

CCDC 17

Stipulated Price Contract between Owner and Trade Contractor for Construction Management Projects

2 0 1 0

Name of Project

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CCDC 17 and CCDC 5A 'Construction Management Contract-For Services' are complimentary documents. CCDC 17 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 17 can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 17.

AGREEMENT BETWEEN OWNER AND TRADE CONTRACTOR FOR CONSTRUCTION MANAGEMENT PROJECTS

This Agreement made on the day of in the year .
by and between the parties

and hereinafter called the *Owner*

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

ARTICLE A-1 THE WORK

The *Trade Contractor* shall:

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

for the *Project* insert above the description of the Work

located at _____ *insert above the title of the Project*

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

is acting as and is hereinafter called the *Construction Manager*, and for which

is acting as and is hereinafter called the *Consultant*, and for which

the *Construction Manager** / *Consultant** is acting as the *Payment Certifier*, and (* Strike out inapplicable term.)

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and
- 1.3 perform the *Work*:
 - .1 in accordance with a schedule provided by the *Owner* at the time of signing the *Contract*, or
 - .2 in accordance with a schedule mutually agreed upon if provided by the *Owner* after the signing of the *Contract*; or
 - .3 if no schedule is provided by the *Owner*, commence the *Work* by the day of in the year and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the day of in the year .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

ARTICLE A-3 CONTRACT DOCUMENTS

- 3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE WORK:
 - Agreement Between *Owner* and *Trade Contractor*
 - Definitions
 - The General Conditions of the *Contract*
- *

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

ARTICLE A-4 CONTRACT PRICE

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

/100 dollars \$

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

/100 dollars \$

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

/100 dollars \$

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

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

percent (%), the *Owner* shall:

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

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

5.3 Interest

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

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

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

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

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

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

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

ARTICLE A-6 COMMUNICATION

6.1 Except for the direct communications described in paragraph 6.2 of this Article, all communications between the *Trade Contractor*, and the *Owner*, the *Consultant* or the *Payment Certifier* that relate to the *Contract* shall be forwarded through the *Construction Manager*.

6.2 The parties shall inform the *Construction Manager* of the following direct communications:

- .1 between the *Payment Certifier* and the *Owner*, *Consultant* or *Trade Contractor* as described in Part 5 of the General Conditions – PAYMENT;
- .2 among the *Owner*, *Consultant* and *Trade Contractor* with respect to *Notices in Writing*; and
- .3 as otherwise expressly specified in the *Contract Documents*.

ARTICLE A-7 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

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

Owner

*name of Owner**

address

facsimile number

email address

Trade Contractor

*name of Trade Contractor**

address

facsimile number

email address

Construction Manager

*name of Construction Manager**

address

facsimile number

email address

Consultant

*name of Consultant **

address

facsimile number

email address

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

ARTICLE A-8 LANGUAGE OF THE CONTRACT

8.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / French* language shall prevail.

** Complete this statement by striking out inapplicable term.*

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

ARTICLE A-9 SUCCESSION

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

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

SIGNED AND DELIVERED

In the presence of:

WITNESS

OWNER

name of Owner

signature of witness

signature

name of person signing

name and title of person signing

signature of witness

signature

name of person signing

name and title of person signing

WITNESS

TRADE CONTRACTOR

name of Trade Contractor

signature of witness

signature

name of person signing

name and title of person signing

signature of witness

signature

name of person signing

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Trade Contractor requirement calls for:

- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or*
- (b) the affixing of a corporate seal, this Agreement should be properly sealed.*

DEFINITIONS

The following Definitions shall apply to all *Contract Documents*. References in the definition to the singular shall be considered to include the plural as the context requires.

Change Directive

A *Change Directive* is a written instruction issued by the *Owner* through the *Construction Manager* and signed by the *Owner* directing the *Trade Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Trade Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

Change Order

A *Change Order* is a written amendment to the *Contract* issued by the *Construction Manager* and signed by the *Owner* and the *Trade Contractor* stating their agreement upon:

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

Construction Equipment

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

Construction Manager

The *Construction Manager* is the person or entity engaged by the *Owner* and identified as such in the Agreement.

Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Project*.

Contract

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

Contract Documents

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

Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

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*.

Drawings

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

Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Construction Manager* or the *Consultant* that is transmitted in accordance with the provisions of Article A-7 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Owner

The *Owner* is the person or entity identified as such in the Agreement.

Payment Certifier

The *Payment Certifier* is either the *Construction Manager* or the *Consultant* identified as such in the Agreement.

Place of the Project

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

Product

Product means material, machinery, equipment, and fixtures incorporated into the *Work*, but does not include *Construction Equipment*.

Project

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

Project In-Use Date

Project In-Use Date shall have been reached when the *Project* is ready for use or is being used for the purpose intended and is so confirmed in writing by the *Construction Manager* in consultation with the *Consultant* and the *Owner*.

Provide

Provide means to supply and install.

Shop Drawings

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

Specifications

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

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Project*. 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 *Payment Certifier*.

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 *Construction Manager* to supplement the *Contract Documents* as required for the performance of the *Work*.

Supplier

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

Temporary Work

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

Trade Contractor

The *Trade Contractor* is the person or entity identified as such in the Agreement.

Trade Subcontractor

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

Value Added Taxes

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

Work

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

Working Day

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

GENERAL CONDITIONS OF THE 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 *Trade Contractor* in accordance with these documents. It is not intended, however, that the *Trade Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Trade Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any of the *Work*. ;
 - .2 the *Construction Manager* and the *Trade Contractor*, a *Trade Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*; or
 - .3 the *Consultant* and the *Trade Contractor*, a *Trade Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Trade Contractor* in dividing the work among *Trade Subcontractors* and *Suppliers*.
- 1.1.6 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 *Trade Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions of the *Contract*,
 - Division 1 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .4 later dated documents shall govern over earlier documents of the same type.
 - .5 noted materials and annotations shall govern over graphic indications.
- 1.1.7 The *Owner* shall provide the *Trade Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.8 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property. Signed *Contract* sets shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models prepared by the *Consultant* and issued to the *Trade Contractor* 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*.
- 1.1.9 Models furnished by the *Trade 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 Project* 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*, *Construction Manager*, *Consultant*, *Payment Certifier*, or *Trade 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 CONSTRUCTION MANAGER AND THE CONSULTANT

- 2.1.1 The *Construction Manager* and 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 *Construction Manager* and the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner* and the *Trade Contractor*.
- 2.1.3 If the employment of the *Construction Manager* or the *Consultant* is terminated, the *Owner* shall immediately appoint or reappoint those against whom the *Trade Contractor* makes no reasonable objection and whose duties, responsibilities and limitations of authority under the *Contract Documents* will be that of the former *Construction Manager* or the former *Consultant*, as the case may be.
- 2.1.4 If the employment of the *Construction Manager* or the *Consultant* as the *Payment Certifier* is terminated, the *Owner* shall immediately appoint or reappoint the *Construction Manager* or the *Consultant* as the *Payment Certifier*.

GC 2.2 ROLES OF THE CONSTRUCTION MANAGER AND THE CONSULTANT

- 2.2.1 The *Construction Manager* will:
- 1 provide administration of the *Contract* as described in the *Contract Documents*;
 - 2 in the first instance, receive all questions in writing by the *Owner* or the *Trade Contractor* for interpretations and findings relating to the performance of the *Work* or the interpretation of the *Contract Documents* except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER;
 - 3 in the first instance, give interpretations and make findings on matters in question relating to the performance of the *Work* or the requirements of the *Contract Documents*, except with respect to any and all architectural and engineering aspects of the *Work* or GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER; and
 - 4 during the progress of the *Work*, issue *Supplemental Instructions* to the *Trade Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Construction Manager* and the *Trade Contractor*.
- 2.2.2 The *Consultant* will:
- 1 visit the *Place of the Project* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the *Work* and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*; and
 - 2 in the first instance, give interpretations and make findings on matters in question relating to the requirements of the design.
- 2.2.3 The *Construction Manager* and the *Consultant* will:
- 1 have authority to reject work which in their opinion does not conform to the requirements of the *Contract Documents* and whenever it is considered necessary or advisable, require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Construction Manager* or 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 *Construction Manager* or the *Consultant* to the *Trade Contractor*, *Trade Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*; and

- .2 give interpretations and make findings that relate to the *Work*. Such interpretations and findings shall be provided in writing within a reasonable time, and unless otherwise agreed with the *Owner* and the *Trade Contractor*, no later than 5 *Working Days* of a request. In making such interpretations and findings the *Construction Manager* and the *Consultant* will not show partiality to either the *Owner* or the *Trade Contractor*.

2.2.4 The *Construction Manager* and the *Consultant* will not:

- .1 be responsible for the *Trade Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*; and
- .2 have control over, charge of or be responsible for, the acts or omissions of the *Trade Contractor*, *Trade Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner*, the *Construction Manager* and the *Consultant* shall have access to the *Work* at all times. The *Trade Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Construction Manager* and 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 Project*, the *Owner*, the *Construction Manager* 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 instructions of the *Construction Manager* or the *Consultant*, or by the laws or ordinances of the *Place of the Project*, the *Trade Contractor* shall give the *Construction Manager* reasonable notification of when the work will be ready for review and inspection. The *Trade Contractor* shall arrange for and shall give the *Construction Manager* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Trade Contractor* shall furnish promptly to the *Construction Manager* copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Trade 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 *Trade Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Trade Contractor's* expense.
- 2.3.5 The *Construction Manager* 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 *Trade 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 *Trade Contractor* shall pay the cost of making any test or inspection if such test or inspection is designated in the *Contract Documents* to be performed by the *Trade Contractor* or is so designated by the laws or ordinances applicable to the *Place of the Project*.
- 2.3.7 The *Trade Contractor* shall pay the cost of samples required for any test or inspection to be performed by others if such test or inspection is designated in the *Contract Documents* or is required pursuant to paragraph 2.3.6.

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Trade Contractor* shall promptly correct defective work that has been rejected by the *Construction Manager* or 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 *Trade Contractor*.
- 2.4.2 The *Trade Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Trade Contractor's* expense.
- 2.4.3 If in the opinion of the *Construction Manager* 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 *Trade Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Trade Contractor* do not agree on the difference in value, they shall refer the matter to the *Construction Manager* for a finding.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Trade 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 *Trade Contractor*, and not the *Owner*, the *Construction Manager* or the *Consultant*, shall be 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, CONSTRUCTION MANAGER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* shall:
- .1 provide for the co-ordination of the activities and work of other contractors and the *Owner's* and the *Construction Manager's* own forces with the *Work* of the *Contract*;
 - .2 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*; and
 - .3 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 *Trade Contractor* as it affects the *Work*.
- 3.2.2 The *Trade Contractor* shall:
- .1 afford the *Owner*, the *Construction Manager* and other contractors reasonable opportunity to store their products and execute their work;
 - .2 co-ordinate and schedule the *Work* with the work of other contractors as identified in the *Contract Documents*;
 - .3 participate with other contractors and the *Construction Manager* in reviewing their construction schedules when directed to do so;
 - .4 report promptly to the *Construction Manager* in writing any apparent deficiencies in the work of other contractors or the *Owner's* or *Construction Manager's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*; and
 - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors.
- 3.2.3 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or the *Owner's* or *Construction Manager's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 3.2.4 Disputes and other matters in question between the *Trade 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 *Trade 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. In the absence of other contractors having reciprocal obligations, disputes and other matters in question initiated by the *Trade Contractor* against other contractors will be considered disputes and other matters in question between the *Trade Contractor* and the *Owner*.

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Trade Contractor* shall have the responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work* unless otherwise specified in the *Contract Documents*.
- 3.3.2 The *Trade Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 3.3.3 Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Trade Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Trade 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 *Trade Contractor* shall review the *Contract Documents* and shall report promptly to the *Construction Manager* any error, inconsistency, or omission the *Trade Contractor* may discover. Such review by the *Trade Contractor* shall be to the best of the *Trade Contractor's* knowledge, information and belief and in making such review the *Trade Contractor* does not assume any responsibility to the *Owner*, the *Construction Manager*, or the *Consultant* for the accuracy of the review. The *Trade Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents* which the *Trade Contractor* did not discover. If the *Trade Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Trade Contractor* shall not proceed with the work affected until the *Trade Contractor* has received corrected or missing information from the *Construction Manager*.

GC 3.5 CONSTRUCTION SCHEDULE

- 3.5.1 The *Construction Manager* will provide to the *Trade Contractor* the *Project* schedule that indicates the timing of the major activities of the *Project* in sufficient detail for the *Trade Contractor* to schedule the *Work*.
- 3.5.2 The *Construction Manager* will monitor the progress of the *Work* relative to the *Project* schedule and update the *Project* schedule on a monthly basis.
- 3.5.3 The *Trade Contractor* shall:
- .1 prepare and submit to the *Construction Manager* within 15 calendar days after its receipt of the *Project* schedule, 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 that the *Work* will be performed in conformity with the *Project* schedule;
 - .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 *Construction Manager* 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 *Trade Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Project* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.6.2 The appointed representative shall represent the *Trade Contractor* at the *Place of the Project*. Information and instructions provided in accordance with the *Contract* by the *Construction Manager* to the appointed representative shall be deemed to have been received by the *Trade Contractor*, except with respect to Article A-7 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 TRADE SUBCONTRACTORS AND SUPPLIERS

- 3.7.1 The *Trade 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 *Trade 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 *Trade Subcontractors* and *Suppliers*; and
 - .3 be as fully responsible to the *Owner* for acts and omissions of *Trade Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Trade Contractor*.
- 3.7.2 The *Trade Contractor* shall indicate in writing, if requested by the *Construction Manager*, those *Trade Subcontractors* or *Suppliers* whose bids have been received by the *Trade Contractor* which the *Trade 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 *Trade Contractor* shall employ those *Trade Subcontractors* or *Suppliers* so identified by the *Trade Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.
- 3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Trade Subcontractor* or *Supplier* and require the *Trade Contractor* to employ one of the other trade subcontract bidders.

- 3.7.4 If the *Owner* requires the *Trade Contractor* to change a proposed *Trade Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the difference occasioned by such required change.
- 3.7.5 The *Trade Contractor* shall not be required to employ as a *Trade Subcontractor* or *Supplier*, a person or firm to whom the *Trade Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Construction Manager*, may provide to a *Trade Subcontractor* or *Supplier* information as to the percentage of the *Trade Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

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

GC 3.9 DOCUMENTS AT THE SITE

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

GC 3.10 SHOP DRAWINGS

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

- 3.10.12 The *Trade Contractor* shall provide revised *Shop Drawings* to correct those which the *Construction Manager* found to be incomplete or not in order or the *Consultant* rejects as inconsistent with the *Contract Documents*. The *Trade Contractor* shall notify the *Construction Manager* in writing of any revisions to the *Shop Drawings* other than those requested by the *Construction Manager* or the *Consultant*.
- 3.10.13 The *Construction Manager* will return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

GC 3.11 USE OF THE SITE

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

GC 3.12 CUTTING AND REMEDIAL WORK

- 3.12.1 The *Trade Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Trade Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Construction Manager*, the *Consultant*, other contractors, or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the *Contract Price* and the *Contract Time* shall be adjusted as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Project*.

GC 3.13 CLEANUP

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

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

GC 4.2 CONTINGENCY ALLOWANCE

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

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC 5.2 APPLICATIONS FOR PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT may be made monthly to the *Construction Manager* as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Project* as of the last day of the payment period.
- 5.2.4 The *Trade Contractor* shall submit to the *Construction Manager*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Payment Certifier* may reasonably require and when accepted by the *Payment Certifier*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Trade Contractor* shall include:
- .1 with each application for payment a statement based on the schedule of values, and
 - .2 with each of the second and subsequent applications for payment a CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Trade Contractor* as of the last day of the payment period or an alternative day agreed by the parties 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.

- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Project* but not yet incorporated into the *Work* shall be supported by such evidence as the *Payment Certifier* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

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

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

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

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Trade Contractor* shall submit to the *Construction Manager* an application for payment of the holdback amount including a CCDC 9A 'Statutory Declaration'.
- 5.5.2 After the *Construction Manager* receives an application for payment of the holdback amount from the *Trade Contractor*, whichever of the *Construction Manager* and the *Consultant* who is the *Payment Certifier*, and acting in that capacity, will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Project*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Trade Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Project*. 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 Project*, other third party monetary claims against the *Trade Contractor* which are enforceable against the *Owner*.

- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Trade Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 In the Common Law jurisdictions, where legislation permits and where, upon application by the *Trade Contractor*, the *Payment Certifier* has certified that the work of a *Trade Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Trade Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Project*. 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 Project*, other third party monetary claims against the *Trade Contractor* which are enforceable against the *Owner*.
- 5.6.2 In the Province of Quebec, where, upon application by the *Trade Contractor*, the *Payment Certifier* has certified that the work of a *Trade Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Trade Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Payment Certifier*. 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 *Trade Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Trade Contractor* shall ensure that such subcontract work or *Products* are protected pending the *Substantial Performance of the Work* and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

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

GC 5.8 WITHHOLDING OF PAYMENT

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Trade 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 *Payment Certifier* 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 *Payment Certifier* determines is sufficient and reasonable to cover the cost of performing such remaining *Work*.

GC 5.9 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner* 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 *Trade Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

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

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Trade Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Trade Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Construction Manager*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Trade Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Trade Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Trade Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Trade Contractor's* cost, plus the *Trade Contractor's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Trade Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Trade Contractor's* cost, without adjustment for the *Trade Contractor's* percentage fee.
 - .3 The *Trade Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Trade Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Trade Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreements, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Trade Contractor*, for personnel:
 - (1) stationed at the *Trade Contractor's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
 - (4) engaged in the processing of changes in the *Work*.
 - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Trade Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;

- .3 travel and subsistence expenses of the *Trade Contractor's* personnel described in 6.3.7.1;
 - .4 all *Products* including the cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Trade Contractor*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Trade Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery cost thereof;
 - .7 all equipment and services required for the *Trade Contractor's* field office;
 - .8 deposits lost, provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Services* are performed in accordance with this *Contract*.
 - .9 the amounts of all subcontracts;
 - .10 quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Project*;
 - .12 royalties, patent license fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Trade 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 *Trade Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Trade Contractor* is liable;
 - .15 charges for long distance communications, courier services, expressage, printing, and reproduction incurred in relation to the performance of the *Work*;
 - .16 removal and disposal of waste products and debris; and
 - .17 safety measures and requirements.
- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Trade Contractor* to exercise reasonable care and diligence in the *Trade Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Trade Contractor* to exercise reasonable care and diligence in the *Trade Contractor's* attention to the *Work* shall be borne by the *Trade Contractor*.
- 6.3.9 The *Trade Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the work attributable to the *Change Directive* and shall provide the *Construction Manager* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* and the *Construction Manager* shall be afforded reasonable access to all of the *Trade Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Trade Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Construction Manager* for finding.
- 6.3.13 When the *Owner* and the *Trade Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner*, the *Trade Contractor* or the *Construction Manager* discover conditions at the *Place of the Project* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the *Construction Manager* of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions. The *Construction Manager* will promptly inform the *Owner*, the *Trade Contractor* and the *Consultant* in writing.

- 6.4.2 The *Construction Manager* 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 *Trade Contractor's* cost or time to perform the *Work*, the *Construction Manager*, 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 *Construction Manager* finds that the conditions at the *Place of the Project* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Construction Manager* will promptly inform the *Owner* and the *Trade Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

- 6.5.1 If the *Trade Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, the *Construction Manager*, the *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 *Construction Manager* may recommend in consultation with the *Trade Contractor*. The *Trade Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Trade Contractor* as the result of such delay.
- 6.5.2 If the *Trade 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 *Trade Contractor* or any person employed or engaged by the *Trade Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Construction Manager* may recommend in consultation with the *Trade Contractor*. The *Trade Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Trade Contractor* as the result of such delay.
- 6.5.3 If the *Trade 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 *Trade Contractor* is a member or to which the *Trade Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Trade Contractor's* control other than one resulting from a default or breach of *Contract* by the *Trade Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Construction Manager* may recommend in consultation with the *Trade Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Trade Contractor* agrees to a shorter extension. The *Trade Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant*, *Construction Manager*, or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Construction Manager* not later than 10 *Working Days* after the commencement of delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.1.4 of GC 2.2 – ROLE OF THE CONSTRUCTION MANAGER AND THE CONSULTANT, then no request for extension shall be made because of failure of the *Construction Manager* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 If the *Trade Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Trade Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Construction Manager*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.

- 6.6.3 The party making the claim shall submit within a reasonable time to the *Construction Manager* a detailed account of the amount claimed and the grounds upon which the claim is based, and the *Construction Manager* shall make a finding upon such claim.
- 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 *Construction Manager* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Construction Manager*'s finding with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Construction Manager*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.+

PART 7 DEFAULT NOTICE

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

- 7.1.1 If the *Trade Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Trade Contractor's* insolvency, or if a receiver is appointed because of the *Trade Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Trade Contractor's* right to continue with the *Work*, by giving the *Trade Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Trade 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 *Construction Manager* has given a written statement to the *Owner* and *Trade Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Trade Contractor Notice in Writing* with a copy to the *Construction Manager* that the *Trade Contractor* is in default of the *Trade Contractor's* contractual obligations and instruct the *Trade Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Trade Contractor* shall be in compliance with the *Owner's* instructions if the *Trade Contractor*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Trade Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due to the *Trade Contractor* provided the *Payment Certifier* has certified such cost to the *Owner* and the *Trade Contractor*, or
 - .2 terminate the *Trade 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 *Trade Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Project*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Project*; finish the *Work* by whatever method the *Construction Manager* may consider expedient, but without undue delay or expense, and
 - .2 withhold further payment to the *Trade Contractor* until a final certificate for payment is issued, and
 - .3 charge the *Trade Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Payment Certifier*, including compensation to the *Construction Manager* and the *Consultant* for their additional services and a reasonable allowance as determined by the *Construction Manager* to cover the cost of corrections to work performed by the *Trade 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 *Trade Contractor* the difference, and

- 4 on expiry of the warranty period, charge the *Trade Contractor* the amount by which the cost of corrections to the *Trade 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 *Trade Contractor* the difference.

7.1.6 The *Trade Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Trade Contractor* up to the time of termination shall continue in force after such termination of the *Contract*.

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

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Trade Contractor* may, without prejudice to any other right or remedy the *Trade Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* should be suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Trade Contractor* or of anyone directly or indirectly employed or engaged by the *Trade Contractor*, the *Trade Contractor* may, without prejudice to any other right or remedy the *Trade Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Trade Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Construction Manager* and 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 *Trade Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - 2 the *Payment Certifier* fails to issue a certificate as provided in Part 5 of the General Conditions – PAYMENT, or
 - 3 the *Owner* fails to pay the *Trade Contractor* when due the amounts certified by the *Payment Certifier* or awarded by arbitration or court, or
 - 4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Construction Manager*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Trade Contractor* that sufficient cause exists.
- 7.2.4 The *Trade 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 *Trade Contractor* may, without prejudice to any other right or remedy the *Trade Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Trade Contractor* terminates the *Contract* under the conditions set out above, the *Trade 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 *Trade Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSTRUCTION MANAGER AND 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 *Construction Manager* or the *Consultant* as provided in GC 2.2 – ROLE OF THE CONSTRUCTION MANAGER AND 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 neither the *Construction Manager* nor the *Consultant* have 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 *Construction Manager* will give such instructions as in the *Construction Manager'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 *Trade Contractor* costs incurred by the *Trade Contractor* in carrying out such instructions which the *Trade Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

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

GC 8.3 RETENTION OF RIGHTS

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

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

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

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

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

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

GC 9.3 ARTIFACTS AND FOSSILS

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

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 The *Trade Contractor* shall:
- .1 be responsible for construction health and safety relating to the *Work* at the *Place of the Project* in compliance with the rules, regulations and practices required by the applicable construction health and safety legislation;
 - .2 be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work*; and
 - .3 comply with all health and safety precautions and programs established at the *Place of the Project*.
- 9.4.2 The *Owner* shall be responsible for construction health and safety at the *Place of the Project* in compliance with the rules, regulations and practices required by the applicable construction health and safety legislation.
- 9.4.3 The *Construction Manager* will:
- .1 establish, initiate, maintain, and supervise the health and safety precautions and programs required to be put in place at the *Place of the Project*; and
 - .2 review with the *Owner* the *Trade Contractor's* health and safety program for compliance.

GC 9.5 MOULD

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

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Project* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Trade Contractor*.
- 10.2.3 The *Trade Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Project* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.

- 10.2.4 The *Trade 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 *Trade 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 *Trade Contractor* shall notify the *Construction Manager* in writing requesting direction immediately upon such variance or change becoming known. The *Owner*, through the *Construction Manager*, will issue the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 10.2.6 If the *Trade Contractor* fails to advise the *Construction Manager* in writing, 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 *Trade Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

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

GC 10.4 WORKERS' COMPENSATION

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

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 – INDEMNIFICATION, the *Trade Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – INSURANCE REQUIREMENTS in effect at the time of bid closing except as hereinafter provided:
- .1 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*;
 - .2 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*; and
 - .3 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

- 11.1.2 If the *Trade 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 *Trade Contractor*, the *Construction Manager* and the *Consultant*. The *Trade Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from any amount which is due or may become due to the *Trade Contractor*.
- 11.1.3 The *Owner* shall obtain, maintain and pay for 'wrap-up' general liability insurance in the joint names of the *Owner*, the *Construction Manager*, the *Consultant* and the *Trade Contractor* with limits of not less than \$10,000,000 per occurrence and a deductible not more than \$10,000. The insurance coverage shall be primary to all other insurance policies and shall not be substantially 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, except for liability arising from damage to the *Project* during construction, which shall be limited to the completed operations period. The insurance shall be maintained from the date of commencement of the *Project* until 90 calendar days after the *Project In-Use Date*. The *Owner* is responsible to provide coverage for completed operations hazards from the *Project In-Use Date* for a period of 2 year. The *Trade Contractor* shall then provide, maintain and pay for liability insurance coverage for completed operations hazards with limits of not less than \$5,000,000 per occurrence and a deductible not more than \$5,000 on an ongoing basis for a further period of 4 years.
- 11.1.4 The *Owner* shall provide, maintain and pay for the following insurance coverages:
1. "Broad form" property insurance in the joint names of the *Owner*, the *Trade Contractor*, the *Construction Manager*, and the *Consultant*. The policy 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 \$10,000. The insurance coverage shall not be less than the insurance provided by the latest edition of IBC Forms 4042 and 4047 or their equivalent replacement. In addition to the exclusions identified in the latest edition of IBC forms 4042 and 4047, the *Owner* is not required to provide insurance coverage for Asbestos, Cyber Risk, Mould, or Terrorism. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Substantial Performance of the Work*;
 - (2) on the commencement of use or occupancy of any part or section of *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 2. Boiler and machinery insurance in the joint names of the *Owner*, the *Trade Contractor*, the *Construction Manager*, and the *Consultant*. The 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. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
 3. The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner*, the *Trade Contractor*, the *Construction Manager*, and the *Consultant* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Construction Manager* shall act on behalf of the *Owner*, the *Trade Contractor* and the *Consultant* 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 *Trade 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 *Trade Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Construction Manager* may recommend in consultation with the *Trade Contractor*;
 - (2) the *Trade Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Trade Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Trade Contractor's* interest in the restoration of the *Work*; and
 - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, shall pay the *Trade Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

- 11.1.5 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance,
- .1 the *Trade Contractor* shall promptly provide the *Construction Manager* with confirmation of coverage under the policies specified in paragraph 11.1.1 and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*; and
 - .2 the *Owner*, through the *Construction Manager*, shall promptly provide the *Trade Contractor* with confirmation of coverage under the policies specified in paragraphs 11.1.3 and 11.1.4 and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.6 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.7 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Project*.
- 11.1.8 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.9 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, either party may request the increased coverage by way of a *Change Order*.
- 11.1.10 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Trade Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Construction Manager* 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 Project* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Trade Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to, their involvement as parties to this *Contract*, provided such claims are:
- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
 - .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Project*.
- The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.
- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Trade Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the insurance limit for the loss so covered in effect at the time of bid closing.
 - .2 In respect to losses suffered by the *Owner* and the *Trade Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.

- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.
- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.
- 12.1.4 The *Owner* and the *Trade Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 12.1.5 The *Owner* shall indemnify and hold harmless the *Trade Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
 - .2 arising out of the *Trade 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 Project*.
- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Trade Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
 - .2 should either party be required, as a result of its obligation to indemnify the other, pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Project*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Project*, the *Trade Contractor* waives and releases the *Owner* from all claims which the *Trade Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Trade Contractor* against the *Owner* arising from the *Trade Contractor's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Trade Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Project*;
 - .2 indemnification for claims advanced against the *Trade Contractor* by third parties for which a right of indemnification may be asserted by the *Trade Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Trade Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Trade Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Trade Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Project*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Project*, the *Owner* waives and releases the *Trade Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Trade Contractor* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Trade Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Project*;
 - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Trade Contractor* pursuant to the provisions of this *Contract*;

- .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Trade Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 – INDEMNIFICATION;
 - .4 damages arising from the *Trade Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 – WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Trade Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Trade Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Project* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Project*; or
 - .2 the Civil Code of Quebec, if the *Place of the Project* is the Province of Quebec.
- 12.2.5 The *Owner* waives and releases the *Trade Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Trade Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 *Notice in Writing* of claim as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving *Notice in Writing* of claim as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Project*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Project*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Project*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Project*.

GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.7, the warranty period under the *Contract* is one year from the later of the date of *Substantial Performance of the Work* and the *Project In-Use Date*.
- 12.3.2 The *Trade Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Trade Contractor* shall submit to the *Construction Manager* for the *Owner*'s acceptance all written warranties and related documents required by the *Contract Documents*.
- 12.3.4 The *Owner*, through the *Construction Manager*, shall promptly give the *Trade Contractor* *Notice in Writing* of observed defects and deficiencies that occur during the one year warranty period.

- 12.3.5 Subject to paragraph 12.3.2, the *Trade Contractor* shall correct promptly, at the *Trade Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.6 The *Trade Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.5.
- 12.3.7 Any extended warranties 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 *Trade Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

SCOPE OF WORK

Plumbing

Note: This scope may not be marked up, nor shall any items contained herein be removed and/or crossed out, unless agreed upon with owner.

In addition to work outlined in Division 1, Division 7, Division 13 and Division 15, this Trade Contractor shall include the following items in their Tender Price. The work includes, but is not limited to, the following:

1. Supply all labour, materials, tools, plant, equipment and supervision as required to carry out the complete supply and installation of the plumbing system to meet the requirements of the project.
2. The general conditions of the contract between the owner and the Trade Contractor, as well as any supplementary requirements and conditions, requirements of all authorities having jurisdiction over the work and all addenda and instructions issued.
3. This Trade Contractor agrees that it will perform all work required to complete the work in accordance with the spirit and intent of this agreement including all plans and specifications and to conventional and good trade practices, at no extra charge, even if not specifically reflected on the plans and specifications.
4. This Trade Contractor shall conform to the above requirements as well as the requirements of the Ontario Building Code, National Building Code, the local Municipality, and the most current CSA standards, WSIB, Occupational Health and Safety Act of Ontario as well as the requirements of all other authorities having jurisdiction. Comply with all local by-laws, including noise, odour, dust and hours of work.
5. This Trade Contractor will be responsible for scheduling inspections and approvals for all work under this scope by an independent consultant appointed by the owner and all local authorities having jurisdiction. This Trade Contractor will meet with consultant and construction manager to review all details prior to initiating any work.
6. Health and Safety: This Trade Contractor will be expected to produce a company Safety Policy and be bound by the requirements of the Occupational Health and Safety Act and Regulations for Construction Projects, plus abide by this contractor's safety plan. This Trade Contractor will be expected to attend all site safety meetings. This Trade Contractor will provide in triplicate all WHIMIS product sheets for all materials being handled by his work force on site and adhere to its regulations.
7. The Construction Manager's safety policy will form part of this contract. This policy will be strictly adhered to during the course of the work.
8. The operations of this Trade Contractor shall be conducted with full consideration of all

SCOPE OF WORK

Plumbing

proper rights of the owners and occupants of the adjacent premises and with the least inconvenience possible to them, and without any interference with no interruptions to the operations to the said owners or occupants.

9. This Trade Contractor shall take sufficient precautions and care and use due diligence in carrying out this work to ensure that curbs, roads and neighbour's buildings, fencing, equipment or property are not damaged or otherwise adversely affected. Where such damage is caused by this Trade Contractor, this Trade Contractor shall rectify it immediately and completely to, original condition, at its sole expense.
10. This Trade Contractor shall be responsible for providing labour to load and off-load their own equipment and materials.
11. Shop Drawings: This Trade Contractor to produce all shop drawings including sleeve and erection drawings required for the work as soon as possible. Drawings to be submitted progressively for approval.
12. Submit all required shop drawings to this office for review within two (2) weeks of award. Provide one (1) PDF file.
13. Drawings and Specifications: The work shall be carried out according to the plans and specifications. Substitutions will not be allowed unless specifically approved in writing by the owner and the architect.
14. This Trade Contractor shall have sufficient crews and equipment to carry out the work according to the dictates of our schedule without delays. This may necessitate the use of several crews and equipment at a time. Co-ordinate the start of the work, sequence and schedule in accordance with our project schedule and/or as directed by Construction Manager.
15. Prior to commencing any work on the site, the following must be provided (originals):
 - a. Current WSIB clearance certificate.
 - b. Certificate of Insurance for coverage as set out in the Instructions to Bidders.
 - c. Trade Contractor Safety Policy Acknowledgement Sheet.
 - d. Copy of this Trade Contractor's Safety Policy (one copy to the owner's office and one to the Construction Manager). A copy of the owner's safety requirements will be provided for your information. Compliance is mandatory.
 - e. Submit certifications of trades' people as may be required by the owner, owner's consultant and / or any authority having jurisdiction.

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16. Non-Performance: Where the Trade Contractor fails to repair or correct any deficiencies in its Work, complete its Work, or honour its warranty, within a reasonable time period, This Trade Contractor is will be responsible for reimbursing the Owner to any direct costs incurred by the owner to correct, replace or otherwise make good the plumbing system or part thereof that does not meet the performance requirement, but under no circumstances shall the Trade Contractor be responsible to the Owner for any indirect, special or consequential damages Defects to include, but not limited to rattling, improper noise, shorting and/or defects in material or installation. Notwithstanding the foregoing, such defects shall not be considered to be the Trade Contractor's defects where such issues arise as a result of the design of the system and/or any errors or omissions therein.
17. This Trade Contractor agrees to guarantee labour, material and workmanship in accordance with the Ontario New Home Warranties Plans Act administered by Tarion from the date of the takeover by the condominium corporation as to matters dealing with the common elements.
18. Any extras to be covered by a Change Order, but only after review and approval of owner's representative. Extras to be invoiced separate from the contract work and accompanied by a change order number and signed completion slip.
19. All extras to contract are to have cost of labour and material separated on invoice. All material applicable to an extra is to show 20% below "List Price"
20. Trade Contractor to provide firm hourly rates, which includes operator, and unit prices as maybe required for this scope of work.
21. This Trade Contractor agrees to guarantee labour, material and workmanship in accordance with the Ontario New Home Warranties Plans Act administered by Tarion from the date of the takeover by the condominium corporation as to matters dealing with the common elements.
22. This Trade Contractor will be responsible for cleaning and disposal relative to his work. Failure to comply will result in an automatic back-charge.
23. This Trade Contractor shall install all plumbing fixtures including common area plumbing fixtures as per mechanical drawings, and specifications and provide all connections, including all required hardware, taps (including frost free hose bibs), faucets, toilet seats, wastes, overflows and other related components as specified and required.
24. This Trade Contractor is to provide a separate price for the supply of all interior unit plumbing fixtures including but not limited to, all sinks, faucets, toilets, tub, shower pans (if applicable) and built-in shower units as outlined in the mechanical drawings and specifications. This trade contract to include all costs for the delivery, handling and

SCOPE OF WORK

Plumbing

storage of all plumbing fixtures. Should this Trade Contractor wish to use fixtures not specified, provide supplier and product number in attached spread sheet for owner's review.

25. This Trade Contractor is to co-ordinate their work with that of all the other contractors. All minor revisions to the work required, shall be this Trade Contractor's responsibility. Any revisions to plumbing work required to maximize and maintain ceiling heights and required to co-ordinate with all other aspects of the work will be considered as a site condition revision at no cost to the owner.
26. This Trade Contractor is to include recessed shut-off connection box complete with trim for cold and hot water in all washer locations.
27. This Trade Contractor shall supply and install a complete domestic hot and cold-water system. All open ends in all piping during rough in stage are to be plugged or capped.
28. This Trade Contractor is to ensure piping that could be penetrated by nails or screws are protected by protection plates.
29. This Trade Contractor is to provide all packing, firestopping and smoke seal of all through floor and wall sleeves as required to satisfy the authorities having jurisdiction.
30. This Trade Contractor shall provide all access doors as required for this trade. Access door types and shop drawings are to be submitted to the owner's representatives for approval prior to installation by others.
31. This Trade Contractor is to ensure all water piping to be supplied and installed with proper expansion compensators and loops in accordance with code requirements. Insulate pipes to meet current building code, local municipality requirement and specifications.
32. Upon completion of rough plumbing, this Trade Contractor will be responsible to conduct a water test in the presence of owner's representative and prior to installation of drywall. This Trade Contractor is to provide proper written documentation for each test.

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33. Any damage caused by and subsequent repairs necessitated by plumbing leaks will be the responsibility of this Trade Contractor. This also includes repairs required to other Trade Contractors' work.
34. This Trade Contractor is responsible to ensure that all pipes fall within the wall cavities. Prepare 2-D interference drawings coordinated with the ventilation and electrical contractor. No supply or waste pipes to run in outside or common walls.
35. This Trade Contractor shall ensure shower pan membranes are installed level and plumb in order for the flooring contractor to properly install dry pack coat and tile flooring.
36. This Trade Contractor will ensure that all shower heads are installed at specified heights as per drawings and specifications.
37. This Trade Contractor shall supply and install all covers for area drains and paved area drains in accordance with the drawings and specifications.
38. This Trade Contractor shall supply and install sump pumps, frames, covers and controls as indicated on mechanical drawings and specifications. All conduits for pump lines that run under the slab is the responsibility of this Trade Contractor.
39. This Trade Contractor shall supply and install all required backflow preventers above slab on grade as indicated on mechanical drawings and specifications and/or as required by local authorities having jurisdiction.
40. This Trade Contractor will supply and install all storm and sanitary drainage systems for the structure above the basement as per drawings and specifications.
41. This Trade Contractor shall supply and install all connections, drains and valves for exterior irrigation systems.
42. This Trade Contractor shall call their own inspections for their work.
43. This Trade Contractor shall install the plumbing for the hot water tanks. Supply of the hot water tanks by others.

SCOPE OF WORK

Plumbing

44. This Trade Contractor will be required, where requested, to carry out standard purchaser upgrades in accordance with provided schedule. Cost includes all overheads/profit & will reflect the final total invoice cost for each item on an individual basis.
45. This Trade Contractor is to refer to plans and specifications for common area and suite features and finishes. All associated work shall be supplied and installed by this Trade Contractor as part of this scope of work.
46. This Trade Contractor is responsible for achieving OBC requirements for location of controls. Control wiring is this contractors responsibility.
47. This Trade Contractors is to provide provisions for metering within the suite. Installation of water meters for suite and common areas to be the responsibility of this Trade Contractor.
48. Grey water meter and related components/pumps to be supplied and installed by this Trade Contractor. Supply of the Grey Water System is by others.
49. This Trade Contractor shall not place any conduit/pipe in parking spaces or drive isles that will affect the required clear span and specified required dimensions for clearances.
50. This Trade Contractor shall have all riser clamp orientations within allotted wall space as per drawings.
51. This Trade Contractor shall have persons on site with confined space training and the necessary equipment to conduct their work as required in confined space.
52. This Trade Contractor shall provide irrigation pump and necessary connections as per drawings and specifications.
53. This Trade Contractor shall fill extra and unused sleeves with firestopping.
54. This Trade Contractor shall walk with 3rd party consultants during inspections.
55. This Trade Contractor shall provide coring and all associated scanning of concrete as required for missed sleeves and/or sleeves located incorrectly.
56. This Trade Contractor shall supply scupper material and roof cones as required.

This document contains procedural information which may be revised from time to time in writing by RAM Contracting Inc. Enquiries can be made at estimating@ramcon.ca.

Commencement of Work:

Prior to start of construction and the issuance of any invoice, the following information must be provided to the designated Project Management team.

- A current copy of your company's health and safety policy.
- A copy of the Ministry of Labour's Form 1000
- Copies of all current training certificates and etc. which are required by the Ministry of Labour (e.g. WMIS etc.).
- Identify any subcontractors which may be employed to complete the scope of work.
- Provide all of the information listed above for each subcontractor.
- Immediately after the issuance of any commitment and or engagement of work- (Letter of intent) and no more than 15 calendar days before the first application for payment, a Schedule of Values for the parts of the Work, aggregating the total amount of the Contract Price, so as to facilitate the evaluation of applications for payment.
- Provide Contact information for your "*Contract Management*" & "*Billing Inquiry*" departments.

Application for Payment Address:

All "*Applications for Payment*" should be addressed to the following and should be date stamped:

RAM Contracting Inc.
5 Fortecon Drive
Gormley, ON, L0H 1G0

Applications for payment must be *submitted electronically* to:

Riise Building Inc
estimating@ramcon.ca.

INVOICES

1. This Contractor agrees to and shall submit a 'Proper Invoice' according to the below guidelines. A 'Proper Invoice' shall:

Invoices to be addressed to
RAM Contracting Inc.
5 Fortecon Drive
Gormley, ON, L0H 1G0
and sent by email to estimating@ramcon.ca.

- Invoices must be dated the 25th day of the specified month and received no later than 2 business days following the invoice date. Any invoices not received in this timeframe shall be rejected and will be required to be submitted the following month.

- Where the 25th day of the specified month falls on a weekend (Saturday or Sunday) or statutory holiday, the specified invoice shall be dated the first Monday following the 25th day. For example,

if the 25th day of the specified month is a Saturday, the invoice is to be dated the 27th month and received no later than 2 business days following the invoice date.

- Attach invoice to the Statutory Declaration and Workers Compensation Certificate (WSIB). Include Insurance Liability Certificate in the initial requisition. This Certificate of insurance must cover the Owner as an additional insured. Payments will not be made without this documentation.

- All written requisitions for payment must bear the signature of approval of the Site Superintendent or Project Manager.

- Written requisition for payment shall show the proportionate value of work performed to date, from which a retention of 10% (holdback) plus all previous payments and all charges for all labour, materials or services furnished to the Owner.

- This Contractor shall submit before its first estimate for payment a detailed schedule showing the breakdown of the Contract price into its various parts, which breakdown is to be used in checking the Contractor's monthly requisitions/invoices.

- All invoices and extras must be submitted and finalized between the Owner and the Contractor prior to substantial completion of this Contractor's work. Any invoices submitted after substantial completion will not be approved and will be considered void. Any outstanding or rejected invoices and extras must be finalized prior to substantial completion or will be considered void.

MartinRea Plant Expansion Construction schedule

ID	Task Name	Duration	Start	Finish	
0	MartinRea Ridgetown Plant Expansion	228 days	Thu 24-05-23	Wed 25-04-16	
1	1 Project Tender and subtrade contracts	31 days	Thu 24-05-23	Fri 24-07-05	
2	2 Mobilization	3 days	Mon 24-06-17	Wed 24-06-19	
3	3 Temporary road construction	16 days	Thu 24-06-20	Fri 24-07-12	
4	4 Concrete Pad Demolition	10 days	Mon 24-06-24	Mon 24-07-08	
5	5 Retaining wall demolition	4 days	Tue 24-07-09	Fri 24-07-12	
6	6 Asphalt Removal	5 days	Mon 24-07-15	Fri 24-07-19	
7	7 Excavation	18 days	Mon 24-07-22	Wed 24-08-14	
8	8 Underground Sanitary lines	5 days	Thu 24-08-15	Wed 24-08-21	
9	9 Pit Foundation	21 days	Thu 24-08-22	Fri 24-09-20	
10	10 Crane Foundation	15 days	Mon 24-09-16	Fri 24-10-04	
11	11 Slab work	10 days	Tue 24-10-15	Mon 24-10-28	
12	12 Structural steel work	21 days	Tue 24-10-29	Tue 24-11-26	
13	13 Roof decking	15 days	Wed 24-11-20	Tue 24-12-10	
14	14 Mechanical Rough-in	15 days	Mon 24-12-02	Fri 24-12-20	
15	15 Electrical Rough-in	15 days	Mon 24-12-02	Fri 24-12-20	
16	16 Interior wall Demolition	15 days	Wed 24-12-11	Fri 25-01-03	
17	17 Crane Installation	25 days	Wed 24-12-11	Fri 25-01-17	
18	18 Drywall framing	5 days	Wed 25-01-01	Wed 25-01-08	
19	19 Exterior cladding	15 days	Mon 25-01-13	Fri 25-01-31	
20	20 Landscaping Base work	10 days	Wed 24-11-27	Tue 24-12-10	
21	21 Mechanical finishes	30 days	Wed 24-12-11	Fri 25-01-24	
22	22 Electrical finishes	20 days	Wed 24-12-11	Fri 25-01-10	
23	23 Hydronics and Chiller Installation	20 days	Mon 25-01-27	Mon 25-02-24	
24	24 Masonry	10 days	Tue 25-02-25	Mon 25-03-10	
25	25 Painting	15 days	Tue 25-03-11	Mon 25-03-31	
26	26 Landscaping Finishes	12 days	Tue 25-04-01	Wed 25-04-16	

Project: MartinRea Ridgetown P

Date: Wed 24-08-14

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			




MARTINREA

CONTRACTOR

SAFETY


HANDBOOK

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Issued by:		Approved by:	
Name: Georgia Forgie <i>EHS Coordinator</i>	Signature:	Name: Don Gillier <i>General Manager</i>	Signature:

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1.0 ORIENTATION


1.1 Contractor Acknowledgement

- 1.1.1 For the purposes of this Handbook, the term “contractor” shall include any of the contractor’s employees, subcontractors or employees of the subcontractors.
- 1.1.2 The contractor will receive a copy of this handbook and is responsible for reviewing the information with each contractor employee.
- 1.1.3 The contractor will complete the Martinrea Contractor Qualification Statement (attached as Addendum B) prior to commencing any services for Martinrea.
- 1.1.4 The contractor will review the safety policies in this book and provide all employees of the contractor with the appropriate training. Contractor is required to produce such training documents or records to Martinrea as requested.
- 1.1.5 The contractor will provide a certificate of insurance to Martinrea Purchasing representative showing proof that the minimum insurance requirements are met, as set forth in the Martinrea Certificate of Insurance Minimum Requirements (attached as Addendum C).
- 1.1.6 The contractor must have a Purchase Order prior to beginning work. In the event of any inconsistencies between this Handbook and Martinrea’s Purchase Order Terms and Conditions (the “T&Cs”), the T&Cs shall prevail.
- 1.1.7 Failure to follow the procedures and responsibilities set out in this Handbook may result in the termination of the contract with the contractor. This can result in the entire contractor company being prohibited from working at Martinrea in the future.

1.2 Orientation Program

- 1.2.1 All contractors who perform work at Martinrea will be given a copy of this handbook. Each Contractor will be given the opportunity to review the handbook and ask any questions of their Martinrea representative or the Human Resources/Health and Safety Department.
- 1.2.2 The contractor must agree to properly inform any employees of the contractor who will be assigned to work at a Martinrea facility of the contents of this handbook.
- 1.2.3 Martinrea may require the contractor’s employees to attend specific training classes based on the hazards associated with the work to be performed.
- 1.2.4 Upon request from Martinrea, the contractor must provide their incident and injury data.
- 1.2.5 The list of all hazardous materials the contractor will be bringing on site along with a copy of the Safety Data Sheet (SDS) for any such material, if applicable.

2.0 SAFETY

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2.1 Responsibilities

- 2.1.1 Contractors will purchase and maintain liability insurance consistent with Addendum C – Martinrea Certificate of Insurance Minimum Requirements.
- 2.1.2 Certificates of Insurance and WSIB eClearance must be available and submitted upon request.
- 2.1.3 Each contractor will be responsible for managing and supervising their own safety program.
- 2.1.4 Each contractor must comply with Martinrea's Contractor Safety Program. Martinrea team members may observe and assist in the implementation of the Contractor Safety Program, but this in no way relieves the contractor of the responsibility for the safety and health of their employees.
- 2.1.5 The contractor must provide hazard communication training, at a minimum, to the contractor employees.
- 2.1.6 Contractors are responsible for the actions of their employees. Inappropriate behavior by contractor employees will not be tolerated and may lead to expulsion from the work site, termination of the contract, and criminal prosecution.
- 2.1.7 Contractors are responsible for having all required licenses, permits, and certifications necessary to fulfill the contract in compliance with applicable laws and regulations, and must provide evidence of such, upon request.
- 2.1.8 Observance of all federal, state/provincial, and local safety, environmental, and health codes and regulations are a requirement of each contractor. Martinrea team members have the authority to demand compliance with any such regulations immediately, if serious, or through the contractor's supervisor, if not serious.
- 2.1.9 The contractor shall ensure that his/her employees are properly identified, have been instructed in the boundaries of their work areas, and have been instructed to avoid operating areas that are outside of the scope of the services provided by the contractor and/or its employees.

2.2 SAFETY RULES

- 2.2.1 The following safety rules and procedures apply to all contractor employees working at this facility. Contractors will ensure that all contractor and subcontractor employees are aware of and comply with all of the following safety rules and regulations.
- 2.2.2 The contractor's supervisor or lead person will coordinate all activities with his/her Martinrea representative.
- 2.2.3 Contractor employees or Contractor representative will sign in and out each day and inform their Martinrea representative of the number of contractor and subcontractor employees who will be working at the facility during the given day.
- 2.2.4 Required personal protective equipment (e.g. safety glasses with side shields, steel-toed boots, etc.) must be worn at all times while working within



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- the production area of the facility.
- 2.2.5 There will be no running, horseplay, or other type of activities, which could endanger the health or life of any person at the facility.
 - 2.2.6 All federal, state/provincial and local environmental, health and safety laws will be complied with at all times by the contractor and all subcontractors or employees of the contractor or subcontractors.
 - 2.2.7 Martinrea is a non-smoking, non-vaping and non-tobacco plant. There may be areas outside of the plant where smoking is allowed.
 - 2.2.8 All forms of hot work must be reviewed and approved by a Martinrea representative including the completion of a hot work permit.
 - 2.2.9 Forklifts/Industrial trucks and cranes (e.g., man lifts, scissors lifts, etc.) shall be operated only by trained and authorized employees. Contractor employees will never operate this equipment unless approved by Martinrea. Copies of training records must be provided upon request.
 - 2.2.10 Contractor employees shall immediately report all injuries, workplace-related illnesses, close calls, and spills of materials immediately to Martinrea's Human Resources Department.
 - 2.2.11 Adequate illumination and warning lights shall be provided if normal pathways or routes of egress are obstructed.
 - 2.2.12 All work and storage areas shall be kept in good order with cleanups continually as work progresses, but at least on a daily basis. Tools, fasteners, and/or other debris are to be kept out of walkways. Exposed fasteners must be removed or cautioned off. Scrap, trash, and other wastes shall be placed in designated containers. Cords and hoses shall be routed in a manner that will not present a tripping hazard. Equipment must be stored in a stable position (tied, stacked, or chocked) to prevent rolling or falling. A safe access- way to all work areas and emergency exits must be maintained.
 - 2.2.13 Adequate protection shall be provided around all floor openings, hatchways, elevated platforms, excavations, etc. Guardrails must meet the requirements of Health & Safety legislation and standards applicable to the plant.
 - 2.2.14 The work area beneath overhead work shall be posted and kept free of employees by appropriate barricades, rope fencing, etc.
 - 2.2.15 All scaffolds and ladders shall be erected and maintained in accordance with Martinrea requirements and good safety practices. Metal ladders are not to be used anywhere in the facility.
 - 2.2.16 Special permission must be obtained from Martinrea for the use of LPG powered equipment. LPG Cylinders shall not be stored or used inside any structure in sizes in excess of 100 lb. If more than one 20 lb. LPG container is stored or used in the same room; they shall be separated by at least 20 feet.
 - 2.2.17 All compressed gas cylinders being transported shall have safety caps in place and shall be secured against movement. Overhead handling shall be by rack device only. All cylinders shall be chained or secured to an approved cart or building structural member to prevent falling. Cylinders shall be secured in an



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upright position away from any source of heat or flame.

2.2.18 Bulk storage of flammable materials shall be outside of buildings and only with the approval of Martinrea. When flammable materials are required to be used in buildings, they shall be held to a one-shift supply and stored in only areas approved by Human Resources/Health & Safety. Flammable liquid storage shall be stored and handled in accordance with country, federal, state/provincial and local regulations.

2.2.19 Should it become necessary to block or restrict access to any gates, docks, or doorways, your Martinrea representative must be notified. Fire equipment, such as extinguishers and associated valves shall not be blocked unless absolutely necessary and with the prior approval of the Martinrea Human Resources/Health & Safety Department.

3.0 HAZARD COMMUNICATION - Please refer to Addendum A


4.0 EMERGENCY RESPONSE - Please refer to Addendum A

5.0 MEDICAL EMERGENCIES/ACCIDENTS

- 5.1 All workplace related injuries and illnesses, no matter how slight, must be reported to the Human Resources Department at Martinrea.
- 5.2 An incident/accident report will be completed for all injuries including close calls. Please see Human Resources/Health and Safety for a form.
- 5.3 All incidents that must be reported to Health & Safety agencies must be completed by the contractor within the specified timeframe according to legislative requirements. The report will be made in coordination with Human Resources/Health and Safety.
- 5.4 The contractor or any of its subcontractors or employees should only provide the level of first aid that they are qualified to perform.
- 5.5 Emergency services will be called for all accidents requiring more than ordinary first aid. Please refer to Addendum A.
- 5.6 All contaminated wastes from all injuries must be segregated and disposed of in a proper manner in coordination with Human Resources.

6.0 PERSONNEL PROTECTIVE EQUIPMENT

- 6.1 The contractor shall follow all applicable legal regulations regarding all protective equipment to be worn.
- 6.2 The contractor or any of the contractor's employees or subcontractors who are required to wear any type of PPE, including specialized PPE (for e.g., working at heights) will be required to be trained in its proper use and care.
- 6.3 PPE must be supplied by the contractor and where applicable, will be provided by Martinrea.
- 6.4 All contractors and sub-contractors who will be working in the production portion of the facility, at a minimum, are required to wear the following PPE:
 - CSA 'Green Patch' approved safety footwear or equivalent
 - CSA Approved Eye Protection or equivalent

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- Hearing Protection with a minimal NRR of 27
- Cut Protective Sleeves
- CSA Approved Hard Hat or equivalent (for e.g., when operating overhead crane)
- Bump Cap (when entering cell enclosure or a press service area)
- CSA impact rated Face shield or equivalent (when grinding)

7.0 TOOLS AND EQUIPMENT


- 7.1** Use of Martinrea company equipment and/or tools must be approved by a Martinrea representative prior to use.
- 7.2** All tools, electrical cords, scaffolds, ladders, and equipment used shall be in good working order and shall be used in accordance with safe work practices.
- 7.3** Electrical ground-fault protection is required for all portable tools, equipment, and all other 115–120-volt single-phase power connections.

8.0 HOT-WORK PERMIT PROGRAM

- 8.1** Authorization from a Martinrea Representative for hot work shall be obtained prior to the start of the project. This will include a review of specific requirements.
- 8.2** A "Hot Work Permit" signed by an authorized Martinrea team member is required before commencing any activities involving open flames, welding, spark producing tools, electric motors, or other ignition sources.
- 8.3** All work done with a permit must be done in strict accordance with the permit instructions.
- 8.4** Deviations from permit instructions are strictly prohibited.
- 8.5** All questions regarding the permit system shall be addressed with the Martinrea Representative.

9.0 LOCKOUT/TAGOUT PROGRAM


- 9.1** Machines and equipment must be isolated from all potential hazardous energy and locked or tagged out before contractor employees perform any service or maintenance in which the unexpected energization or start-up or release of stored energy could cause injury.
- 9.2** All contractors shall meet the minimum requirements defined in the Martinrea's Control of Hazardous Energy (Lockout/Tagout) Procedure including but not limited to:
- 9.2.1 Notifying the Martinrea representative and all affected employees.
 - 9.2.2 Recognizing all sources of energy.
 - 9.2.3 Shutting equipment down using normal means.
 - 9.2.4 Locking out all sources of energy.
 - 9.2.5 Releasing any stored energy.
 - 9.2.6 Verifying that all aspects of the Lockout placards have been completed and that the machine is in fact de-energized.

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- 9.2.7 When work is completed the contractor employee shall remove all tools, put guards back in place, and notify employees in the area that equipment is being restored to its normal operation.
- 9.2.8 For equipment requiring written procedures, they are posted on the equipment. It is the contractor's responsibility to determine if procedures are required for any piece of equipment which they may be involved with in servicing, maintaining, moving, or otherwise performing any action which may require a guard or safety device to be removed.
- 9.2.9 The contractor will be required to provide all necessary LOTO devices required to perform the work specified.
- 9.2.10 The contractor will be required to notify the Martinrea representative prior to instituting any LOTO procedure on any specific piece of equipment.
- 9.2.11 Only those contractor employees that have been trained as authorized employees may perform LOTO activities. Upon request, the contractor must provide training documentation for all authorized employees.
- 9.2.12 In order to identify all potential sources of energy, the contractor must consult with the Martinrea representative before performing any lockout/tagout procedure.

10.0 WASTE

- 10.1** Contractors shall keep the premises free from accumulation of waste material and rubbish.
- 10.2** Contractor waste shall be managed according to appropriate waste management regulations, and as directed by Martinrea. At no time is contractor-generated waste to be commingled with Martinrea waste streams.
- 10.3** No waste, either hazardous or non-hazardous, is to be placed in a solid waste receptacle (dumpster), storm water or city drain, or the environment without prior approval from Martinrea.
- 10.4** All waste streams are required to be stored in proper containers and must be kept closed at all times. The containers must be properly labeled and stored in such a manner as to minimize the threat of fire, explosion, or unplanned release.
- 10.5** All shipments offsite of any regulated waste must be approved and handled by Martinrea.
- 10.6** All spills must be cleaned up immediately and reported to the Human Resources Department.
- 10.7** Any spill which could threaten the health of contractor or facility personnel will required that the area be evacuated immediately and reported to the Supervisor and/or EHS personnel.
- 10.8** Any excess material/chemicals which were brought onsite by the contractor and not used and still retain a useful and beneficial purpose will be removed by the contractor as a hazardous material and will not be left onsite as a waste material.
- 10.9** Scrap Policy - Contractors, or any agent thereof, are not allowed to donate used and/or leftover materials and/or building supplies to any Martinrea employee (or other Martinrea agent) at this site. Contractors are responsible for disposal of extra

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materials and other by-products of jobs they perform and are expected to leave the job site “free of debris and construction materials”, unless otherwise specified in your contract.

11.0 SITE SECURITY

11.1 Inspections

11.1.1 At the discretion of the Martinrea representative or Human Resources/Health & Safety, inspections of contractors/subcontractor's equipment, including vehicles, toolboxes, etc. and work areas may be carried out to ensure company safety compliance requirements are being met. All such inspections will be performed in the presence of Contractor's/Subcontractor's Supervisor or lead person.

Note: Martinrea utilizes closed-circuit television cameras (CCTV) to monitor exterior and public areas of this property.

11.2 Communications

11.2.1 Telephones - The contractor may utilize the plant phone system for communicating with his Contractor representative, security in cases of emergency and local business related calls. Use of the plant phone system for long distance business related calling is at the discretion of the Martinrea representative. No Martinrea phones may be used for personal calls.


11.2.2 Devices such as, cameras, camera cell phones, recording devices, etc. are not permitted on site. In some situations, special permission may be obtained from the Martinrea representative and/or Plant Management for their use in this facility.

11.3 Environmental Concerns

11.3.1 The contractor will review Martinrea's Environmental Policy available in the front lobby. It is important that the contractor and all contractor employees conform to the Environmental Policy and the environmental requirements of Martinrea Environmental Management System (EMS). Failure to conform to these elements of the EMS could result in negative impacts to the environment and non-conformances with regulatory agencies, with potential financial penalties for Martinrea and the contractor.

11.3.2 The contractor will ensure that each contractor employee has received any necessary environmentally related training as required by the scope of the contractor's work at Martinrea. The contractor is responsible for supplying training records to Martinrea upon request.

11.3.3 The contractor will consider the elements of their services at Martinrea that can interact with the environment and the related actual or potential impacts on the land, air, and/or water. Any questions or concerns can be

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directed to the Martinrea Representative.

11.4 Roof Access

11.4.1 Any contractor employee must obtain prior approval from the Martinrea contractor representative before accessing any roof on the premises.


11.5 Facility Entry and Exit Procedures and Access Control

11.5.1 No contractor shall enter the facility to perform work without first contacting and coordinating the work with the designated Martinrea representative for the project they are to work on.

11.5.2 Any contractor employee entering or leaving the site shall sign in and out at the main entrance. Once signed in, contractors will be met and escorted by the Martinrea Representative to the location required by their scope of work.

12.0 Revision History

Revision	Date	Description
02	2018/01/03	Document Control
03	2019/04/04	Grammar, Structure and title changes
04	2020/08/26	Added notes on contractor training tracking matrix
05	2020/08/27	Corrected process owner signature
06	2021/01/08	Controlled Standard Corporate Contractor Package, Document title Change
07	2021/01/21	Evacuation Map to Addendum A and COVID-19 Protocols Added
08	2022/11/10	Revised handbook to meet current practices

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ADDENDUM A PLANT SPECIFIC INFORMATION

1.0 HAZARD COMMUNICATION

- 1.1 SDS' are available upon request.
- 1.2 The contractor and the Martinrea representative shall discuss the specific hazards which may be encountered in the areas in which the work is to be performed.
- 1.3 The contractor will be required, prior to performing any work at the facility, to provide a list of hazardous materials which will be used and all associated SDS's for such materials.
- 1.4 The contractor will review any additional hazards created or generated by the work to be performed with the Martinrea Representative. Any necessary corrective actions to mitigate risk shall be taken prior to the commencement of the project.
- 1.5 The contractor will be expected to have all containers properly labeled in accordance with local Health and Safety regulations.

2.0 EMERGENCY RESPONSE

- 2.1 Reference the emergency response and facility map provided in this document for evacuation procedures, as well as locations of fire extinguishers and eye wash stations.
- 2.2 Means of communicating evacuations at this facility are as follows:

Fire: Fire Alarm Siren

Weather: Radio and/or PA System

Chemical Spill: Notify Supervisor


- 2.3 Relocation points for emergency response are as follows:

Fire: Front Parking Lot

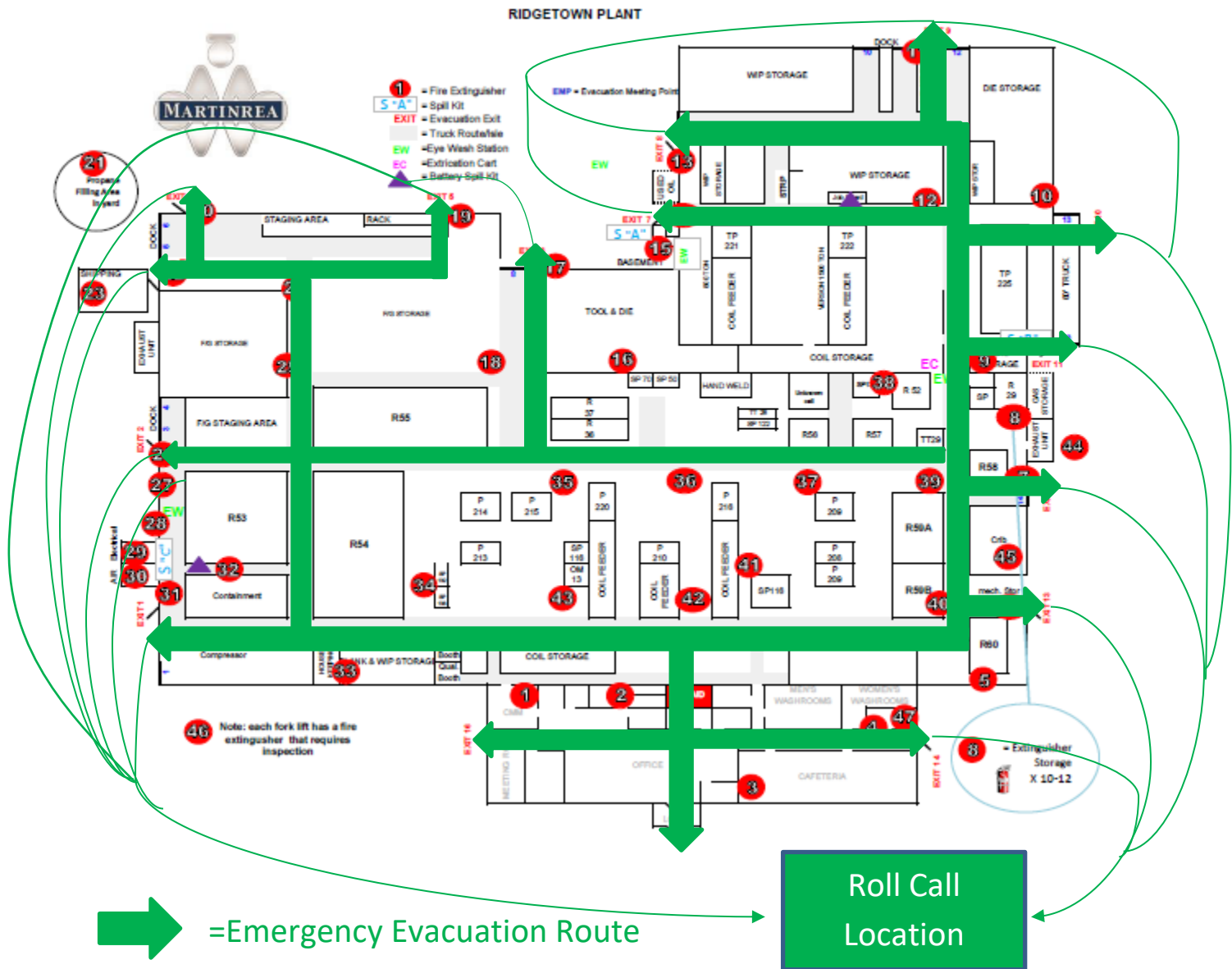
Weather: Designated Bathroom/Locker room

Power Outage: Employee Cafeteria

- 2.4 If an alarm or announcement for an evacuation is made, all personnel shall evacuate the facility using the closest exit. All contractor and subcontractor employees shall proceed to the designated meeting area for the facility and notify the Martinrea Representative.
 - 2.5 All exits from the plant have been marked as "EXIT". Evacuation maps have been posted throughout the plant.
- NOTE:** Martinrea periodically performs alarm tests and/or drills for the purpose of evaluating emergency and/or evacuation systems.

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- 2.6 In case of severe weather, all contractor and subcontractor employees shall proceed to the designated meeting area for the facility and notify the Martinrea Representative.




3.0 MEDICAL EMERGENCIES/ACCIDENTS

- 3.1 Emergency services will be called for all accidents requiring more than ordinary first aid. Emergency services can be contacted by calling 911. Report address as:

Facility name: Martinrea Metallic Ridgetown

Address: 99 Golf Course Line. Ridgetown, Ontario, N0P 2C0

Phone: (519) 674 – 0711


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4.0 FALL PROTECTION

- 4.1 All contractors working on elevated platforms or elevated heights must use fall protection in accordance with applicable Health and Safety legislation to include safety harness, proper tie offs, etc.
- 4.2 Contractors are required to provide all necessary fall protection equipment for their workers. If work requires working at heights, the contractor must have a copy of their fall protection plan available.
- 4.3 Fall protection including a full body harness and lifeline or fall arrestor must be worn when working on all lifting devices including but not limited to:
 - scissor lifts
 - boom lifts
 - personnel lifts
 - man baskets
 - lift buckets
- 4.4 All work performed at unprotected elevated surfaces over 3m (9.84ft) must have adequate fall protection.

5.0 COVID 19 SAFETY PROTOCOL

- 5.1 Martinrea reserves the right to implement specific COVID 19 safety protocols including, but not limited to, mandatory mask requirements, physical distancing, etc. on Martinrea property.
- 5.2 When completing visitor sign-in process, each contractor is required to complete the Martinrea COVID-19 Visitor Questionnaire. Any individuals that answer "Yes" to any of the questions may be asked to leave the facility immediately
- 5.3 Any individual that becomes symptomatic while on-site must immediately report to the Martinrea Representative.
- 5.4 Failure to follow the Martinrea COVID-19 Protocols may result in the termination of the contract with the contractor. This can result in the entire contractor company being prohibited from working at Martinrea in the future.


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CONTRACTOR SAFETY HANDBOOK ACKNOWLEDGEMENT

This is to acknowledge receipt of the Martinrea, Inc. (Martinrea) Contractor Safety Handbook. The objective of this handbook is to provide contractors and their employees with the basic information required to perform services for Martinrea. The rules, procedures, and requirements presented here do not replace the contractor's responsibility to comply with the Federal, State/Provinces, and Local laws and regulations. Every appropriate act or condition cannot be covered with rules and procedures. Therefore, it is the responsibility of contractors and their employees to exercise good judgment when performing services for Martinrea. Failure to follow all rules and procedures presented herein, or failure to exercise good judgment, will result in work stoppage and possible contract termination.

I acknowledge receipt of this handbook and an understanding of the contents, and agree to abide by the requirements within.

_____	_____
Company Name	Telephone Number
_____	_____
Contractor Representative Name (printed)	Job Title
_____	_____
Contractor Representative Signature	Date
_____	_____
Martinrea Representative Signature	Date

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ADDENDUM B

Contractor Qualification Statement

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter.

_____ (Contractor) hereby agrees to comply with all federal, state/province and local safety and environmental rules and regulations and applicable Martinrea International Inc. (Martinrea) policies and procedures which are supplied to us, and to communicate all applicable rules and regulations to all employees who will perform work for or at Martinrea.

We further agree to inform all subcontractors hired by our company to perform work at Martinrea's facility of our obligations under this agreement, to inform Martinrea in advance that we intend to hire such subcontractors, to inform all subcontractors of all applicable information, and to obtain an agreement by all such subcontractors to comply with this agreement.

We acknowledge that federal, state/province and local laws and regulations require that upon entering certain areas in a facility, such as those at Martinrea, all persons must follow certain safety requirements and procedures; for example, safety glasses, hearing protection, confined space entry and lockout/tag-out rules. We acknowledge that we are responsible for providing personal protective equipment for our employees and ensuring that our employees are adequately trained to meet all requirements above, including all federal, state/provincial and local laws.

SUBMITTED BY:

COMPANY: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

PRINCIPAL OFFICE: _____

I certify that I, _____
(Name Print)

(Name Sign)


(Title)

I am authorized to sign this Agreement on behalf of:

Contractor

Signature

Date

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ADDENDUM C

MARTINREA CERTIFICATE OF INSURANCE MINIMUM REQUIREMENTS

Workers Compensation	Statutory for State Operation
Employer's Liability	\$100,000 each accident \$100,000 each employee-disease \$500,000 policy limit disease
Automobile Liability (owned, non-owned, hired)	
Bodily Injury	\$1,000,000 each person \$1,000,000 each accident
Property Damage or Combined Single Limit	\$500,000 each accident \$1,000,000 each accident
Commercial General Liability (Bodily injury – Property Damage)	\$1,000,000 each occurrence \$1,000,000 aggregate products \$2,000,000 general aggregate

As a condition of doing business with Martinrea, Inc, contractors and subcontractors are required to have on file a Certificate of Insurance protecting MARTINREA against claims for bodily injury and property damage that may arise from contractor or subcontractor products or work performed by contractor or subcontractor.

Such a certificate shall contain:

- An endorsement that such policies will not be subject to material change or cancellation without 30 days prior written notice to Martinrea.
- An endorsement naming Martinrea as an additional insured party in connection with the performance of the work by any contractor or subcontractor. Limits of liability that pmeet or exceed the coverage and limits listed above

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
MartinRea Building Expansion - Civil					
C101	Removals, Erosion and Sediment Control Plan	2	02/09/2024	02/09/2024	Civil
C102	Site Grading Plan	2	02/09/2024	02/09/2024	Civil
C103	Site Servicing Plan	2	02/09/2024	02/09/2024	Civil
C104	Notes and Details	2	02/09/2024	02/09/2024	Civil

MartinRea Building Expansion - Architectural					
A100	Site Plan	3	06/12/2024	06/12/2024	Architectural
A300	Ground floor plan	3	06/12/2024	06/12/2024	Architectural
A400	Roof Plan	3	06/12/2024	06/12/2024	Architectural
A500	Elevations	3	06/12/2024	06/12/2024	Architectural
A501	Calculations of Fenestration	3	06/12/2024	06/12/2024	Architectural
A600	Cross Section	3	06/12/2024	06/12/2024	Architectural
A601	Cross Sections	3	06/12/2024	06/12/2024	Architectural
A602	Wall Sections	3	06/12/2024	06/12/2024	Architectural
A700	Door Schedule	3	06/12/2024	06/12/2024	Architectural
A800	Stair sections	3	06/12/2024	06/12/2024	Architectural

MartinRea Building Expansion - Structural					
S001	General Construction Notes	2	11/07/2023	11/07/2023	Structural
S002	General Construction Notes	2	11/07/2023	11/07/2023	Structural
S010	Schedule	2	11/07/2023	11/07/2023	Structural
S200	Foundation Plan	2	11/07/2023	11/07/2023	Structural
S201	Conveyor Pit Plan	2	11/07/2023	11/07/2023	Structural
S202	Scrap House Foundation Plan	2	11/07/2023	11/07/2023	Structural
S210	Foundation Sections & Details	2	11/07/2023	11/07/2023	Structural
S211	Foundation Sections and Details	2	11/07/2023	11/07/2023	Structural

S212	Foundations Sections and Details	2	11/07/2023	11/07/2023	Structural
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MartinRea Building Expansion - Electrical

E001	Electrical drawing list and electrical specifications sheet 1 of 2	3	06/13/2024	06/13/2024	Electrical
E002	Electrical specifications sheet 2 of 2	3	06/13/2024	06/13/2024	Electrical
E003	Site Electrical Specifications, Legend & Drawing List	5	06/13/2024	06/13/2024	Electrical
E004	Electrical Legend	3	06/13/2024	06/13/2024	Electrical
E005	Electrical Schedules & Building details	3	06/13/2024	06/13/2024	Electrical
E100	Site Plan - Photometric & Lighting details	5	06/13/2024	06/13/2024	Electrical
E110	Site Plan Electrical	5	06/13/2024	06/13/2024	Electrical
E111	Site Electrical Details & Plan Profile	5	06/13/2024	06/13/2024	Electrical
E112	OESC Details	5	06/13/2024	06/13/2024	Electrical
E113	USF & S&C Details	5	06/13/2024	06/13/2024	Electrical
E200	Ground floor - Lighting	3	06/13/2024	06/13/2024	Electrical
E201	Underground Pit - Lighting	3	06/13/2024	06/13/2024	Electrical
E300	Ground floor - Overall Floor Plan	3	06/13/2024	06/13/2024	Electrical
E301	Ground floor - Power & Systems	3	06/13/2024	06/13/2024	Electrical
E302	Underground Pit - Power & Systems	3	06/13/2024	06/13/2024	Electrical
E303	Ground floor - Power & Systems Conduit runs	3	06/13/2024	06/13/2024	Electrical
E304	Ground floor Compressor room - Power & system conduit runs	3	06/13/2024	06/13/2024	Electrical
E400	Single Line Diagram & Panel Schedules	3	06/13/2024	06/13/2024	Electrical
E800	Site Plan - Removals	5	06/13/2024	06/13/2024	Electrical

MartinRea Building Expansion - Mechanical

M001	Mechanical Specifications	2	06/13/2024	06/13/2024	Mechanical
M020	Mechanical Schedules	2	06/13/2024	06/13/2024	Mechanical
M100	Overall Ground floor plan	2	06/13/2024	06/13/2024	Mechanical
M101	Part ground floor sanitary drain & Storm water layout	2	06/13/2024	06/13/2024	Mechanical
M102	Part ground floor domestic water and process water line(s) Layout	2	06/13/2024	06/13/2024	Mechanical
M103	Part Ground floor compressed air line Layout (reference only)	2	06/13/2024	06/13/2024	Mechanical
M104	Part Ground floor HVAC layout	2	06/13/2024	06/13/2024	Mechanical
M105	Part Ground floor plans	2	06/13/2024	06/13/2024	Mechanical
M106	Mechanical details	2	06/13/2024	06/13/2024	Mechanical

M107	Mechanical Details	2	06/13/2024	06/13/2024	Mechanical
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MartinRea Building Expansion - Addendums					
#M001	Mechanical Tender Addendum	0	02/27/2024		
#M002	Mechanical Tender Addendum	0	06/13/2024		
#1	Electrical Tender Addendum	0	02/23/2024		
#2	Electrical Tender Addendum	0	03/13/2024		

MartinRea Building Expansion - Other Documents					
Servicing and storm water management report			January 2024		
Scope of Work - Press shop expansion					