringent requirements shall apply.

 - .2 Materials and workmanship must conform to or exceed applicable standards of Canadian General Standards Board (CGSB), Canadian Standards Association (CSA), American Society for Testing and Materials (ASTM) and other standards organizations.
 - .3 Conform to latest revision of any referenced standard as re-affirmed or revised to date of specification. Standards or codes not dated shall be deemed editions in force on date of tender advertisement.

- 1.10 DOCUMENTS REQUIRED .1 Maintain at job site, one copy each of following:
 - .1 Contract drawings.
 - .2 Specifications.
 - .3 Addenda.
 - .4 Reviewed drawings.
 - .5 Change orders.
 - .6 Other modifications to Contract.

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- 1.10 DOCUMENTS REQUIRED (Cont'd)
- .1 (Cont'd)
.7 Copy of approved work schedule.
- 1.11 SITE CONDITIONS
- .1 The site forms part of an active transportation route within the Town of North Rustico. The trail may be closed for the duration of the project. It is the contractors responsibility to install and maintain pedestrian control devises through the duration of the project and to remove such devises upon completion of the project.
- 1.12 CONSULTANT
- .1 Consultant can be contacted at:
CBCL Limited
135 St. Peters Road, Suite 201
Charlottetown, PEI C1A 5P3
Telephone: (902)892-0303, Facsimile: (902)368-3444
- 1.13 WORK SCHEDULE
- .1 Provide to the Owner's Representative in writing and within 5 working days after Contract award, a detailed construction schedule and traffic control plan. The schedule shall show proposed work to be undertaken and anticipated completion dates for each category of work in the Unit Price Table.
- .2 After receiving the Contractor's plan and prior to start of construction, a pre-construction meeting involving Contractor and Owner's Representative will be held at a place and time to be determined by the Owner's Representative. This meeting will review implications of the contract, design, schedule of work, methods of construction, environment protection methods and traffic control.
- .3 Interim reviews of work progress based on work schedule will be conducted as decided by Owner's Representative and schedule updated by Contractor in conjunction with and to approval of Owner's Representative.
- .4 No work will begin until the pre-construction meeting is held.

.5 Following the pre-construction meeting and approval of the schedule and traffic control plan, the work will be so scheduled to meet the time restraints and have the project completed on time.

1.14 SANITARY SERVICES

.1 The Contractor shall provide and maintain sanitary facilities for the use of workers at locations specified by the Owner's Representative. Provision of sanitary facilities shall meet requirements of provincial government and municipal statutes and authorities.

1.15 CONTRACTOR'S USE OF SITE

- .1 Co-operate with operators of adjacent facilities and as per direction of the Owners Representative.
- .2 Should interferences occur, take directions from Owners Representative.
- .3 Do not unreasonably encumber site with materials or equipment.
- .4 Move stored products or equipment which interfere with operations as directed by Owners Representative or other Contractors.
- .5 Obtain and pay for use of additional storage or work areas needed for operations.
- .6 Comply with all regulations and authorities having jurisdiction over the work.
- .7 Do not damage existing structures as a result of operations associated with this work. Repair any damage at no additional expense to the Contract.
- .8 Provide temporary barriers and warning signs in location where work is adjacent to areas used by public.

1.16 PROJECT MEETINGS

.1 Consultant will arrange project meetings and assume responsibility for setting times and recording and distributing minutes.

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- 1.17 ADDITIONAL DRAWINGS .1 Owner's Representative may furnish additional drawings for clarification. These additional drawings have same meaning and intent as if they were included with plans referred to in Contract documents.
- 1.18 RELICS, ANTIQUES AND WILDLIFE HABITAT .1 Protect relics, antiquities, wildlife habitat, items of historical or scientific interest such as cornerstones and contents, animal nesting sites, commemorative plaques, inscribed tablets, and similar objects found during course of work.
- .2 Give immediate notice to Owner's Representative and await Owner's Representative's written instructions before proceeding with work in this area.
- .3 Relics, antiquities and items of historical or scientific interest remain his Majesty's property.
- 1.19 MEASUREMENT OF QUANTITIES .1 Linear: Items which are measured by metre (m) or kilometre (km), such as pavement markings will be measured along centreline of installation unless otherwise shown on plans.
- .2 Area:
.1 Longitudinal and transverse measurements for areas to be measured horizontally in metres (m).
.2 Longitudinal and transverse measurements for such items as topsoil and hydroseeding to be made on actual flat or sloped surface seeded or sodded to be measured in Lump Sum (LS).
- .3 Volume:
.1 In computing volumes of excavation, average end area method will be used unless otherwise directed by Owner's Representative in writing.
.2 Term: cubic metres or C.M
.3 All volume measurements refer to in place measure unless specified elsewhere in specification.

1.20 SITE
MAINTENANCE AND
CLEAN UP

- .4 Mass:
 - .1 Term "tonne" shall mean 1000 kg.
 - .2 Materials which are specified for measurement by mass shall be weighed on scales approved by and at locations designated by Owner's Representative. Units used to haul material being paid for by mass shall bear legible identification numbers plainly visible to scale person as it approaches and leaves scale-house.
- .5 Time:
 - .1 Unless otherwise provided for elsewhere or by written authority of Owner's Representative, hourly rental of equipment will be measured in actual working time and necessary travelling time of equipment within limits of project at an all-inclusive rate. Equip each unit of mobile equipment with an approved device to register hours of operation. Devices which only measure hours of running of motor will not be accepted. Cost for operator of equipment will be included in the hourly rate.
- .1 Keep the work, all property, road surfaces, etc. in the vicinity of the Works and in areas where the Contractor's trucks will travel, in a clean and orderly condition, free from dirt, dust, snow, ice, rubbish, etc. at all times during the progress of the work.
- .2 Maintain trucks so that no spillage will occur. Before leaving the Site, trim loads and free wheels of accumulations of soil.
- .3 Wet piles or surfaces of earth or gravel, sweep or wet down street surfaces and apply safe chemicals such as calcium chloride as often as may be necessary to prevent dust nuisance during construction.
- .4 Keep site free from accumulations of waste material and rubbish to prevent an unsightly or hazardous condition. On the completion of the Works clear away and remove from the Site all Construction Equipment, surplus materials, rubbish and temporary works of every kind and leave the whole of the Site and works clean in a tidy condition to the approval of the Consultant.

- .5 Disposal of volatile fluid wastes (such as mineral spirits, oil, or paint thinner) in storm or sanitary sewer systems or into streams or waterways is not permitted.

1.21 EQUIPMENT
RENTAL RATES

- .1 Upon written request, the Contractor will supply the Owner's Representative with a list of the rental equipment to be used on work beyond the scope of bid items. Equipment rental rates will be in accordance with current rates published by the PEI Department of Transportation and Infrastructure.

END OF SECTION

PART 1 - GENERAL

- 1.1 MEASUREMENT .1 The method of measurement shall be as stated hereinafter for the individual items.
- 1.2 PAY ITEMS .1 Mobilization & Demobilization:
.1 Unit of Measurement: LUMP SUM (L.S.)
.2 This item includes: all cost to transport equipment, materials to site and prepare temporary construction measures including the supply and installation pedestrian fencing, and the cost to remove all equipment and temporary measures. Also includes all overhead costs, profits, fees, and indirect labour costs.
- .2 Environmental Controls:
.1 Unit of Measurement: LUMP SUM (L.S.)
.2 This item includes: the installation, maintenance, and removal of all environmental controls required to the satisfaction of the authorities having jurisdiction and to the requirements laid out in the environmental permits for this project.
- .3 Removals and Disposal:
.1 Unit of Measurement: LUMP SUM (L.S.)
.2 This item includes: the complete removal and off-site disposal of all items indicated including removal and dispose of the existing timber boardwalk at appropriate facilities for the material, sawcutting and asphalt removal at tie-in locations, remove and dispose of existing storm pipes, excavation of material, and removal of surplus material. The price is to include all labour, equipment, materials, and payment of all fees required to complete the work.
- .4 Timber Boardwalk Install:
.1 Unit of Measurement: LUMP SUM (L.S.).
.2 This item includes: all costs involved for installation of timber materials supplied by the owner including timber sleepers and decking. Decking is to be placed around existing rest areas and benches while maintaining the existing fixtures.
- .5 Class A Gravel:

- .1 Unit of Measurement: LUMP SUM (L.S.).
- .2 This item includes: all costs involved to supply and placement of Class A gravel and fine grading to achieve the specified slopes.
- .6 150mm Drainage Pipe:
 - .1 Unit of Measurement: LUMP Metre (M).
 - .2 This item includes: installation of new PVC storm pipes including excavation, supply and placement, bedding material, and backfilling beneath the boardwalk.
- .7 Reinstatement:
 - .1 Unit of Measurement: LUMP SUM (L.S.).
 - .2 This item includes: reinstate all shoulder surfaces (grass, gravel, asphalt, etc.) to a condition equal to or better than that which existed before construction.

END OF SECTION

PART 1 - GENERAL

- 1.1 General
- .1 Submit to Owner's Representative, for review, shop drawings, product data, samples and other information specified.
 - .2 Until submission is reviewed, work involving relevant product may not proceed.
 - .3 Provide all submittals electronically, in .pdf file format.
- 1.2 Shop Drawings
- .1 Drawings to be originals prepared by Contractor, Subcontractor, Supplier or Distributor, which illustrate appropriate portion of work, showing fabrication, layout, setting or erection details as specified in appropriate sections.
 - .2 Identify details by reference to sheet and detail numbers shown on Contract Drawings.
- 1.3 Product Data
- .1 Certain specification sections specify that manufacturer's standard schematic drawings, catalogue sheets, diagrams schedules, performance chart, illustrations and other standard descriptive data will be accepted in lieu of shop drawings.
- 1.4 Samples
- .1 Submit samples in sizes and quantities specified.
 - .2 Construct field samples and mock-ups at locations acceptable to Engineer.
 - .3 Accepted samples will become standards of workmanship and material against which, installed work will be checked on project.
- 1.5 Miscellaneous Data
- .1 Provide certificates, methodologies, design and test results as required.
- 1.6 Coordination of Submissions
- .1 Review shop drawings, product data, samples and miscellaneous data prior to submissions.
 - .2 Verify:
 - .1 Field Measurements.
 - .2 Field Construction Criteria.
 - .3 Catalogue numbers and similar data.
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- .3 Coordinate each submission with requirements of work and contract documents. Individual submissions will not be reviewed until all related information is available.
 - .4 Contractor's responsibility for errors and omissions in submission is not relieved by Engineer's review of submissions.
 - .5 Contractor's responsibility for deviations in submission from requirements in Contract Documents is not relieved by Engineer's review of submission, unless Engineer gives written acceptance of specified deviations.
 - .6 Notify Engineer, in writing at time of submission, of deviations from requirements of contract documents stating reasons for deviations.
 - .7 After Engineer's review, distribute copies.
- 1.7 Submission Requirements
- .1 Schedule submissions at least 14 days before dates reviewed submissions will be required.
 - .2 Submit all shop drawings and product data electronically in .pdf file format. Files must be legible and below 10Mb in size or broken into multiple .pdf files.
 - .3 Accompany submissions with transmittal letter, in duplicate, containing:
 - .1 Date.
 - .2 Project title and number.
 - .3 Contractor's name and address.
 - .4 Identification and quantity of each shop drawing, product data and sample submitted.
 - .5 Other pertinent data.
 - .4 Submissions shall include:
 - .1 Date and revision dates.
 - .2 Project title and number.
 - .3 Name and address of:
 - .1 Subcontractor.
 - .2 Supplier.
 - .3 Manufacturer.
 - .4 Separate details when pertinent.
 - .4 Identification of product or material.
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		.5	Relation to adjacent structure or materials.
		.6	Field dimensions, clearly identified as such.
		.7	Specification Section Number.
		.8	Applicable standards such as CSA or CGSB numbers.
		.9	Contractor's stamp, initialed or signed, certifying review of submission, verification of field measurements and compliance with contract documents.
1.8	<u>Shop Drawings Review</u>	.1	The review is solely to assess general conformance with design intent. Nothing in the review relieves the contractor's responsibilities for errors or omissions, or compliance with legal or other contract requirements. The contractor remains responsible for their work, including dimensions, fabrication, means and methods, techniques, sequences, coordination, and safety.
1.9	<u>Other Reviews</u>	.1	As for shop drawings above, other reviews are for the sole purpose of ascertaining the general concept.
<u>PART 2 - PRODUCTS</u>			
2.1	<u>Not Used</u>	.1	Not applicable.
<u>PART 3 - EXECUTION</u>			
3.1	<u>Not Used</u>	.1	Not applicable.

END OF SECTION

PART 1 - GENERAL

1.1 Definitions

- .1 Competent Person means a person who is:
 - .1 Qualified by virtue of personal knowledge, training and experience to perform assigned work in a manner that will ensure the health and safety of persons in the workplace, and;
 - .2 Knowledgeable about the provisions of occupational health and safety statutes and regulations that apply to the Work and;
 - .3 Knowledgeable about potential or actual danger to health or safety associated with the Work.
- .2 Medical Aid Injury: any injury for which medical treatment was provided and the cost of which is covered by Workers' Compensation Board of the province in which the injury was incurred.
- .3 PPE: personal protective equipment.
- .4 Work Site: where used in this section shall mean areas, located at the premises where Work is undertaken, used by Contractor to perform all of the activities associated with the performance of the Work.
- .5 Incident: occurrence, condition, or situation arising in the course of work that resulted in or could have resulted in injury, illness, property damage, environmental issues or fatality.

1.2 Submittals

- .1 Make submittals in accordance with Section 01 33 00.
 - .2 Submit to Owners Representative copies of the following documents, including updates issued:
 - .1 Site Specific Health and Safety Plan.
 - .2 Permit, compliance certificates and other permits obtained.
 - .3 Reports or directions issued by Federal, Provincial inspectors or other Authority having jurisdiction.
 - .4 Formal Safety Inspection Reports.
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- .5 Accident or Incident Reports.
 - .6 SDS data sheets.
 - .7 Name of person(s) designated to perform full time health and safety site supervision.
 - .3 Medical Surveillance: Where prescribed by federal or provincial legislation and regulations, and upon request by Owners Representative, obtain and submit certification of medical surveillance for site personnel prior to commencement of work.
 - .4 Submit other data, information and documentation upon request as stipulated elsewhere in this section.
- 1.3 Compliance Requirements
- .1 Comply with the Occupational Health and Safety Act for the Province of Prince Edward Island, and the Regulations made pursuant to the Act.
 - .2 Comply with Canada Labour Code Part II, and the Canada Occupational Safety and Health Regulations made under Part II of the Canada Labour Code.
 - .3 Comply with Provincial/Federal Public Health requirements, directions, and declarations. Prepare documented plans as prescribed by Public Health and/or industry best practices in consultation with the Owners Representative.
 - .4 Observe and enforce construction safety requirements measures required by:
 - .1 NBC 2015, Division B, Part 8.
 - .2 NFC 2015,
 - .3 Municipal by-laws and ordinances.
 - .5 In event of conflict between any provisions of above authorities the most stringent provision will apply. Should a dispute arise in determining the most stringent requirement, Owners Representative will advise on the course of action to be followed.
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- .6 A copy of the Canada Labour Code Part II may be obtained by contacting: Canadian Government Publishing Public Services & Government Services Canada
Ottawa, Ontario, KIA OS9,
Tel: (819) 956-4800 (1-800-635-7943)
Publication No. L31-85/2000 E or F
 - .7 Maintain Workers' Compensation Coverage for duration of Contract. Submit Letter of Good Standing to Owners Representative upon request.
- 1.4 Responsibility
- .1 Be responsible for health and safety of persons and property on work site and for protection of persons, environment and general public circulating adjacent to work operations to extent that they may be affected by conduct of Work.
 - .2 Enforce compliance by workers and other persons granted access to work site with safety requirements of Contract Documents, applicable federal, provincial, and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.
- 1.5 Site Control and Access
- .1 Control work site and entry points. Grant and allow entry to only workers and other persons so authorized. Immediately stop non-authorized persons from circulating within construction areas and remove from site.
 - .1 Owners Representative will provide names of those persons authorized by Owners Representative to enter onto Work Site and will ensure that such authorized persons have the required knowledge and training on Health and Safety pertinent to their reason for being at the site, however, Contractor remains responsible for the health and safety of authorized persons while at the Work Site.
 - .2 Provide safety orientation session to persons granted access to Work Site. Advise of hazards and safety rules to be observed while on site. Maintain records of such orientation on site for review and audit by the Owners Representative or their authorized inspector.
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- .3 Isolate Work Site from other areas of the premises by use of appropriate means.
 - .1 Erect fences, hoarding, barricades and temporary lighting as required to effectively delineate the Work Site, stop non-authorized entry, and to protect pedestrians and vehicular traffic around and adjacent to the Work and create a safe environment. See Section 01 50 00 for minimum acceptable requirements.
 - .2 Post signage at entry points and other strategic locations indicating restricted access and conditions for access.
 - .3 Use professionally made signs with bilingual message in the 2 official languages or international known graphic symbols.
 - .4 Secure Work Site against entry when inactive or unoccupied and to protect persons against harm.
 - .5 Ensure persons granted access are fitted and wear appropriate personal protective equipment (PPE). Be responsible for the provision of such PPE to persons who require access to conduct work or perform inspections.
- 1.6 Protection
- .1 Provide temporary facilities for protection and safe passage of public pedestrians and vehicular traffic around and adjacent to work site.
 - .2 Provide safety barricades, lights and signage on work site as required to provide a safe working environment for workers over cost and schedule considerations for Work.
 - .3 Carry out work placing emphasis on health and safety of public, employees, site personnel and protection of the environment over cost and schedule considerations for work.
 - .4 Should unforeseen or peculiar safety related hazard or condition become evident during performance of work, immediately take measures to rectify the situation and
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prevent damage or harm. Advise Owner's Representative verbally and in writing.

1.7 Filing of Notice

- .1 File Notice of Project and other Notices with Provincial authorities prior to commencement of Work.
- .2 Upon request, Owners Representative will provide name and mailing address of provincial department to whom the Notice of Project must be sent.

1.8 Permits

- .1 Obtain permits, licenses and compliance certificates, at appropriate times and frequency as stipulated by authorities having jurisdiction.
- .2 Where particular permit or compliance certificate cannot be obtained at the required stage of work, notify Owners Representative in writing and obtain Owner Representative's approval to proceed prior to carrying out that portion of work.
- .3 Post all permits on site. Submit copies to Owner's Representative.

1.9 Hazard Assessments

- .1 Implement and carry out a health and safety hazard assessment program as part of the work. Program to include:
 - .1 Initial hazard assessment carried out immediately upon notification of contract award and prior to commencement of work.
 - .2 On-going hazard assessments performed during the progress of work identifying new or potential health risks and safety hazards not previously known. As a minimum, hazard assessments shall be carried out when:
 - .1 New subtrade work, new subcontractor(s) or new workers arrive at the site to commence another portion of the work.
 - .2 The scope of work has been changed by Change Order.
 - .3 Potential hazard or weakness in current health and safety practices are identified by Owners Representative or by an authorized safety representative.

Brief persons on site conditions and on the minimum site safety rules in force at site.

- .3 Conduct site specific occupational health and safety meetings during the entire work as follows:
 - .1 Formal meetings on a minimum bi-weekly basis
 - .2 Informal toolbox meetings on a regular basis from a predetermined schedule.
- .4 Keep workers informed of anticipated hazards, on safety practices and procedures to be followed and of other pertinent safety information related to:
 - .1 Progress of Work;
 - .2 New sub-trades arriving on site and;
 - .3 Changes in site and project conditions
- .5 Record and post minutes of meetings. Make copies available to Owners Representative upon request.

1.12 Health and Safety Plan

- .1 Develop written site-specific Project Health and Safety Plan, based on hazard assessments, prior to commencement of work. Submit plan to Owner's Representative within seven (7) calendar days of Contract Award date.
 - .2 Health and Safety Plan shall contain the following three (3) parts:
 - .1 Part 1: List of individual health risks and safety hazards identified by hazard assessment(s).
 - .2 Part 2: List of specific measures to control or mitigate each hazard and risk identified in part one of Plan. Describe the engineering controls, personal protective equipment and safe work practices to be implemented and followed when performing work related to each identified hazard or risk.
 - .3 Part 3: Emergency Measures and Communications Procedures as follows:
 - .1 Emergency Measures: on-site operating procedures, evacuation measures and emergency response to be implemented in the occurrence of an accident or incident. Procedures to be
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specific and relevant to identified hazards. Measures to complement and be integrated with the Facility Emergency Response Plans in place at site. Obtain information on existing emergency and evacuation plans from Owners Representative and incorporate appropriate data.

- .2 Communication Procedures:
- .1 list of names and telephone numbers of designated official(s), to be contacted should an incident or emergency situation occur, including the following:
 - .1 General Contractor and all Subcontractors.
 - .2 Federal and Provincial Departments and local emergency resources organizations, as applicable to the hazards identified and type of accident or incident which might occur, in accordance with applicable laws and regulations.
 - .3 Owners Representative will provide list of names to be included.
 - .2 Procedures implemented at site to communicate and share information between workers, subcontractors, and General Contractor on work activities, and in particular those which might endanger workers.
 - .3 List of critical construction activities to be communicated with the Owners Representative which could affect facility operations, or pose a risk to the health and safety of workers and to the general public. Develop list in consultation with the Owners Representative.
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- .3 Prepare Health and Safety Plan in a three column format, addressing the three parts specified above, as follows:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
Identified Hazard	Control Measures	Emergency Measures & Communications Implemented Procedures

- .4 Develop Health and Safety Plan in collaboration with all subcontractors. Address all work and activities of subcontractors as they arrive on site. Immediately update Plan and submit to Owners Representative.
- .5 Implement, maintain and enforce compliance with requirements of the Health and Safety Plan until final completion of work and demobilization from site.
- .6 As work progresses, review and update Plan addressing additional health risks and safety hazards identified by on-going hazard assessments.
- .7 Submit revised versions of Plan to Owners Representative.
- .8 Post a typed written copy, including all Safety Plan updates, of the Health and Safety Plan in a common visible location at work site.
- .9 Submission of the Health and Safety Plan, and updates, to the Owners Representative is for review and information purposes only. Its submission shall not be construed to imply approval by Owners Representative, be interpreted as a warranty of being complete, accurate and legislative compliant and shall not relieve Contractor of his legal obligations for the provision of Health and Safety on the construction project.
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1.13 Safety Supervision
And Inspections

- .1 Employ Health & Safety Site Representative responsible for daily supervision of health and safety of the Work. Provide names of designated individuals to Owners Representative.
 - .2 Health & Safety Site Representative may be the Superintendent of the Work or other person designated by Contractor and shall be assigned the responsibility and authority to:
 - .1 Implement, monitor and enforce daily compliance with health and safety requirements of the Work.
 - .2 Monitor and enforce Contractor's site-specific Health and Safety Plan.
 - .3 Conduct site safety orientation session to persons granted access to Work Site.
 - .4 Ensure that persons allowed site access are knowledgeable and trained in health and safety pertinent to their activities at the site or are escorted by a competent person while on the Work Site.
 - .5 Stop the Work as deemed necessary for reasons of health and safety.
 - .3 Health & Safety Site Representative must:
 - .1 Be qualified and competent person in occupational health and safety.
 - .2 Have site-related working experience specific to activities of the Work.
 - .3 Be on Work Site at all times during execution of the Work.
 - .4 All supervisory personnel assigned to the Work shall also be competent persons.
 - .5 Inspections:
 - .1 Conduct regularly scheduled safety inspections of the Work on a minimum weekly basis. Record deficiencies and remedial action taken.
 - .2 Follow-up and ensure corrective measures are taken.
 - .3 Share inspection reports with crews / subcontractors.
 - .6 Cooperate with the Facility's and / or the Local Occupational Health and Safety representative.
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- .7 Keep inspection reports and supervision related documentation on site.
- 1.14 Training
- .1 Ensure that workers, subcontractors and other authorized persons granted access to site are trained and have been fully instructed, by a competent instructor, on:
 - .1 Safe operation of tools and equipment.
 - .2 Proper wearing and use of personal protective equipment (PPE) as applicable to the purpose and activities to be conducted on site.
 - .3 Safe work practices and procedures to be followed during the performance of their given work tasks or function on site.
 - .4 Site Conditions and minimum site safety rules provided through site orientation sessions.
 - .2 Maintain employee records and evidence of training and make readily available for review by Owners Representative upon request.
 - .3 When unforeseen or peculiar safety-related hazard, or condition occur during performance of Work, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction and advise Owners Representative verbally and in writing.
- 1.15 Minimum Site Safety Rules
- .1 Notwithstanding the requirement to abide by federal and provincial health and safety regulations, the following safety rules shall be considered minimum requirements at the work site and obeyed by all persons granted access:
 - .1 Wear personal protective equipment (PPE) appropriate to function and task on site; the minimum requirements being hard hat, safety footwear and eye protection.
 - .2 Immediately report unsafe activities, conditions, near-miss accidents, injuries and damages.
 - .3 Maintain site in tidy condition.
 - .4 Obey warning signs and safety tags.
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- .2 The following actions or conduct by Contractor, workers and sub-contractors will be considered as non conformance with the health and safety requirements of the contract for which a Non-Compliance Notification will be issued to the General Contractor by the Owners Representative:
 - .1 Failure to follow the minimum site safety rules specified above.
 - .2 Negligence resulting in serious injury or major property damage.
 - .3 Deliberate non-compliance with Federal and Provincial Acts and Regulations.
 - .4 Falsification of information in Workers Compensation Reports, safety reports and other health and safety related documents submitted to Owners Representative or to Authority having jurisdiction.
 - .5 Possession of firearms on site.
 - .6 Possession of non-prescriptive illegal drugs or alcohol.
 - .7 Action, or lack thereof, resulting in the issuance of Warnings, Fines or Stop Work Orders from a Provincial Authority having jurisdiction.
 - .8 Violation of other specified health and safety rules and requirements as determined by Owners Representative.
 - .3 The final decision as to what constitutes a safety violation or non-compliance issue will be made by Owners Representative.
 - .4 Non-Compliance Notifications may result in disciplinary measures taken as specified under the Non-Compliance Disciplinary Measures specified elsewhere in this section.
 - .5 Brief workers on site safety rules, and on the disciplinary measures to be taken for violation or noncompliance of such rules. Post such information on site.
- 1.16 Correction of Non-Compliance
- .1 The Contractor shall:
 - .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Owners Representative.
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.2 Provide Owners Representative with written report of action taken to correct non-compliance of health and safety issues identified.

.3 Owners Representative will stop Work if non-compliance of health and safety regulations is not corrected in a timely manner.

1.17 Incident Reporting

.1 Investigate and report incidents and accidents as outlined in Provincial Occupational Safety and Health Act and Regulations.

.2 Investigate and immediately report to Owners Representative incidents and accidents which results, or has the potential of resulting in:

.1 Injuries requiring medical aid,

.2 Property damage,

.3 Interruption to facility operations with potential loss to Owner,

.4 Required notification to Workers' Compensation Board or other regulatory agencies as stipulated by applicable regulations.

.3 Medical aid in above clause shall have the same meaning as the term "medical aid injury" as defined in the Canadian Dictionary of Safety Terms from the Canadian Society of Safety Engineers (C.S.S.E) as follows:

.1 Medical Aid Injury: any minor injury for which medical treatment was provided and the cost of which is covered by Workers' Compensation Board of the province in which the injury was incurred.

.4 Submit reports in writing.

- 1.18 Tools and Equipment Safety .1 Implement and follow a scheduled tool and equipment inspection/maintenance program at work site. Regularly check tools, equipment and machinery for safe operation and perform maintenance at pre-established time and frequency intervals as recommended by manufacturer. Include subcontractor's equipment as part of the inspection process.
- .2 Use standardized checklists to ensure established safety checks are stringently followed.
- .3 Immediately tag and remove items found faulty or defective off site.
- .4 Maintain written documentation on each inspection. Make available to Owners Representative upon request.
- 1.19 Hazardous Products .1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS).
- .2 Keep SDS data sheets on site. Provide copies of all data sheets to Owners Representative upon receipt of materials on site.
- .3 Post all SDS data sheets on site, in a Products common area, visible to workers.
- 1.20 Powder Actuated Devices .1 Use powder actuated fastening devices only after receipt of written permission from Owners Representative.
- 1.21 Posting of Documents .1 Post applicable items, articles, notices and orders in a conspicuous location on the Work Site in accordance with Acts and Regulations of Province. See local legislation for specifics.
- .2 Post other documents as specified herein, including:
.1 Site specific Health and Safety Plan.
.2 WHMIS SDS data sheets.
- 1.22 Records On-Site .1 Maintain on Work Site copy of safety related documentation and reports stipulated to be produced in compliance
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with Acts and Regulations of authorities having jurisdiction and of those documents specified herein.

- .2 Make available to Owners Representative, or authorized safety representative, for inspection upon request.

PART 2 - PRODUCTS

2.1 Not Used

- .1 Not applicable.

PART 3 - EXECUTION

3.1 Not Used

- .1 Not applicable.

END OF SECTION

PART 1 - GENERAL

1.1 References

- .1 Canada Shipping Act, 2001, Transport Canada, as amended 2019-07-30, and associated regulations.
- .2 Impact Assessment Act, 2019, as amended 2019-08-28, and associated regulations.
- .3 Canadian Environmental Protection Act, 1999, Environment and Climate Change Canada, as amended on 2021-05-01, and associated regulations.
- .4 Fisheries Act, 1985, Fisheries and Oceans Canada, as amended 2019-08-28, and associated regulations.
- .5 Migratory Birds Convention Act, 1994, Environment and Climate Change Canada, as amended 2017-12-12, and associated regulations.
- .6 Canadian Navigable Waters Act, 1985, Transport Canada, as amended 2019-10-04, and associated regulations.
- .7 Species at Risk Act, 2002, as amended 2021-04-23, and associated regulations.
- .8 Prince Edward Island Environmental Protection Act as amended 2017., and associated regulations.
- .9 Transportation of Dangerous Goods Act, 1992, Transport Canada, as amended 2019-08-28, and associated regulations.
- .10 Hazardous Products Act, 1985, as amended 2018-05-23, and associated regulations.
- .11 Workplace Hazardous Materials Information System, Health Canada.

1.2 Definitions

- .1 Deleterious Substance: any substance that, if added to water, makes the water deleterious to fish or fish habitat or any water containing substance in such quantity or concentration or has been changed by heat or other means, that if added to water
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makes that water deleterious to fish or fish habitat.

- .2 Environmental Protection: prevention/control of pollution and habitat or environment disruption during construction. Control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.
 - .3 Hazardous Material: any product, substance, or organism that is used for its original purpose; and that is either dangerous goods or a material that may cause adverse impact to the environment or adversely affect health of persons, animals, or plant life when released into the environment.
 - .4 Wetlands: land where the water table is at, near or above the surface or which is saturated for a long enough period to promote such features as wet-altered soils and water tolerant vegetation. Wetlands include organic wetlands or "peatlands," and mineral wetlands or mineral soil areas that are influenced by excess water but produce little or no peat.
 - .5 Watercourse: refers to the bed and shore of a river, stream, lake, creek, pond, marsh, estuary or salt-water body that contains water for at least part of each year.
 - .6 Alien species: refers to a species or subspecies introduced outside its normal distribution whose establishment and spread threaten ecosystems, habitats or species with economic or environmental harm.
 - .7 Buffer zone: a vegetated land that protects watercourses from adjacent land uses. It refers to the land adjacent to watercourses, such as streams, rivers, lakes, ponds, oceans, and wetlands, including the floodplain and the
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transitional lands between the watercourse and the drier upland areas.

1.3 Submittals

- .1 Submit in accordance with Section 01 33 00.
 - .2 Prior to commencing construction activities or delivery of materials to site, submit Environmental Protection Plan for review and approval by the Owner's Representative.
 - .3 Environmental Protection Plan is to present comprehensive overview of known or potential environmental issues which must be addressed during construction activities.
 - .4 Address topics at level of detail commensurate with environmental issue and required construction tasks.
 - .5 Environmental protection plan to include:
 - .1 Name(s) of person(s) responsible for ensuring adherence to Environmental Protection Plan.
 - .2 Work area plan showing proposed activity in each portion of area and identifying areas of limited use or non-use. Plan to include measures for marking limits of use areas including methods for protection of features to be preserved within authorized Work Areas.
 - .3 Spill Control Plan: including procedures, instructions, and reports to be used in event of unforeseen spill of regulated substance.
 - .4 Hazardous Materials Management Plan identifying hazardous materials for removal and disposal, as well as handling, storage and transportation procedures to ensure protection of workers and the public.
 - .5 Non-Hazardous solid waste disposal plan identifying methods and locations for solid waste disposal including clearing debris.
 - .6 Air pollution control plan detailing provisions to assure that dust, debris, materials and trash do not become airborne and travel off project site.
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- .7 Contaminant prevention plan that:
identifies potentially hazardous
substances to be used on job site;
identifies intended actions to prevent
introduction of such materials into
air, water, or ground; and details
provisions for compliance with
Federal, Provincial and Municipal laws
and regulations for storage and
handling of these materials.
- .8 Wastewater management plan that
identifies methods and procedures for
management and/or discharge of waste
waters which are directly derived from
construction activities, such as
clean-up and disinfection water.
- .9 Erosion and Sediment control plan
(refer to 1.9.3).

1.4 Transportation

- .1 Transport hazardous materials and hazardous
waste in compliance with Federal
Transportation of Dangerous Goods Act.
- .2 Any tools, equipment, vehicles, temporary
structures or parts thereof used to
carryout work in navigable water shall not
be permitted to remain in place after the
completion of the project.
- .3 Do not overload trucks when hauling
material. Secure contents against spillage.
- .4 Maintain trucks clean and free of mud, dirt
and other foreign matter.
- .5 Avoid potential release of contents and of
any foreign matter onto highways, roads and
access routes used for the Work. Take extra
care when hauling material and other
hazardous materials. Immediately clean any
spillage and soils.

1.5 Operation of
Machinery

- .1 Confirm machinery arrives on site in a
clean condition and is maintained free of
fluid leaks, alien species, invasive
species and noxious weeds.
 - .2 Whenever possible, operate machinery on
land above the high-water mark, on ice, or
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- from a floating barge in a manner that minimizes disturbance to the water body.
- .3 Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water.
- 1.6 Containment and Spill Management
- .1 Comply with Federal and Provincial laws, regulations, codes, standards and guidelines for the storage of fuel and petroleum products on site.
- .2 Submit a copy of a Spill Response Plan for approval to the Owner's Representative within fifteen (15) working days of Contract award.
- .3 Biodegradable fluids should be considered for use in place of petroleum products whenever possible, as a standard for best practices.
- .4 Do not place fuel storage tanks and store fuel or other petroleum products within a 30-metre buffer zone of watercourses and wetlands. Do not fuel or lubricate equipment within this 30-metre buffer zone. Obtain approval from Owners Representative of acceptable location on site for fuel storage and equipment service.
- .5 Do not dump petroleum products or any other deleterious substances on ground or in the water.
- .6 Be diligent and take all necessary precautions to avoid spills and contaminate the soil and water (both surface and subsurface) when handling petroleum products on site and during fueling and servicing of vehicles and equipment.
- .7 Protect all catch basins, drains and watercourses from contamination in the event of a spill.
- .8 All equipment to be used for the Work of the Contract must be free of fluid leaks and in good working order. Equipment will
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be inspected for fluid leaks before each use and at regular intervals during use. Equipment not in good repair to be immediately removed from use.

.9 Onsite crews must have emergency spill cleanup equipment, adequate for the activity involved, on-site. Spill equipment will include, as a minimum, at least one 250L (i.e., 55 gallon) overpack spill kit containing items to prevent a spill from spreading; absorbent booms, pillows, and mats; rubber gloves; and plastic disposal bags. Onsite crews to be trained in the use of spill control kits and the equipment they contain.

.10 In the event of a petroleum spill, immediately notify the Owners Representative and the Canadian Coast Guard (CCG) at 1-800-565-1633 (24 hour report line). Perform clean-up in accordance with all regulations and procedures stipulated by authority having jurisdiction.

1.7 Hazardous Material Handling

.1 Store and handle hazardous materials in accordance with applicable federal and provincial regulations, codes, standards and guidelines. Store in location that will prevent spillage into the environment.

.2 Label containers to WHMIS requirements and keep SDS data sheets on site for all hazardous materials.

.3 Maintain written inventory of all hazardous materials kept on site. List product name, quantity and storage date.

.4 Store and handle flammable and combustible materials in accordance with National Fire Code.

1.8 Waste Management and Disposal

.1 Do not bury rubbish, demolition debris and waste materials on site.

.2 Dispose and recycle demolition debris and waste materials in accordance with Provincial Waste Management requirements.

- .3 Do not dispose of hazardous waste, volatile materials (such as mineral spirits, paints, thinners, etc.) and petroleum products into waterways, storm or sanitary sewers or in waste landfill sites.
- .4 Dispose of hazardous waste in accordance with applicable federal and provincial laws, regulations, codes and guidelines.
- .5 Concrete waste:
 - .1 Do not discharge residual or rejected concrete on site.
 - .2 Immediately clean any accidental release of concrete on site prior to solidification.
 - .3 Do not wash and clean concrete vehicles on site.
 - .4 Perform dumping of residual material and truck cleaning operations only at the concrete plant. Follow environmental regulations and good practices as approved by the Provincial Department of the Environment and other authorities having jurisdiction.

1.9 Water Quality

- .1 Conduct visual monitoring for suspended solids daily during periods of in-water works, and other related works. If any changes occur in the turbidity of the water in the vicinity of the work area as a result of construction activities, the work should immediately stop and the Department of Fisheries and Oceans - Fisheries Protection Program contacted at (902) 426-3909 to determine if additional mitigation measures are required.
 - .2 Do not wash down equipment within a 30-metre buffer zone of a watercourse, wetland, or other identified environmentally sensitive area.
 - .3 Develop and implement an Erosion and Sediment Control Plan for the site that minimizes risk of sedimentation of the water body during all phases of the work. Erosion and sediment control measures should be maintained until all disturbed ground has been permanently stabilized,
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suspended sediment has resettled to the bed of the water body or settling basin and runoff water is clear. The plan should, where applicable, include:

- .1 Installation of effective erosion and sediment control measures before starting work to prevent sediment from entering the water body.
 - .2 Measures for managing water flowing onto the site, as well as water being pumped/diverted from the site such that sediment is filtered out prior to the water entering a water body (via settling basin or other filtration system).
 - .3 Site isolation measure (e.g., silt boom or silt curtain) for containing suspended sediment where in-water work is required (e.g., pile driving, drilling, etc.).
 - .4 Measures for containing and stabilizing waste material (e.g., construction waste and materials, accumulated debris) above the high-water mark of nearby water bodies to prevent re-entry.
 - .5 Regular inspection and maintenance of erosion and sediment control measures and structures during the course of the work.
 - .6 Repairs to erosion and sediment control measures and structures if damage occurs.
 - .7 Removal of non-biodegradable erosion and sediment control materials once site is stabilized.
- .4 Water contamination by preservative treated wood:
- .1 Preservative treated lumber and timber, whether plant or site treated, shall be cured for a minimum of 30 days from date of the treatment application before their installation in areas which will be in contact with the water.
 - .2 Do not cut treated wood lumber over the surface of a watercourse or wetland.
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- .3 Do not use liquid applied preservative products over the surface of a watercourse or wetland.
 - .4 Wood treated with Chromate Copper Arsenate (CCA) or Ammoniac Copper Zinc Arsenate (ACZA) must be CSA or American Wood Preserver Association (AWPA) approved.
 - .5 Do not use timber and lumber treated with creosote, petroleum and pentachlorophenol for any part of the work.

 - .5 Any construction debris/material that enters the marine environment will be removed immediately.

 - 1.10 Socioeconomic Restrictions
 - .1 Abide by municipal and provincial regulations for any restrictions on work performed during the night time and on flood lighting of the site. Obtain applicable permits.
 - .2 Use work equipment and machinery with purposely designed mufflers to reduce noise on site to lowest possible level. Maintain mufflers in good operating condition at all times.

 - 1.11 Bird And Bird Habitat
 - .1 Comply with Federal and Provincial laws, Migratory Birds Convention Act (MBCA) in regards to the protection of migratory birds, their eggs, nests and their young encountered on site and in the vicinity.
 - .2 Minimize disturbance to all birds on site and adjacent areas during the entire course of the Work.
 - .3 Do not approach concentrations of seabirds, waterfowl and shorebirds when anchoring equipment, accessing wharves, or ferrying supplies.
 - .4 During night time work, position flood lights in opposite direction of nearby bird nesting habitat.
 - .5 All machinery must be well muffled. If necessary, trucks may be required to avoid
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the use of "hammer" braking along specific sections of the route.

- .6 Contractors must ensure that food scraps and garbage are not left at the work site.
- .7 All equipment to be used in or over the marine environment is to be free from leaks or coating of hydrocarbon based fluids and/or lubricants harmful to the environment. Hoses and tanks are to be inspected on a regular basis to prevent fractures and breaks.
- .8 Construction activities will be carried out during times acceptable to local authorities.

1.12 Fish and
Fish Habitat

- .1 Avoid wet, windy and rainy periods that may increase erosion and sedimentation.
 - .2 Confirm in-water activities, or associated in-water structures, do not interfere with fish passage.
 - .3 Screen any water intakes or outlet pipes to prevent entrainment or impingement of fish. Entrainment occurs when a fish is drawn into a water intake and cannot escape. Impingement occurs when an entrapped fish is held in contact with the intake screen and is unable to free itself.
 - .4 Be aware of the risk for contamination of the fish habitat at the site as a result of alien species being introduced in the water.
 - .5 To minimize the possibility of fish habitat contamination, all construction equipment which will be immersed into the water of a watercourse, or has the possibility of coming into contact with such water during the course of the work, must be cleaned and washed to ensure that they are free of marine growth and alien species.
 - .1 Equipment shall include boats, barges, cranes, excavators, haul trucks, pumps, pipelines and all other miscellaneous tools and equipment
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previously used in a marine environment.

- .6 Cleaning and washing of equipment shall be performed immediately upon their arrival at the site and before use in or over the body of water.
 - .7 Conduct cleaning and washing operations as follows:
 - .1 Scrape and remove heavy accumulation of mud and dispose appropriately.
 - .2 Wash all surfaces of equipment by use of a pressurized fresh water supply.
 - .3 Immediately follow with application of a heavy sprayed coating of undiluted vinegar or other environmentally approved cleaning agent to thoroughly remove all plant matter, animals and sediments.
 - .4 Check and remove all plant, animal and sediment matter from all bilges and filters.
 - .5 Drain standing water from equipment and let fully dry before use.
 - .6 Upon removal from the water, drain standing water from equipment and let fully dry before removal off the site.
 - .8 Do not perform cleaning and washdown within a 30-metre buffer zone of a watercourse, wetland, or other identified environmentally sensitive area.
 - .9 Record of Assurance Logbook:
 - .1 Maintain an on-going log of past and present usage and washdowns of all equipment to illustrate mitigation measures undertaken against fish habitat contamination by alien species.
 - .2 Write data in a hard cover bound logbook,
 - .3 Include the following:
 - .1 Date and location where equipment was previously used in a watercourse or wetland.
 - .2 Type of work performed.
 - .3 Dates of washdown for each piece of equipment.
-

.4 Cleaning method and cleaning agent(s) used.

- .10 Keep Record of Assurance Logbook updated from project to project. Upon request, submit logbook to Owners Representative for review.
- .11 Abide by requirements and recommendations of Environment Canada and the Department of Fisheries and Oceans - Oceans and Habitat Branch in cleaning and washdown of equipment.
- .12 Marine equipment may be inspected DFO to ensure alien and invasive species are not introduced to the marine environment.

1.13 Air Quality

- .1 Keep airborne dust and dirt resulting from the work on site to an absolute minimum.
- .2 Employ dust suppression by the application of water when required. Apply dust control measures to work areas. The Owners Representative will determine locations where water is to be applied and the times at which it is to be applied. Waste oil must not be used for dust control under any circumstances.
- .3 Spray surfaces with water or other environmentally approved product. Use purposely suited equipment or machinery and apply in sufficient quantity and frequency to provide effective result and continued dust control during the entire course of the work.
- .4 Do not use oil or any other petroleum products for dust control.
- .5 Construction activities must be carried out during times acceptable to local authorities and smaller, less disturbing equipment will be used where possible.

1.14 Fires

- .1 Fires and burning of rubbish on site is not permitted.

PART 2 - PRODUCTS

PART 1 - GENERAL

- 1.1 Related Requirements .1 Section 01 33 00 Submittal Procedures.
- .2 Particular requirements for inspection and testing to be carried out by testing laboratory designated by Owners Representative are specified under various sections.
- 1.2 Appointment and Payment .1 Owner will appoint and pay for services of testing laboratory as part of their own Quality Assurance program. However, the Contractor is responsible for the payment and coordination of all Quality Control testing, including:
- .1 All field Quality Control testing and inspection items relating to the Contractor's work. The Contractor will be responsible for all testing as part of their work to ensure Quality Control. All results must be forwarded to the Owners Representative for review.
 - .2 Inspection and testing required by laws, ordinances, rules, regulations or orders of public authorities.
 - .2 Inspection and testing performed exclusively for Contractor's convenience.
 - .3 Mill tests and certificates of compliance.
 - .4 Tests specified to be carried out by the Contractor under the supervision of Owners Representative.
 - .5 Tests on materials, as specified in various sections of the Specifications is the responsibility of the Contractor except where stipulated otherwise.
 - .1 Provide all necessary instruments, equipment and qualified personnel to perform tests.
- .2 Where tests or inspections by designated testing laboratory reveal work not in accordance with contract requirements, Contractor to pay costs for additional tests or inspections as Owners Representative may require to verify acceptability of corrected work.
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1.3 Contractor's
Responsibilities

- .1 Furnish labour and facilities to:
 - .1 Provide access to work to be inspected and tested.
 - .2 Facilitate inspections and tests.
 - .3 Make good work disturbed by inspection and test.
 - .4 Provide storage on site for laboratory's exclusive use to store equipment and cure test samples.
- .2 Notify Owners Representative sufficiently in advance of operations to allow for assignment of laboratory personnel and scheduling of test.
- .3 Where materials are specified to be tested, deliver representative samples in required quantity to testing laboratory.
- .4 Pay costs for uncovering and making good work that is covered before required inspection or testing is completed and approved by Owners Representative.

PART 2 - PRODUCTS

2.1 Not Used

- .1 Not applicable.

PART 3 - EXECUTION

3.1 Not Used

- .1 Not applicable.

PART 1 - GENERAL

- 1.1 Access
- .1 Provide and maintain adequate access to project site.
 - .2 If authorized to use existing roads or structures for access to project site, maintain such roads for duration of Contract and make good damage resulting from Contractor's use of roads.
 - .3 Maintain full access to the work site. Should a court injunction be required ordering a person or group to refrain from impeding access to the site, such as a demonstration, picketing or union action, then obtaining the injunction and any associated costs will be considered incidental to this Contract. Any delays associated with such activity will be considered incidental to this Contract.
- 1.2 Sanitary Facilities
- .1 Provide sanitary facilities for work force in accordance with governing regulations and ordinances.
 - .2 Post notices and take such precautions as required by local health authorities. Keep area and premises in sanitary condition.
- 1.3 Parking
- .1 Contractor to make own arrangements to provide parking space for work force.
- 1.4 Barricades
- .1 Provide and maintain sufficient barricades, fencing, notices, warning signs, light signals, etc. for the protection of adjoining property and to warn others and workers engaged on the job of the dangers caused by the work.
 - .2 Types and location of barricades, etc. to be in accordance with local regulations and to the satisfaction of Owners Representative.
 - .3 The presence of such barricades, lights, etc. shall not relieve the Contractor of the responsibility for any damages.
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- 1.5 Security .1 Contractor to make own arrangements for security of equipment, materials, damages resulting from fire and theft.
- 1.6 Site Signs and Notices .1 Only Project Identification and Owners Representative/ Contractor signboards and notices for safety or instruction are permitted on site.
- .2 Format, location and quantity of site signs and notices to be accepted by Owners Representative.
- .3 Signs and notices for safety or instruction to be in English and French languages, or commonly understood graphic symbols.
- 1.7 Removal of Temporary Facilities .1 Remove temporary facilities from site when directed by Owners Representative.
- .2 When project is closed down for a period of time, keep temporary facilities operational until no longer required by Owners Representative.

PART 2 - PRODUCTS

- 2.1 Not Used .1 Not applicable.

PART 3 - EXECUTION

- 3.1 Not Used .1 Not applicable.

END OF SECTION

PART 1 - GENERAL

- 1.1 DESCRIPTION .1 This section is to provide traffic control pursuant to Section 6 of the Provincial Roads Act as stipulated in the PEI Temporary Workplace Traffic Control Manual (TWTCM).
- 1.2 RELATED WORK .1 General Instructions - Section 01 10 10
.2 Health and Safety Requirements - Section 01 35 29
- 1.3 REFERENCE STANDARD .1 Regulate traffic in accordance with the Roads Act (Prince Edward Island) as stipulated in the TWTCM distributed by the Prince Edward Island Department of Transportation and Infrastructure.
.2 The Owner's Representative reserves the right to direct the contractor to reduce either the number or length of traffic control work areas during peak traffic volumes or when cumulative delays exceed the specified maximum.
- 1.4 PROTECTION OF PUBLIC TRAFFIC .1 Comply with requirements of Acts, Regulations and By-Laws in force for regulation of traffic or use of roadways upon or over which it is necessary to carry out work or haul materials or equipment.
.2 When working on travelled way:
.1 Place equipment in position to present minimum of interference and hazard to travelling public.
.2 Keep equipment units as close together as working conditions will permit and preferably on same side of travelled way.
.3 Do not leave equipment on travelled way overnight.
.3 Do not close any lanes of roadway without approval of Owner's Representative. Before rerouting traffic, erect suitable signs and
-

devices in accordance with instructions contained in the TWTCM. Provide sufficient crushed gravel to ensure a smooth riding surface during work.

- .4 Keep travelled way well graded, free of pot holes and of sufficient width that required number of lanes of traffic may pass.
- .5 Limit construction to maintain at least one lane of traffic at all times.
- .6 When directed by Owner's Representative, provide well graded, detours or temporary roads to facilitate passage of traffic around restricted construction area. Provide and maintain signs and lights and maintain roadway.
- .7 Provide and maintain reasonable road access and egress to property fronting along or in vicinity of work under Contract unless approved otherwise by Owner's Representative.
- .8 Contractor must make provisions to transport cyclists and their bicycles thru activity work zones while pilot vehicle operations are in place.

1.5 INFORMATIONAL &
WARNING DEVICES

- .1 Provide and maintain signs and other devices required to indicate construction activities or other temporary and unusual conditions resulting from project work which may require road user response.
- .2 All traffic signs are to be bilingual or symbolic and shall be Level 1 reflectivity.
- .3 Supply and erect signs, declinators, barricades and miscellaneous warning devices as specified in TWTCM.
- .4 Place signs and other devices in locations recommended in the TWTCM.
- .5 The contractor shall provide an Accredited Sign Supervisor, who has successfully completed the Temporary Workplace Traffic Control Training Course, to be on site at all times when active

construction is taking place. The Accredited Traffic Control Sign Supervisor will be responsible to supervise the placement and dismantling of all temporary condition signs and devices that indicate to the road user that highway construction activity exist and also to ensure that proper traffic control procedures are carried out in accordance with the TWTCM. The Accredited Sign Supervisor is considered part of the contractors supervision and administration staff and compensation the provision this individual is considered incidental to the work.

- .6 A traffic control plan must be approved by the engineer prior to commencing any work.
- .7 Continually maintain traffic control devices in use by:
 - .1 Checking signs daily for legibility, damage, suitability and location. Clean, repair or replace to ensure clarity and reflectance.
 - .2 Removing or covering signs which do not apply to conditions existing from day to day.

1.6 CONTROL OF PUBLIC TRAFFIC

- .1 Provide traffic control personnel who have a valid provincial license and trained in accordance with and properly equipped as specified in the TWTCM, in following situations:
 - .1 When public traffic is required to pass working vehicles or equipment which may block all or part of travelled roadway.
 - .2 When it is necessary to institute one way traffic system through construction area or other blockage where traffic volumes are heavy, approach speeds are high and traffic signal system is not in use.
 - .3 When workers or equipment are employed on travelled way over brow of hills, around sharp curves or at other locations where oncoming traffic would not otherwise have adequate warning.
 - .4 Where temporary protection is required while other traffic control devices are being erected or taken down.
 - .5 For emergency protection when other traffic control devices are not readily available.
 - .6 In situations where complete protection
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for workers, working equipment and public traffic is not provided by other traffic control devices.

.2 All Traffic Control Personnel shall be equipped with portable radios of sufficient range to ensure continuous communication within the traffic control zone.

.3 All construction vehicles shall operate in accordance with and are subject to traffic control restrictions and operations in place on the project.

1.7 TRAFFIC MANAGEMENT
PLAN REQUIREMENT

.1 Contractor to provide a detailed traffic management plan, prior to construction.

.2 Traffic control measures are summarized as follows:

.1 Single lane traffic will be maintained at all times and will be a contract obligation.

.2 Complete road closures will not be permitted, unless some exceptional circumstances arise.

.3 Radio communications and one-way traffic controls will be used.

.3 The required traffic measures will be included in the construction contract. A detailed construction sequencing and Traffic Management Plan will be required prior to construction. On-going information and communications will be maintained throughout the construction period.

END OF SECTION

PART 1 - GENERAL

1.1 Record Drawings

- .1 Owners Representative will provide two (2) sets of white prints for record drawing purposes.
- .2 Maintain project record drawings and accurately record deviations from contract documents caused by site conditions and changes ordered by Owners Representative.
- .3 Mark changes in red coloured ink.
- .4 Record following information:
 - .1 Elevations of various elements in relation to CGVD2013 Datum.
 - .2 Field changes in dimensions and details.
 - .3 Changes made by Change Order.
- .5 At completion of project and prior to final inspection, neatly transfer notations to second set and submit both sets to Owners Representative.

PART 2 - PRODUCTS

2.1 Not Used

PART 3 - EXECUTION

3.1 Not Used

END OF SECTION

PART 1 - GENERAL

1.1 Inspection and
Declaration

- .1 Contractor's Inspection: Coordinate and perform, in concert with subcontractors, an inspection and check of all Work. Identify and correct deficiencies, defects, repairs and perform outstanding items as required to complete work in conformance with Contract Documents.
 - .1 Notify the Owners Representative in writing when deficiencies from Contractor's inspection have been rectified and that Work is deemed to be complete and ready for Owners Representative's inspection of the completed work.
 - .2 Owners Representative's Inspection: Accompany the Owners Representative during all interim and final inspections of the Work.
 - .1 Address defects, faults and outstanding items of work identified by such inspections.
 - .2 Advise Owners Representative when all deficiencies identified have been rectified.
 - .3 Note the Owners Representative will not issue a Certificate of Substantial Performance of the work until such time that the Contractor performs the following work and turns over the specified documents:
 - .1 Project record as-built documents;
 - .2 Final record documentation;
 - .3 Reports resulting from designated tests;
 - .4 Correct all discrepancies before the Owners Representative will issue the Certificate of Completion.

PART 2 - PRODUCTS

2.1 Not Used

- .1 Not applicable.

PART 3 - EXECUTION

3.1 Not Used

- .1 Not applicable.

END OF SECTION

PART 1 - GENERAL

1.1 Project Record Documents

- .1 Owners Representative will provide two (2) white print sets of contract drawings and two (2) copies of Specifications Manual specifically for "as-built" purposes.
- .2 Maintain at site one (1) set of the contract drawings and specifications to record actual as-built site conditions.
- .3 Maintain up-to-date, real time as-built drawings and specifications in good condition and make available for inspection by the Owners Representative upon request.
- .4 As-Built Drawings:
 - .1 Record changes in red ink on the prints. Mark only on one set of prints and at completion of work, neatly transfer notations to second set (also by use of red ink).
 - .2 Submit both sets to Owners Representative prior to application for Certificate of Substantial Performance.
 - .3 Stamp all drawings with "As-Built Drawings". Label and place Contractor's signature and date.
 - .4 Show all modifications, substitutions and deviations from what is shown on the contract drawings or in specifications.
 - .5 Record following information:
 - .1 Horizontal and vertical location of exterior underground utilities and appurtenances referenced to permanent surface improvements.
 - .2 Vertical location of various elements in relation to CGVD2013 Datum;
 - .3 Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure;
 - .4 Field changes of dimension and detail;
 - .5 Location of all capped or

- terminated services and utilities.
- .6 Any details produced in the course of the contract by the Owners Representative to supplement or to change existing design drawings;
 - .7 All change orders issued over the course of the contract must be documented on the finished as-built documents, accurately and consistently depicting the changed condition as it applies to all affected drawing details.
- .5 As-built Specifications: legibly mark in red each item to record actual construction, including:
- .1 Manufacturer, trade name, and catalogue number of each product actually installed, particularly items substituted from that specified.
 - .2 Changes made by Addenda and Change Orders.
 - .3 Mark up both copies of specifications; stamp "as-built", sign and date similarly to drawings as per above clause.
- .6 Maintain As-built documents current as the contract progresses. Owners Representative will conduct reviews and inspections of the documents on a regular basis. Failure to maintain as-builts current and complete to satisfaction of the Owners Representative shall be subject to financial penalties in the form of progress payment reductions and holdback assessments.
- 1.2 Reviewed Shop Drawings
- .1 Provide a complete set of all shop drawings reviewed for project to incorporate into each copy of the Operations & Maintenance manuals.
 - .2 Submit full sets at same time and as part of the contents of the Operation and Maintenance manuals specified.

- 1.3 Record Documentation .1 Record data including detailed technical information, documents and records describing individual products or systems as specified in individual sections of the specifications.
- .2 Manual Language: final manuals to be in English.
- .3 Number of copies required:
- .1 Submit interim pdf digital copy and one (1) hard copy binder of the manual for review and inspection by Owners Representative. Make revisions and additions as directed and resubmit.
- .2 Upon review and acceptance by Owners Representative, submit final pdf digital copy and one (1) hard copy binder. Interim copies are not to be considered as part of the final copies unless they have been fully revised and are identical to the final approved version.
- .4 Submission Date: submit complete operation and maintenance manual to Owners Representative 3 weeks prior to application for Certificate of Substantial Performance of the work.
- .5 Binding:
- .1 Assemble, coordinate, bind and index required data into Operation and Maintenance Manual.
- .2 Use vinyl, hard covered, 3" "D" ring binders, loose leaf, sized for 215 x 280 mm paper, with spine pocket.
- .3 Where multiple binders are needed, correlate data into related consistent groupings.
- .4 Identify contents of each binder on spine.
- .5 Organize and divide data following same numerical system as the section numbers of the Specification Manual.
- .6 Dividers: separate each section by use of cardboard dividers and labels. Provide tabbed fly leaf for each individual product and system and give description of product or component.

- .7 Type lists and notes. Do not hand write.
- .8 Drawings, diagrams and manufacturers' literature must be legible. Provide with reinforced, punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- .6 Manual Contents:
 - .1 Cover sheet containing:
 - .1 Date submitted.
 - .2 Project title, location and project number.
 - .3 Names and addresses of Contractor, and all Sub-contractors.
 - .2 Table of Contents: provide full table of contents in each binder(s), clearly indicate which contents are in each binder.
 - .3 Original or certified copy of warranties and product guarantees.
 - .4 Copy of approval documents and certificates issued by Inspection Authorities.
 - .5 Copy of reports and test results performed by Contractor as specified.
- .7 Shop drawings:
 - .1 Include complete set of reviewed shop drawings into each copy of the operations and maintenance manual.
 - .2 Fold and bind material professionally in a manner that corresponds with the specification section numbering system.
 - .3 When large quantity of data is submitted, place into separate binders of same size as O&M binders.

PART 2 - PRODUCTS

- 2.1 Not Used .1 Not applicable.

PART 3 - EXECUTION

- 3.1 Not Used .1 Not applicable.

END OF SECTION

Appendix A



Environment,
Energy and
Climate Action

Environnement,
Énergie et
Action climatique



PO Box 2000, Charlottetown
Prince Edward Island
Canada C1A 7N8

C.P. 2000, Charlottetown
Île-du-Prince-Édouard
Canada C1A 7N8

PERMIT NO: QA22-117

PRINCE EDWARD ISLAND BUFFER ZONE ACTIVITY PERMIT

In accordance with the authority provided by Sections 3 and 6 of the Prince Edward Island Watercourse and Wetland Protection Regulations, permission is granted to:

Name: **Town of North Rustico**
Address: **PO Box 38, 106 Riverside Dr., North Rustico, PE**
Postal Code: **C0A1X0**

to undertake an activity in a buffer zone, namely:

boardwalk replacement construction in a buffer zone

adjacent the Rustico Bay, a tributary to the Gulf of Saint Lawrence situated on Provincial Property Number(s): 663971 at North Rustico in Queens County, PEI with coordinates of 46.45705° latitude and -63.30372° longitude.

This permit is, by order of the Minister, effective on **Tuesday, March 1, 2022**
and expires on **Wednesday, December 31, 2025**

and is subject to the full implementation of and compliance with the following terms and conditions:

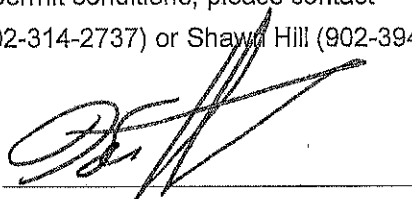
- [A] That all reasonable measures (in the opinion of the Minister) must be taken to minimize siltation of the watercourse.
- [B] That it is the applicant's responsibility to obtain any other necessary forms of approval or permission (ie: permits, etc.) from other government agencies including federal, provincial, and municipal departments or private landowners before the work commences.
- [C] That the issuance of this permit or approval does not imply any warranty against damages due to weather and / or climate change. Government shall not be liable for any claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the issuance of this permit or approval as a result of weather or climate change.
- [D] That, prior to the start of the work, sediment control works must be installed as required to prevent sedimentation of the watercourse and must be maintained as required.
- [E] That the contractor must have on site at all times a minimum 190 L Emergency Spill Response Kit.
- [F] That all barren soil at and about the construction site must be seeded and/or stabilized immediately upon completion of construction.
- [G] That the construction methods include limiting the disturbance of any vegetation in the buffer zone as much as possible.
- [H] That all work take place as outlined in your Watercourse, Wetland and Buffer Zone Activity Permit Application dated September 20, 2022.

PERMIT NO: QA22-117

If you have any questions regarding the foregoing permit conditions, please contact Kevin Arsenault (902-314-0024), Shawn Banks (902-314-2737) or Shayna Hill (902-394-1472).

Date issued: Thursday, November 3, 2022

Signed:

A handwritten signature in black ink, appearing to be 'K. Arsenault', written over a horizontal line.

Kevin Arsenault
Environment Officer