



Request for Proposal (RFP)

FOR UTILITY FACILITIES EXTERIOR REHABILITATION PROJECT

SUMMARY:

The Town of Canmore is issuing this Request for Proposal (RFP) to select a Contractor to replace combustible components with fire rated and/or flame-resistant cladding, roofing, and trims according to the specifications and drawings. All repairs and new installations must comply with applicable fire safety standards and building codes, with materials and methods selected to enhance the fire resistance of the structure wherever applicable.

REFERENCE NUMBER:	CAP 7452
CLOSING DATE:	September 18, 2025
CLOSING TIME:	14:00:00 Mountain Time Zone
DATE ISSUED:	August 28, 2025
NOTE:	RESPONSES WILL NOT BE OPENED PUBLICLY

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1.0 INSTRUCTIONS FOR RESPONDING TO THIS REQUEST FOR PROPOSALS

1.1.1 Closing Date and Time: Proposals must be received not later than 14:00:00 hours Mountain Time Zone (Canmore local time) on Thursday September 18, 2025

1.1.2 Responses are to be delivered to:

Proponents shall submit their proposal to the Town of Canmore by email to the attention of Mike Ford, Utilities Project Manager at mike.ford@canmore.ca. The proposal document is to be in PDF format only (.pdf) and all components shall be formatted and combined into one file that is attached to the email submission. Responses by facsimile will not be accepted.

1.1.3 RFP Contact Person:

For clarification or additional information, Proponents shall **only** contact the person listed below.

Mike Ford, Utilities Project Manager

Email – mike.ford@canmore.ca

See Section 2.0, item 2.6 below for additional information for Questions and Clarifications.

1.1.4 The Town of Canmore may in its sole discretion disqualify responses that do not meet the formatting and other criteria set out in Section 4.0 of this RFP.

1.1.5 Responses must be in English.

1.1.6 Pricing submissions shall be stated in Canadian dollars with Goods and Services Tax (GST) extra.

1.1.7 Each Proponent is solely responsible for ensuring that its response is received at the specified address (physical address or email address) by the specified closing date and time. Strict adherence to the closing date and time will be maintained, and unless the deadline date is extended by issue of Addendum, all responses received after this time and date will be returned unopened.

1.1.8 This Request for Proposals is not a tender and the Town of Canmore does not intend for the laws of competitive bidding to apply.

END OF SECTION 1.0

2.0 GENERAL CONDITIONS OF RESPONSE

2.1 PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

The Town of Canmore is issuing this Request for Proposal (RFP) to select a Contractor to replace combustible components with fire rated and/or flame-resistant cladding, roofing, and trims according to the specifications and drawings.

The Town of Canmore reserves the right to modify the terms or cancel the RFP process at any time.

2.2 SUBMISSION OF RESPONSE TO THE RFP

2.2.1 By submitting a response to this RFP, each Proponent accepts its terms and conditions. In addition, by submitting its response each Proponent waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might adversely affect the rights of the Town of Canmore under this RFP.

2.2.2 Each Proponent shall make full disclosure of any actual or potential conflict of interest arising from any existing business or personal relationships with any of the following (each, a “Conflicted Person”): (i) any employee of the Town of Canmore; (ii) any member of the Town of Canmore Town Council (councillor); (iii) any board or committee member; (iv) any family member of any such employee, councillor or board/committee member; or (v) any business entity controlled by or otherwise not at arm’s length to any one or more of any such employee, councillor, board/committee member or family member.

Without limiting the foregoing, details should be provided of any direct or indirect pecuniary interest of any Conflicted Person in the supply of the services contemplated by this RFP.

Disclosure of any such actual or potential conflict of interest shall be made in writing with the Proponent’s response.

2.2.3 This RFP and any contracts subsequently entered into as a result hereof shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein. The courts of the Province of Alberta shall have exclusive jurisdiction over this RFP and any contracts entered into as a result hereof.

2.2.4 Proposal documents must be completed in accordance with the requirements of the Request for Proposal documents and no amendment or change to proposals will be accepted after the closing date and time.

2.2.5 All documents submitted by Proponents in response to this RFP are to remain the property of the Town of Canmore.

2.2.6 Proposals shall be signed by an authorized signatory of the Proponent using the Signature and Waiver Sheet in Section 5.0. If the Proponent is an incorporated company, the corporate seal of the Proponent shall be affixed or a certified true copy of a resolution of the corporation naming the person(s) in question as authorized to sign agreements on behalf of the corporation shall be attached to the proposal. Proponents who are sole proprietorships or partners shall sign their RFP response in such a way as to irrevocably bind the Proponent in an authorized manner.

2.3 NO COMMITMENT

- 2.3.1** No commitment on the part of the Town of Canmore shall exist under this RFP unless and until the Proponent receives official written confirmation from the Town of Canmore that it has been selected to complete the work.

2.4 LIMITATION OF LIABILITY

- 2.4.1** The Town of Canmore will have no liability to any person or entity for any damages, including, without limitation, direct, indirect, special or punitive damages, arising out of or otherwise relating to this RFP, the Proponent's participation in this RFP process or the Town of Canmore's acts or omissions in connection with the conduct of this RFP process. This limitation applies to all possible claims by a Proponent, whether arising in contract, tort, equity, or otherwise, including, without limitation, any claim for a breach by the Town of Canmore of a duty of fairness or relating to a failure by the Town of Canmore to comply with the terms set forth in this RFP.

2.5 ACCEPTANCE OR REJECTION

- 2.5.1** The Town of Canmore reserves the right to reject any or all responses. Without limiting the generality of the foregoing, the Town of Canmore may reject any response which it deems:

- a) is incomplete, obscure, irregular, unrealistic or noncompliant.
- b) has erasures, ambiguities, inconsistency or corrections; or
- c) fails to complete, or provide any information required by, any provision of this RFP.

Further, a response may be rejected on the basis of the Town of Canmore's understanding of the Proponent's past record of work, its general reputation, its financial capabilities, the completion schedule or a failure to comply with any applicable law.

The purpose of the Town of Canmore is to obtain the most suitable responses to the Project and to further the interests of the Town of Canmore and what it wishes to accomplish in carrying out the Project. Therefore, the Town of Canmore has the right to waive any irregularity or insufficiency or noncompliance in any response submitted and to accept the response or responses which it deems most favourable to its interests or to reject all responses and cancel the RFP.

In addition to any rights identified elsewhere in this RFP, the Town of Canmore reserves the right to:

- a) reject any and all responses;
- b) add, delete or change the terms of this RFP at any time prior to the specified closing date and time;
- c) during the evaluation period, seek clarification of any Proponent's response, including consequential amendments, or any additional information from any Proponent;
- d) accept or reject, in whole or in part, any response without giving any reason;
- e) have any documents submitted by the Proponent reviewed and evaluated by any party, including independent Consultants;
- f) cancel the RFP process without penalty at any time for any reason; and
- g) negotiate and enter into an agreement with any Proponent notwithstanding any noncompliance by the Proponent's response with any requirement of this RFP.

The Town of Canmore is the sole and final judge with respect to the selection of any Successful Proponent as a result of this RFP process.

All Proponents submitting a response to this RFP will be advised of the results of the RFP process by email or regular mail. Please allow at least two weeks for responses to be evaluated by the Town of Canmore.

The Town of Canmore intends to complete all of the work of this RFP, however, reserves the right to award any portion of the work as budget permits.

2.6 QUESTIONS AND CLARIFICATIONS

- 2.6.1** Procedural or technical questions shall be submitted in writing and should include references to a specific section and item number.
- 2.6.2** Dependent upon their nature, comments or answers will be returned via email or through an addendum should the information be applicable to all Proponents.
- 2.6.3** Amendments to this RFP will be valid and effective only if confirmed by written addenda. Addenda may be issued during the proposal response period. All addenda become part of the agreement and receipt must be confirmed in the Proponents proposal submission.
- 2.6.4** Any addenda documents will be issued by the same method that this RFP was issued.
- 2.6.5** It is the Proponent's responsibility to clarify the interpretation of any item of this RFP a minimum of 96 hours prior to the stated closing date and time by contacting the Town of Canmore's designate (as above).

2.7 DISCREPANCIES IN NUMBERS

- 2.7.1** In the event of a numerical discrepancy or error in a Proposal, the written number will prevail.
- 2.7.2** In the event of pricing extension errors, the unit price will apply.

2.8 CONFIDENTIALITY AND FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 2.8.1** All information including, without limitation, any technology of a proprietary or novel nature which is disclosed to a Proponent by the Town of Canmore or a third party as a representative of the Town of Canmore (which information, in addition to the confidentiality requirements hereunder, will be kept confidential by the Proponent in accordance with the terms of its disclosure by such third party) or which is otherwise obtained by the Proponent in connection with this RFP process, other than that which is common knowledge or within the public domain, is the confidential property of the Town of Canmore and must not be disclosed by the Proponent, except to duly authorized representatives of the Town of Canmore. Such confidential information or property is not to be employed other than in connection with responding to this RFP unless otherwise duly authorized by the Town of Canmore in writing. These confidentiality provisions will remain binding obligations on each Proponent following the conclusion of this RFP process until the Town of Canmore reasonably determines that such confidential information referred to herein has become part of the public domain (other than by disclosure or use prohibited herein) and releases the Proponent from its confidentiality obligation. This requirement does not prohibit any Proponent from complying with an order to provide information or data issued by a court or other authority with proper jurisdiction or to act to correct or report a situation which the Proponent may reasonably believe to endanger the safety or welfare of the public.
- 2.8.2** The Proponent acknowledges that any information or documents provided by it to the Town

of Canmore may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act*. This acknowledgement shall not be construed as a waiver of any right to object to the release of any information or documents.

- 2.8.3** The Town of Canmore acknowledges that a Proponent's response may contain information in the nature of a Proponent's trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent. The Town of Canmore agrees that portions of responses to this RFP which are provided in confidence will be protected from disclosure to the extent permitted by law. The Town of Canmore is bound by the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time, and all documents submitted to the Town of Canmore will be subject thereto. Each Proponent must identify appropriate parts of its response or other documents submitted to the Town of Canmore as confidential and specify what harm could reasonably be expected from its disclosure; however, the Town of Canmore may not be able to ensure that such parts will not be protected from access.
- 2.8.4** Proponents are advised that the Town of Canmore will, as necessary, be disclosing the responses on a confidential basis to its employees and advisors who have a need to know in connection with this RFP process for, among other things, the purpose of evaluating and participating in the evaluation of the responses. It is the responsibility of each Proponent to ensure that all personal information provided to the Town of Canmore with respect to the Proponent's personnel and their experience is supplied with the informed consent of such individuals and in accordance with applicable law. By submitting any personal information each Proponent represents and warrants that it has obtained the informed consent of the individuals who are the subject of such information to its collection, use and disclosure for purposes of this RFP response. Also, such individuals are agreeing to the use of such information as part of the RFP evaluation process, for any audit of the procurement process and for contract management and performance purposes.
- 2.8.5** Proponents in custody or control of records provided to the Proponent by the Town of Canmore records shall abide by the privacy and non-disclosure provisions of the *Freedom of Information and Protection of Privacy Act* respecting these records as if this act applied directly to the Proponent and shall generally assist the Town in its own compliance with the *Freedom of Information and Protection of Privacy Act* respecting records provided to the Proponent.

2.9 COST OF PREPARATION

- 2.9.1** Any cost incurred by the Proponent in the preparation of its response to this RFP shall be borne solely by the Proponent.
- 2.9.2** Shortlisted candidates may be invited to participate in an interview. The Town of Canmore will not pay for the time required or travel expenses incurred to participate in the interview.

2.10 OWNERSHIP OF SUBMISSIONS

- 2.10.1** All responses submitted to the Town of Canmore become the property of the Town of Canmore and shall not be returned. They will be received and held in confidence by the Town of Canmore, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.
- 2.10.2** Unsuccessful Proponent submissions will be kept as record for the procurement process until two years after the date of decision for the RFP award.

2.11 CLARIFICATION FROM PROPONENTS

- 2.11.1** The Town of Canmore reserves the right to seek from any/all Proponents any further clarification it may require on responses submitted pursuant to this RFP.

2.12 PROPONENT PERFORMANCE

- 2.12.1** The selected Proponent may be evaluated throughout the course of service delivery in connection with any specific work or projects undertaken as a result of any agreement entered into between any Proponent and the Town of Canmore. The Town of Canmore may also conduct periodic reviews/assessments of any selected Proponent, taking into consideration, in addition to specific work related to the project undertaken by the Proponent, ongoing Proponent staff qualifications, experience, training, and staff changes. Any evaluation/assessment will be shared with the Proponent, with the goal of immediate and permanent resolution where concerns have been raised. The Town of Canmore reserves the right to remove from the roster any selected Proponent who has been qualified by this RFP process by way of written notice if, in the sole discretion of the Town of Canmore, based on any on-going or specific evaluation or assessment of the Proponent or its performance of any work, it is deemed to be in the Town of Canmore's best interests.

2.13 LENGTH OF AGREEMENT

- 2.13.1** The construction activities are expected to be completed within the calendar year 2025.
- 2.13.2** The Town reserves the right to extend the above-noted timelines to complete any work in progress.
- 2.13.3** Additional award periods will generally be based on mutual agreement between The Town and the Successful Proponent. The Town reserves the right to negotiate changes to existing agreements for the work to reflect current conditions at the time of extension or renewal.

2.14 FORM OF CONTRACT

- 2.14.1** The Town of Canmore will be issuing a letter of award to the Successful Proponent.
- 2.14.2** The contract to be executed between the Town of Canmore and the Successful Proponent (Contractor) is a Fixed Price Contract – For Services and Construction, CCDC 2 (2010) of Canadian Construction Documents Committee. Refer to Section 7 for Supplementary Conditions for the CCDC 2 (2010) Contract.

2.15 SERVICES TERMS AND CONDITIONS

- 2.15.1** Final agreements with the successful Proponent may consist of any number of the following documents, including all amendments thereto:
- Request for Proposal
 - Addenda
 - Statement of Scope
 - Letter of Award
 - CCDC 2 (2010) Contract with Supplemental Conditions
- 2.15.2** Any inconsistent or conflicting provisions contained within the documents forming the

Agreement shall be resolved in the following order:

- CCDC 2 (2010) Contract with Supplemental Conditions
- Letter of Award
- Statement of Scope
- Technical & Fee Proposal
- Addenda
- Request for Proposal

2.16 STAFF CHANGES

- 2.16.1** Staff changes by the successful Proponents will require **written approval** from The Town prior to any such change, which approval The Town may withhold in its sole discretion. The qualifications and experience of the proposed staff change must be equivalent to or better than the staff proposed in the proposal received. The Town reserves the right, in addition, and without prejudice to any other right or remedy, to immediately terminate the Agreement as a result of the failure by the Successful Proponent to provide the staff proposed.

2.17 NON-ASSIGNMENT

- 2.17.1** The Successful Proponent will be expected to deliver the work. Neither the contract nor any rights or obligations to perform the work under the contract will be assignable by the Successful Proponent without the prior written consent of the Town of Canmore. The granting of such consent shall be within the sole and unfettered discretion of the Town of Canmore, and based on the terms of this consent may not relieve the Successful Proponent of liability to perform the work. Proponents who anticipate requesting to assign some or all of the contract must notify the Town as part of their responses to this RFP.

2.18 DEPOSITS

- 2.18.1** The Town of Canmore will consider the payment of a deposit to the Successful Proponent for the scope of work in this RFP. The maximum deposit the Town will consider is 25% of the value of the contract.

2.19 TERMS OF PAYMENT

- 2.19.1** Invoices will be paid within 28 days from the approval date of the invoice.

2.20 INSURANCE AND WORKERS' COMPENSATION BOARD REQUIREMENTS

- 2.20.1** Mandatory Eligibility Requirements

As a mandatory eligibility requirement for response to this RFP:

- (a) The Successful Proponent shall carry at all times during the performance of the work General Liability/ Umbrella Liability Insurance with a limit of not less than FIVE MILLION DOLLARS (\$5,000,000) inclusive per occurrence for bodily injury (including death) and damage to property including loss of use thereof. Such insurance shall at a minimum include coverage of broad form property damage, contractual liability, cross liability, completed operations and product liability, and such other types of

insurance as would be carried by a prudent person performing such contract work and as the Town of Canmore may from time to time require.

- (b) The Successful Proponent shall carry at all times during the performance of the work Automobile Liability Insurance for owned and non-owned automobiles with a limit of not less than TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence.
- (c) The Successful Proponent shall at all relevant times carry Workers Compensation Board coverage of either of Alberta or of another AWCBC board that will extend the required amount of coverage to cover the employee outside of their home province. Proponents shall submit their WCB number together with a letter from the appropriate department indicating there are no outstanding fees, fines, claims or debts due on the Successful Proponent's account to the Town of Canmore prior to the commencement of the work.
- (d) Successful Proponents from outside the Province of Alberta will be required to possess a valid Certificate of Recognition (COR) or a valid Temporary Letter of Certification (TLC) for a standard COR, or a COR Equivalency Letter (COREL) for out of province Contractors, as issued by the Alberta Construction Safety Association (ACSA) or another certifying partner authorized by the Alberta Ministry of Labour to issue CORs, TLCs or CORELs. The COR, TLC or COREL must be relevant to the work. Possession of a Certificate of Recognition other than a standard COR, TCL or COREL, such as a Small Employer Certificate of Recognition (SECOR) is not acceptable.

2.20.2 Responsibilities of Successful Proponent

- (a) The Successful Proponent shall supply insurance coverage and pay all costs and expenses, including premiums relating to the insurance coverage requirements as set out herein, and shall supply the Town of Canmore with a certificate of insurance for all policies on an annual basis. Such policies will include a statement that the coverage shall not be terminated without a prior 30-day written notice to the Town of Canmore.
- (b) The Successful Proponent or their insurer will notify the Town of Canmore at least thirty (30) days prior to any change in insurer, any cancellation of the insurance policy, or any substantial change in the policy or coverage that would materially alter the coverage provided by the Successful Proponent to the Town of Canmore.
- (c) The Successful Proponent shall provide a certificate of insurance for the above-required insurance to the Town of Canmore within five (5) days of notification of award or prior to commencing the work, whichever is sooner.

2.21 INDEMNIFICATION

2.21.1 The Successful Proponent agrees to indemnify and save harmless the Town of Canmore, its councillors, officers, agents, representatives, and employees, against all suits or claims, requests, legal action and liability regardless of the nature and expenses sustained from injuries or death or any damages or loss to property as a result of the usage of premises or in the execution of the Successful Proponent functions arising from this contract except to the extent of the Town of Canmore's gross negligence.

2.21.2 At no time will the Town of Canmore be responsible for any injury sustained by the Successful Proponent, their employees or any person on the Town of Canmore's premises,

nor will the Town of Canmore be responsible for any loss, including loss of profits or damage caused to the goods of the Successful Proponent, their employees or any other person, including damage to vehicles and their contents, while these goods are on the Town of Canmore's premises or site.

- 2.21.3** The Town of Canmore shall not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Successful Proponent arising out of or in any way related to this RFP or subsequent contract.

2.22 INFORMATION SECURITY STANDARDS

- 2.22.1** Successful Proponents that provide information technology or web-related services to the Town of Canmore as part of their work on the Project shall be required to comply with the Town of Canmore's Information Security Standards as updated from time to time. These standards may overlap with and are additional to the functional and requirements of the specific Project. The Town of Canmore may require Proponents to demonstrate compliance with these standards as part of the Town's review and evaluation of proposals, quotations and qualifications. If not appended hereto, it is the Proponent's responsibility to request the Information Security Standards and access their ability to comply as part of responding to this request.

2.23 CANADIAN FREE TRADE AGREEMENT

- 2.23.1** This RFP and corresponding purchases are subject to *Chapter Five – Government Procurement* of the Agreement. The name of the Successful Proponent and the value of the award will be posted on the Alberta Purchasing Connection.

2.24 RECOMMENDED SITE VISIT

- 2.24.1** It is recommended that each Proponent visit the facilities to familiar themselves with the space and to assist with the development of the proposal. Appointments will be requested through the project manager via email 48 hours prior to the visit if they will be attending and who will be present from their team. Personal protective equipment (PPE) will be required to participate in a site visit. PPE to include hard hat, safety boots and a reflective vest.

2.25 DEBRIEFING

- 2.25.1** The Town of Canmore will offer a debrief to unsuccessful Proponents on request.

END OF SECTION 2.0

3.0 PROJECT OVERVIEW AND SCOPE

3.1 RFP DEFINITIONS

Owner	The Town of Canmore
Project	Utility Facilities Exterior Rehabilitation Project
Proponent	a firm, individual or company who or which intends to submit or submits a Proposal pursuant to this RFP.
Proposal	a submission to the Town of Canmore in response to this RFP.
Successful Proponent	a firm, individual or company with whom the Town of Canmore may decide to initially discuss contract arrangements based upon acceptance of the Proponent's Proposal.

3.2 PROJECT DESCRIPTION/DESCRIPTION OF NEED

The Town requires a contractor to replace combustible components with fire rated and/or flame-resistant cladding, roofing, and trims according to the specifications and drawings.

3.3 PROJECT SITE

3.3.1 There is a total of ten, (10), building on six, (6) different sites all within Canmore Alberta. The individual addresses are.

- 10 Van Horne – 2 buildings
- 100 Crossbow Lane – 2 buildings
- 240 Benchlands Trail – 1 building
- 602 4 Street – 2 buildings
- 938 17 Avenue – 2 buildings
- 1251 Palliser Trail – 1 building

3.4 SCOPE OVERVIEW/SCOPE OF SERVICES

3.4.1 GENERAL SCOPE OF WORK

A combination of roofing, siding, fascia and soffit replacements as well as vents, a door and a window all according to the specification and drawings in Section 7.

3.4.2 DUTIES, RESPONSIBILITIES AND DELIVERABLES OF THE CONTRACTOR

- Perform all scopes of work and award and manage all sub-trade contracts.
- Function as the prime contractor of the work site, schedule, supervise, manage, and administer all aspects of the Work and be responsible for quality control on the project.
- Provide weekly progress reports to the Town Project Manager.
- Ensure all sub-contractors working according to the Contractor's Health and Safety Management Plan, as well as adherence to the province of Alberta's Occupational Health and Safety Act provisions for working at heights safely.

- Supply, erection, maintenance, and eventual removal of a scaffolding system for all work components and hoarding over the slide area to limit demolition and construction dust and debris from entering the leisure pool area, to remain in place until the construction scope of work is complete.
- Coordination with the Town designate and Consultant for inspections and quality assurance reviews.
- Construction clean-up, prior to engaging in the post construction cleaning scope of work, including construction debris removal from site to appropriate recycling centres.

3.4.3 COORDINATION DETAILS

Access to within any of the buildings will need to be coordinated through the Town designate.

The Town designate will coordinate access with the facility operator, EPCOR Water Services Inc.

3.4.4 OPTIONS OR EXTENSIONS

None available.

3.4.5 SERVICES NOT INCLUDED

Not applicable.

3.5 ANTICIPATED PROJECT SCHEDULE

Start of construction activities..... 2025
Construction completion.....Calendar year 2025

END OF SECTION 3.0

4.0 RESPONSE REQUIREMENTS AND EVALUATION CRITERIA

4.1 FORMAT AND OUTLINE OF RESPONSES

Electronic RFP responses are to be on 8.5" x 11" size pages in PDF (.pdf) format only and all components shall be formatted and combined into one file that is inserted into the email submission.

Responses to each section shall be marked with the corresponding letter and number (e.g. A1, A2, etc.).

4.2 PROPOSAL SUBMISSION REQUIREMENTS

Proponents are requested to submit a proposal containing each of the following:

A. Mandatory Requirements:

- A1 Signed signature and waiver sheet, see Section 5.0 below.
- A2 Signed Appendix A Task Rates, see Section 6.0 below.
- A3 Insurance Requirements: Provide evidence from your insurance company confirming your ability to secure insurance as described in Section 2.20.
- A4 WCB Requirements: Provide evidence of WCB coverage as described in Section 2.20.

B. Construction Experience

- B1 Provide a list of three similar projects that includes the scope of the work, total construction cost, any benefits realized on the project due to your company's involvement and client references.
- B2 Provide the qualifications of your key personnel including estimator, project manager, site supervisor and safety manager.

Note: Staff and project team changes by the successful Proponents will require written approval from the Town prior to any change.

C. Corporate Safety Plan

- C1 Provide the corporate Health and Safety Plan.

D. Bid Form

- D1 Construction Fees (see Section 6).

E. Proposed Work Schedule

- E1 Provide a detailed work schedule in Gantt format, specifying start and completion dates for each building.

4.3 EVALUATION PROCESS

- 4.3.1** Selection of the Successful Proponent pursuant to this RFP will be made based on the Proponent's written response and other factors germane to the Town of Canmore. The responses shall be evaluated based on the matrix shown below.

Evaluation Criteria	Evaluation
A. Mandatory Requirements	Pass / Fail
B. Construction Experience - Corporate	15%
C. Corporate Safety Plan	15%
D. Price Proposal	60%
E. Proposed Work Schedule	10%

- 4.3.2** A submission will first be reviewed for compliance with the mandatory requirements of this RFP as listed above. A submission not complying with the criteria may be considered non-compliant and not receive further consideration.

4.4 CONFIDENTIALITY OF EVALUATION

- 4.4.1** Evaluation scores and rankings are confidential, and apart from identifying the top-ranked Proponent, no details of the submission, score or ranking of any Proponent will be released to any Proponent.

4.5 RFP SCHEDULE

The following schedule has been established for this RFP:

- RFP issued on Town of Canmore website/Alberta Purchasing Connection August 28, 2025
- Last day to submit questions to Town of Canmore designate September 12, 2025
- Last day for Town of Canmore to issue final addendum September 16, 2025
- RFP closing date September 18, 2025
- RFP evaluation period September 25, 2025
- Letter of award to be issued to Successful Proponent October 1, 2025
- Issue contract to Successful Proponent October 7, 2025

END OF SECTION 4.0

5.0 SIGNATURE, ACKNOWLEDGMENT AND WAIVER SHEET

1. By signing below, the Proponent hereby acknowledges and agrees as follows:
 - (a) Prior to submitting its response to this RFP, the Proponent has obtained from the Town of Canmore and thoroughly reviewed the entirety of the RFP including all addendums hereto and documents incorporated by reference into this RFP.
 - (b) The Proponent has thoroughly reviewed, understands, and agrees to be bound by all terms and conditions of this RFP including those in all addendums hereto and documents incorporated by reference into this RFP, unless otherwise waived by the Town of Canmore in its sole discretion and confirmed in writing. The Proponent hereby waives any rights or claims that it was not aware of any document incorporated by reference into this RFP.
 - (c) The Proponent's representative signing below has the full authority to represent the Proponent in all matters relating to the RFP and bind the Proponent to the terms and conditions of this RFP.

Name of Business Entity	
Complete Address:	
Phone	Mobile Phone
Fax	Email
Website	
Proponent Signature	Affix Corporate Seal:
Title	
Printed Name	
Date	

Notes to Signatories:

Incorporated Proponents should affix a corporate seal to the signature sheet. If an incorporated Proponent does not affix a corporate seal, the Town of Canmore reserves the right to request documentation confirming corporate signing authority in the form of a director's resolution, evidence of current registered officers, or other corporate record.

Unincorporated Proponents must submit proposals signed by individual or legal entity with capacity to execute legal documents and bind the Proponent. The Town of Canmore reserves the right to request documentation confirming individual identities and authority of the signatory to represent the Proponent.

6.0 BID FORM

Date: _____

I/we, _____

(Company Name)

of _____

(Business Address)

Having carefully examined the Bid Documents, as listed in Section 7.0 of the Request for Proposal, and having visited the Project Site; hereby offer to enter into a Contract to perform the Work required by the Bid Documents for the stipulated price as follows.

CANADIAN DOLLARS (\$_____). The price offered.
excludes Goods and Services Tax (GST) but includes all other eligible tax.

Unit Pricing

The Unit Prices forms the basis for determining the Stipulated Contract Price. Quantities for Unit Price Items are estimated, and all Work to be invoiced under the unit price items must be approved by the Town's Consultant before proceeding with the Work. Final Contact Value and payment amounts will be calculated as per the actual work quantities measured on site upon completion of the work.

The Unit Prices include the specified cost, overhead, profit, and all applicable provincial taxes in force at date of Bid, except for Goods and Services Tax.

Work	Est. Qty	Unit Price	Item Price
1. Exterior Finishes Rehabilitation – 10 Van Horne, Canmore, AB (UB1 – Two Buildings), as per Tender Package.			
A. Cover Existing Wood Fascia	~160 ln ft	Lump Sum	\$ _____
B. Wood Siding Replacement	~200 sq ft	Lump Sum	\$ _____
C. Vent Replacement	~1 each	Lump Sum	\$ _____
		Total UB1	\$ _____

Continued on Next Page

Work	Est. Qty	Unit Price	Item Price
2. Exterior Finishes Rehabilitation – 100 Crossbow Lane, Canmore, AB (UB2 – Two Buildings), as per Tender Package. A. Asphalt Shingle Roof Replacement B. Cover Existing Wood Fascia C. Wood Siding Replacement D. Vent Replacement	 ~900 sq ft ~160 ln ft ~350 sq ft Lump Sum	 Lump Sum Lump Sum Lump Sum N/Ap Total UB2	 \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

Work	Est. Qty	Unit Price	Item Price
3. Exterior Finishes Rehabilitation – 240 Benchlands Trail, Canmore, AB (UB3), as per Tender Package. A. Asphalt Shingle Roof Replacement B. Cover Existing Wood Fascia C. Wood Soffit Replacement D. Remove Wood Cladding from Doors E. Vent Replacement	 ~2900 sq ft ~300 ln ft ~80 sq ft ~1 each ~1 each	 Lump Sum Lump Sum Lump Sum Lump Sum Lump Sum Total UB3	 \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

Work	Est. Qty	Unit Price	Item Price
4. Exterior Finishes Rehabilitation – 602 4 Street, Canmore, AB (UB4 – Two Buildings), as per Tender Package. A. Cover Existing Wood Fascia B. Wood Siding Replacement C. Eavestrough Replacement	 ~180sq ft ~250 sq ft ~100 ln ft	 Lump Sum Lump Sum Lump Sum Total UB4	 \$ _____ \$ _____ \$ _____ \$ _____

Continued on Next Page

Work	Est. Qty	Unit Price	Item Price
5. Exterior Finishes Rehabilitation – 938 17 Street, Canmore, AB (UB5 – Two Buildings), as per Tender Package. A. Wood Siding Replacement, cladding B. Wood Soffit Replacement, cladding C. Window Replacement D. Eavestrough Replacement	~180 sq ft ~70 ln ft 1 Lot	Lump Sum Lump Sum Lump Sum Lump Sum Total UB5	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____

Work	Est. Qty	Unit Price	Item Price
6. Exterior Finishes Rehabilitation – 1251 Palliser Lane, Canmore, AB (UB6 – One Building), as per Tender Package. A. Wood Shingle Roof Replacement B. Wood Siding Replacement C. Eavestrough Replacement	~500 sq ft ~250 sq ft ~90 ln ft	Lump Sum Lump Sum Lump Sum Total UB6	\$ _____ \$ _____ \$ _____ \$ _____

I/we acknowledge receipt of the following Addenda and have included for the requirements thereof in my/our RFP response: Addendum # _____ to _____.

(Signature)

7.0 REFERENCE DOCUMENTS

- 7.1 SPECIFICATION – 7 pages
- 7.2 DRAWINGS – 13 pages
- 7.3 PHOTOS – 23 pages
- 7.4 CCDC 2 (2020) OF CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE - 30 PAGES
- 7.5 SUPPLEMENTARY CONDITIONS FOR THE CCDC 2 (2020) CONTRACT – 15 PAGES

7.1 SPECIFICATION

Summary of Work

Background

BTC performed a site review in August 2025 to identify building envelope exterior finishes and roofing rehabilitation items on Utility Buildings to conform with the FireSmart Inspection documents provided by the Town of Canmore.

Summary of Work

The scopes of work below identify repairs required. It is to be generally understood that any existing surfaces affected by this scope will be *Made Good*. The intent is to replace combustible components with fire rated and/or flame-resistant cladding, roofing, and trims. All repairs and new installations must comply with applicable fire safety standards and building codes, with materials and methods selected to enhance the fire resistance of the structure wherever applicable.

Wood Repairs and Replacements – General Scope

1. Mobilize to site and access components as necessary, using high-reach equipment as necessary.
2. Remove any hardware connections and/or fasteners from components and carefully remove cladding and trims. Town of Canmore to determine disposal or recycling options.

Locations – Repairs Required

Building UB1: (two buildings) – 10 Van Horne

- Supply and install prefinished metal cladding over existing wood fascia on all sides of the building. Work to include proper fastening, overlapping, and sealing of joints to ensure weather-tight coverage. All exposed edges to be finished with matching trim.
- Remove existing wood cladding on the upper front and rear gable elevations of the building with new prefinished metal siding. Work to include proper substrate preparation, installation of weather resistive barrier, metal panels, trim, and flashing to ensure a complete and weather-tight system.
- Replace existing louvre wall vents with ember-resistant rated vents compliant with applicable fire safety standards. Work to ensure proper airflow is maintained while providing protection against ember intrusion and debris.

Building UB2: (two buildings) – 100 Crossbow Lane

- Complete removal of existing asphalt shingle roof system and disposal of all debris. Supply and install new Standing Seam Metal Roof (SSMR) system, including underlayment, metal panels, clips, fasteners, flashings, and all necessary trim to provide a complete, weather-tight installation.
- Supply and install prefinished metal flashing over existing wood fascia on all sides of the building. Work to include proper fastening, overlapping, and sealing of joints to ensure weather-tight coverage. All exposed edges to be finished with matching trim.
- Replace existing wood cladding on the upper front and rear gable elevations of the building with new prefinished metal siding. Work to include proper substrate preparation, installation of weather resistive barrier, metal panels, trim, and flashing to ensure a complete and weather-tight system.
- Replace existing louvre wall vents with ember-resistant rated vents compliant with applicable fire safety standards. Work to ensure proper airflow is maintained while providing protection against ember intrusion and debris.

Building UB3: - 240 Benchlands Trail

- Complete removal of existing wood shingle roof system and disposal of all debris. Supply and install new Standing Seam Metal Roof (SSMR) system, including underlayment, metal panels, clips, fasteners, flashings, and all necessary trim to provide a complete, weather-tight installation.
- Supply and install prefinished metal flashing over existing wood fascia on all sides of the building. Work to include proper fastening, overlapping, and sealing of joints to ensure weather-tight coverage. All exposed edges to be finished with matching trim.

- Cover existing wood soffit at all roof overhangs with new prefinished metal soffit panels to match the Standing Seam Metal Roof (SSMR) system, including necessary surface preparation, trims, vented or solid panels as required, and all fasteners to ensure a clean, uniform, and durable finish.
- Remove existing wood cladding or trim surrounding the front entrance doors, including any associated framing or decorative elements. Leave only the existing metal doors and frames in place, clean and free of obstruction. Refinish the exposed metal doors and frames, and finish any exposed edges as needed to ensure a clean and safe appearance.
- Replace existing louvre wall vents with ember-resistant rated vents compliant with applicable fire safety standards. Work to ensure proper airflow is maintained while providing protection against ember intrusion and debris.

Building UB4: (two buildings) – 602 4th Street

- Supply and install prefinished metal cladding over existing wood fascia on all sides of the building. Work to include proper fastening, overlapping, and sealing of joints to ensure weather-tight coverage. All exposed edges to be finished with matching trim.
- Remove existing wood siding and replace with fiber cement Lap Siding, on all elevations of the building including removal of old materials, sheathing repairs as needed, installation of weather-resistive barrier, proper flashing, trim, and sealants to ensure a durable and weather-tight system.
- Remove and replace all damaged eavestroughs with new prefinished metal to match the roof system. Install gutter guard screens over all eavestroughs to reduce debris accumulation and improve drainage performance. Work to include all necessary brackets, downspout connections, and proper alignment for effective water management. All eavestroughs must be thoroughly cleaned of organic debris.

Building UB5: (two buildings) – 938 17th Street

- Remove existing wood siding and replace with fiber cement Lap Siding, on all elevations of the building including removal of old materials, sheathing repairs as needed, installation of weather-resistive barrier, proper flashing, trim, and sealants to ensure a durable and weather-tight system.
- Cover existing wood soffit at all roof overhangs with new prefinished metal soffit panels to match the Standing Seam Metal Roof (SSMR) system, including necessary surface preparation, trims, vented or solid panels as required, and all fasteners to ensure a clean, uniform, and durable finish.
- Remove existing single-pane windows and replace with new energy-efficient multi-pane or tempered safety glass units. Work to include all necessary framing adjustments, sealing, trim, and finishing to ensure proper installation, improved thermal performance, and compliance with applicable building and safety codes.
- Remove and replace all damaged eavestroughs with new prefinished metal to match the roof system. Install gutter guard screens over all eavestroughs to reduce debris accumulation and improve drainage performance. Work to include all necessary brackets, downspout connections, and proper alignment for effective water management. All eavestroughs must be thoroughly cleaned of organic debris.

Building UB6: - 1251 Palliser Trail

- Complete removal of existing wood shingle roof system and disposal of all debris. Supply and install new Standing Seam Metal Roof (SSMR) system, including underlayment, metal panels, clips, fasteners, flashings, and all necessary trim to provide a complete, weather-tight installation.
- Remove existing wood siding and replace with fiber cement Lap Siding, on all elevations of the building including removal of old materials, sheathing repairs as needed, installation of weather-resistive barrier, proper flashing, trim, and sealants to ensure a durable and weather-tight system.
- Remove and replace all damaged eavestroughs with new prefinished metal to match the roof system. Install gutter guard screens over all eavestroughs to reduce debris accumulation and improve drainage performance. Work to include all necessary brackets, downspout connections, and proper alignment for effective water management. All eavestroughs must be thoroughly cleaned of organic debris.

SCOPES OF WORK

Asphalt and Wood Shingle Roofing Replacement

- Remove existing asphalt shingle roofing system, underlayment, and flashings and dispose of properly off site.
- Inspect existing sheathing for damage or moisture infiltration. Replace with new material to match existing type and thickness ensuring new decking.
- Install high-temperature self-adhered ice & water shield at eaves, valleys, and penetrations.
- Install synthetic underlayment over remaining roof deck, lapped and fastened per manufacturer's requirements.
- Layout and install standing seam metal panels (minimum 24 ga.), fastened with concealed clips and screws, allowing for thermal expansion.
- Mechanically seam or snap-lock panels per manufacturer's system requirements.
- Install pipe boots, penetration flashings, and counter-flashings at all curbs, walls, and transitions.
- Provide closure strips, sealants, and butyl tape at all panel terminations and transitions for weather tightness.
- Use color-matched fasteners and accessories throughout.
- Perform final inspection; verify fasteners/seams/flashings are watertight and panels properly aligned.
- Remove all construction debris and deliver warranty and maintenance documentation to owner.

Acceptable Materials:

- Panels: 24–22 ga. G-90 galvanized steel or Galvalume.
- Coating: PVDF (Kynar 500/Hylar 5000) paint finish, 20–30 year warranty.
- Underlayment: High-temp ice & water shield + synthetic underlayment. Soprema LastoBond Shield HT or equivalent.
- Fasteners: Concealed stainless steel or corrosion-resistant fasteners.
- Flashings: Same gauge and finish as roof panels.

Wood Siding Replacement

- Remove and dispose of existing wood siding, underlayment, trims, and fasteners off-site.
- Inspect sheathing for rot/moisture damage; replace as required to match existing thickness and type.
- Install new weather-resistive barrier (WRB), overlapped and fastened per manufacturer's instructions.
- Flash rough openings using self-adhered flashing membranes, installed sill, jamb, head.
- Install starter strips/base trims at the bottom of siding runs.
- Install new James Hardie Statement Collection | ColorPlus HardiePlank Lap Siding, fastened per manufacturer's specifications.
- Maintain required clearances at grade, roofing, decks, and penetrations.
- Install trim boards, corner trims, and flashing accessories for a complete system.
- Seal penetrations and joints per manufacturer's recommendations.
- Final inspection for alignment, fastening, and finish quality; remove debris; provide warranties.

Acceptable Materials:

- Siding: James Hardie Statement Collection ColorPlus HardiePlank Lap Siding (fiber cement).
- Finish: Factory-applied ColorPlus (Color to match existing) (15-year finish warranty).
- Trim: James Hardie | HardieTrim boards (fiber cement, factory finished).
- WRB: Code-approved air vapor barrier (Tyvek, DELTA-Vent, or equivalent).
- Flashing: Corrosion-resistant metal flashings or manufacturer-approved flashing accessories.
- Fasteners: Stainless steel or hot-dipped galvanized siding nails, installed with pneumatic nailer or hand-driven per Hardie requirements.

Wood Fascia Replacement

- Remove and dispose of existing wood fascia boards, trims, and fasteners off-site.
- Inspect underlying framing/sub-fascia for rot, damage, or moisture; replace deteriorated sections with new lumber matching existing size and profile.
- Install new prefinished metal fascia system (gauge, finish, and color as specified), ensuring full coverage of sub-fascia.

-
- Secure fascia panels with concealed fasteners or color-matched exposed fasteners per manufacturer's recommendations.
 - Install matching metal trim pieces at joints, corners, and transitions for continuous weather-tight coverage.
 - Integrate fascia installation with existing or new soffit panels for a seamless transition.
 - Ensure proper overlap at panel joints and apply sealants or closure strips where required to prevent water infiltration.
 - Use color-matched fasteners and accessories for uniform appearance.
 - Final inspection to verify alignment, fastening, and weatherproofing.
 - Remove all debris from site and provide manufacturer's warranty and installer workmanship warranty.

Acceptable Materials:

- Panels: Prefinished steel (24-26 ga.) VicWest, Ideal Roofing, Cascadia or equivalent. Colours to be chosen from a standard series colour chart.
- Finish: PVDF or baked polyester paint system.
- Fasteners: Concealed or color-matched corrosion-resistant fasteners.

Wood Soffit Replacement

- Inspect existing wood soffit and framing for signs of rot, damage, or loose sections; secure or repair as needed to provide a stable substrate.
- Clean and prepare existing soffit surface to ensure proper adhesion and alignment of new metal covering.
- Install new prefinished metal soffit panels (vented or solid as specified) over the existing soffit, securing to framing or furring strips per manufacturer's recommendations.
- Maintain proper ventilation by using vented panels or incorporating ventilation strips where required by code.
- Install matching prefinished metal trims, J-channels, and moldings at wall, fascia, and corner transitions for a complete and professional finish.
- Ensure integration with existing fascia system for a seamless appearance and continuous ventilation path where applicable.
- Apply sealants or closure strips at penetrations, transitions, and end joints to ensure weather-tightness.
- Use color-matched fasteners and accessories for a uniform appearance.
- Final inspection to confirm proper fastening, alignment, ventilation, and weatherproofing.
- Provide manufacturer's warranty and installer workmanship warranty upon completion; remove all construction debris from site.

Acceptable Materials:

- Panels: Prefinished aluminum (.019-.024") vented or non-vented. Colour to be chosen from a standard colour chart.
- Finish: PVDF or polyester coating.
- Trims: Prefinished J/H-channels to match soffit panels.
- Fasteners: Corrosion-resistant, color-matched.

Wood Door Replacement

- Remove and dispose of existing wood cladding/trim surrounding front entrance doors, including moldings, fasteners, and sealants, off-site.
- Protect existing metal doors and frames during demolition to prevent damage.
- Inspect underlying framing and substrate for rot, deterioration, or moisture damage; repair or replace as required with new material matching existing size and type.
- Supply and install new prefinished metal trim/cladding system (gauge, finish, and color as specified) around door perimeters.
- Install metal trims to provide a neat, weather-tight transition between doors and adjacent wall surfaces.
- Seal all joints, corners, and transitions with manufacturer-approved sealants for weather tightness.
- Use color-matched fasteners and accessories.

Vent Replacement

- Remove and dispose of existing exterior vents (gable, foundation, or wall-mounted).
- Inspect vent openings and surrounding substrate for damage, rot, or deterioration; repair or replace framing or sheathing as required.
- Supply and install new self-adhering membrane flashing at rough opening as required to maintain continuity with vapour barriers and weather resistive barriers.
- Supply and install new exterior vents sized to match existing openings, securely fastened per manufacturer's recommendations.
- Ensure vents maintain required airflow and ventilation clearances while providing ember and pest protection.
- Integrate vent installation with adjacent siding, soffit, or cladding systems to maintain weather tightness.
- Apply sealants around vent perimeters where required for water intrusion protection.
- Final inspection to verify vent alignment, secure fastening, screening coverage, and compliance with fire safety standards.
- Remove all debris from site and provide manufacturer's warranty and installer workmanship warranty.

Acceptable Materials:

- Vents: Galvanized steel, aluminum, or ember-resistant rated units.
- Screening: Non-combustible stainless steel or aluminum mesh (3 mm/1/8").
- Sealants: Exterior-grade UV/weather-resistant sealant.

Window Replacement

- Remove and dispose of existing wood framed window units, frames, trims, and sealants off-site.
- Protect adjacent finishes (interior and exterior) during demolition.
- Inspect rough openings and surrounding framing for damage, rot, or deterioration; repair or replace as required.
- Adjust and prepare rough openings as necessary to accommodate new window units and maintain continuity between vapour barriers and weather resistive barriers.
- Supply and install new energy-efficient multi-pane or tempered safety glass windows (type, size, and performance rating as specified).
- Shim, level, and fasten window units per manufacturer's instructions and applicable building code requirements.
- Seal rough openings using self-adhered flashing membrane: sill flashing extending up jambs, jamb flashings overlapping sill, and head flashing installed last for positive lap sequence.
- Apply low-expansion foam insulation or approved sealant around perimeter of window frames to ensure airtightness and thermal performance.
- Install new interior and exterior trims/molds as required for a complete, finished appearance.
- Final inspection to verify window alignment, operation, weatherproofing, and thermal performance.
- Remove all construction debris and provide manufacturer's warranty and installer workmanship warranty.

Acceptable Materials:

- Frames: Vinyl, fiberglass, aluminum-clad wood, or thermally broken aluminum.
- Glazing: Double or triple-pane IGUs, Low-E coated, argon-filled.
- Safety: Tempered/laminated glass per code (near doors/floor).
- Flashing: Self-adhered membranes; aluminum/steel drip caps.
- U-Value / SHGC: Meet or exceed local energy codes.

Eavestrough Replacement

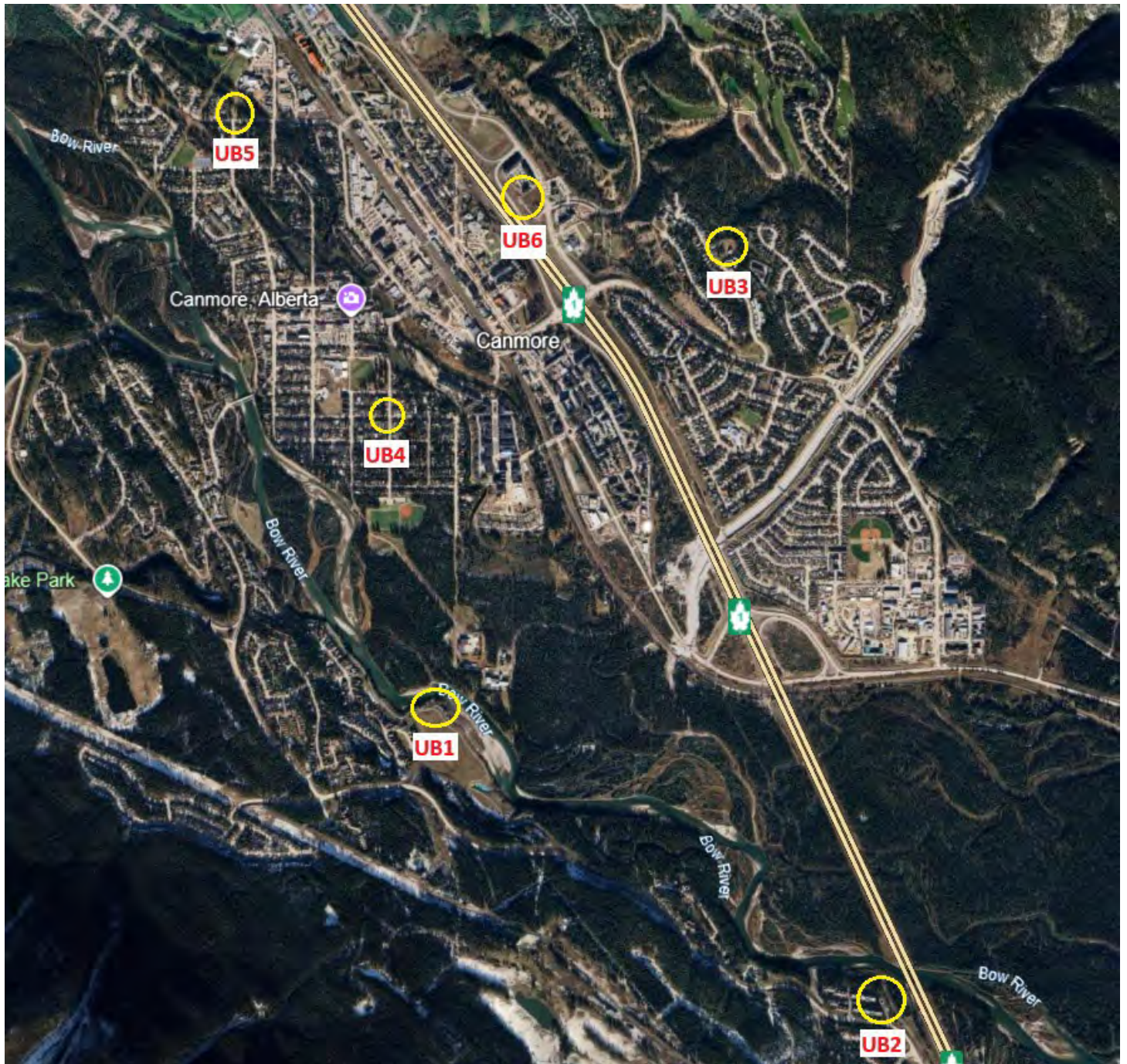
- Remove and dispose of existing eavestroughs hangers, straps, and related accessories off-site.
- Inspect fascia/substrate for rot, damage, or deterioration; repair or replace as required prior to new gutter installation.
- Supply and install new prefinished metal eavestrough (profile, gauge, and color as specified).
- Secure eavestroughs with new hangers/brackets at spacing per manufacturer's recommendations and building code.

-
- Install new matching downspouts, elbows, straps, and extensions to direct water away from foundation.
 - Seal gutter joints, miters, and end caps with manufacturer-approved sealant to ensure leak-free performance.
 - Ensure proper slope of eavestroughs for positive drainage to downspouts.
 - Integrate gutter system with fascia/soffit assembly and roof edge flashings for continuous water management.
 - Final inspection to confirm alignment, secure fastening, watertight seams, and proper drainage.
 - Remove all debris from site and provide manufacturer's warranty and installer workmanship warranty.

Acceptable Materials:

- Eavestroughs: Prefinished aluminum (.027–.032") or galvanized steel (26–24 ga.) with PVDF finish.
- Profiles: K-style (5"/6") or half-round.
- Downspouts: Prefinished aluminum or steel, 2"x 3" or 3"x 4".
- Fasteners/Hangers: Hidden hangers with corrosion-resistant screws.
- Sealants: Exterior grade polyurethane.

Site Plan



7.2 DRAWINGS





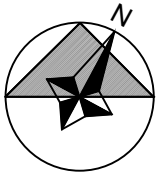
LOUVER VENTS



A

B

C



EXISTING ROOF SYSTEM 1.3

- WOOD SHINGLES
- UNDERLAYMENT
- WOOD DECK

ROOF OPTION 1: 1.3

- SHEET METAL FLASHING AND TRIM
- SSMR METAL PANELS
- NEW ADHERED UNDERLAYMENT
- SELF ADHERING AVB AT GUTTERS
- SELF ADHERING AVB INSTALLED A MINIMUM OF 3' PAST INTERIOR WALLS
- SYNTHETIC UNDERLAYMENT OVER FIELD OF ROOF
- EXISTING WOOD DECK

DATE	REV	ISSUE

ROOF WIND LOADS	
ROOF AREA	WIND LOAD
ROOF TYPE 1:	
End Zone Width, Z	
Corner, C	
Edge, S	
Edge, R	

ROOF AREA	ROOF REPLACEMENT AREA
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LEGEND:



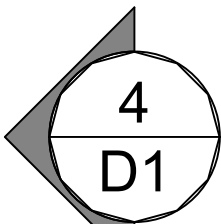
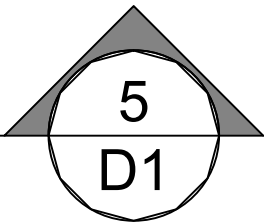
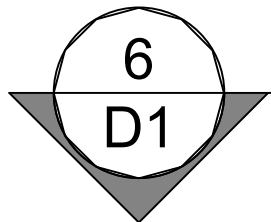
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CONE BASE



LOUVER VENTS

GENERAL NOTES

1. DRAWING IS NOT TO BE SCALED.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO KEEP THE BUILDING WATERTIGHT AND SECURE AT ALL TIMES.
3. CONTRACTOR IS RESPONSIBLE FOR CONFIRMING ALL SITE MEASUREMENTS & EXISTING CONDITIONS FOR ESTIMATING & MATERIAL ORDERING.
4. AT THE START AND UPON COMPLETION OF THE PROJECT, REMOVE ALL DEBRIS, GARBAGE, CONSTRUCTION MATERIAL, BROKEN PATIO STONES, AND CAULKING / ADHESIVE FROM ALL AFFECTED SURFACES. REMOVE DEBRIS OF CURRENT/PREVIOUS RENOVATIONS AND OBJECTS/MATERIALS THAT ARE NOT REQUIRED.
5. CLEAR OUT EAVESTROUGH, DOWN SPOUTS AND ENSURE ROOF IS FREE DRAINING THROUGHOUT THE PROJECT.
6. REPLACE EXISTING EAVESTROUGH AND DOWN SPOUTS WITH NEW.
7. REMOVE AND REPLACE ALL SHEET METAL FLASHING AND TRIM INCLUDING HOOK STRIPS WHERE PRESENT ON ALL ROOF SECTIONS IN CONTRACT WITH NEW SPECIFIED SHEET METAL.



ROOF SLOPE

ROOF SLOPE

ROOF SLOPE

ROOF SLOPE

1

2

3

1

R3

1251 PALLISER TRAIL - ROOF PLAN
NOT TO SCALE



Contractor shall confirm and be responsible for all dimensions and existing conditions that may affect the scope of work.

A
C

A [detail no.]
B [location no.]
C [drawing no.]

A
B
C

Client:	TOWN OF CANMORE
Project Name:	ROOF REPLACEMENT
Address:	1251 PALLISER TRAIL, CANMORE, AB
Project No.:	A25083
Drawing Title:	ROOF PLAN
Scale:	NOT TO SCALE

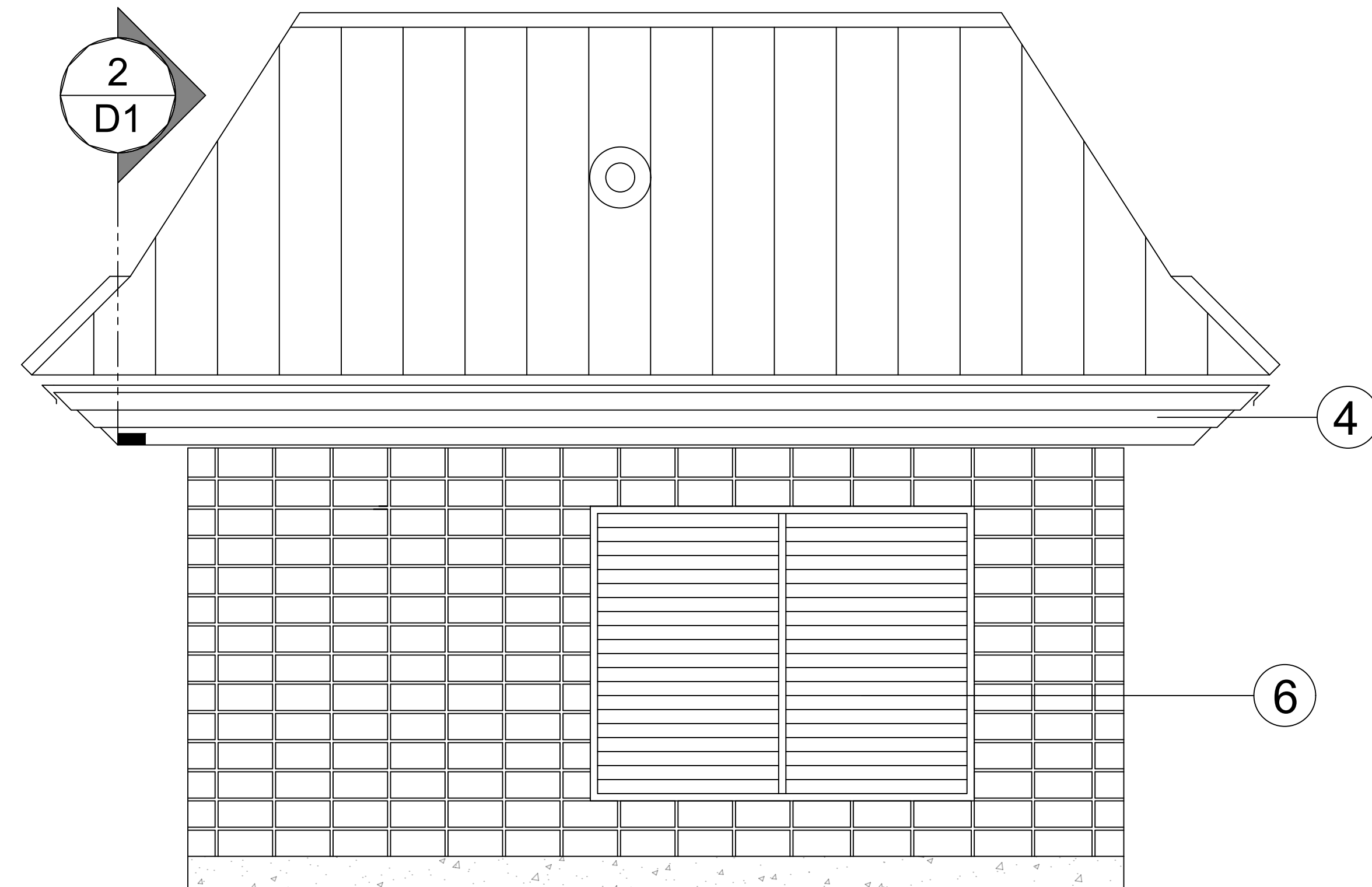
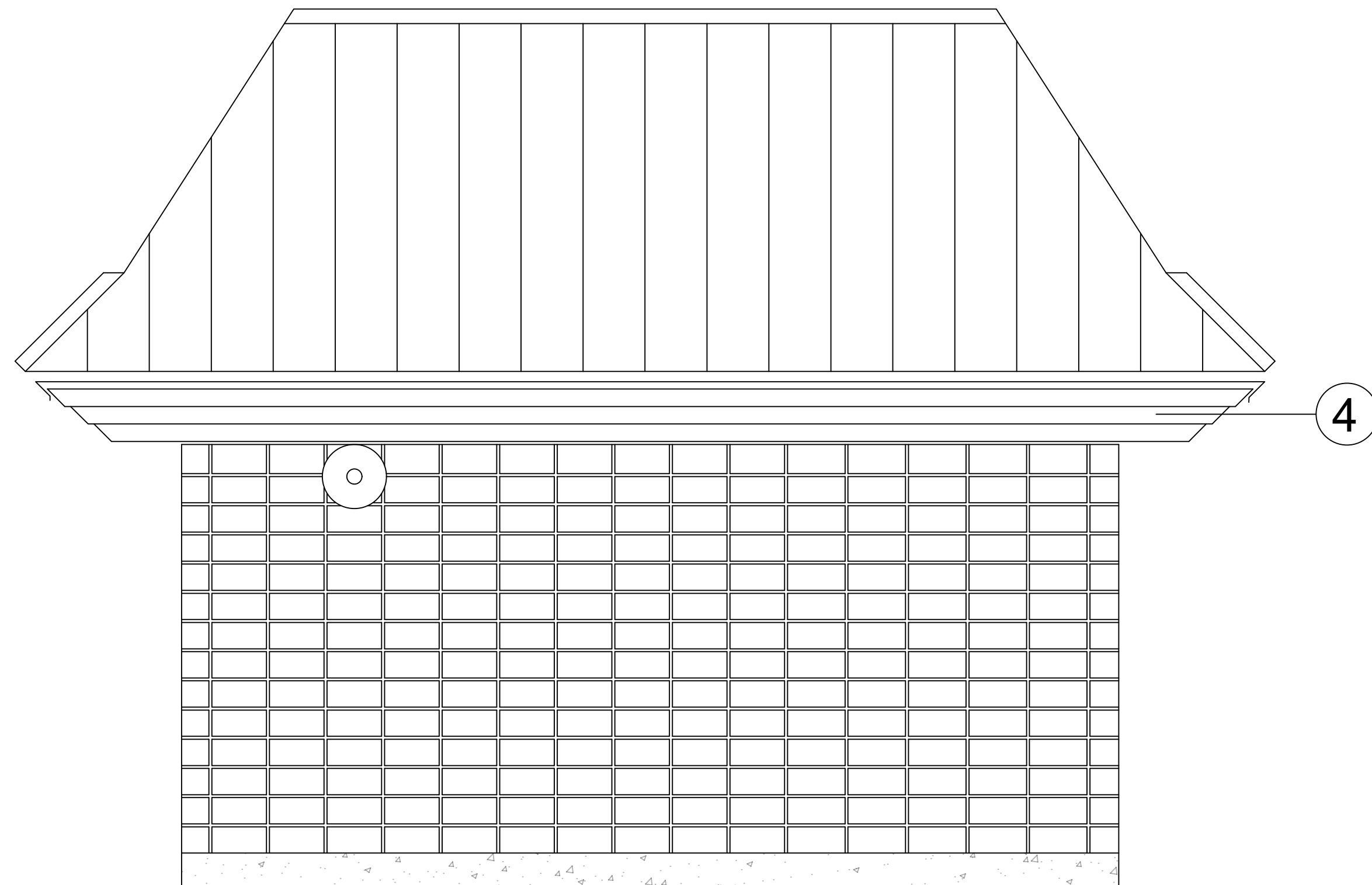
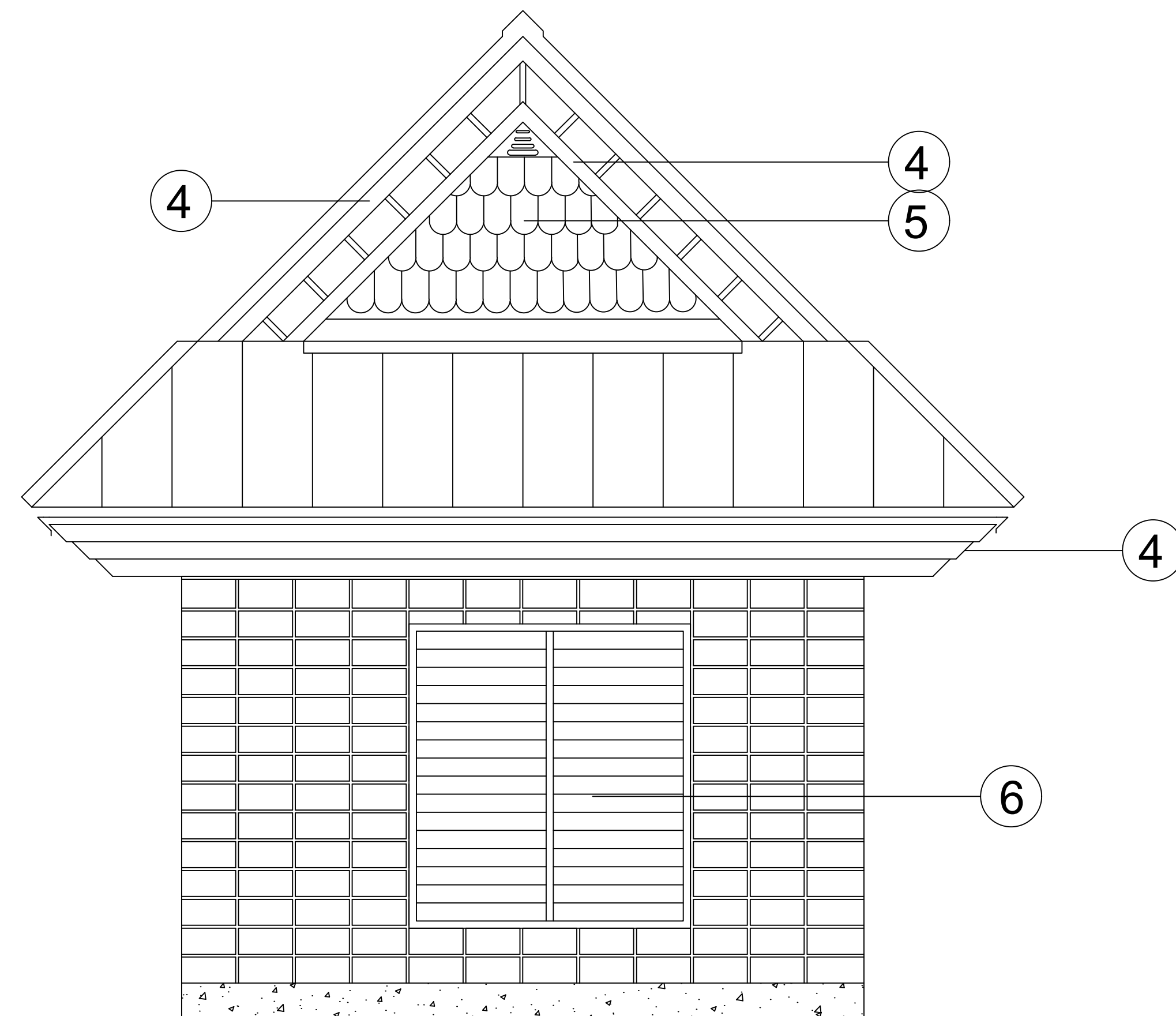
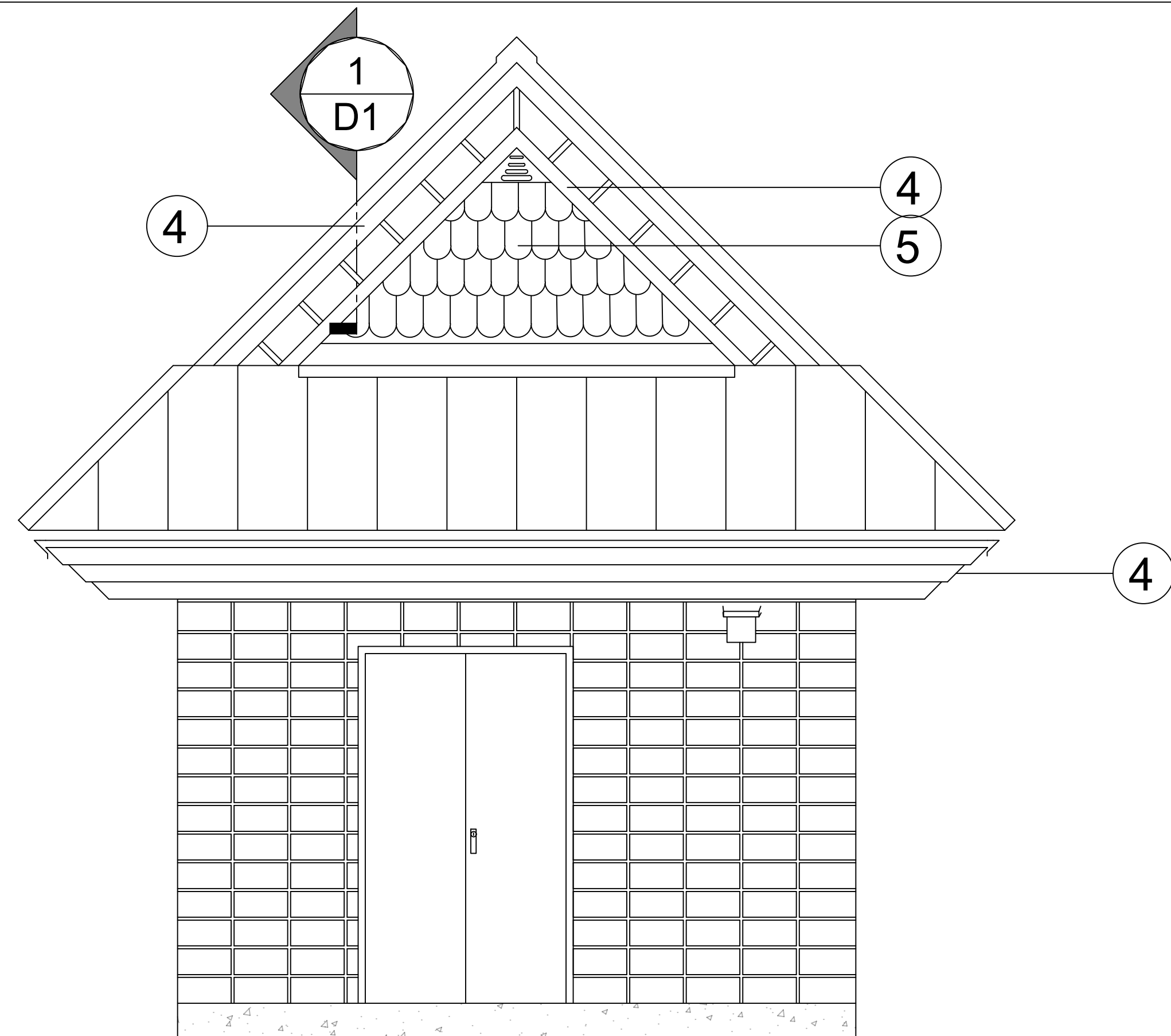
Designed By:	D.D.	Date:
Drawn By:	D.A.	Date:
DRAWING PACKAGE R1-NN		Date:
STAMPED AND APPROVED BY:		Date:



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PROJECT AND PORTFOLIO ENGINEERS
OFFICES ACROSS CANADA

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Page Number: R3



DATE	REV	ISSUE




ROOF WIND LOADS	
ROOF AREA	WIND LOAD
ROOF TYPE 1:	
End Zone Width, Z	
Corner, C	
Edge, E	
Field, F	

ROOF REPLACEMENT AREA	
ROOF AREA	

GENERAL NOTES

1. DRAWING IS NOT TO BE SCALED.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO KEEP THE BUILDING WATERTIGHT AND SECURE AT ALL TIMES.
3. CONTRACTOR IS RESPONSIBLE FOR CONFIRMING ALL SITE MEASUREMENTS & EXISTING CONDITIONS FOR ESTIMATING & MATERIAL ORDERING.
4. COVER EXISTING WOOD FASCIA WITH NEW METAL FLASHING.
5. REMOVE EXISTING WOODEN SHINGLES, CLEAN FLASHING, INSTALL NEW UNDERLAYMENT AND METAL FLASHING.
6. INSTALL THE NEW METAL MESH BEHIND THE EXISTING EXTERIOR EXHAUST VEHT.

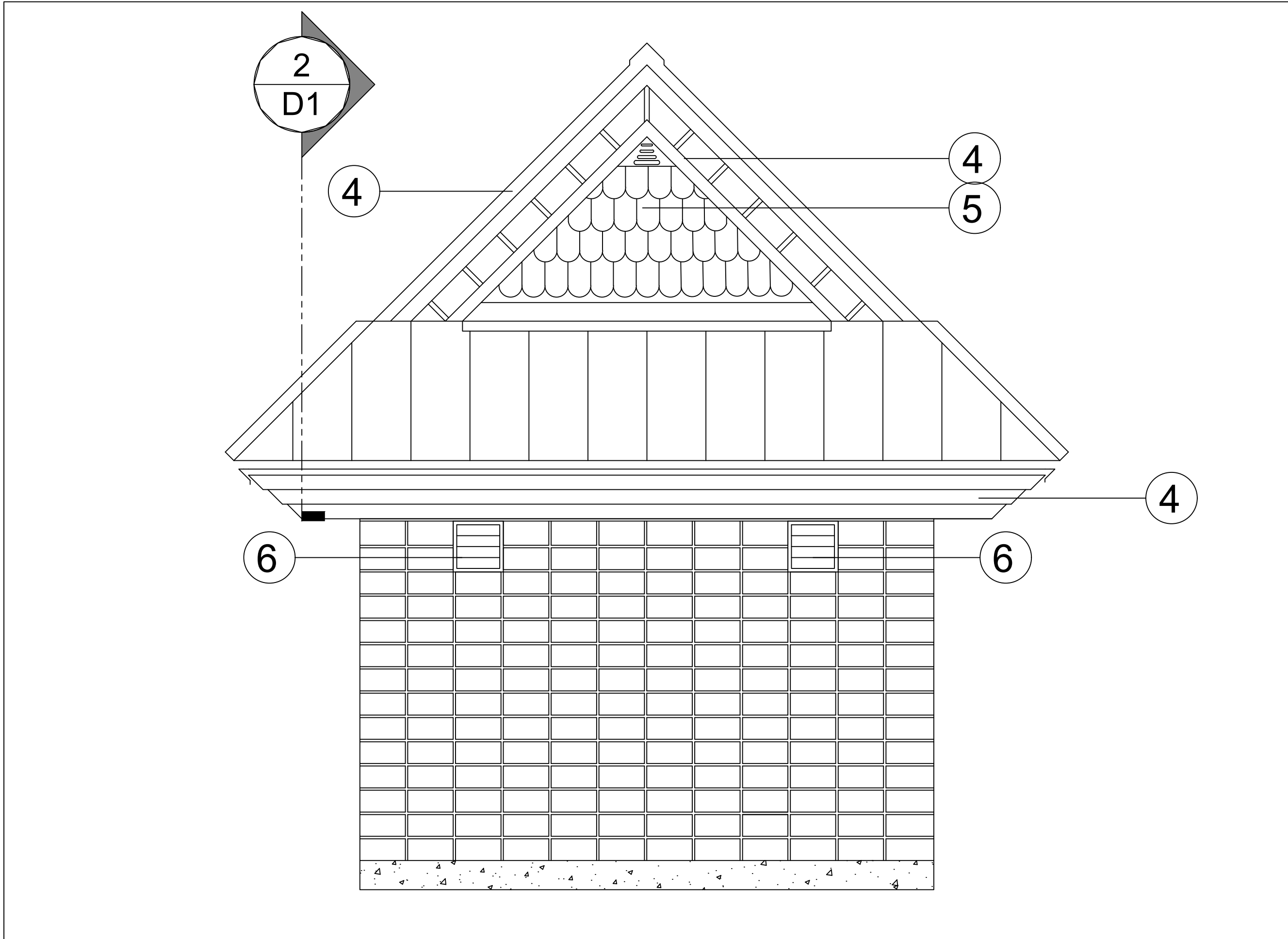
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Contractor shall confirm and be responsible for all dimensions and existing conditions that may affect the scope of work.	
	A [detail no.] B [location no.]
	

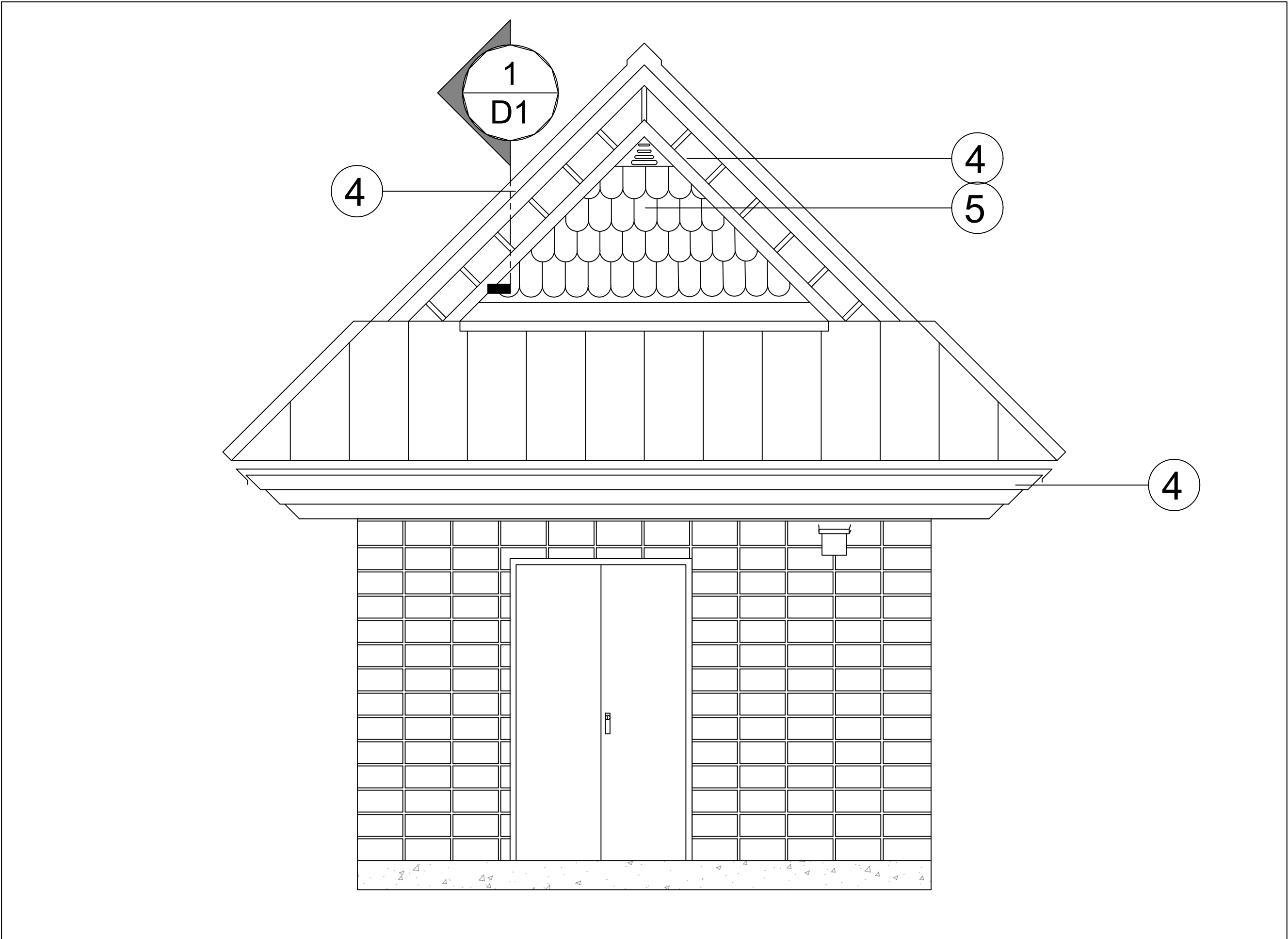
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Project Name:	UTILITY FACILITIES EXTERIOR FINISH
Address:	LIFT STATION #8 NEAR VANHORN, CANMORE, AB
Project No.:	A25083
Drawing Title:	UTILITIES BUILDING 1
Scale:	NOT TO SCALE

Designed By:	D.D.	Date:	
Drawn By:	D.A.	Date:	
DRAWING PACKAGE R1-NN STAMPED AND APPROVED BY:		Date:	

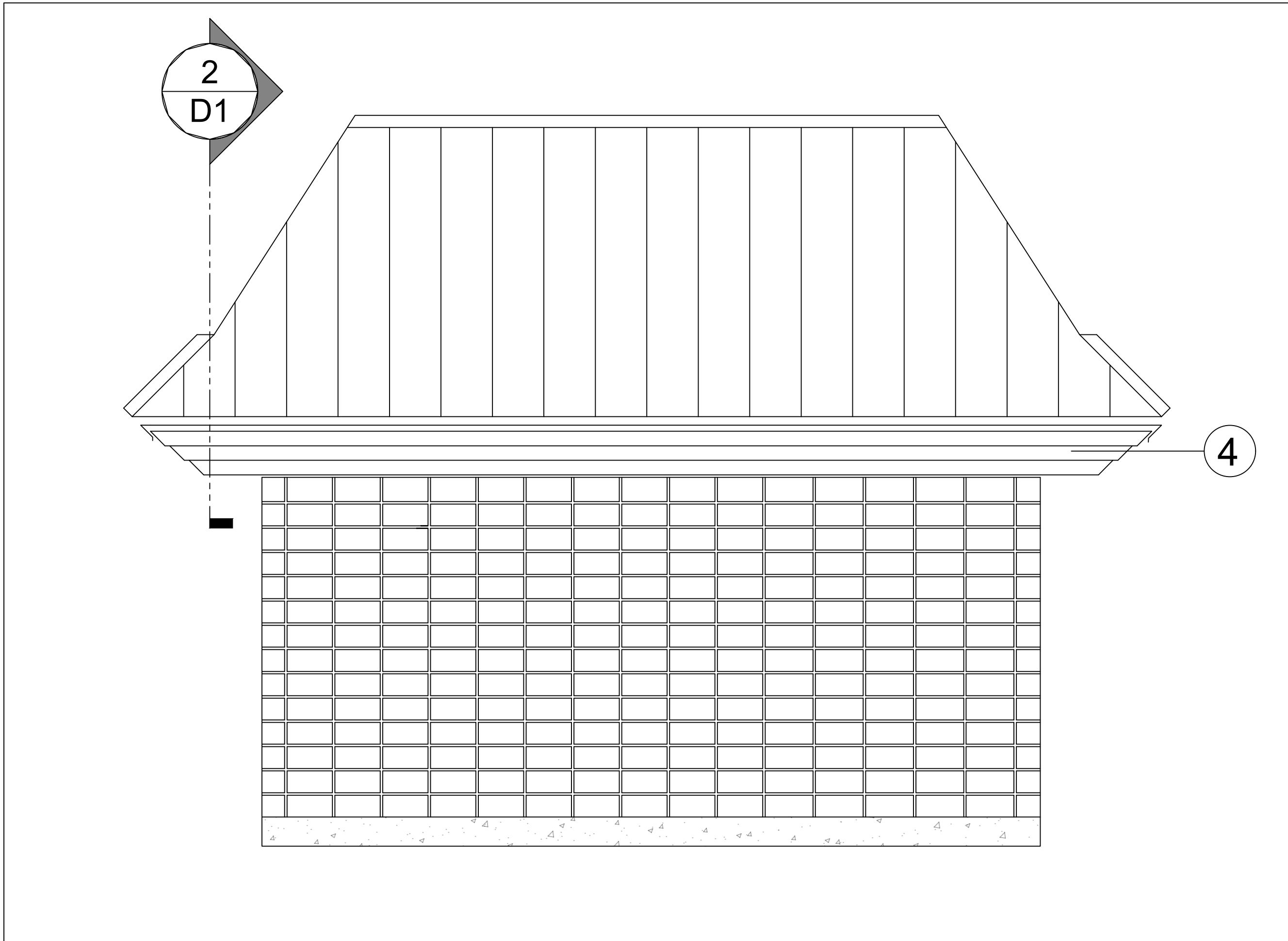
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Page Number:	UB1-1



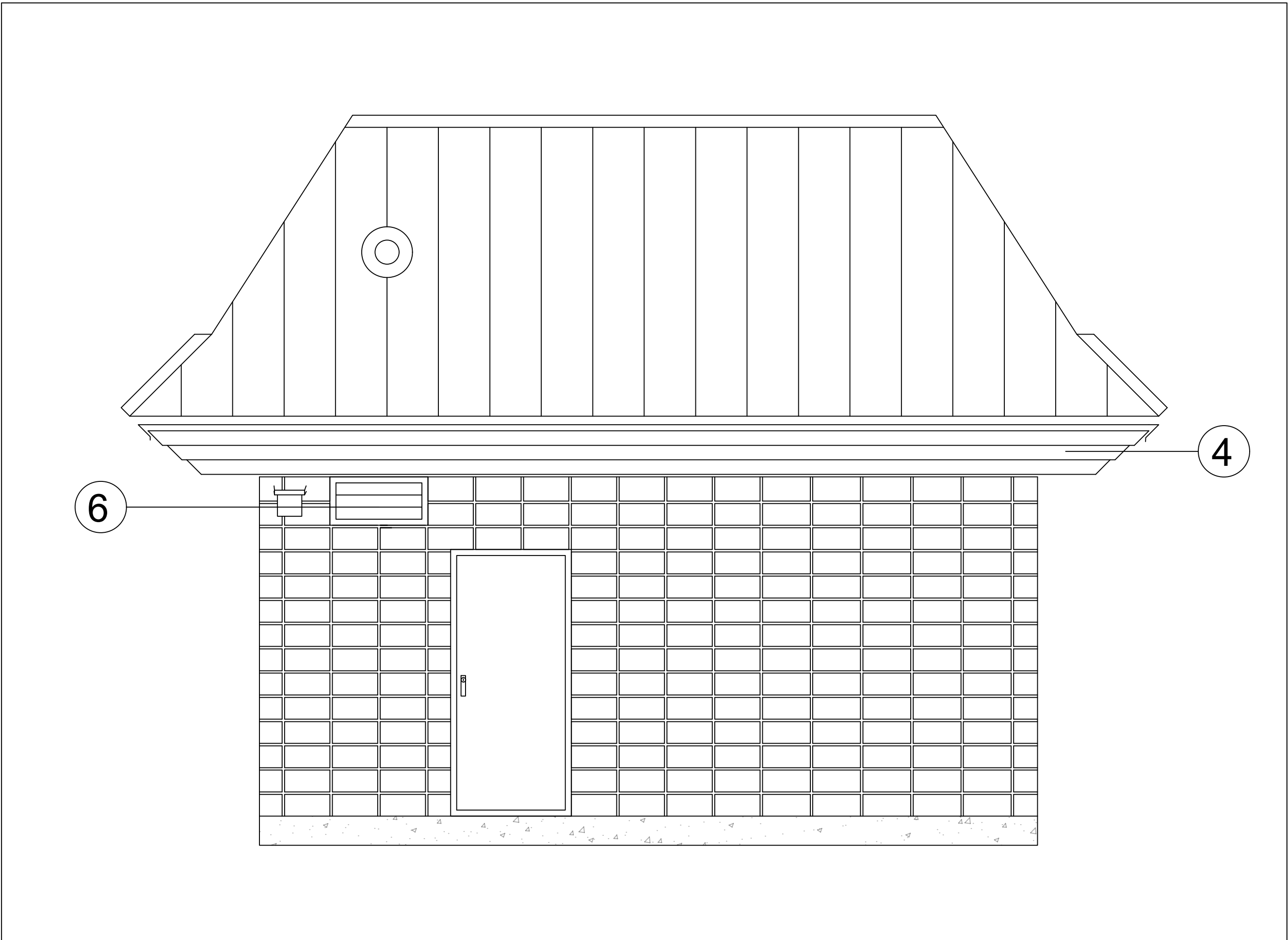
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UB1-2/ NOT TO SCALE



2 SOUTH ELEVATION
UB1-2/ NOT TO SCALE



3 WEST ELEVATION
UB1-2/ NOT TO SCALE



4 EAST ELEVATION
UB1-2/ NOT TO SCALE

DATE	REV	ISSUE

ROOF WIND LOADS	
ROOF AREA	WIND LOAD
ROOF TYPE 1:	
End Zone Width, Z	
Corner, C	
Edge, S	
End, R	

ROOF REPLACEMENT AREA	
ROOF AREA	

GENERAL NOTES

- DRAWING IS NOT TO BE SCALED.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO KEEP THE BUILDING WATERTIGHT AND SECURE AT ALL TIMES.
- CONTRACTOR IS RESPONSIBLE FOR CONFIRMING ALL SITE MEASUREMENTS & EXISTING CONDITIONS FOR ESTIMATING & MATERIAL ORDERING.
- COVER EXISTING WOOD FASCIA WITH NEW METAL FLASHING.
- REMOVE EXISTING WOODEN SHINGLES, CLEAN SURFACE, INSTALL NEW UNDERLAYMENT AND METAL FLASHING.
- REPLACE THE EXISTING EXTERIOR EXHAUST VENT WITH NEW EMBER-RESISTANT RATED VENTS WITH APPLICABLE FIRE SAFETY STANDARDS.

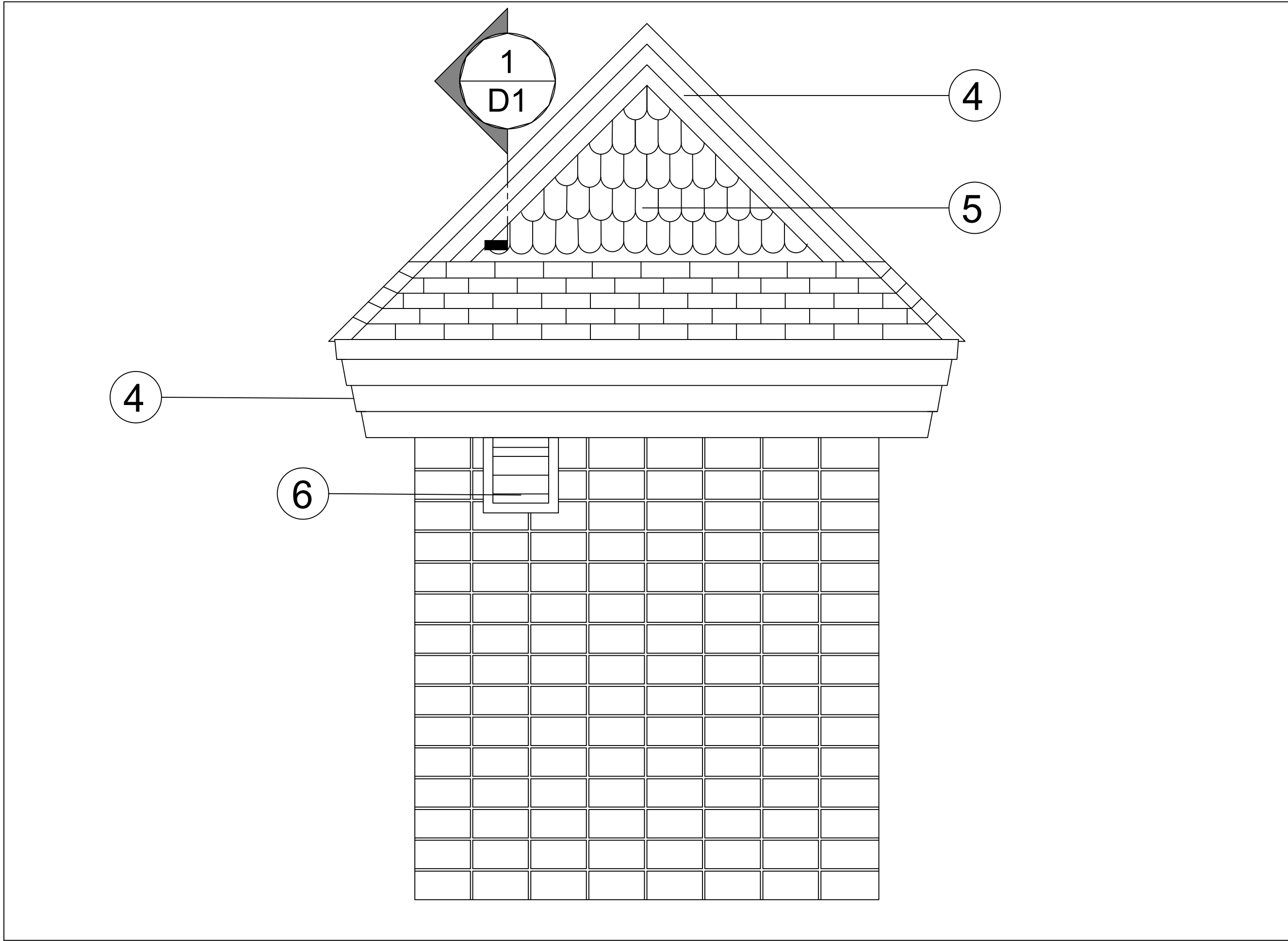


Town of
CANMORE

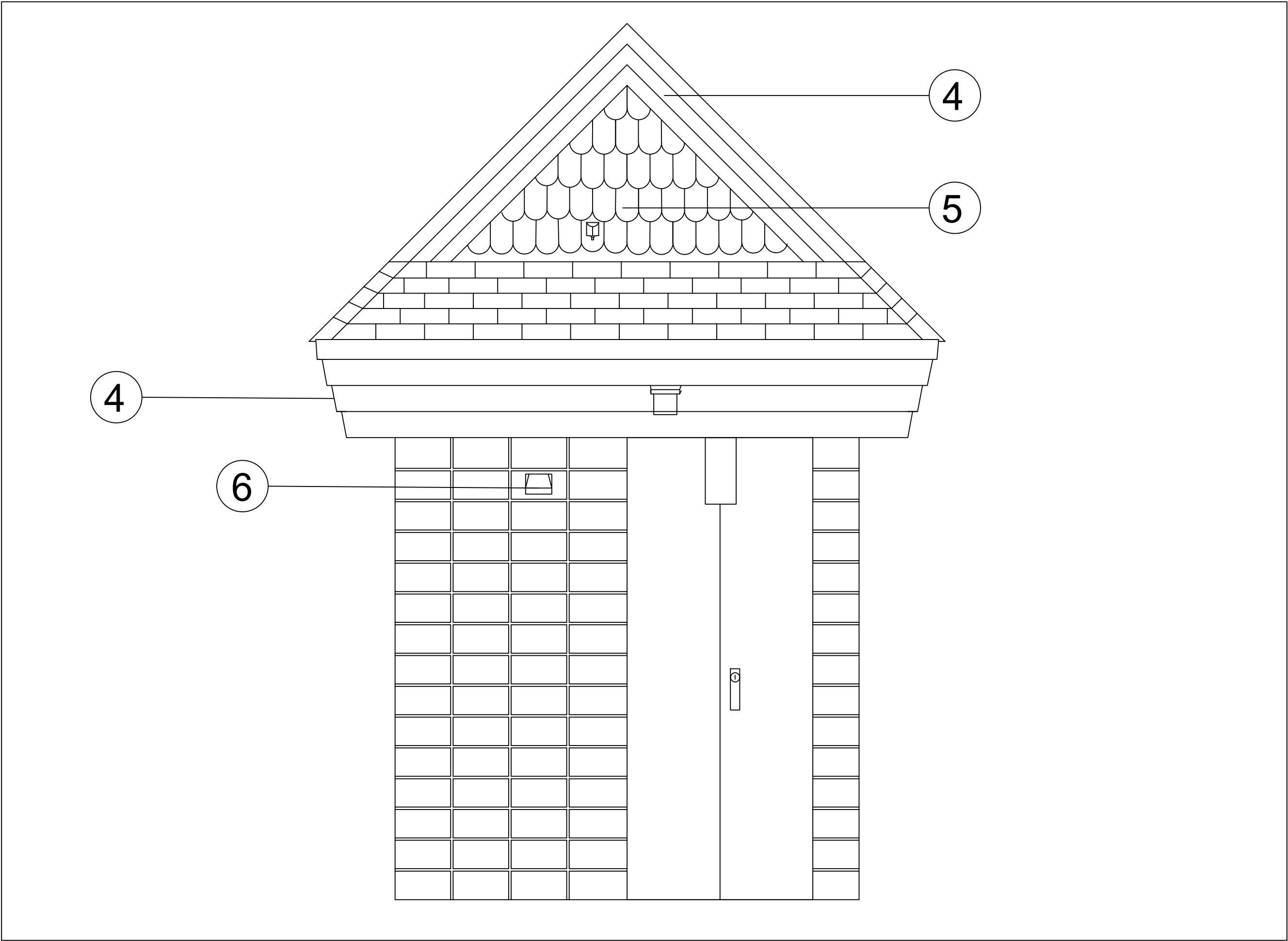
Contractor shall confirm and be responsible for all dimensions and existing conditions that may affect the scope of work.

A	A [detail no.]	A
B <td>B [location no.]<td>B</td></td>	B [location no.] <td>B</td>	B
C <td>C [drawing no.]<td>C</td></td>	C [drawing no.] <td>C</td>	C

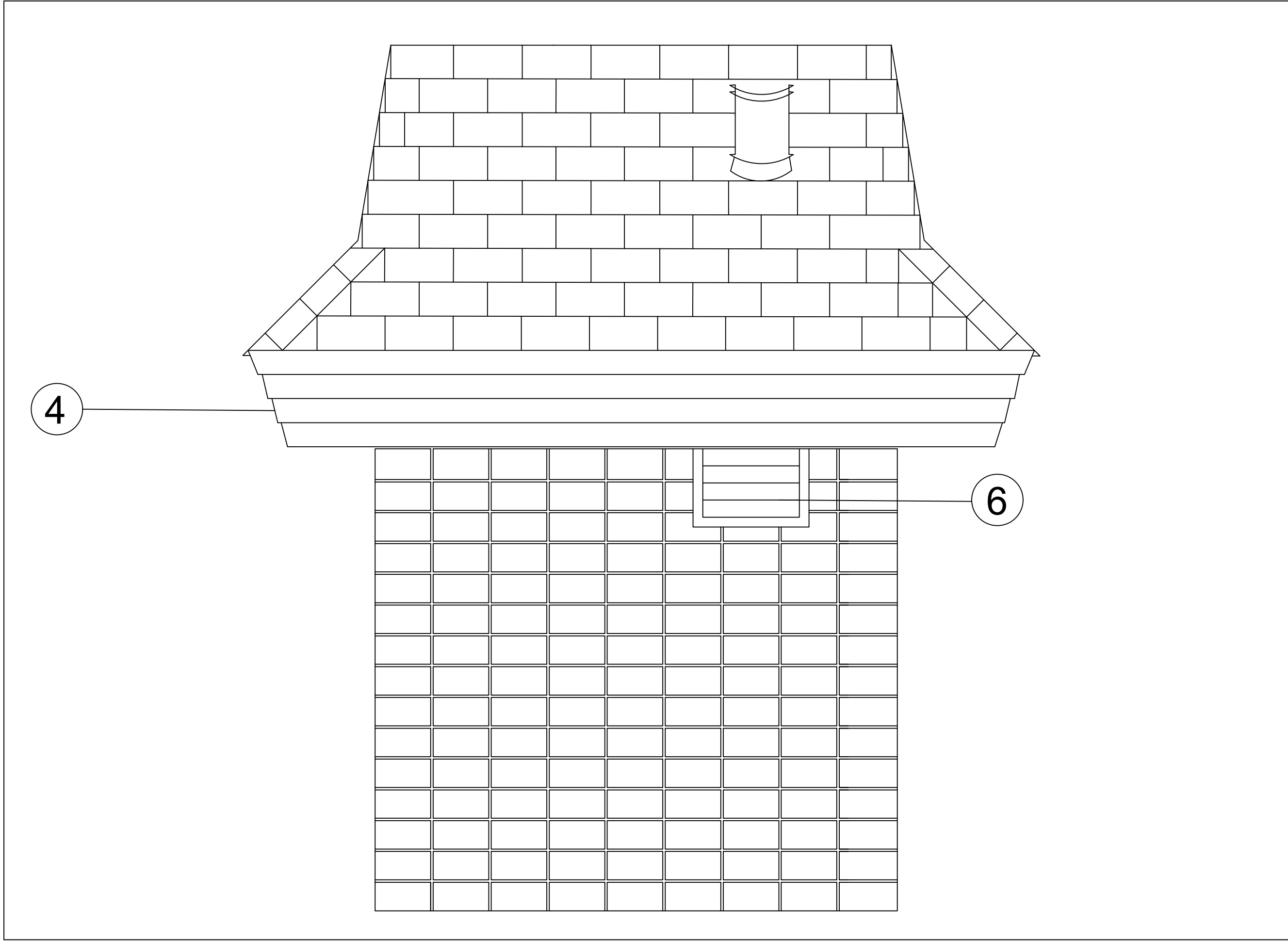
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Project Name:	UTILITY FACILITIES EXTERIOR FINISH	
Address:	LIFT STATION #8 NEAR VANHORN, CANMORE, AB	
Project No.:	A25083	
Drawing Title:	UTILITIES BUILDING 2	
Scale:	NOT TO SCALE	
Designed By:	D.D.	Date:
Drawn By:	D.A.	Date:
DRAWING PACKAGE R1-MIN		
STAMPED AND APPROVED BY:		
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PROJECT AND PORTFOLIO ENGINEERS		
OFFICES ACROSS CANADA		
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Page Number:	UB1-2	



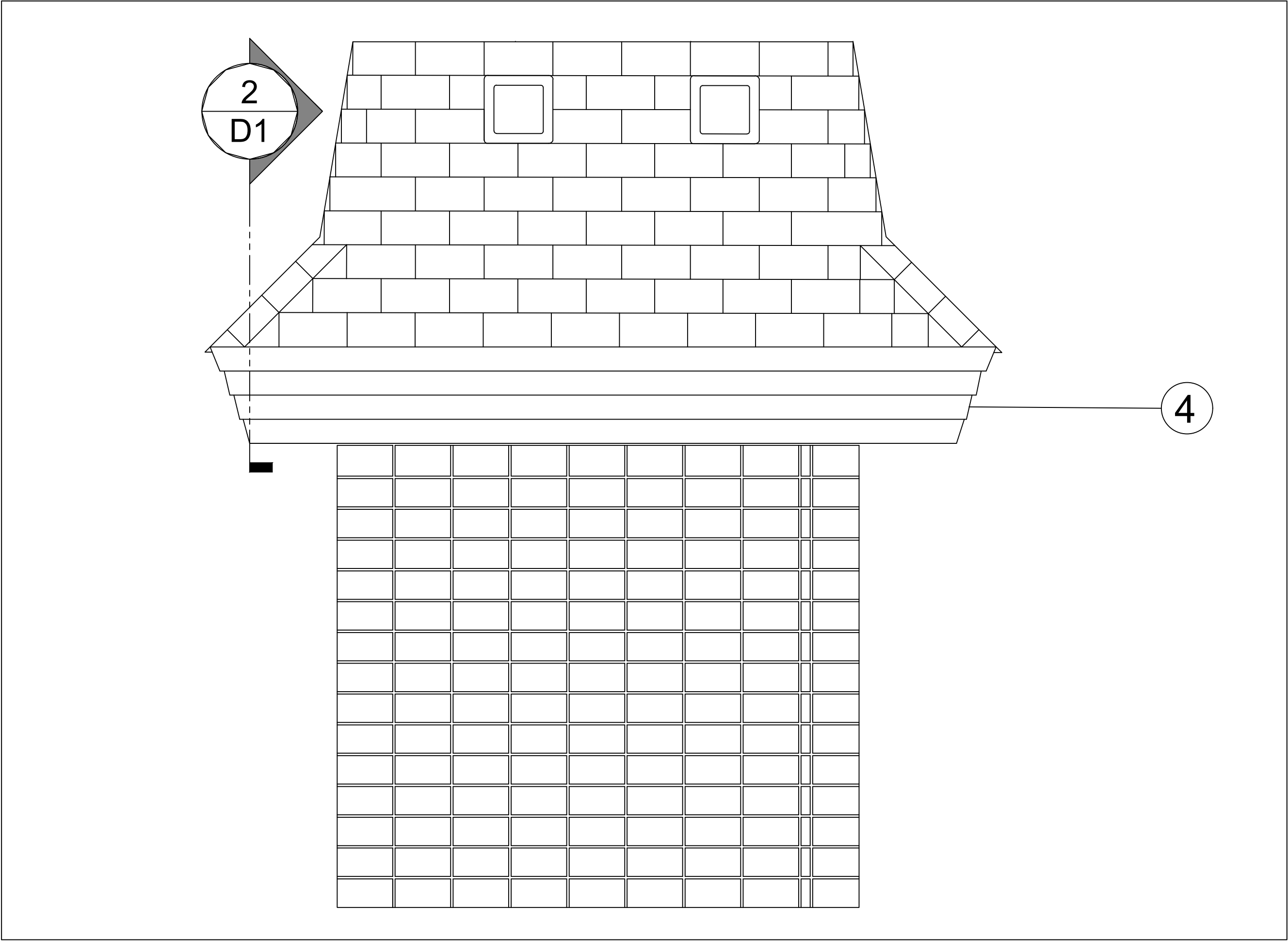
1 NORTH ELEVATION
UB2-1 NOT TO SCALE



2 SOUTH ELEVATION
UB2-1 NOT TO SCALE



3 WEST ELEVATION
UB2-1 NOT TO SCALE



4 EAST ELEVATION
UB2-1 NOT TO SCALE

DATE	REV	ISSUE

ROOF WIND LOADS	
ROOF AREA	WIND LOAD
ROOF TYPE 1:	
End Zone Width, Z	
Corner, C	
Edge, S	
End, R	

ROOF REPLACEMENT AREA	
ROOF AREA	

GENERAL NOTES

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- CONTRACTOR IS RESPONSIBLE FOR CONFIRMING ALL SITE MEASUREMENTS & EXISTING CONDITIONS FOR ESTIMATING & MATERIAL ORDERING.
- COVER EXISTING WOOD FASCIA WITH NEW METAL FLASHING.
- REMOVE EXISTING WOODEN SHINGLES, CLEAN SURFACE, INSTALL NEW UNDERLAYMENT AND METAL FLASHING.
- REPLACE THE EXISTING EXTERIOR EXHAUST VENT WITH NEW EMBER-RESISTANT RATED VENTS WITH APPLICABLE FIRE SAFETY STANDARDS.



Town of
CANMORE

Contractor shall confirm and be responsible for all dimensions and existing conditions that may affect the scope of work.

A	A [detail no.]	A
B	B [location no.]	B
C	C [drawing no.]	C

Client:	TOWN OF CANMORE	
Project Name:	UTILITY FACILITIES EXTERIOR FINISH	
Address:	100 CROSS BOW LANE, CANMORE, AB	
Project No.:	A25083	
Drawing Title:	UTILITIES BUILDING 1	
Scale:	NOT TO SCALE	
Designed By:	D.D.	Date:
Drawn By:	D.A.	Date:
DRAWING PACKAGE R1-NIN		
STAMPED AND APPROVED BY:		

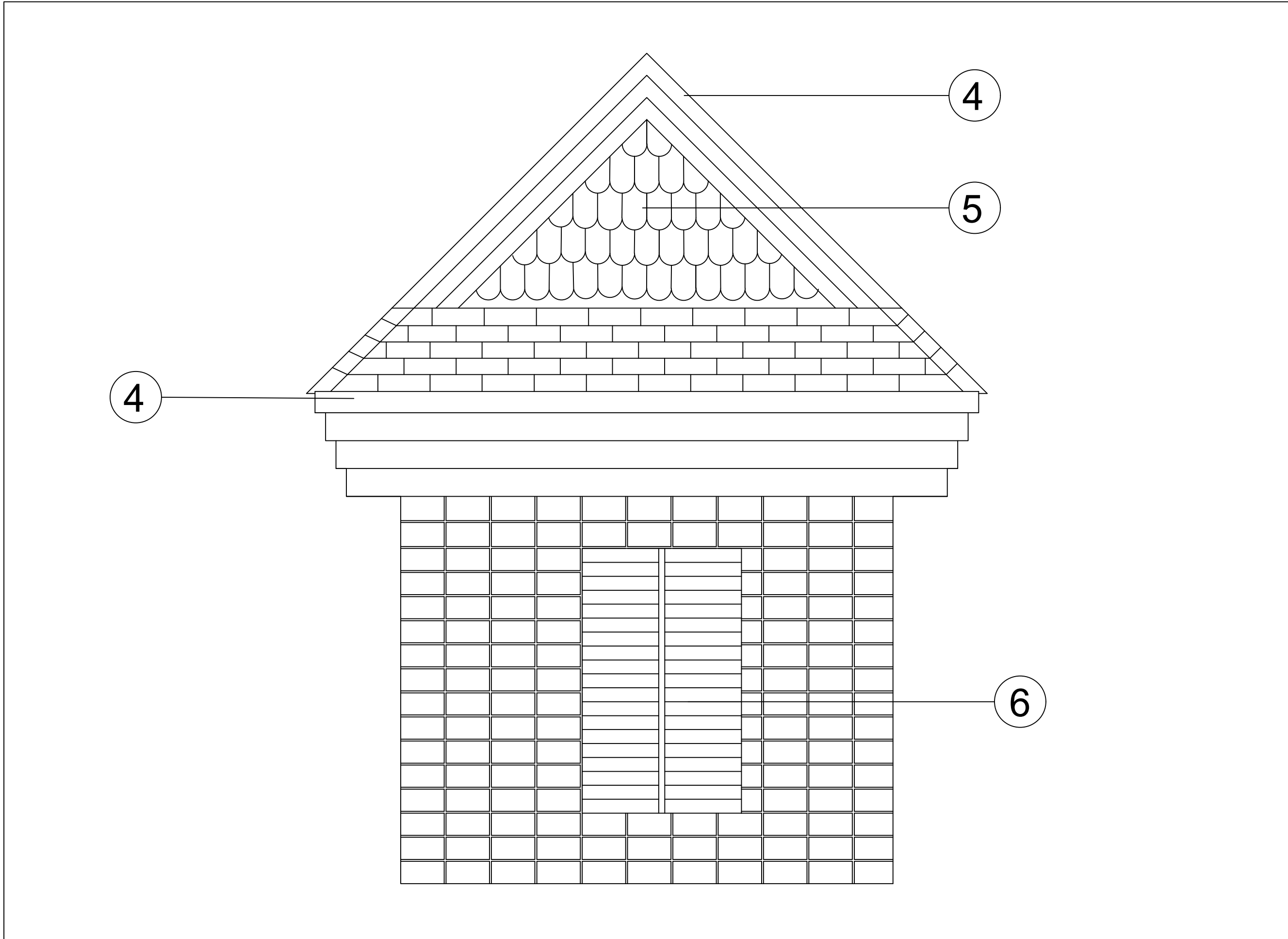
www.btcgroup.ca

PROJECT AND PORTFOLIO ENGINEERS

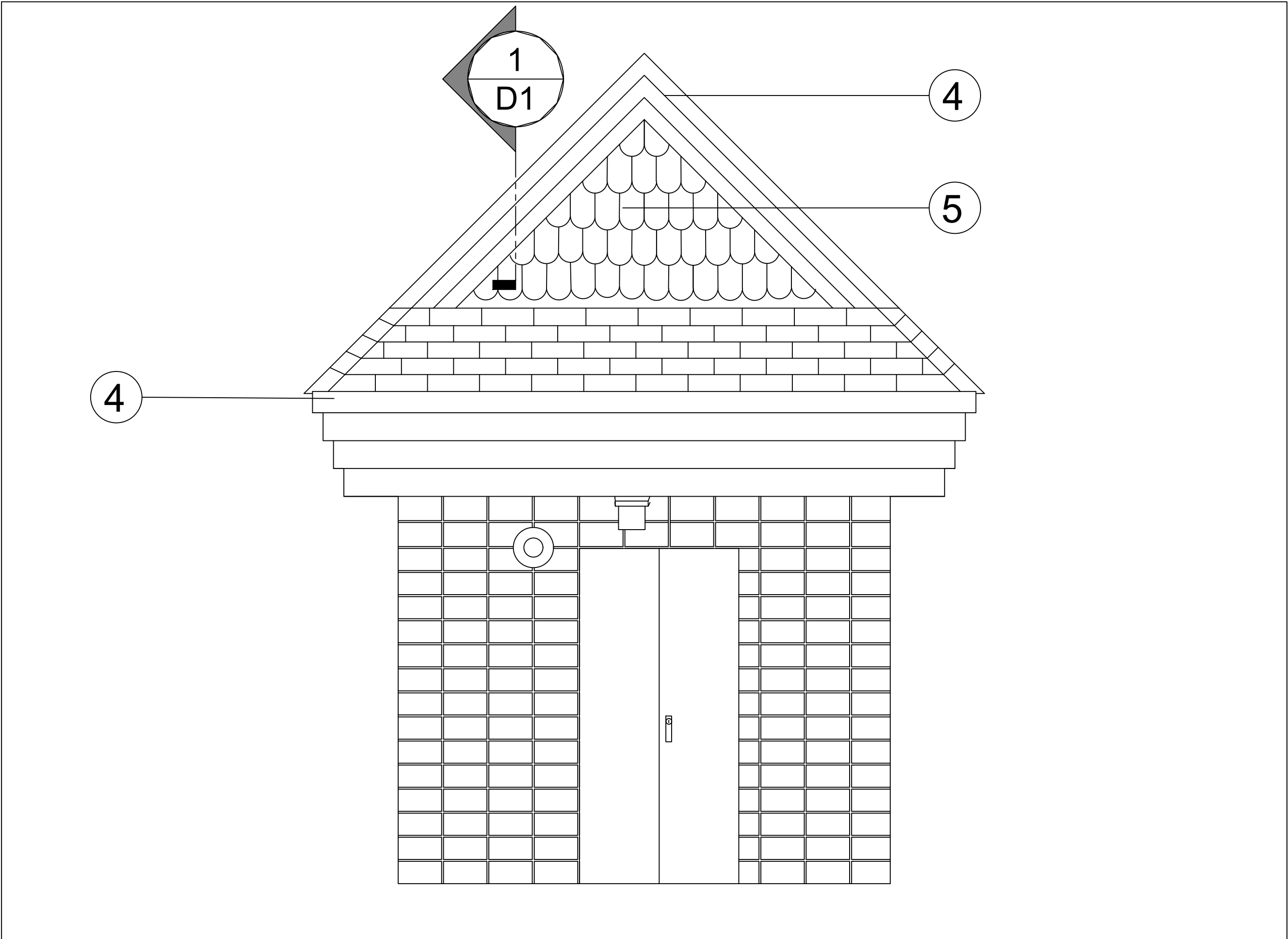
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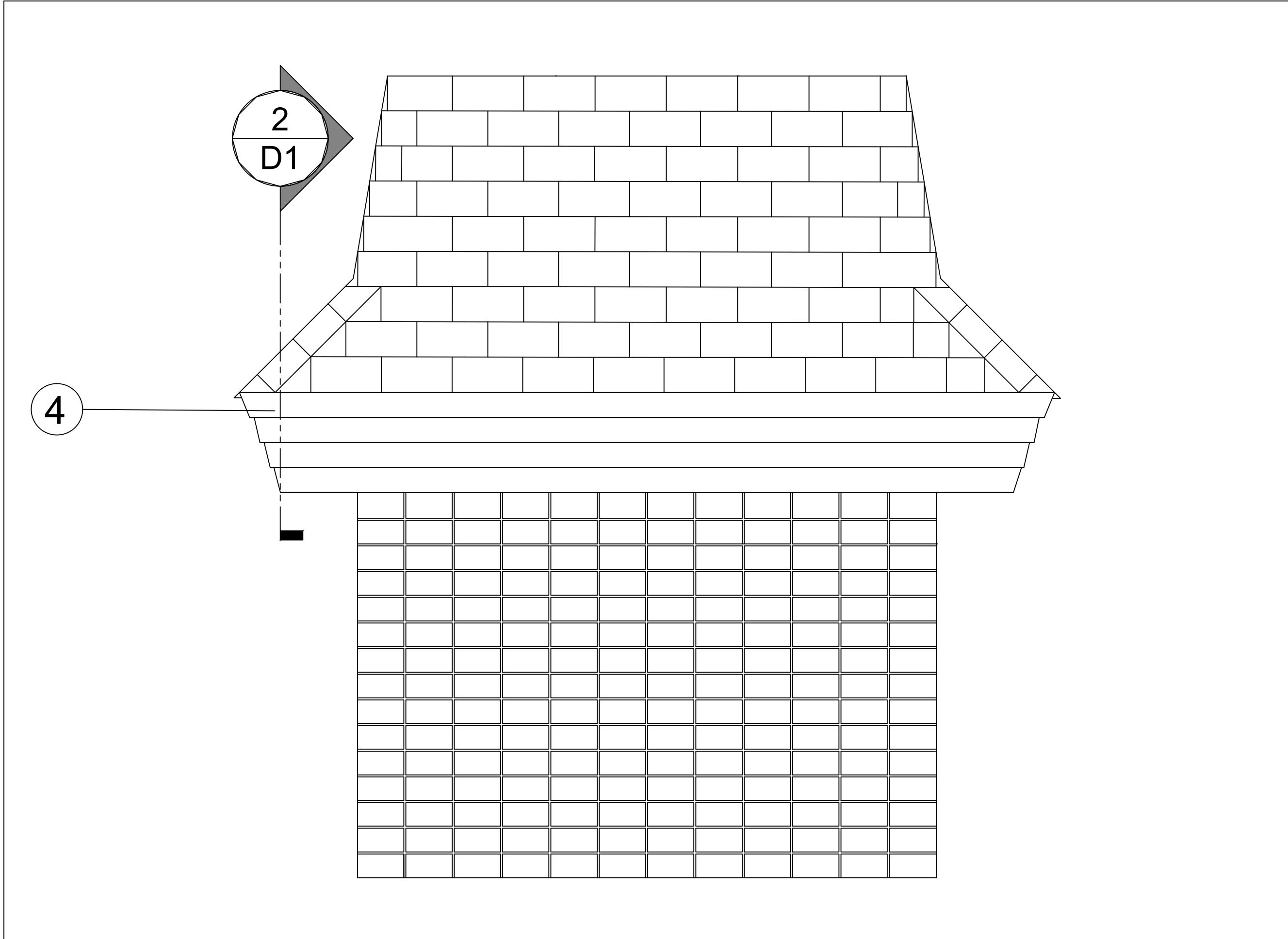
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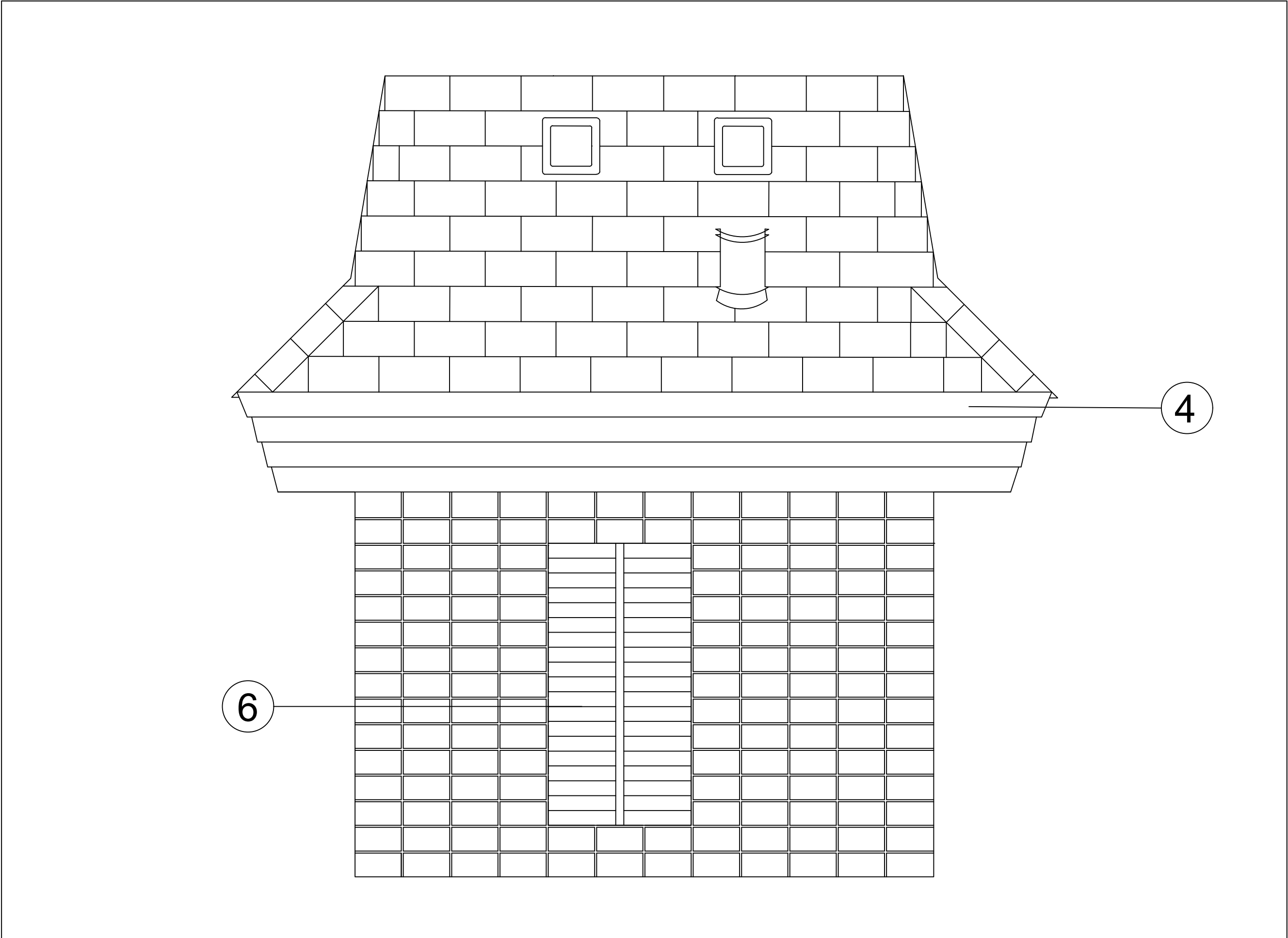
1 NORTH ELEVATION
UB2-2/
NOT TO SCALE



2 SOUTH ELEVATION
UB2-2/
NOT TO SCALE



3 WEST ELEVATION
UB2-2/
NOT TO SCALE



4 EAST ELEVATION
UB2-2/
NOT TO SCALE

DATE	REV	ISSUE

ROOF WIND LOADS	
ROOF AREA	WIND LOAD
ROOF TYPE 1:	
End Zone Width, Z	
Corner, C	
Edge, S	
End, R	

ROOF REPLACEMENT AREA	
ROOF AREA	

GENERAL NOTES

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- COVER EXISTING WOOD FASCIA WITH NEW METAL FLASHING.
- REMOVE EXISTING WOODEN SHINGLES, CLEAN SURFACE, INSTALL NEW UNDERLAYMENT AND METAL FLASHING.
- INSTALL THE NEW METAL MESH BEHIND THE EXISTING EXTERIOR EXHAUST VENT.



Town of
CANMORE

Contractor shall confirm and be responsible for all dimensions and existing conditions that may affect the scope of work.

A	A [detail no.]	A
B	B [location no.]	B
C	C [drawing no.]	C

Client:	TOWN OF CANMORE	
Project Name:	UTILITY FACILITIES EXTERIOR FINISH	
Address:	100 CROSS BOW LANE, CANMORE, AB	
Project No.:	A25083	
Drawing Title:	UTILITIES BUILDING 2	
Scale:	NOT TO SCALE	
Designed By:	D.D.	Date:
Drawn By:	D.A.	Date:
DRAWING PACKAGE R1-MIN		
STAMPED AND APPROVED BY:		

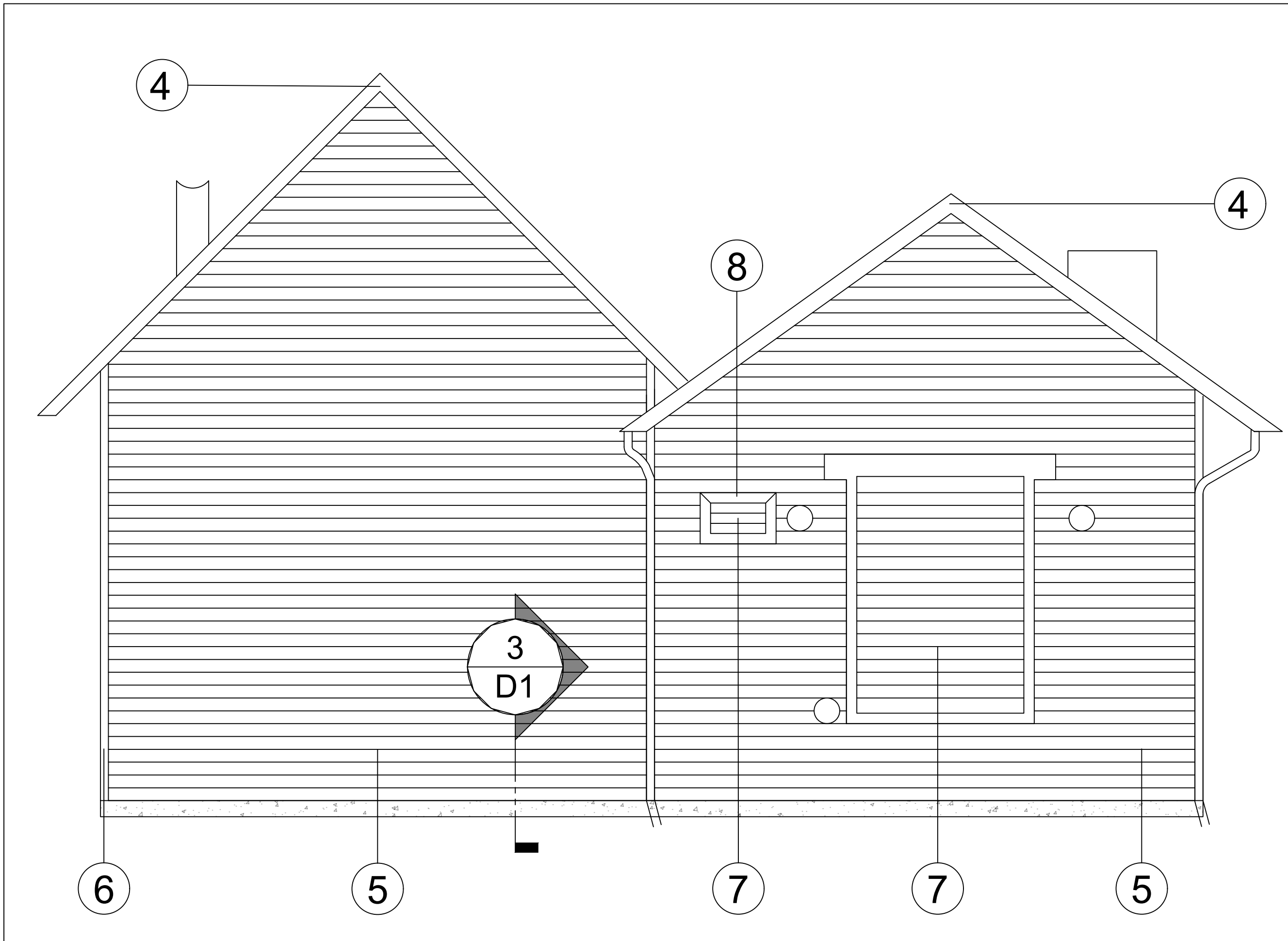
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PROJECT AND PORTFOLIO ENGINEERS

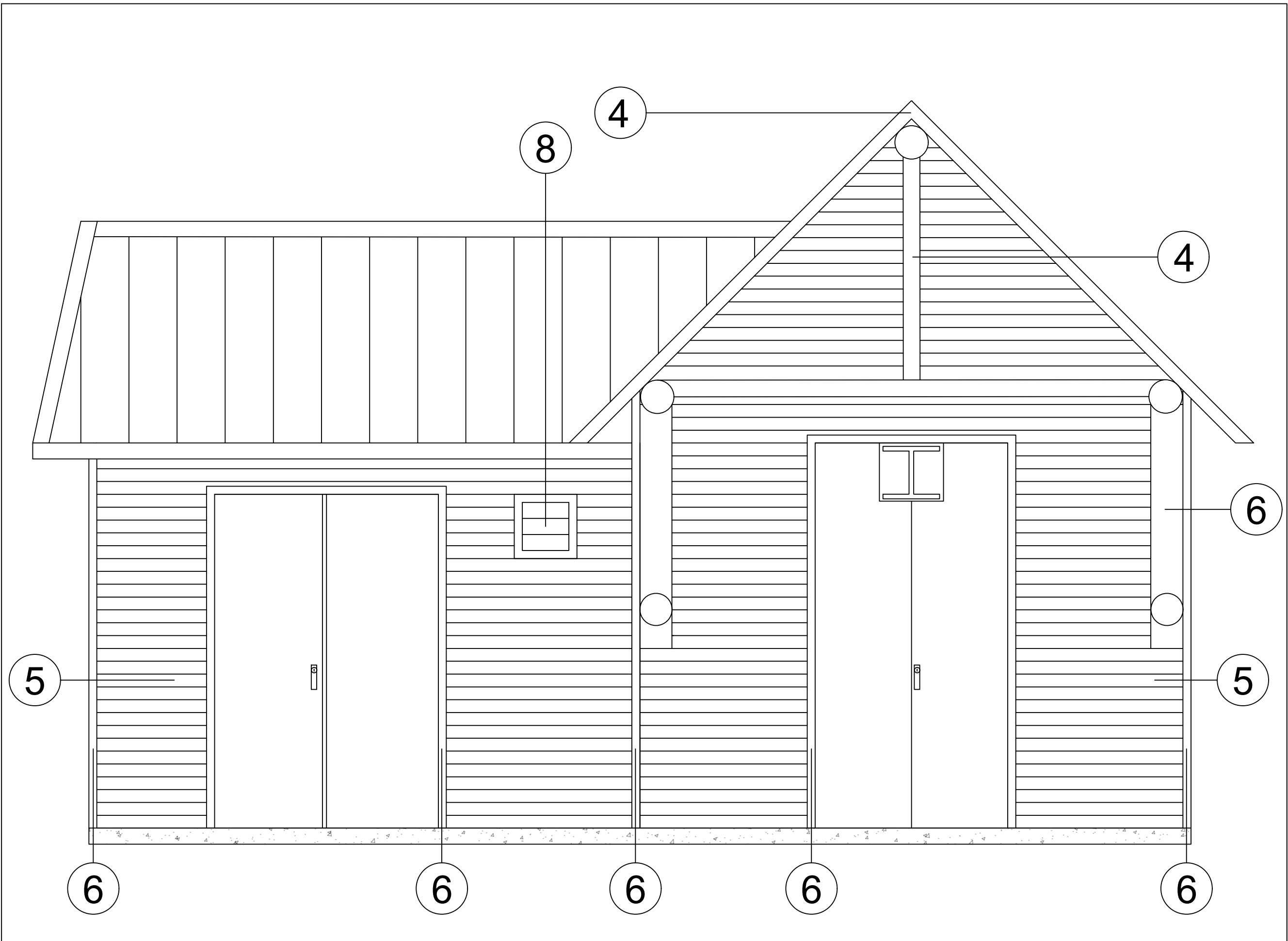
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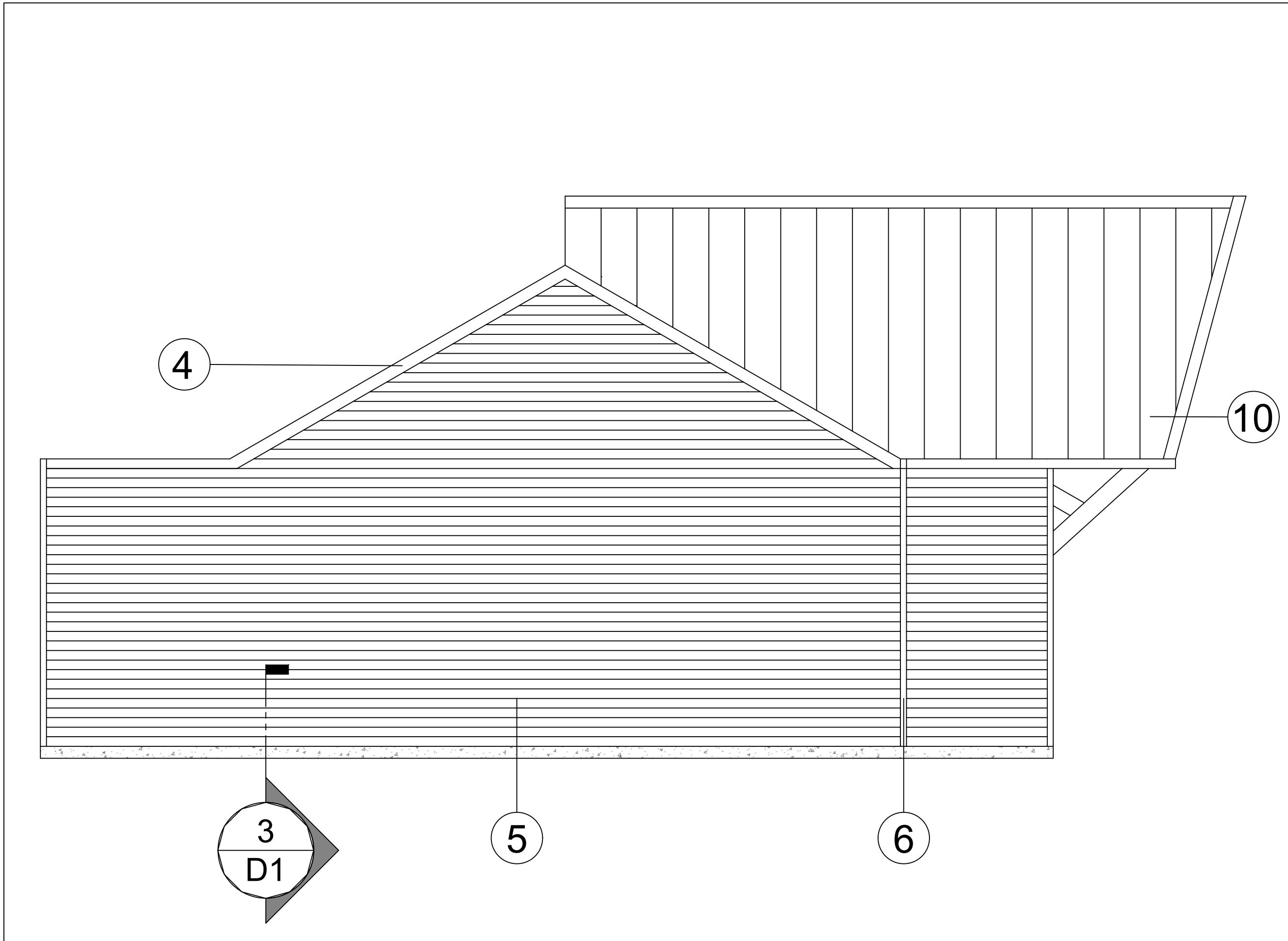
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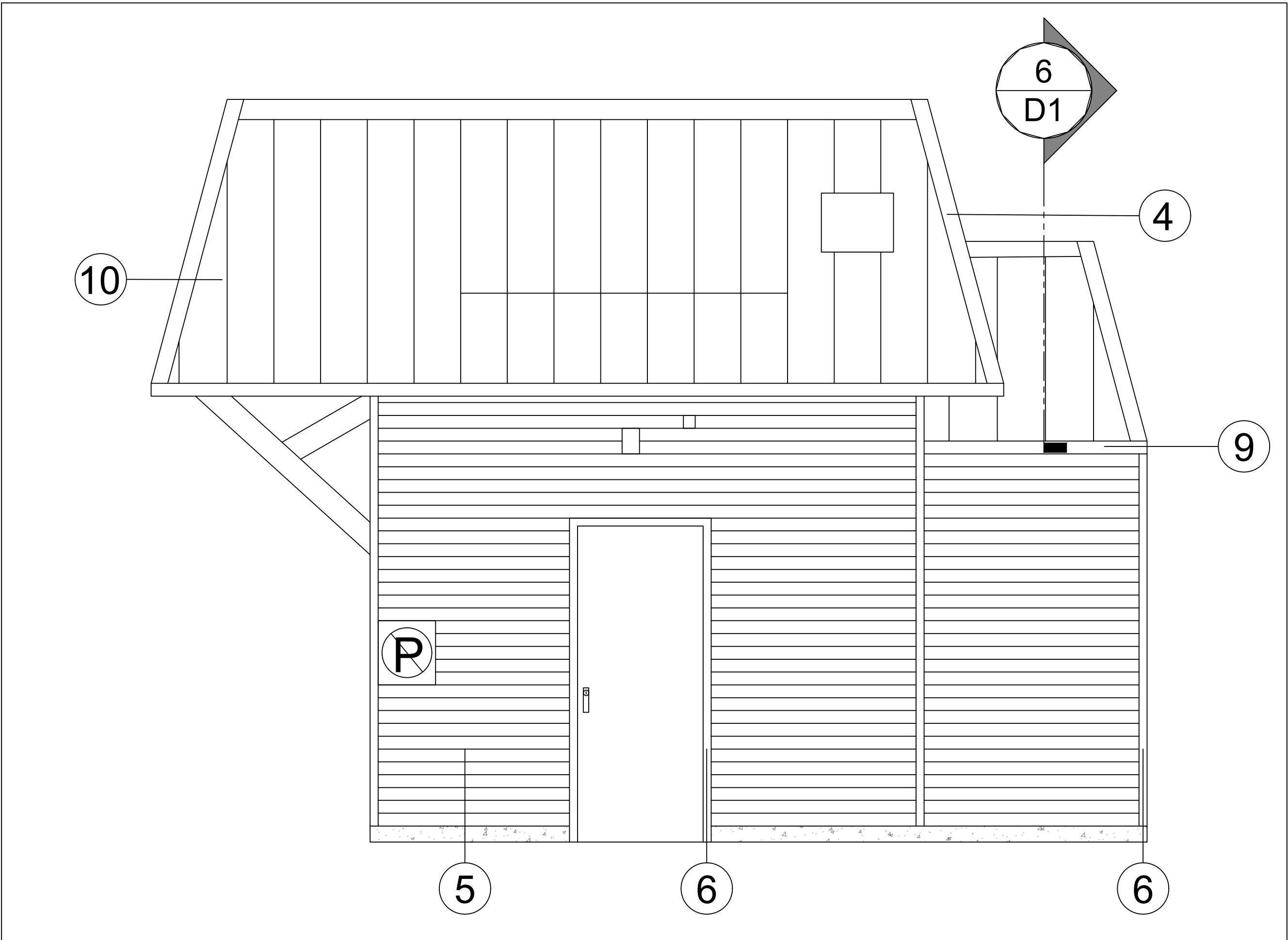
1 NORTH ELEVATION
UB4-1 NOT TO SCALE



2 SOUTH ELEVATION
UB4-1 NOT TO SCALE



3 WEST ELEVATION
UB4-1 NOT TO SCALE



4 EAST ELEVATION
UB4-1 NOT TO SCALE

DATE	REV	ISSUE

ROOF WIND LOADS	
ROOF AREA	WIND LOAD
ROOF TYPE 1:	
End Zone Width, Z	
Corner, C	
Edge, S	
End, R	

ROOF REPLACEMENT AREA	
ROOF AREA	

GENERAL NOTES

- DRAWING IS NOT TO BE SCALED.
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- COVER EXISTING WOOD FASCIA, LOGS WITH NEW METAL FLASHING.
- CHANGE THE EXISTING WOODEN SIDING WITH NEW HARDIE PLANK WEATHERBOARD.
- REPLACE THE EXISTING CORNER, DOOR AND WINDOW TRIM WITH NEW LP-SMART SIDE.
- INSTALL THE NEW METAL MASH BEHIND THE EXISTING EXTERIOR EXHAUST VENT.
- REPLACE THE EXISTING EXTERIOR EXHAUST VENT WITH NEW EMER-RESISTANT RATED VENTS WITH APPLICABLE FIRE SAFETY STANDARDS.
- REPLACE THE EXISTING DAMAGE GUTTER WITH NEW.
- INSTALL NEW NON VENTED SOFFIT ON UNDER SIDE OF ROOF EXPOSED WOOD COMPONENTS.



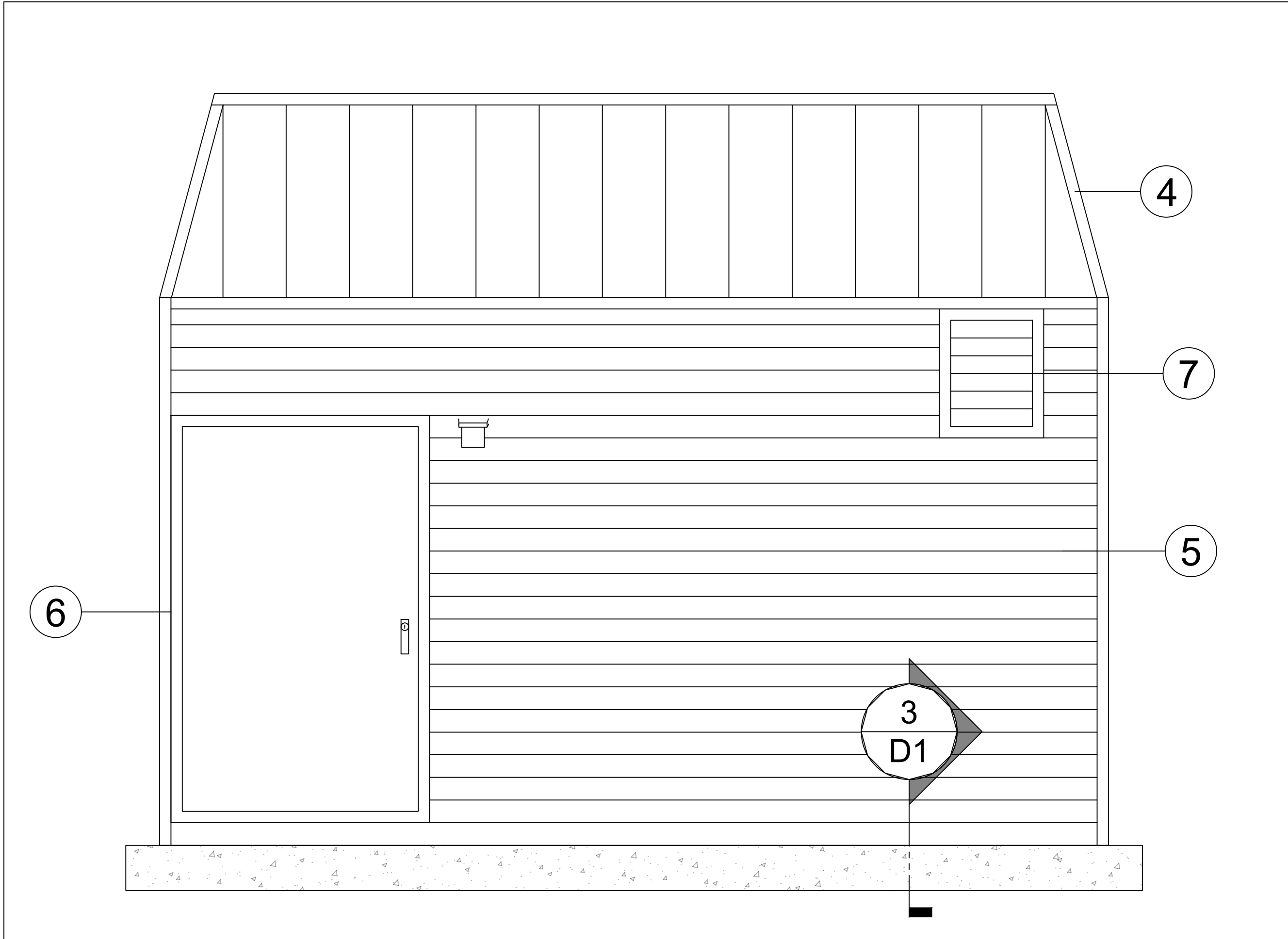
Town of
CANMORE

Contractor shall confirm and be responsible for all dimensions and existing conditions that may affect the scope of work.

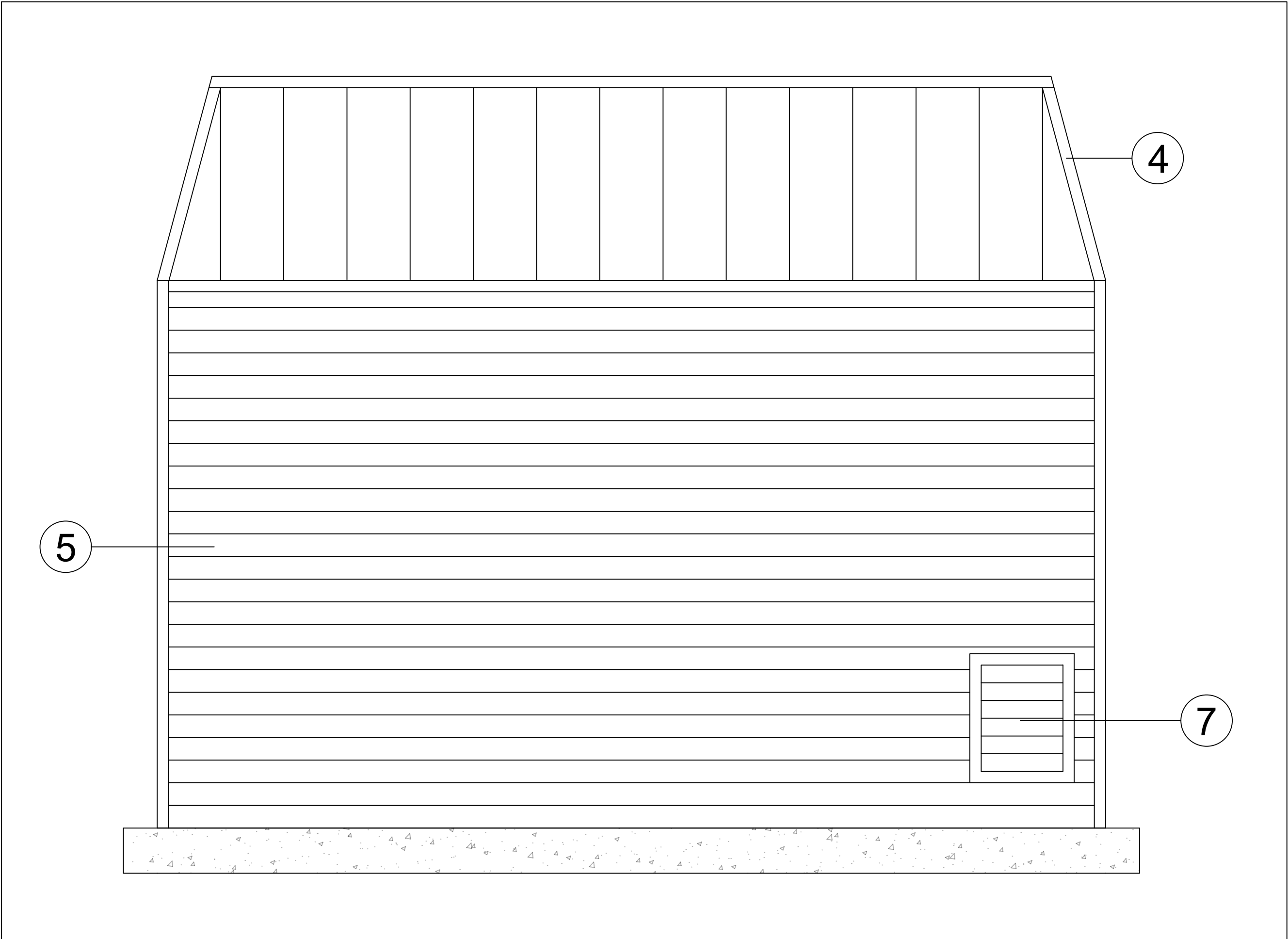
A	A [detail no.]	A
B	B [location no.]	B
C	C [drawing no.]	C

Client:	TOWN OF CANMORE	
Project Name:	UTILITY FACILITIES EXTERIOR FINISH	
Address:	602 4TH STREET, CANMORE, AB	
Project No.:	A25083	
Drawing Title:	UTILITIES BUILDING 1	
Scale:	NOT TO SCALE	
Designed By:	D.D.	Date:
Drawn By:	D.A.	Date:
DRAWING PACKAGE R1-N1-N1 STAMPED AND APPROVED BY:		

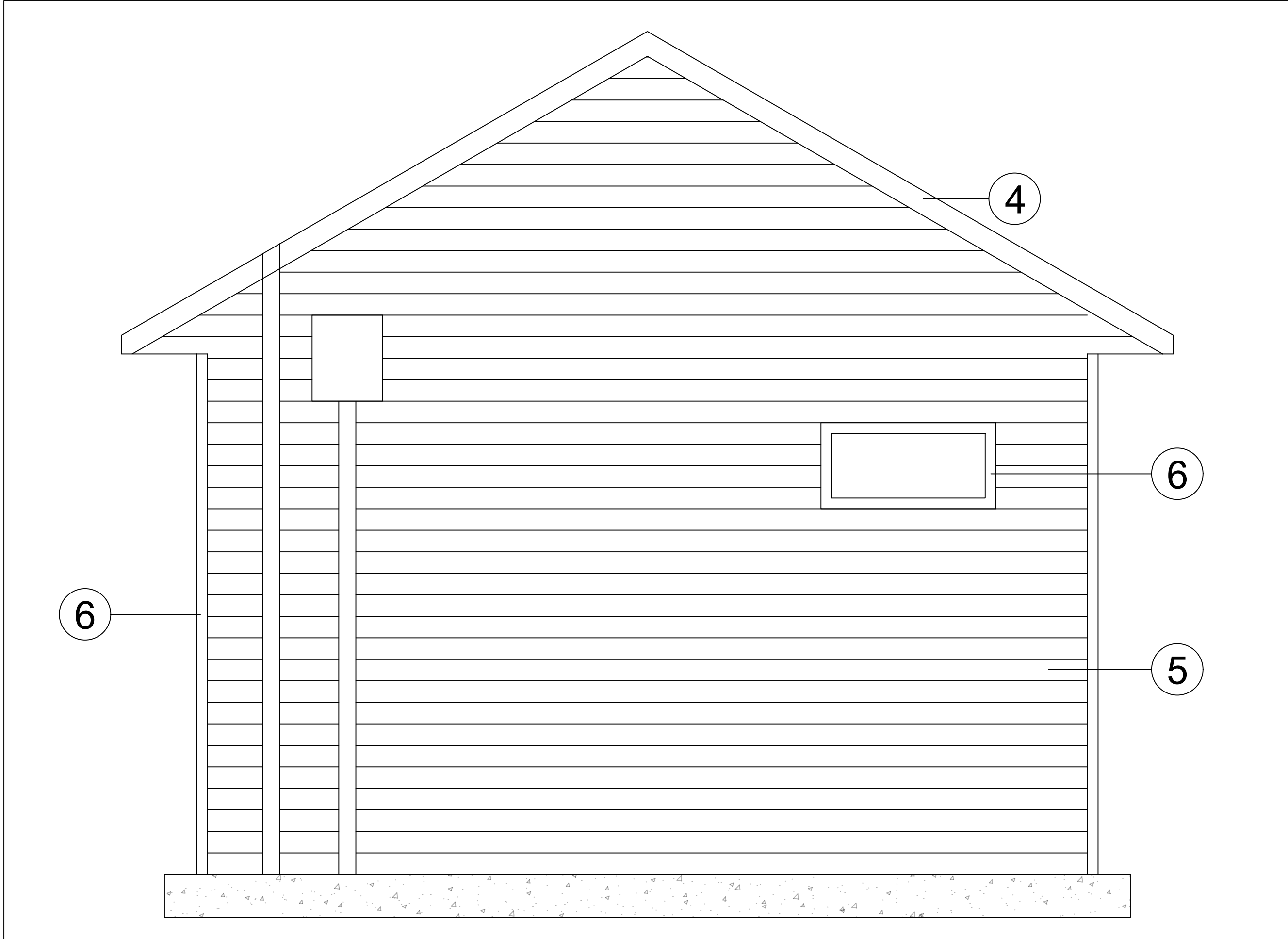
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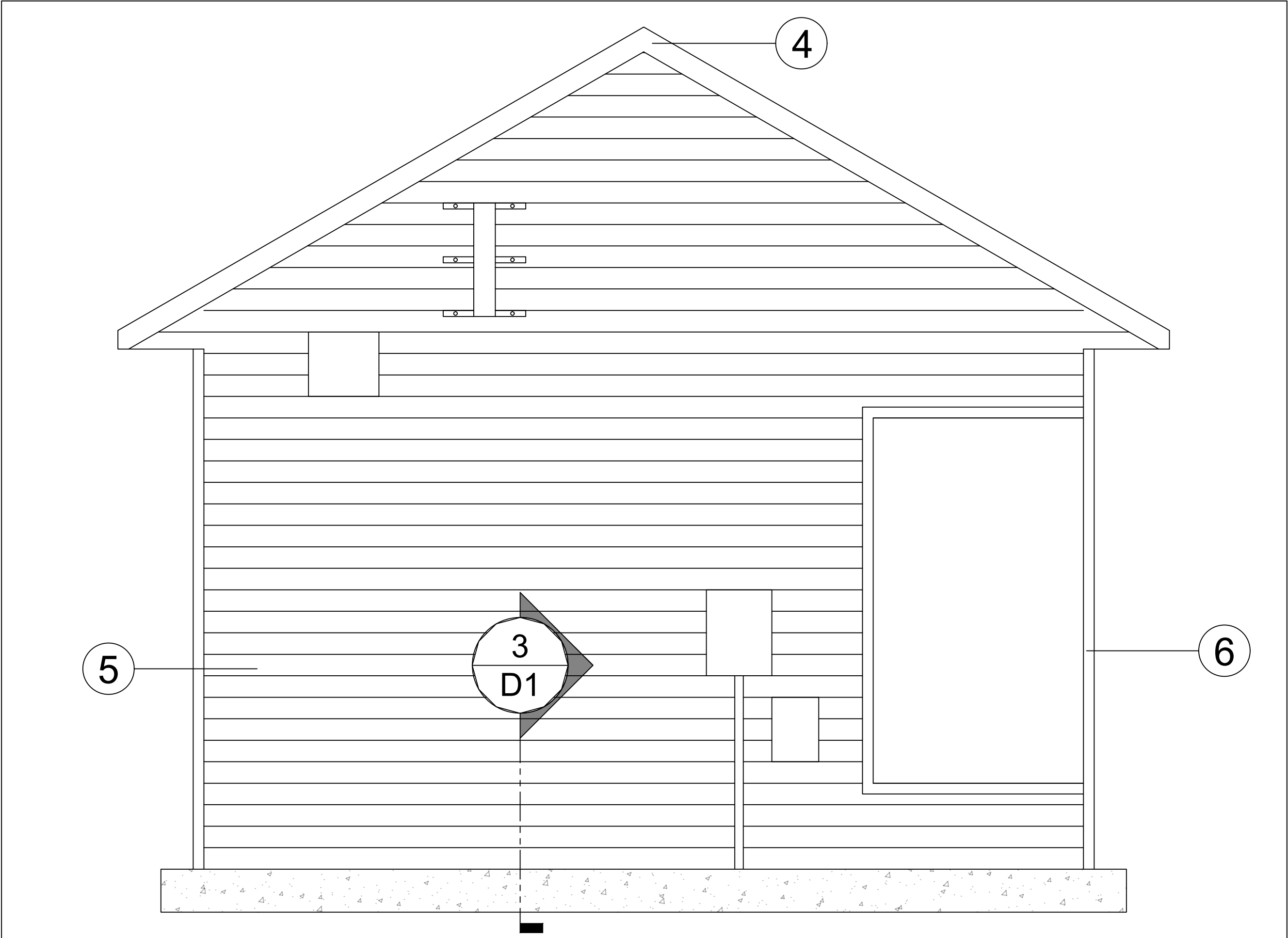
1 NORTH ELEVATION
UB4-2/ NOT TO SCALE



2 SOUTH ELEVATION
UB4-2/ NOT TO SCALE



3 WEST ELEVATION
UB4-2/ NOT TO SCALE



4 EAST ELEVATION
UB4-2/ NOT TO SCALE

DATE	REV	ISSUE
ROOF WIND LOADS		
ROOF AREA	WIND LOAD	
ROOF TYPE 1:		
End Zone Width, Z		
Corner, C		
Edge, S		
Edge, R		
ROOF REPLACEMENT AREA		
ROOF AREA		

GENERAL NOTES

1.

DRAWING IS NOT TO BE SCALED.

2.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO KEEP THE BUILDING WATERTIGHT AND SECURE AT ALL TIMES.

3.

CONTRACTOR IS RESPONSIBLE FOR CONFIRMING ALL SITE MEASUREMENTS & EXISTING CONDITIONS FOR ESTIMATING & MATERIAL ORDERING.

4.

COVER EXISTING WOOD FASCIA, LOGS WITH NEW METAL FLASHING.

5.

CHANGE THE EXISTING WOODEN SIDING WITH NEW HARDIE PLANK WEATHERBOARD.

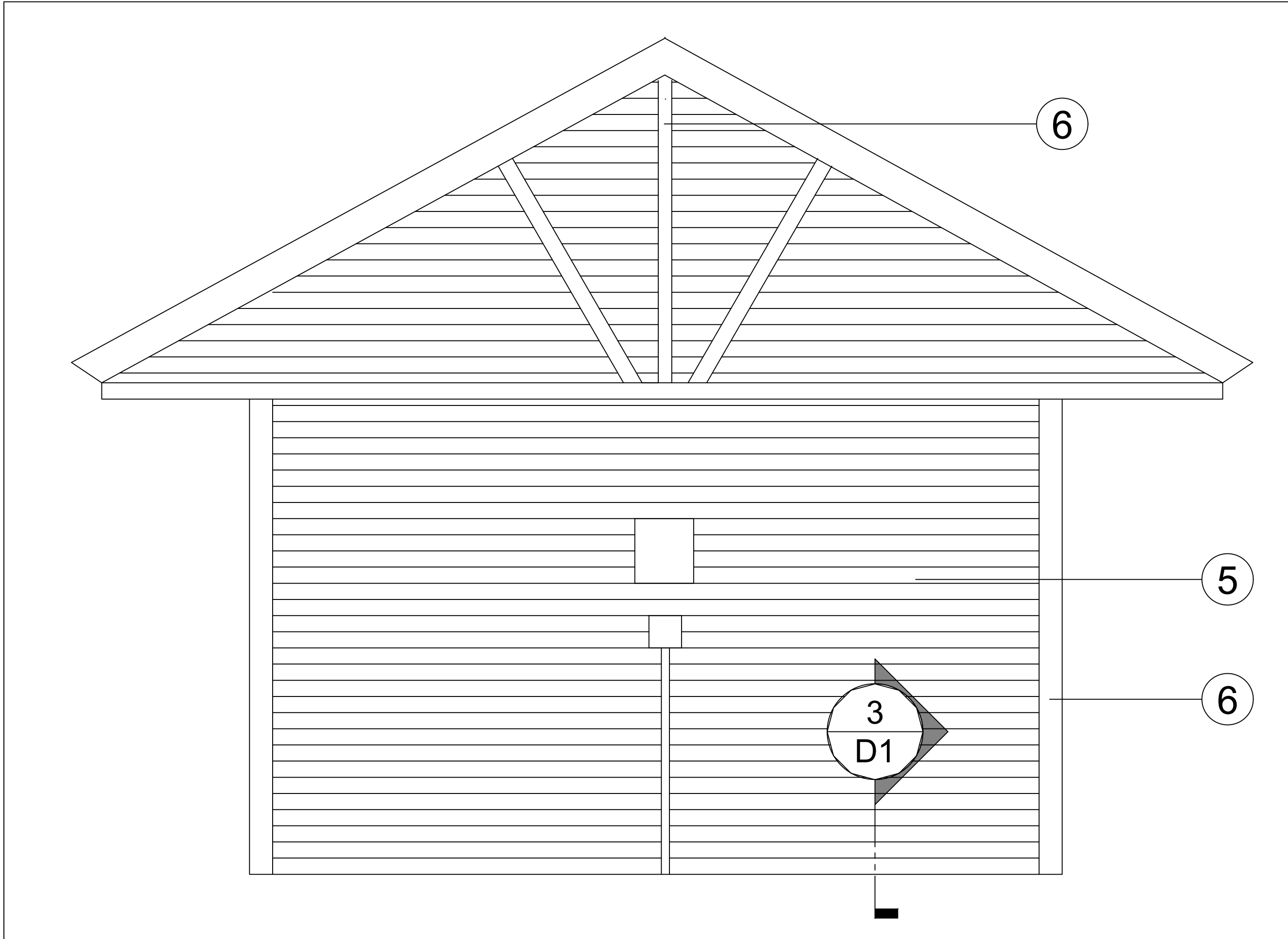
6.

REPLACE THE EXISTING CORNER, DOOR AND WINDOW TRIM WITH NEW LP SMART SIDE.

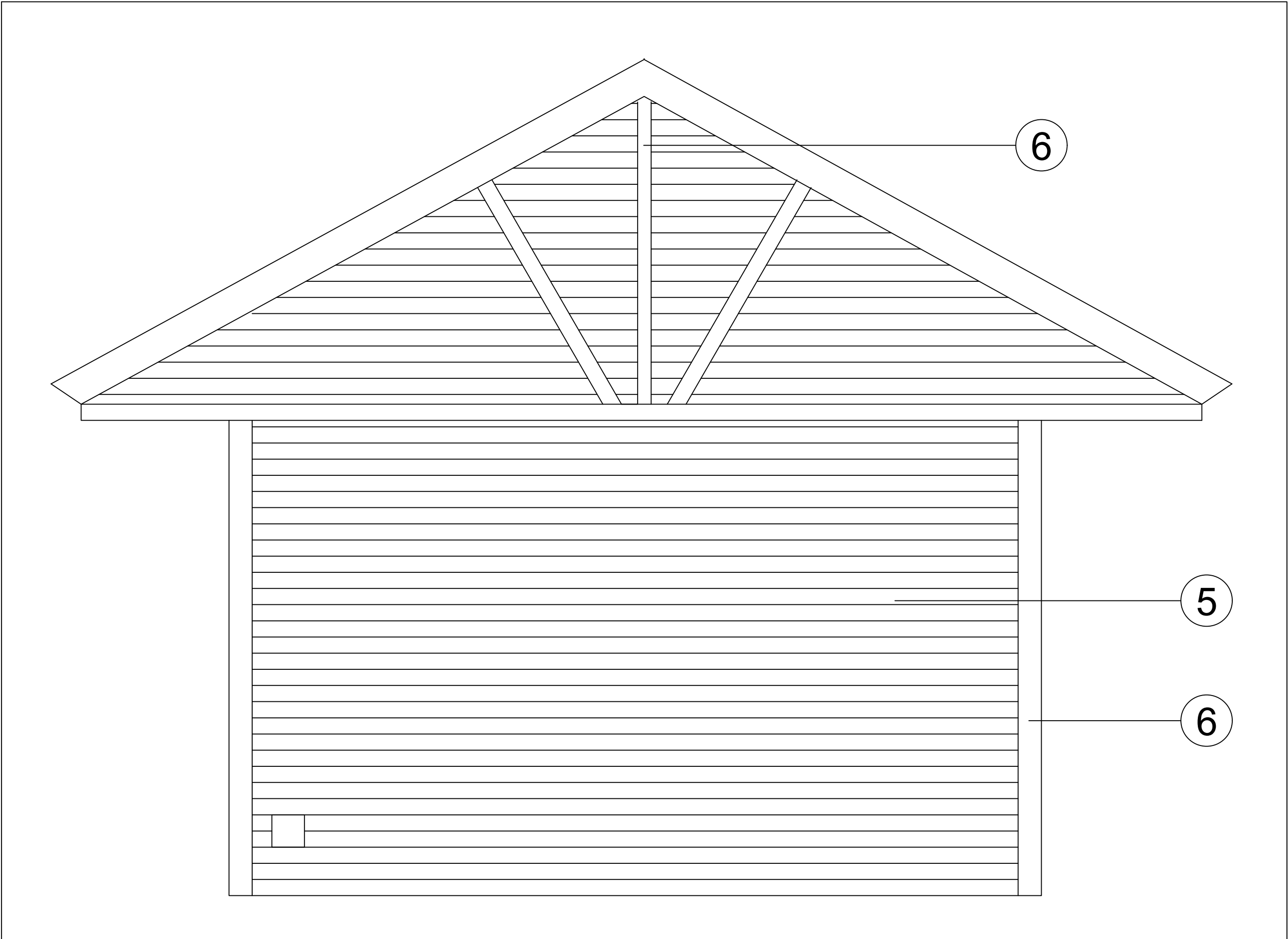
7.

REPLACE THE EXISTING EXTERIOR EXHAUST VENT WITH NEW EMBER-RESISTANT RATED VENTS WITH APPLICABLE FIRE SAFETY STANDARDS.

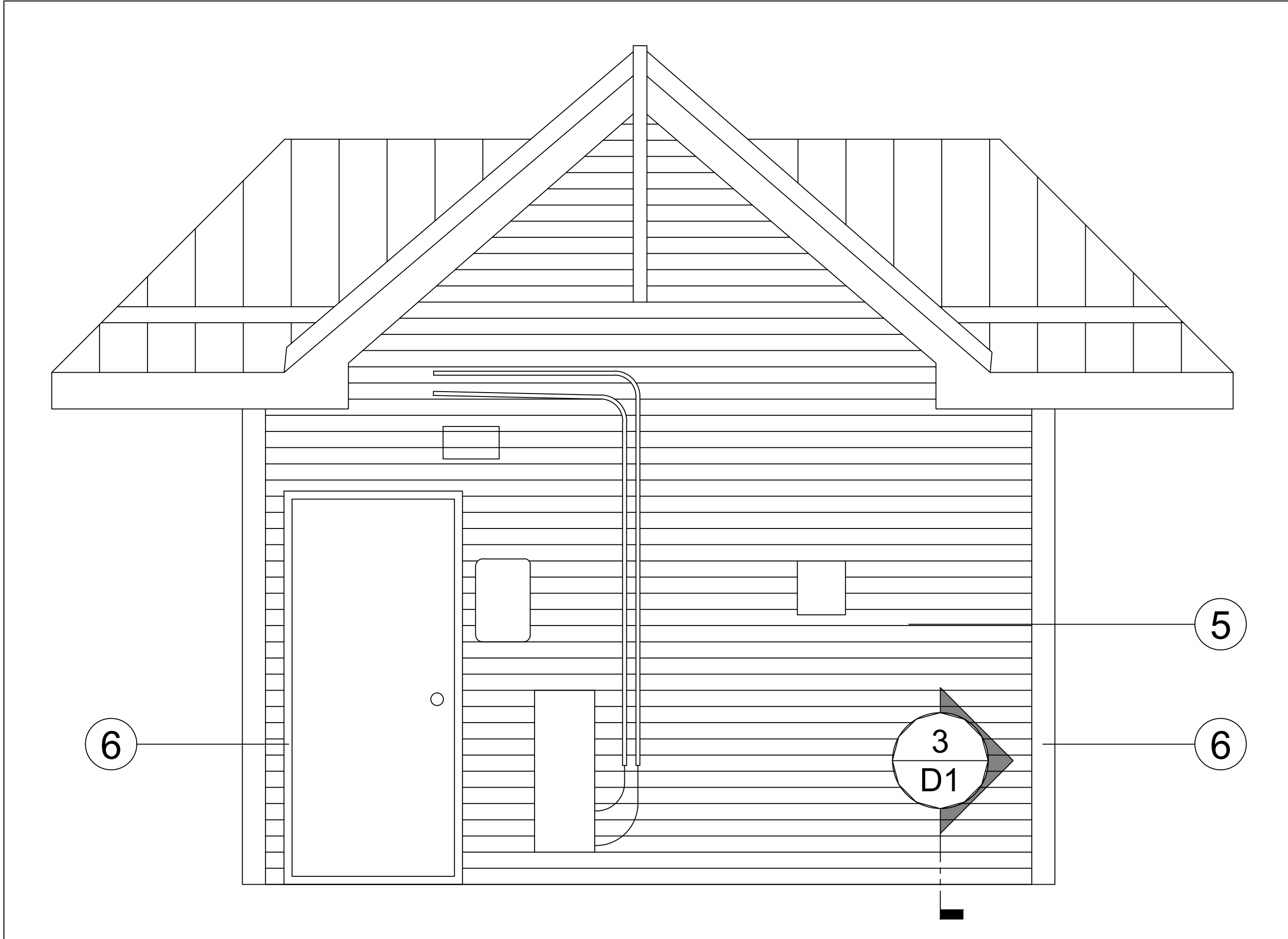
Contractor shall confirm and be responsible for all dimensions and existing conditions that may affect the scope of work.		
	A [detail no.]	
	B [location no.]	
	C [drawing no.]	
Client:	TOWN OF CANMORE	
Project Name:	UTILITY FACILITIES EXTERIOR FINISH	
Address:	602 4TH STREET, CANMORE, AB	
Project No.:	A25083	
Drawing Title:	UTILITIES BUILDING 2	
Scale:	NOT TO SCALE	
Designed By:	D.D.	Date:
Drawn By:	D.A.	Date:
DRAWING PACKAGE R1-NIN		
STAMPED AND APPROVED BY:		
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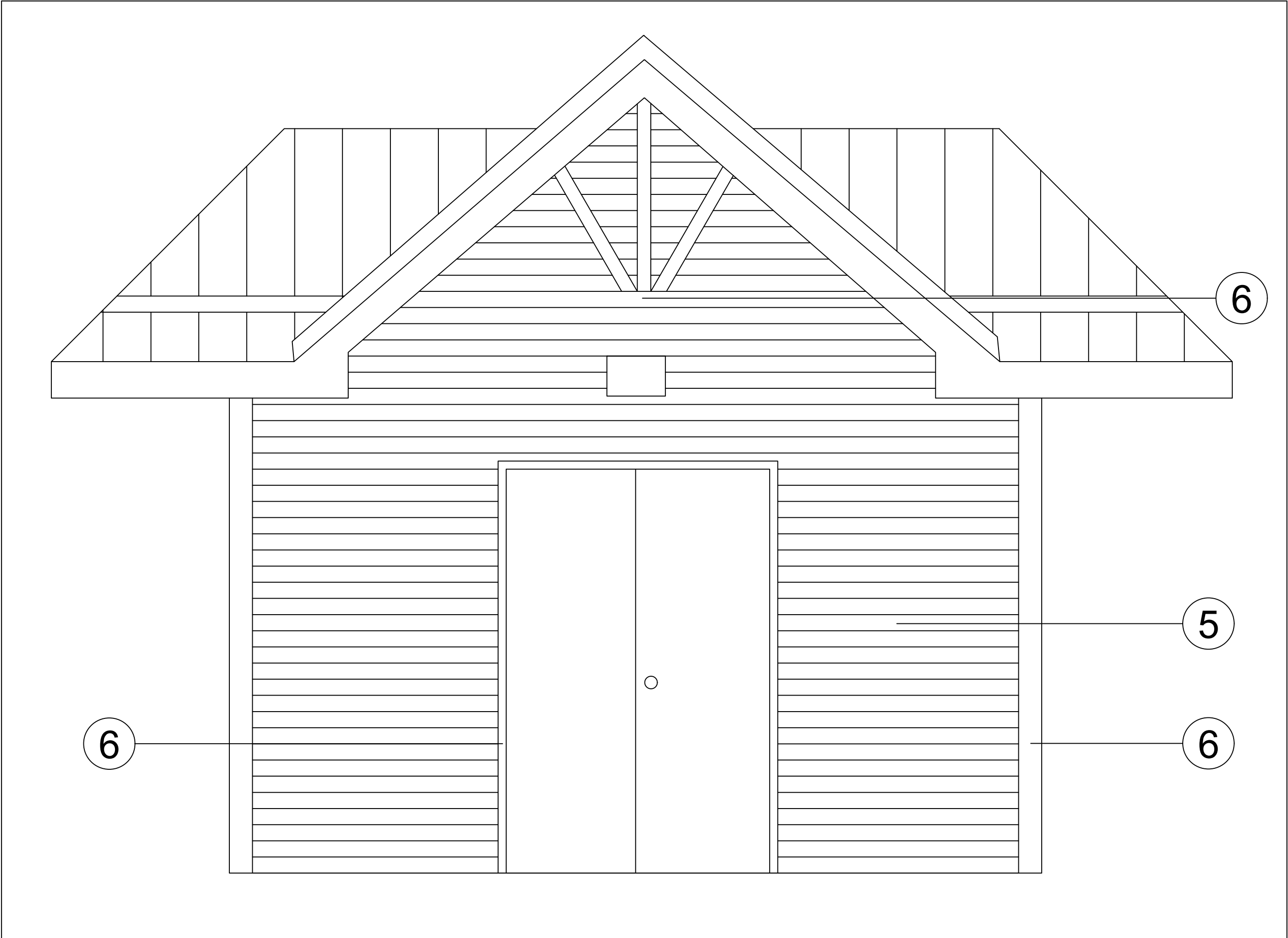
1 NORTH ELEVATION
UB5-1 NOT TO SCALE



2 SOUTH ELEVATION
UB5-1 NOT TO SCALE



3 WEST ELEVATION
UB5-1 NOT TO SCALE



4 EAST ELEVATION
UB5-1 NOT TO SCALE

DATE	REV	ISSUE

ROOF WIND LOADS	
ROOF AREA	WIND LOAD
ROOF TYPE 1:	
End Zone Width, Z	
Corner, C	
Edge, S	
Edge, R	

ROOF REPLACEMENT AREA	
ROOF AREA	

GENERAL NOTES

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- CONTRACTOR IS RESPONSIBLE FOR CONFIRMING ALL SITE MEASUREMENTS & EXISTING CONDITIONS FOR ESTIMATING & MATERIAL ORDERING.
- COVER EXISTING WOOD FASCIA, LOGS WITH NEW METAL FLASHING.
- CHANGE THE EXISTING WOODEN SIDING WITH NEW HARDIE PLANK WEATHERBOARD.
- REPLACE THE EXISTING CORNER, DOOR AND WINDOW TRIM WITH NEW LP SMART SIDE.
- SCREENING OVER OR BEHIND ALL EXISTING EXTERIOR VENTS OR REPLACE WITH EMBER-RESISTANT RATED VENTS.



Town of
CANMORE

Contractor shall confirm and be responsible for all dimensions and existing conditions that may affect the scope of work.

A	A [detail no.]	A
B	B [location no.]	B
C	C [drawing no.]	C

Client:	TOWN OF CANMORE	
Project Name:	UTILITY FACILITIES EXTERIOR FINISH	
Address:	FAIRHOLME DR & 17TH ST INTERSECTION, CANMORE, AB	
Project No.:	A25083	
Drawing Title:	UTILITIES BUILDING 1	
Scale:	NOT TO SCALE	
Designed By:	D.D.	Date:
Drawn By:	D.A.	Date:
DRAWING PACKAGE R1-MIN		Date:
STAMPED AND APPROVED BY:		

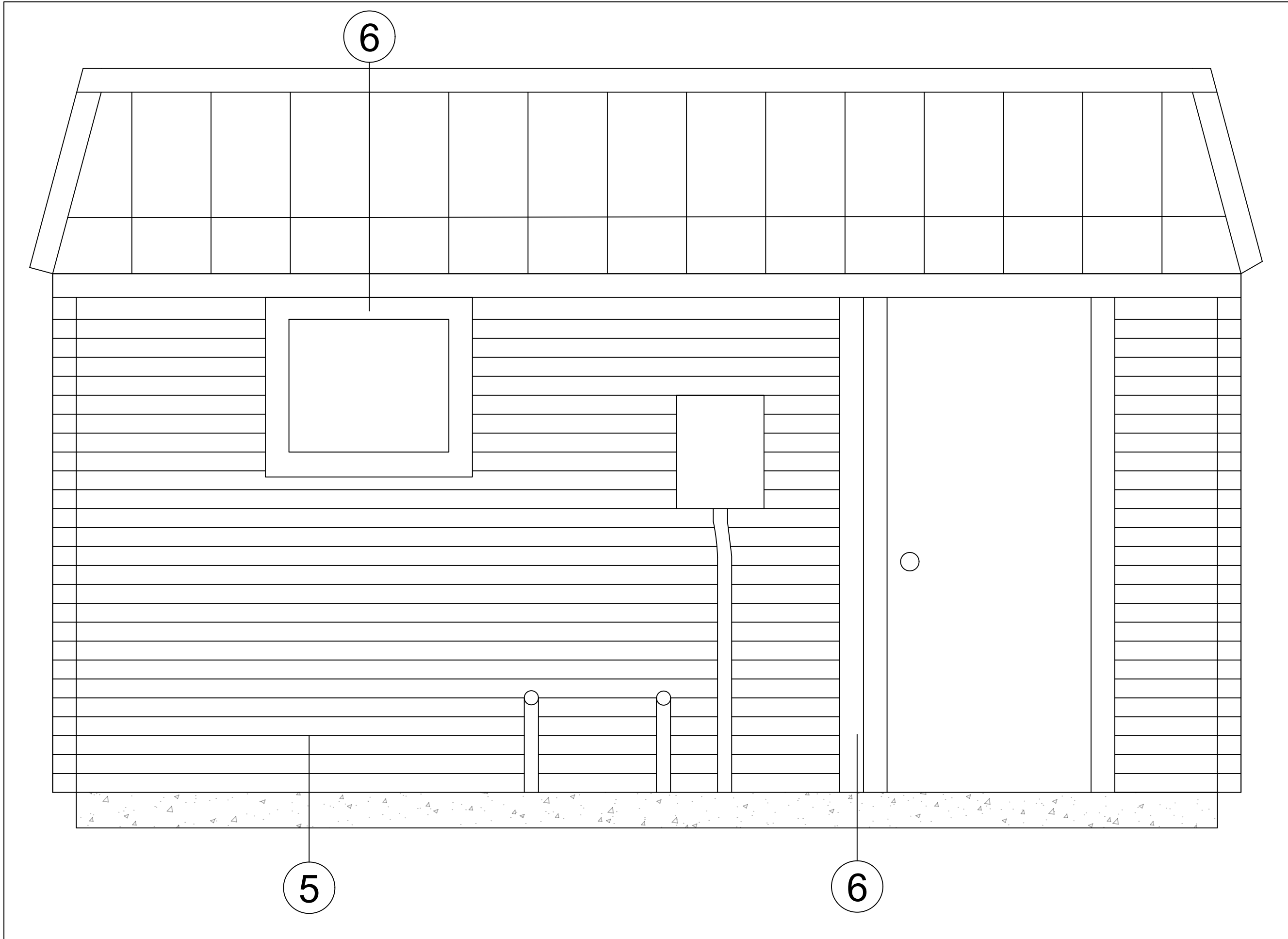
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PROJECT AND PORTFOLIO ENGINEERS

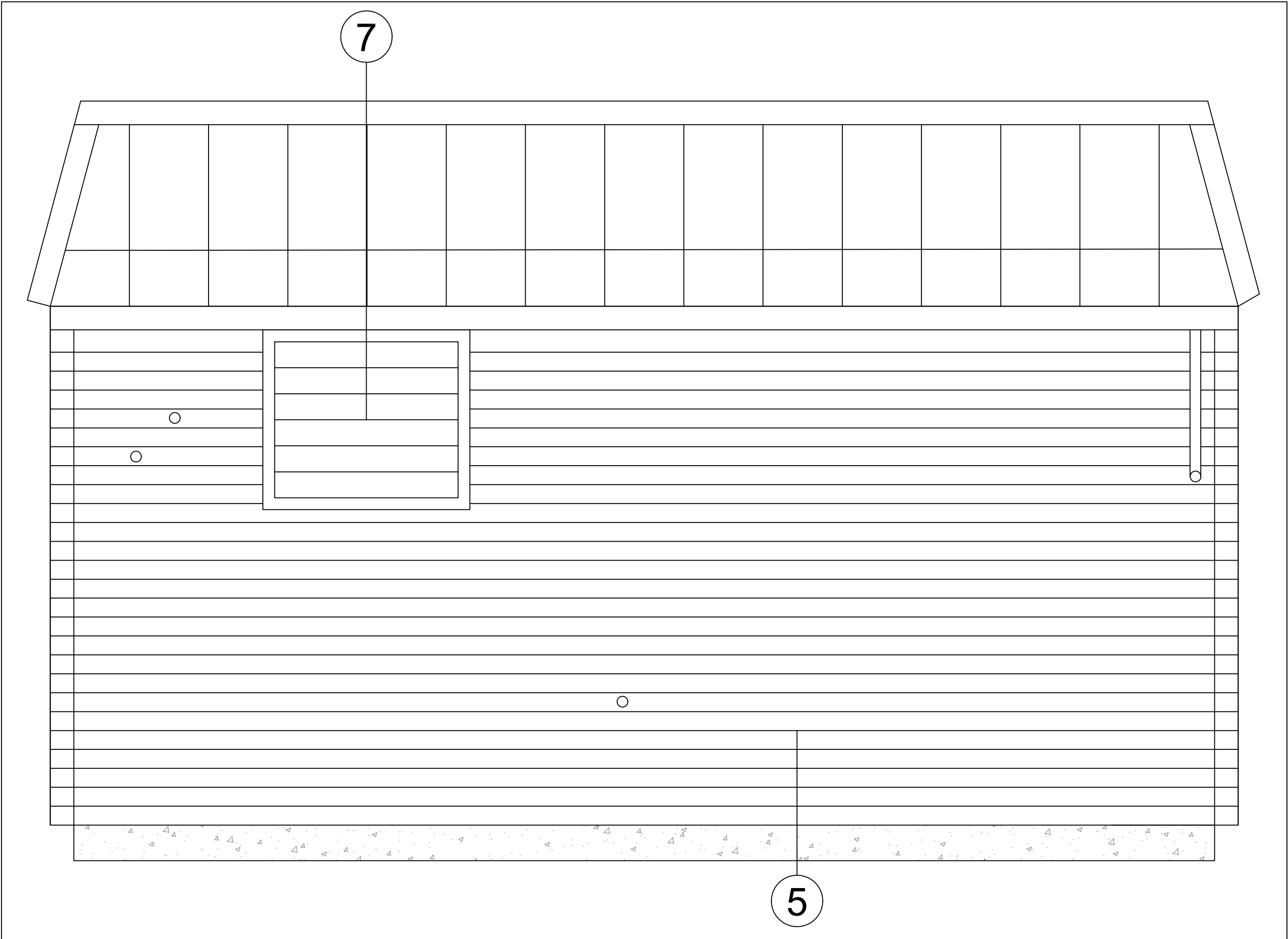
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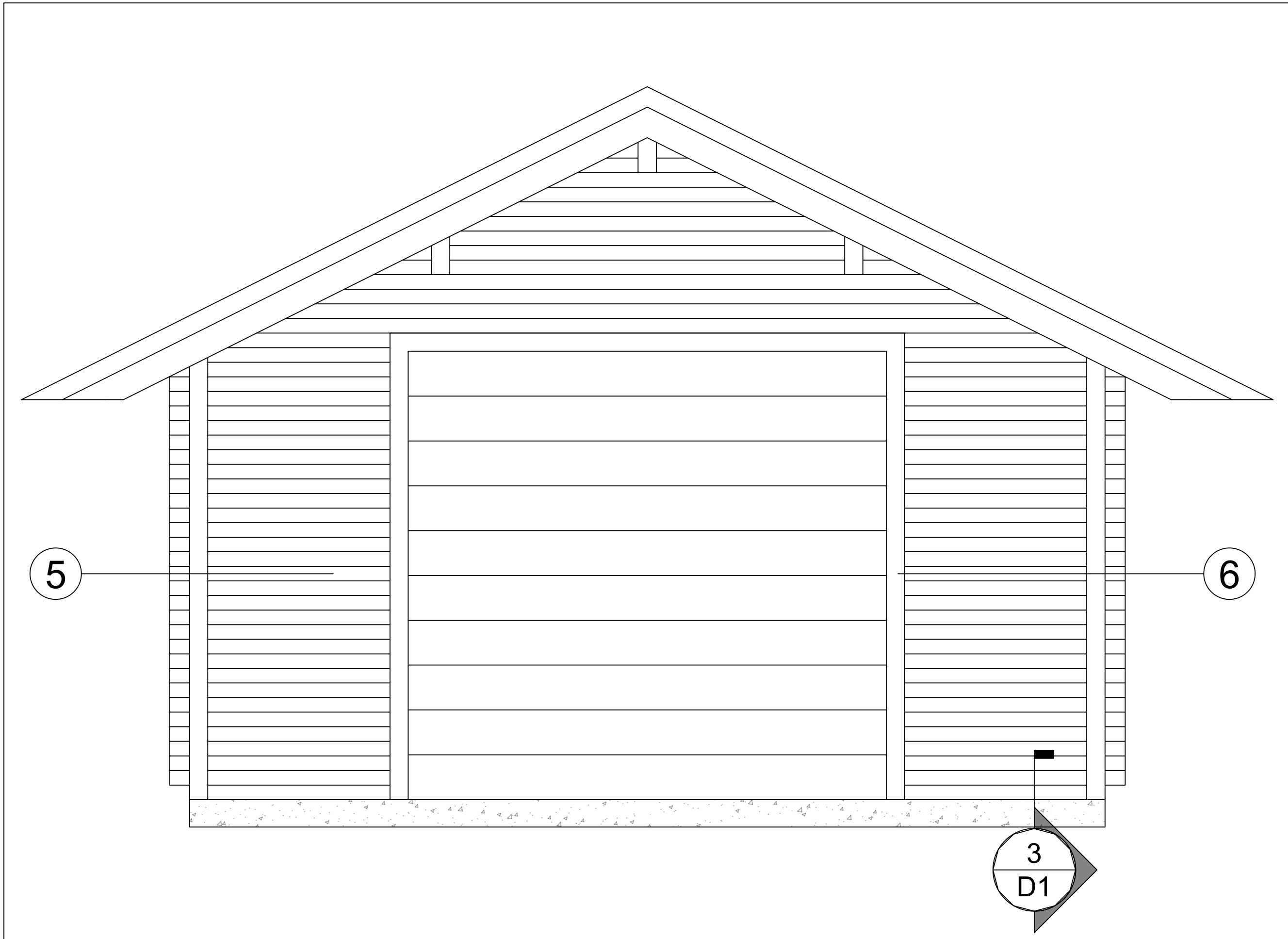
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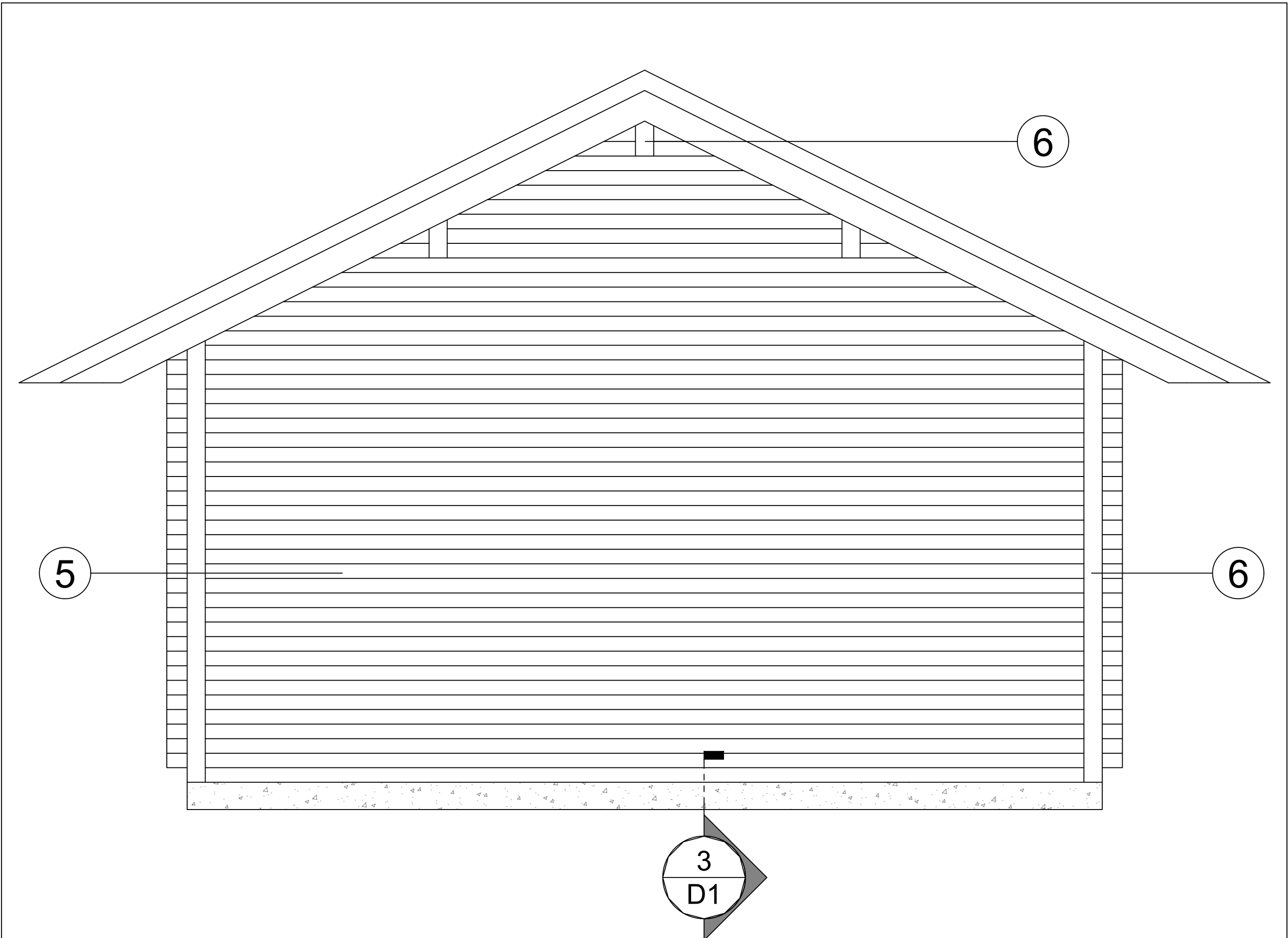
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UB5-2/ NOT TO SCALE



2 SOUTH ELEVATION
UB5-2/ NOT TO SCALE



3 WEST ELEVATION
UB5-2/ NOT TO SCALE



4 EAST ELEVATION
UB5-2/ NOT TO SCALE

DATE	REV	ISSUE

ROOF WIND LOADS	
ROOF AREA	WIND LOAD
ROOF TYPE 1:	
End Zone Width, Z	
Corner, C	
Edge, S	
End, R	

ROOF REPLACEMENT AREA	
ROOF AREA	

GENERAL NOTES

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- COVER EXISTING WOOD FASCIA, LOGS WITH NEW METAL FLASHING.
- CHANGE THE EXISTING WOODEN SIDING WITH NEW HARDIE PLANK WEATHERBOARD.
- REPLACE THE EXISTING CORNER, DOOR AND WINDOW TRIM WITH NEW LP SMART SIDE.
- REPLACE THE EXISTING EXTERIOR EXHAUST VENT WITH NEW EMBER-RESISTANT RATED VENTS WITH APPLICABLE FIRE SAFETY STANDARDS.
- REPLACE THE EXISTING WOODEN SOFFIT WITH NEW METAL SOFFIT.

Contractor shall confirm and be responsible for all dimensions and existing conditions that may affect the scope of work.

A [detail no.]	A [detail no.]
B [location no.]	B [location no.]
C [drawing no.]	C [drawing no.]

Client:	TOWN OF CANMORE	
Project Name:	UTILITY FACILITIES EXTERIOR FINISH	
Address:	938 17TH STREET, CANMORE, AB	
Project No.:	A25083	
Drawing Title:	UTILITIES BUILDING 2	
Scale:	NOT TO SCALE	
Designed By:	D.D.	Date:
Drawn By:	D.A.	Date:
DRAWING PACKAGE R1-MIN		
STAMPED AND APPROVED BY:		

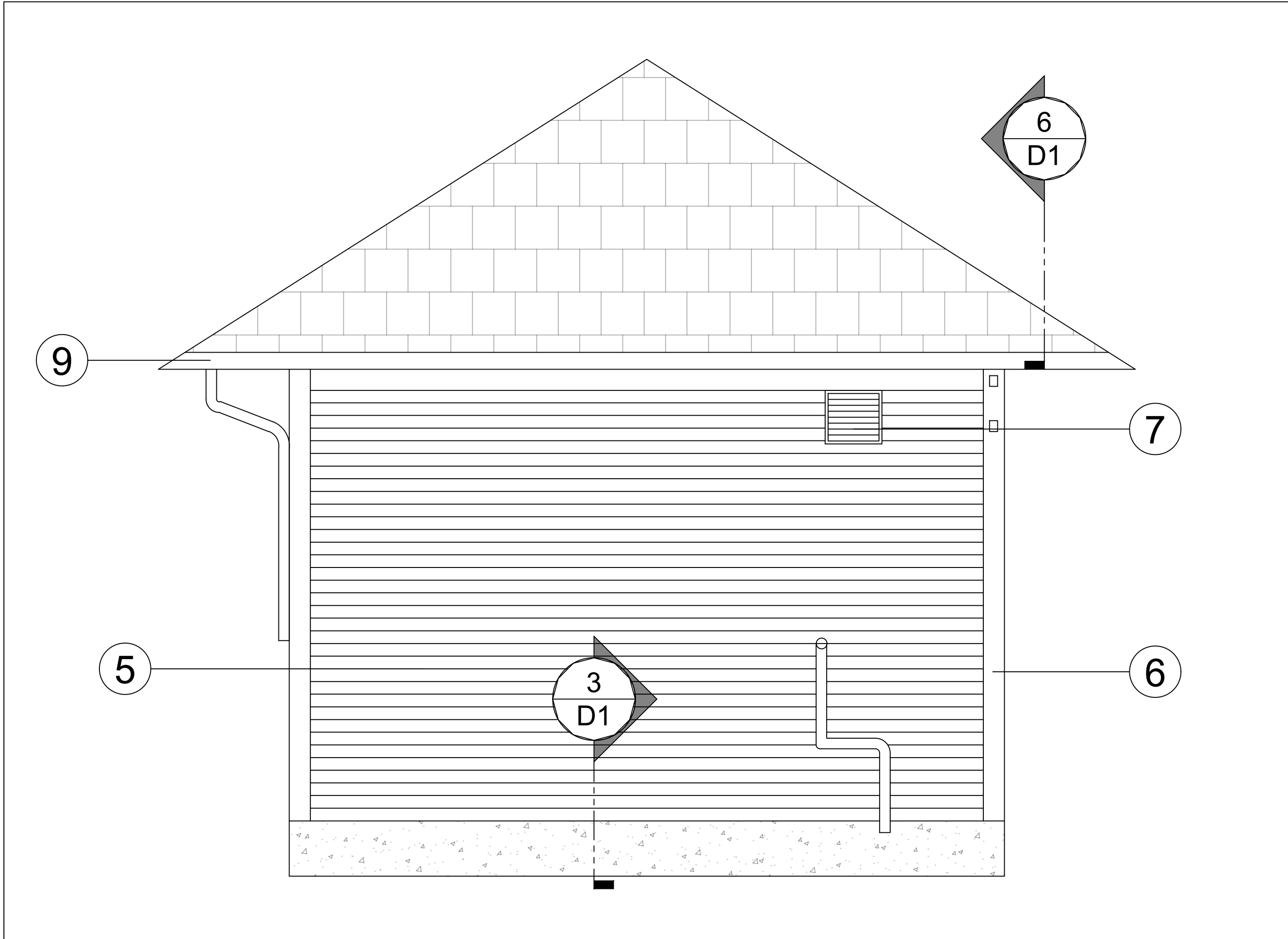
www.btcgroup.ca

PROJECT AND PORTFOLIO ENGINEERS

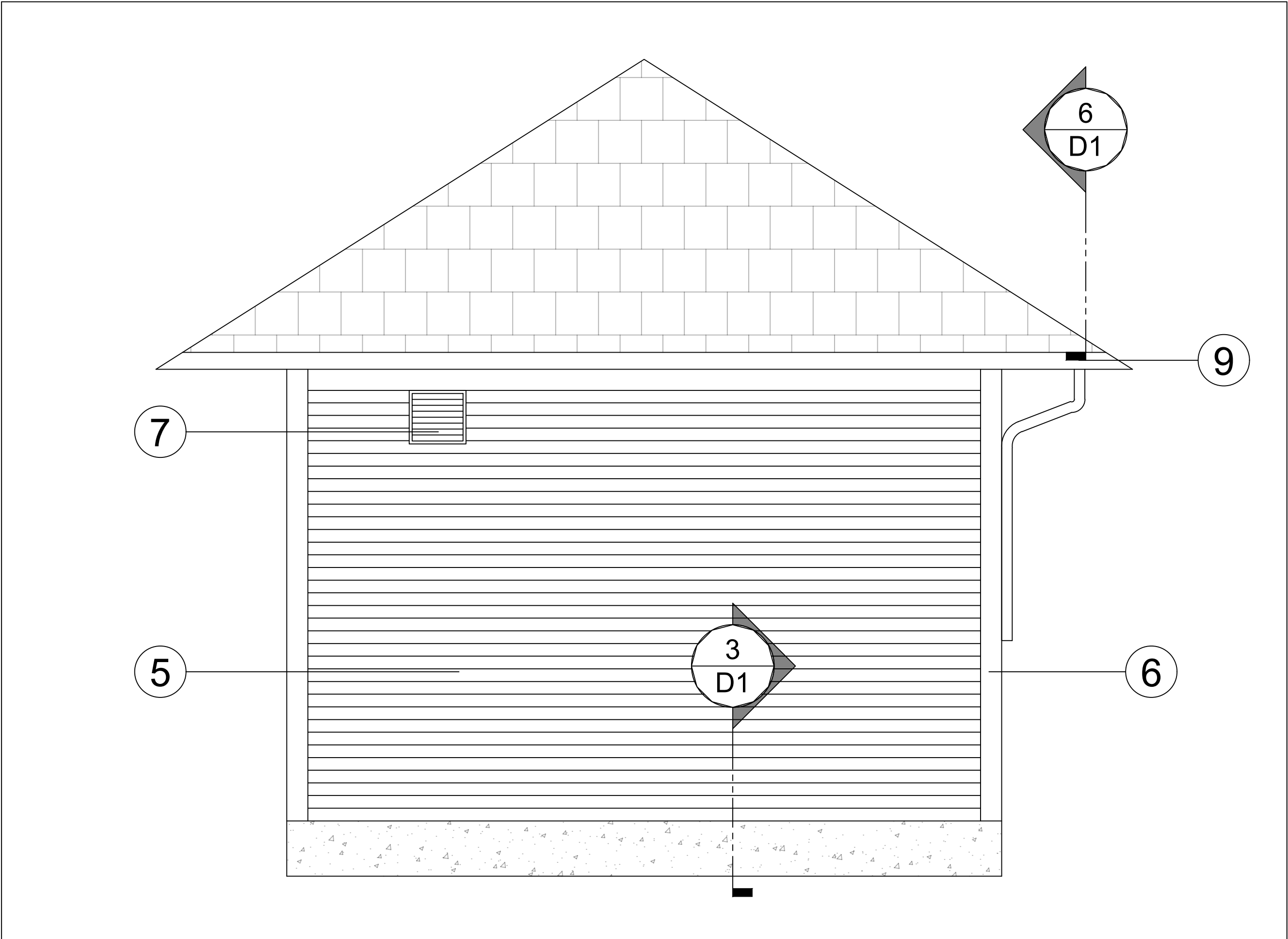
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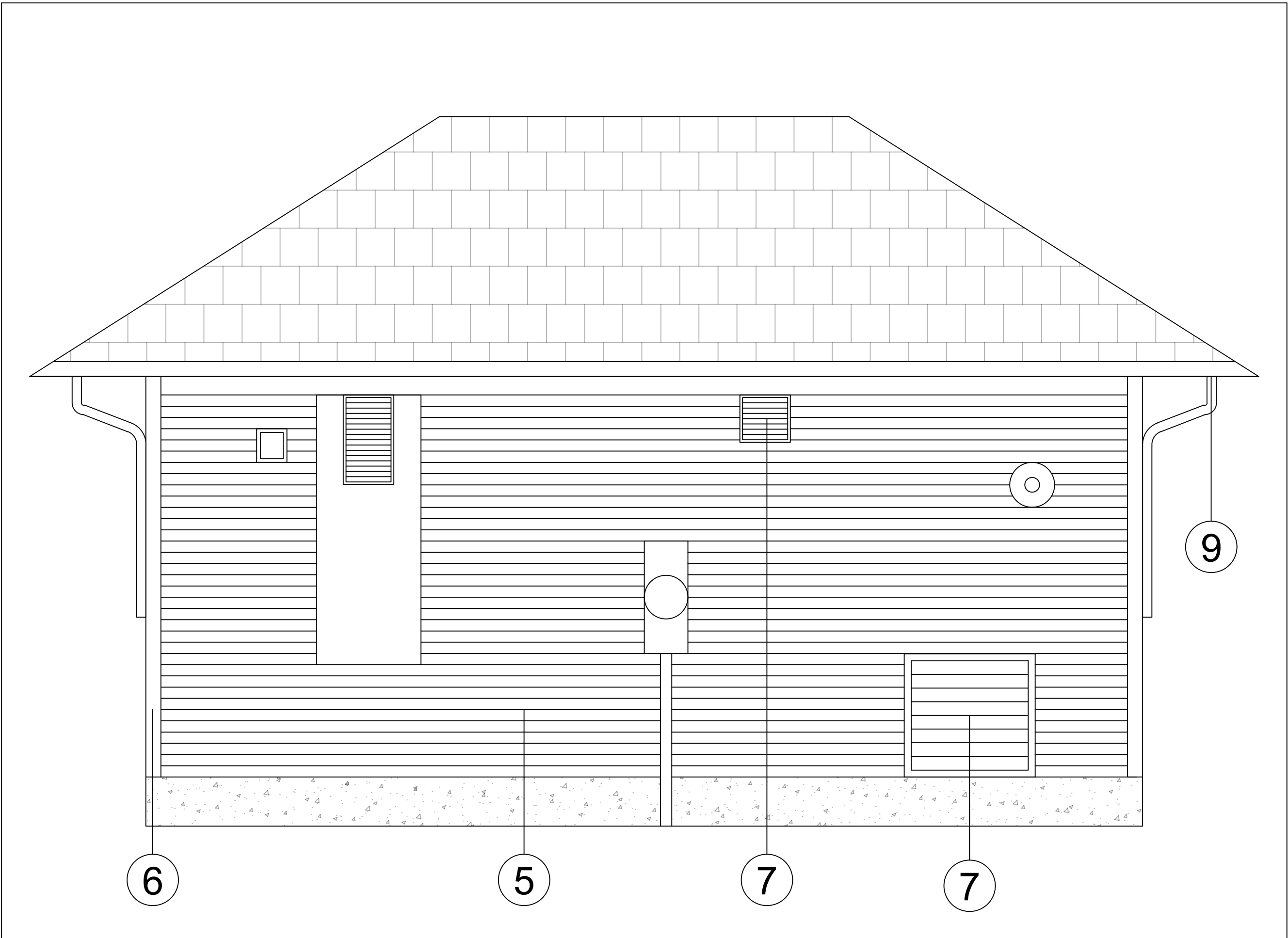
1 NORTH ELEVATION
UB6 NOT TO SCALE



2 SOUTH ELEVATION
UB6 NOT TO SCALE



3 WEST ELEVATION
UB6 NOT TO SCALE



4 EAST ELEVATION
UB6 NOT TO SCALE


DATE	REV	ISSUE

ROOF WIND LOADS	
ROOF AREA	WIND LOAD
ROOF TYPE 1:	
End Zone Width, Z	
Corner, C	
Edge, S	
End, R	

ROOF REPLACEMENT AREA	
ROOF AREA	

GENERAL NOTES

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- COVER EXISTING WOOD FASCIA, LOGS WITH NEW METAL FLASHING.
- CHANGE THE EXISTING WOODEN SIDING WITH NEW HARDIE PLANK WEATHERBOARD.
- REPLACE THE EXISTING CORNER, DOOR AND WINDOW TRIM WITH NEW LP SMART SIDE.
- REPLACE THE EXISTING EXTERIOR EXHAUST VENT WITH NEW EMBER-RESISTANT RATED VENTS WITH APPLICABLE FIRE SAFETY STANDARDS.REPLACE THE EXISTING WOODEN SOFFIT WITH NEW METAL SOFFIT.
- REPLACE THE EXISTING GUTTER AND DOWNSPOUT WITH NEW.
- INSTALL THE NEW METAL MESH BEHIND THE EXISTING EXTERIOR EXHAUST VENT.

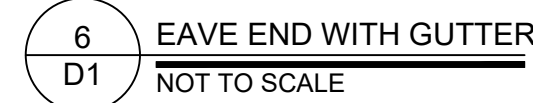


Town of
CANMORE

Contractor shall confirm and be responsible for all dimensions and existing conditions that may affect the scope of work.

<div><div>A</div><div>B</div><div>C</div></div>	<div>A [detail no.]</div> <div>B [location no.]</div> <div>C [drawing no.]</div>	<div><div>A</div><div>B</div><div>C</div></div>
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Client:	TOWN OF CANMORE	
Project Name:	UTILITY FACILITIES EXTERIOR FINISH	
Address:	1251 PALLISER TRAIL, CANMORE, AB	
Project No.:	A25083	
Drawing Title:	UTILITIES BUILDING 6	
Scale:	NOT TO SCALE	
Designed By:	D.D.	Date:
Drawn By:	D.A.	Date:
DRAWING PACKAGE R1-NIN		
STAMPED AND APPROVED BY:		
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Page Number:	UB6	



<div><div>Town of</div><div>CANMORE</div></div> <div></div>		
Contractor shall confirm and be responsible for all dimensions and existing conditions that may affect the scope of work.		
<div><div>A</div><div>C</div></div>	A [detail no.] B [location no.] C [drawing no.]	<div><div>A</div><div>B</div><div>C</div></div>
Client:	TOWN OF CANMORE	
Project Name:	UTILITY FACILITIES EXTERIOR FINISH	
Address:	TOWN OF CANMORE, AB	
Project No.:	A25083	
Drawing Title:	DETAILS	
Scale:	NOT TO SCALE	
Designed By:	D. D.	Date:
Drawn By:	D. A.	Date:
DRAWING PACKAGE R1-NN STAMPED AND APPROVED BY:		Date:
<div></div>		
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OFFICES ACROSS CANADA		
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Page Number:	D1	

7.3 PHOTOS

Section Photos - Utilities Facilities FireSmart Project – CAP 7452

Building Envelope Condition Assessment
Town of Canmore
Canmore, Alberta (CA)
Report number: Utilities Facilities FireSmart Project – CAP 7452
Date: August 05 2025

Project Status at Time of Review

UB1



Observations

Overview
Address
10 Van Horne, Canmore. AB

Roof Section Overview



Building 1



Building 1

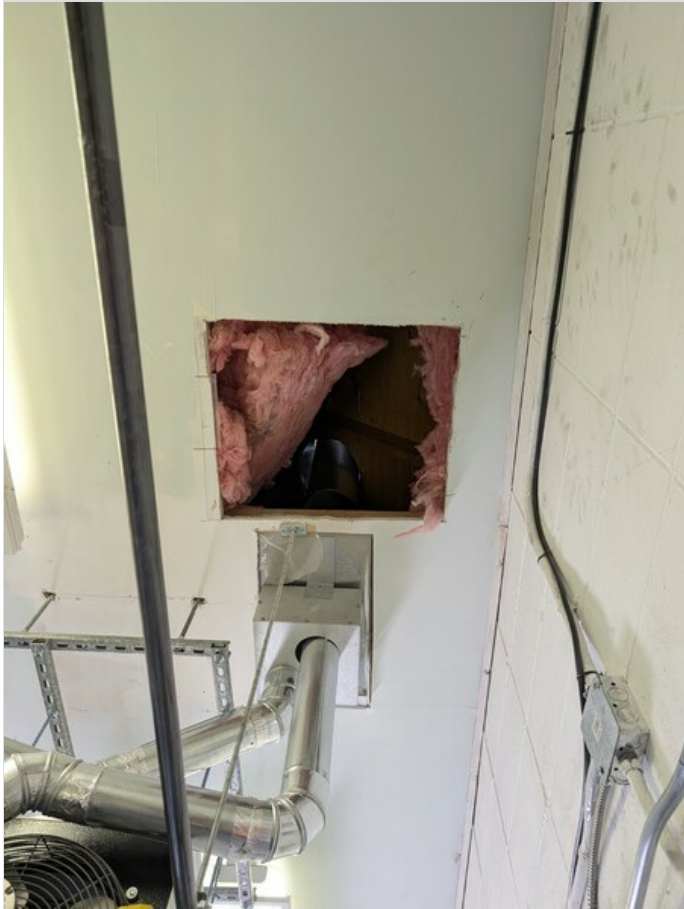


Building 2



Building 2

Penetrations - B-Vents



Building 1



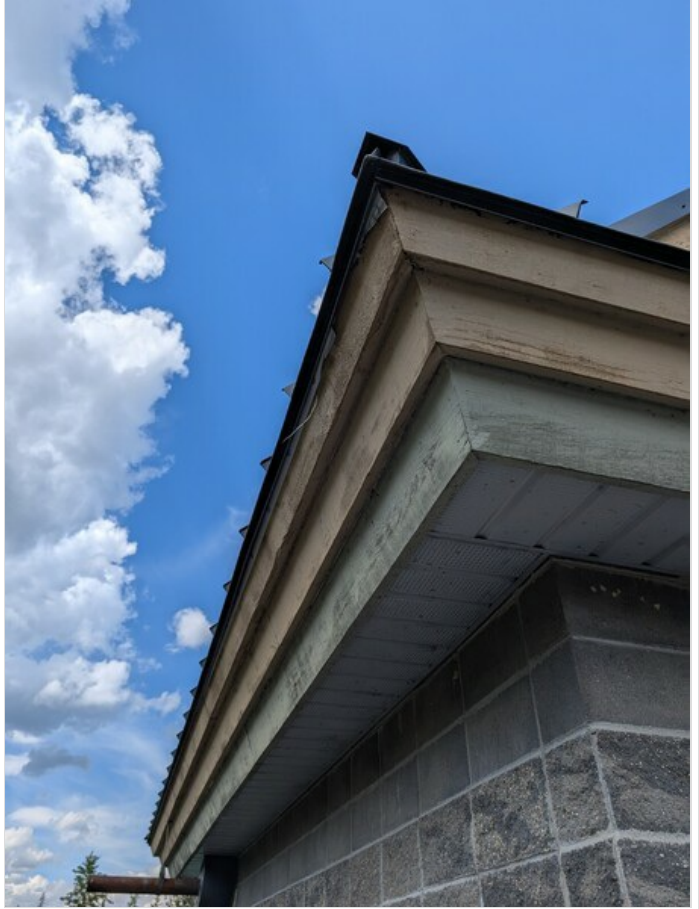
Building 1

Fascia

Install prefinished metal cladding over existing wood fascia on all sides of the building



Building 1



Building 1



Building 2



Building 2

Sidings

Remove and replace existing wood siding on the upper front and rear elevations of the building with new prefinished metal siding.



Building 1



Building 2

Vents

Install screening over or behind all existing exterior vents using 3mm (1/8") non-combustible metal mesh.



Section Photos - Utilities Facilities FireSmart Project – CAP 7452





Building Envelope Condition Assessment
Town of Canmore
Canmore, Alberta (CA)
Report number: Utilities Facilities FireSmart Project – CAP 7452
Date: August 05 2025

Project Status at Time of Review

UB2



Observations

Observation	Description
Overview	
• Address	100 Cross Bow Lane, Canmore. AB
• Roof Section Overview	Complete removal of existing asphalt shingle roof system and install new Standing Seam Metal Roof (SSMR) system.
	<div><div>Building 1</div><div>Building 1</div><div>Building 1</div><div>Building1</div></div>



Building 1



Building 2



Building 2



Building 2



Building 2

• Fascia

Install prefinished metal cladding over existing wood fascia on all sides of the building



Building 1



Building 2

• Siding


Remove and replace existing wood siding on the upper front and rear elevations of the building with new prefinished metal siding.



Building 1



Building 2

<ul style="list-style-type: none"> • Vents 	<p>Install screening over or behind all existing exterior vents using 3mm (1/8") non-combustible metal mesh.</p> <div data-bbox="402 180 948 451">  </div> <div data-bbox="402 457 513 485">Building 1</div> <div data-bbox="678 457 789 485">Building 2</div>
---	---

Limitations of this Report:

Site reviews are conducted by BTC Group for the sole purposes of assessing the status of the work observed during the site visit, and to comment on the general conformance of the work with the contract documents. Unless specifically identified as a SITE INSTRUCTION, all instructions or directions given during the site review, or in this report, are merely recommendations to assist the parties to this work in fulfilling their contractual obligations for this project.

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Should the Contractor believe that an observation or recommendation in this report (other than a formal SITE INSTRUCTION) will result in a substantial change in the scope of work and additional costs, the Contractor is required to advise the Engineer before proceeding.

Section Photos - Utilities Facilities FireSmart Project – CAP 7452

Building Envelope Condition Assessment
Town of Canmore
Canmore, Alberta (CA)
Report number: Utilities Facilities FireSmart Project – CAP 7452
Date: August 05 2025

Project Status at Time of Review

UB3



Observations

Observation	Description
Overview	
• Address	240 Benchlands Trail, Canmore. AB
• Roof Section Overview	Complete removal of existing wood shingle roof system and install new Standing Seam Metal Roof (SSMR) system.
	Four photographs showing the roof work. The first two images show the new standing seam metal roof installed on the building. The last two images show the old wood shingle roof being removed, with a large section of the roof structure exposed.







• Attic Overview



• Fascia

Install prefinished metal cladding over existing wood fascia on all sides of the building



<ul style="list-style-type: none"> • Soffit 	<p>Cover existing wood soffit at all roof overhangs with new prefinished metal soffit panels to match the new Standing Seam Metal Roof (SSMR) system.</p> <div data-bbox="404 182 948 453">  </div>
<ul style="list-style-type: none"> • Siding 	<p>Stucco repair</p> <div data-bbox="404 531 675 802">  </div>
<ul style="list-style-type: none"> • Front Doors 	<p>Remove existing wood cladding or trim surrounding the front entrance doors.</p> <div data-bbox="404 882 1500 1152">  </div>
<ul style="list-style-type: none"> • Vent 	<p>Install screening over or behind all existing exterior vents using 3mm (1/8") non-combustible metal mesh.</p> <div data-bbox="404 1266 675 1537">  </div>

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Section Photos - Utilities Facilities FireSmart Project – CAP 7452

Building Envelope Condition Assessment
Town of Canmore
Canmore, Alberta (CA)
Report number: Utilities Facilities FireSmart Project – CAP 7452
Date: August 05 2025

Project Status at Time of Review

UB4



Observations

Observation	Description
Overview	
• Address	602 4th Street, Canmore. AB

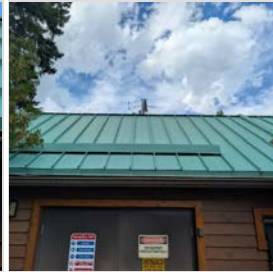
• **Roof Section Overview**



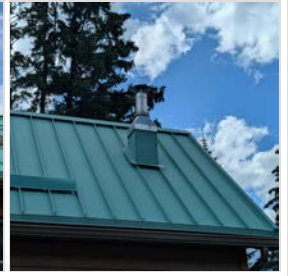
Building 1



Building 1



Building 1



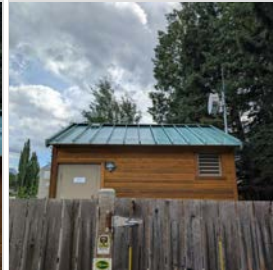
Building 1



Building 1



Building 2



Building 2

• **Soffit**

Cover existing wood soffit at all roof overhangs with new prefinished metal soffit panels to match the new Standing Seam Metal Roof (SSMR) system.



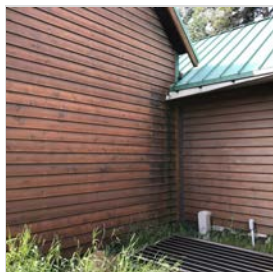
• **Fascia**

Install prefinished metal cladding over existing wood fascia on all sides of the building



• **Siding**

Remove and replace existing wood siding with new fiber cement Lap Siding.




Building 1



Building 1



Building 2

<ul style="list-style-type: none"> • Eavestroughs 	<p>Remove and replace all damaged eavestroughs with new prefinished metal, to match the roof system. Install gutter guard screens over all eavestroughs to reduce debris accumulation.</p> <div data-bbox="402 216 948 485">  </div> <div data-bbox="402 489 621 522">Building 1 East Side</div> <div data-bbox="678 489 909 522">Building 1 Front Side</div>
---	--

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Section Photos - Utilities Facilities FireSmart Project – CAP 7452

Building Envelope Condition Assessment
Town of Canmore
Canmore, Alberta (CA)
Report number: Utilities Facilities FireSmart Project – CAP 7452
Date: August 05 2025

Project Status at Time of Review

UB5



Observations

Observation	Description
Overview	
• Address	938 17th Street, Canmore. AB

• **Roof Section Overview**



Building 1



Building 1



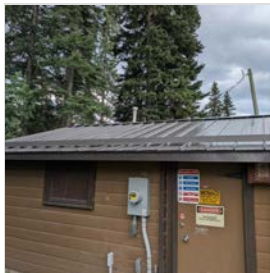
Building 1



Building 1



Building 1



Building 2



Building 2

• **Siding**

Remove and replace existing wood siding with new fiber cement Lap Siding.



Building 1



Building 1



Building 2



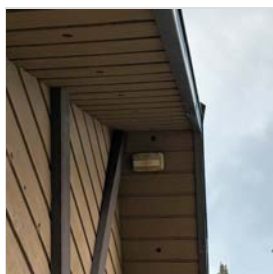
Building 2



Building 2

• **Soffit**

Cover existing wood soffit at all roof overhangs with new prefinished metal soffit panels to match the existing SSMR system.



Building 1



Building 1



Building 2



Building 2

<ul style="list-style-type: none"> • Windows 	<p>Replace single-pane windows with multi-pane or tempered glass.</p> 
--	---

Limitations of this Report:

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Photo Section - Utilities Facilities FireSmart Project – CAP 7452

Building Envelope Condition Assessment
Town of Canmore
Canmore, Alberta (CA)
Report number: Utilities Facilities FireSmart Project – CAP 7452
Date: August 05 2025





Project Status at Time of Review

UB6



Observations

Observation	Description
Overview	
• Address	1251 Palliser Trail, Canmore. AB

<ul style="list-style-type: none"> • Roof Section Overview 	<p>Complete removal of existing wood shingle roof system and install new Standing Seam Metal Roof (SSMR) system.</p> 
<ul style="list-style-type: none"> • Siding 	<p>Remove and replace existing wood siding with new fiber cement Lap Siding.</p> 
<ul style="list-style-type: none"> • Eavestroughs 	<p>Remove and replace all damaged eavestroughs with new prefinished metal, to match the roof system. Install gutter guard screens over all eavestroughs to reduce debris accumulation.</p> 
<ul style="list-style-type: none"> • Vents 	<p>Install screening over or behind all existing exterior vents using 3mm (1/8") non-combustible metal mesh.</p> 

Limitations of this Report:

Site reviews are conducted by BTC Group for the sole purposes of assessing the status of the work observed during the site visit, and to comment on the general conformance of the work with the contract documents. Unless specifically identified as a SITE INSTRUCTION, all instructions or directions given during the site review, or in this

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7.4 CCDC 2 (2020) BASE CONTRACT

CCDC 2

Stipulated Price Contract

2 0 2 0

Name of Project

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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

CCDC 2 STIPULATED PRICE CONTRACT

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- A-2 Agreements and Amendments
- A-3 Contract Documents
- A-4 Contract Price
- A-5 Payment
- A-6 Receipt of and Addresses for Notices in Writing
- A-7 Language of the Contract
- A-8 Succession

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- Change Order
- Construction Equipment
- Consultant
- Contract
- Contract Documents
- Contract Price
- Contract Time
- Contractor
- Drawings
- Notice in Writing
- Owner
- Other Contractor
- Payment Legislation
- Place of the Work
- Product
- Project
- Ready-for-Takeover
- Shop Drawings
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CCDC 2 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. 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 2.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

1.1 perform the *Work* required by the *Contract Documents* for (insert below the description or title of the Work)

located at (insert below the Place of the Work)

for which the Agreement has been signed by the parties, and for which (insert below the name of the Consultant)

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

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

1.3 commence the *Work* by the _____ day of _____ in the year _____ and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover*, 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 bid documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.

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

ARTICLE A-3 CONTRACT DOCUMENTS

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

- Agreement between *Owner* and *Contractor*
- Definitions
- General Conditions

*

** (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the Contractor may rely upon; technical 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; time schedule)*

ARTICLE A-4 CONTRACT PRICE

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

/100 dollars \$

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

/100 dollars \$

4.3 Total amount payable by the *Owner* to the *Contractor* for the *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 *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:

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

5.2 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, 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 5.2.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

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

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

6.3 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 will 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* will be deemed to have been received on the *Working Day* next following such day.

6.4 A *Notice in Writing* sent by any form of electronic communication will 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 will 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.

6.5 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

email address

Contractor

*name of Contractor**

address

email address

Consultant

*name of Consultant**

address

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

name of Owner

signature

signature

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

name of Contractor

signature

signature

name of person signing

name and title of person signing

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

DEFINITIONS

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

Change Directive

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

Change Order

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

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

Construction Equipment

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

Consultant

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

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 from commencement of the *Work* to the date of *Ready-for-Takeover* as stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE WORK.

Contractor

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

Drawings

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

Notice in Writing

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

Owner

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

Other Contractor

Other Contractor means a contractor, other than the *Contractor* or a *Subcontractor*, engaged by the *Owner* for the *Project*.

Payment Legislation

Payment Legislation means such legislation in effect at the *Place of the Work* which governs payment under construction contracts.

Place of the Work

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

Product

Product or Products means material, machinery, equipment, and fixtures forming part of 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.

Ready-for-Takeover

Ready-for-Takeover shall have been attained when the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER have been met, as verified by the *Consultant* pursuant to paragraph 12.1.4.2 of GC 12.1 – READY-FOR-TAKEOVER.

Shop Drawings

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

Specifications

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

Subcontractor

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

Substantial Performance of the Work

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

Supplemental Instruction

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

Supplier

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

Temporary Work

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

Value Added Taxes

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

Work

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

Working Day

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

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 The *Contract Documents* are complementary, and what is required by one shall be as binding as if required by all. Performance by the *Contractor* shall be required only to the extent consistent with the *Contract Documents*.
- 1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating co-ordination and execution of the *Work* by the *Contractor*.
- 1.1.4 The *Contractor* is not responsible for errors, omissions or inconsistencies in the *Contract Documents*. If there are perceived errors, omissions or inconsistencies discovered by or made known to the *Contractor*, the *Contractor* shall promptly report to the *Consultant* and shall not proceed with the work affected until the *Contractor* has received corrected or additional information from the *Consultant*.
- 1.1.5 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 *Owner* and *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 01 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 amended or later dated documents shall govern over earlier documents of the same type.
 - .5 noted materials and annotations shall govern over graphic indications.
- 1.1.6 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.7 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.8 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.9 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.10 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.11 Physical models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

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

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

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Consultant* and the *Contractor*.

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement – PAYMENT, GC 5.3 – PAYMENT and GC 5.5 – FINAL PAYMENT.
- 2.2.5 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to perform the *Work* in accordance with the *Contract Documents*.
- 2.2.6 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.7 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.8 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.9 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.10 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.11 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.
- 2.2.12 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.13 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other submittals by the *Contractor*, in accordance with the *Contract Documents*.

- 2.2.14 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.2.15 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* and verify that *Ready-for-Takeover* has been attained.
- 2.2.16 All certificates issued by the *Consultant* will be to the best of the *Consultant*'s knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.17 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner*'s acceptance.
- 2.2.18 If the *Consultant*'s engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and whose duties and responsibilities under the *Contract Documents* will be that of the former *Consultant*.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

GC 2.4 DEFECTIVE WORK

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

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.

- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to *Other Contractors* and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of *Other Contractors* and the *Owner*'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*;
 - .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 *Contractor* as it affects the *Work*; and
 - .4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of *Other Contractors* or the *Owner*'s own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Contractor* shall:
- .1 afford the *Owner* and *Other Contractors* reasonable opportunity to store their products and execute their work;
 - .2 co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner*'s own forces that are identified in the *Contract Documents*;
 - .3 participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and
 - .4 report promptly to the *Consultant* in writing any apparent deficiencies in the work of *Other Contractors* or of the *Owner*'s own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of *Other Contractors* or *Owner*'s own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 3.2.5 Disputes and other matters in question between the *Contractor* and *Other Contractors* shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the *Other Contractors* have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any *Other Contractor* whose contract with the *Owner* contains a similar agreement to arbitrate. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question initiated by the *Contractor* against *Other Contractors* will be considered disputes and other matters in question between the *Contractor* and the *Owner*.
- 3.2.6 Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 3.3 TEMPORARY WORK

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

GC 3.4 CONSTRUCTION SCHEDULE

3.4.1 The *Contractor* shall:

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

GC 3.5 SUPERVISION

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

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

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

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

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

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

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

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

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

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

GC 3.7 LABOUR AND PRODUCTS

3.7.1 The *Contractor* shall maintain good order and discipline among the *Contractor*'s employees engaged on the *Work* and employ only workers that are skilled in the tasks assigned.

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

3.7.3 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 3.8 SHOP DRAWINGS

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

3.8.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of *Other Contractors* or the *Owner*'s own forces.

- 3.8.3 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.8.4 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.8.5 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.8.6 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.8.7 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

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 the *Work* or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.
- 4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.
- 4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the 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 *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to 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 shall be submitted monthly to the *Owner* and the *Consultant* simultaneously as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form as specified in the *Contract* and supported by such evidence as the *Consultant* may reasonably require.
- 5.2.6 Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of *Payment Legislation*.
- 5.2.7 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.
- 5.2.8 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PAYMENT

- 5.3.1 After receipt by the *Consultant* and the *Owner* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT:
 - .1 The *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* certifies a different amount, or rejects the application or part thereof, the *Owner* shall promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
 - .2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- 5.4.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractors* application:
 - .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.4.3 Subject to the requirements of any *Payment Legislation*, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.
- 5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC 5.3 – PAYMENT.
- 5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.

- 5.4.6 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

GC 5.5 FINAL PAYMENT

- 5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.5.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and when the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner*, with a copy to the *Contractor*.
- 5.5.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
- 5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement – PAYMENT and in any event, in compliance with *Payment Legislation*.

GC 5.6 DEFERRED WORK

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

GC 5.7 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

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

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present to the *Consultant*, in a form that can be reasonably evaluated, 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 the *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 *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- 1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - 2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - 3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the *Change Directive*:

Labour

- 1 rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:
 - (1) trade labour in the direct employ of the *Contractor*;
 - (2) the *Contractor's* personnel when stationed at the field office;
 - (3) the *Contractor's* personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and
 - (4) the *Contractor's* office personnel engaged in a technical capacity, or other personnel identified in Article A-3 of the Agreement – CONTRACT DOCUMENTS for the time spent in the performance of the *Work*;

Products, Construction Equipment and Temporary Work

- 2 cost of all *Products* including cost of transportation thereof;
- 3 in the absence of agreed rates, cost less salvage value of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000 owned by the *Contractor*;
- 4 rental cost of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000;
- 5 cost of all equipment and services required for the *Contractor's* field office;

Subcontract

- 6 subcontract amounts of Subcontractor with pricing mechanism approved by the *Owner*;

Others

- 7 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
- 8 deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;
- 9 cost of quality assurance such as independent inspection and testing services;
- 10 charges levied by authorities having jurisdiction at the *Place of the Work*;
- 11 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
- 12 premium for all contract securities and insurance for which the *Contractor* is required, by the *Contract Documents*, to provide, maintain and pay in relation to the performance of the *Work*;
- 13 losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;
- 14 taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;
- 15 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;
- 16 cost for removal and disposal of waste products and debris;
- 17 legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they are not:
 - (1) relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,
 - (2) the result of the negligent acts or omissions of the *Contractor*, or
 - (3) the result of a breach of this *Contract* by the *Contractor*;
- 18 cost of auditing when requested by the *Owner*; and
- 19 cost of *Project* specific information technology in accordance with the method determined by the parties.

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

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by the *Owner*, 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 *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, resulting in the failure of the *Contractor* to attain *Ready-for-Takeover* by the date stipulated in Article A-1 of the Agreement – THE WORK, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or

- .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly.

6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.

6.5.5 If no schedule is made under paragraph 2.2.12 of GC 2.2 – ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:

- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
- .2 keep such records as may be necessary to support the claim.

6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based and the *Consultant* will 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 *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.

6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

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

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

7.1.2 If the *Contractor* neglects to perform the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:

- .1 commences the correction of the default within the specified time,
- .2 provides the *Owner* with an acceptable schedule for such correction, and
- .3 corrects the default in accordance with the *Contract* terms and with such schedule.

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

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

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

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved

in the first instance by findings of the *Consultant* as provided in GC 2.2 – ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.

- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.3.3 to 8.3.8 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.4 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 ADJUDICATION

- 8.2.1 Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.3.1 In accordance with the rules for mediation as provided in CCDC 40 'Rules for Mediation and Arbitration of Construction Industry Disputes' 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.
- 8.3.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 – ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.3.3 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.
- 8.3.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.3.2, 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 as provided in CCDC 40 in effect at the time of bid closing.
- 8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.3.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.6 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.
- 8.3.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:
- .1 held in abeyance until:
 - (1) *Ready-for-Takeover*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and

- .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.3.6.

GC 8.4 RETENTION OF RIGHTS

- 8.4.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.4.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.3.6 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

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

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

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

- 9.2.6 If the *Owner* and the *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

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

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 The *Contractor* shall be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation.
- 9.4.2 The *Owner* and the *Contractor* shall comply with all health and safety precautions and programs established at the *Place of the Work*.
- 9.4.3 The *Owner* and the *Contractor* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.
- 9.4.4 The *Owner* shall cause the *Consultant*, *Other Contractors* and the *Owner's* own forces to comply with all health and safety precautions and programs established by the *Contractor* at the *Place of the Work*.
- 9.4.5 Nothing in this *Contract* shall affect the determination of liability under the applicable health and safety legislation.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or the *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing,
 - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and

- .3 if the *Owner* and the *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 *Contractor*.
- 9.5.2 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
 - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.3 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
 - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

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

GC 10.3 PATENT FEES

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

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, and again with the *Contractor*'s applications for payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*.

PART 11 INSURANCE

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 'CCDC Insurance Requirements' in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover* on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
 - .3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
 - .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Ready-for-Takeover*;
 - (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, 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*; and
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 - .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Ready-for-Takeover*.
 - .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except

that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;

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

- .7 *Contractors' Equipment Insurance* from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
- .8 *Contractors' Pollution Liability Insurance* from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.

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

11.1.6 If a revised version of CCDC 41 is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.

11.1.7 If a revised version of CCDC 41 is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.

11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41.

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:

- .1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.
- .2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.
- .3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.
- .4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.
- .5 Make available a copy of the as-built drawings completed to date on site.
- .6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.
- .7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.
- .8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.

12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.

12.1.3 When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* list and application:

- .1 advise the *Contractor* in writing that the *Work* is not *Ready-for-Takeover* and give reasons why, or
- .2 confirm the date of *Ready-for-Takeover* in writing to each of the *Owner* and the *Contractor*.

12.1.5 Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

12.1.6 The provision of GC 12.1 – READY-FOR-TAKEOVER shall be subject to GC 12.2 – EARLY OCCUPANCY BY THE OWNER.

GC 12.2 EARLY OCCUPANCY BY THE OWNER

12.2.1 The *Owner* may take occupancy of a part or the entirety of the *Work* before *Ready-for-Takeover* has been attained only as agreed by the *Contractor* which agreement shall not be unreasonably withheld.

12.2.2 The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.

12.2.3 If the *Owner* takes occupancy of a part of the *Work* before *Ready-for-Takeover* has been attained:

- .1 The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
- .2 The *Contractor* shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the *Owner*.
- .3 The warranty period specified in paragraph 12.3.1 of GC 12.3 – WARRANTY for that part of the *Work* shall start from the date on which it is occupied.

12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve *Ready-for-Takeover*. This shall not relieve the *Contractor*'s responsibility to complete the *Work* in a timely manner.

GC 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date when *Ready-for-Takeover* has been attained.

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

12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.

12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

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

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

13.1.1 Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose negligent 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 *Ready-for-Takeover* date or within such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.

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

- 13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the minimum liability insurance limit for one occurrence, of the applicable insurance policy, as referred to in CCDC 41 in effect at the time of bid closing.
 - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
 - .3 In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.
 - .4 In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.
- 13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.
- 13.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 13.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
 - .2 arising out of the *Contractor*'s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 13.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based become known; and
 - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 13.2 WAIVER OF CLAIMS

- 13.2.1 Subject to any lien legislation applicable to the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* under the *Contract*, 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 *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 20 calendar days following the *Ready-for-Takeover* date, whichever is later;
 - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC 13.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.2 The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover* date except for:
- .1 indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1.2 and 13.2.1.3; and
 - .2 claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.3 Subject to any lien legislation applicable to the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* under the *Contract*, 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 *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the *Ready-for-Takeover* date;

- .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC 13.1 – INDEMNIFICATION;
 - .4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 – WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3.4, and notwithstanding paragraph 13.2.3.5, the *Owner* waives and releases the *Contractor* from all claims except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the *Ready-for-Takeover* date, provided that any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- 13.2.5 The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
- .1 indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.2.3.2;
 - .2 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3.3;
 - .3 claims arising under GC 12.3 – WARRANTY; and
 - .4 claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.6 "Notice in Writing of claim" as provided for in GC 13.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 13.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of an 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.
- 13.2.7 A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Contract*.
- 13.2.8 The party giving the *Notice in Writing* of claim as provided for in GC 13.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 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 such claim 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.
- 13.2.10 Nothing in GC 13.2 – WAIVER OF CLAIMS shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.

7.5 SUPPLEMENTAL CONDITIONS FOR THE CCDC 2 (2020) CONTRACT

CCDC 2 – 2020 – STIPULATED PRICE CONTRACT
SUPPLEMENTARY CONDITIONS

Name of Project: Canmore Fire Station

The following amendments are incorporated as Supplementary Conditions to the Agreement made the ___ day of _____, 20__.

Where an Article, Definition or General Condition or paragraph thereof of the Agreement is completely deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

ARTICLE A-9 – CONFIDENTIALITY

Add new Article A-9 – Confidentiality:

A9.1 The *Contractor* agrees to ensure that it shall, both during or following the term of the *Contract*, maintain the confidentiality and security of all *Confidential Information* and *Personal Information*, and that it shall not directly or indirectly disclose, destroy, exploit, or use any *Confidential Information* or *Personal Information*, except where required by law, without first obtaining the written consent of the *Owner*. The *Contractor* may disclose any portion of the *Contract Documents* or any other information provided to the *Contractor* by the *Owner* to any *Subcontractor* or *Supplier* if the *Contractor* discloses only such information as is necessary to fulfill the purposes of the *Contract* and the *Contractor* has included a commensurate confidentiality provision in its contract with the *Subcontractor* or *Supplier*. The *Contractor* acknowledges that it will comply with all requirements of the *Personal Information Protection Protection Act*, sa 2003, c P-6.5, as amended. The *Contractor* acknowledges that the *Owner* is bound by the provisions of the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c f-25, as amended ("FOIPPA"). The *Contractor* further acknowledges that the *Owner* may be required to disclose any or all of the *Confidential Information* or *Personal Information* in the event that it is compelled to do so by law, through a request under FOIPPA or by the rules of any applicable regulatory authority.

DEFINITIONS

Add the following definitions:

Confidential Information

Confidential Information means all the information or material of the *Owner* that is of a proprietary or confidential nature, whether it is identified as proprietary or confidential or not, including but not limited to information and material of every kind and description (such as drawings and move-lists) which is communicated to or comes into the possession or control of the *Contractor* at any time.

Confidential Information shall not include information that:

- .1 is or becomes generally available to the public without fault or breach on the part of the *Contractor*, including without limitation breach of any duty of confidentiality owed by the *Contractor* to the *Owner* or to any third party, but only after that information becomes generally available to the public;
- .2 the *Contractor* can demonstrate to have been rightfully obtained by the *Contractor* from a third party who had the right to transfer or disclose it to the *Contractor* free of any obligation of confidence;
- .3 the *Contractor* can demonstrate to have been rightfully known to or in the possession of the *Contractor* at the time of disclosure, free of any obligation of confidence; or
- .4 is independently developed by the *Contractor* without use of any *Confidential Information*.

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Personal Information

Personal Information means personal information as that term is defined in the *Freedom of Information and Protection of Privacy Act*, and any and all personal health information of an individual, whether recorded in printed form, on film, by electronic means, or otherwise.

Proper Invoice

Proper Invoice for the purpose of this agreement means an invoice that complies with applicable *Payment Legislation* and which includes the following:

- .1 a breakdown of the invoice amount by trade or division as required by the specifications,
- .2 an updated schedule in a form and level of detail acceptable to the *Owner* showing the percentage complete on each task,
- .3 Worker's Compensation Board clearances showing current coverage,
- .4 a Statutory Declaration in the form of CCDC 9A 2018 for every invoice after the first invoice,
- .5 the *Owner's* and *Contractor's* full legal names,
- .6 the purchase order number, tax registration number and project number applicable to the *Work*,
- .7 the aggregate amount of holdbacks retained by the *Owner* under the *Contract* including the amount retained under the *Proper Invoice* and separately the amount of the holdbacks retained under and applicable to the *Proper Invoice*; and
- .9 No other invoice may be combined with the *Proper Invoice*.

GC 1.1 CONTRACT DOCUMENTS

Delete paragraph 1.1.3 in its entirety and substitute new paragraph 1.1.3:

1.1.3 The Contractor shall review the Contract Documents and shall report promptly to the Consultant any error, inconsistency or omission the Contractor may discover.

- .1 Such review by the *Contractor* shall be undertaken with the standard of care described in paragraph 3.9.1 of the *Contract*. Except for its obligation to make such review and report the result, the *Contractor* does not assume any responsibility to the *Owner* or to the *Consultant* for the accuracy of the *Contract Documents*. If the *Contractor* does discover any error, inconsistency, or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.
- .2 If, at any time, the *Contractor* finds errors, omissions, or inconsistencies in the *Contract Documents* or has any doubt as to the meaning or intent of any part thereof, the *Contractor* shall immediately notify the *Consultant*, and request a *Supplemental Instruction, Change Order, or Change Directive*, as the case may require.
- .3 Neither the *Owner* nor the *Consultant* will be responsible for the consequences of any action of the *Contractor* based on oral instructions.

Add new sentence to the end of paragraph 1.1.9:

"The *Specifications* are divided into divisions and sections for convenience but shall be read as a whole. Neither such division nor anything else contained in the *Contract Documents* will be construed to place responsibility on the *Consultant* to settle disputes among the *Subcontractors* and *Suppliers* or as between them and the *Contractor* with respect to such divisions."

GC 1.3 RIGHTS AND REMEDIES

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Delete the word “No” from the beginning of paragraph 1.3.2 and substitute the words:

1.3.2 “Except with respect to the notice requirements set out in paragraphs 6.4.1, 6.5.4, and 6.6.1, no ...”.

GC 1.4 ASSIGNMENT

Delete paragraph 1.4.1 in its entirety and substitute new paragraph 1.4.1:

1.4.1 The *Contractor* may not assign the *Contract* or a portion thereof without the consent of the *Owner*, and the granting of such consent shall be in the *Owner's* absolute discretion.

GC 2.4 DEFECTIVE WORK

Add new subparagraphs 2.4.1.1 and 2.4.1.2:

2.4.1.1 The *Contractor* shall rectify, in a manner acceptable to the *Owner* and the *Consultant*, all defective work and deficiencies throughout the Work, whether or not they are specifically identified by the *Owner* or the *Consultant*.

2.4.1.2 When applicable, the *Contractor* shall give priority to the correction of any defective work or deficiencies which the *Owner* determines adversely affect its day-to-day operations.

GC 3.1 CONTROL OF THE WORK

Add new paragraph 3.1.3 and 3.1.4:

3.1.3 Prior to commencing the *Work*, the *Contractor* shall verify, at the *Place of the Work*, all relevant measurements and levels necessary for the proper completion of the *Work* and shall further carefully compare such field measurements and conditions with the requirements of the *Contract Documents*. Where dimensions are not included or exact locations are not apparent in the *Contract Documents*, the *Contractor* shall immediately notify the *Consultant* in writing and obtain *Supplemental Instructions* from the *Consultant* before proceeding with any part of the affected *Work*.

3.1.4 The *Contractor* shall at all times perform the services required hereunder as diligently and expeditiously as is **consistent with the standard of care identified in supplementary condition 3.9 and** the orderly progress of the *Work*, and in accordance with the *Contract Time* and any revisions thereto, in order to maintain the desired development and construction schedule for the *Project*, and in order not to delay the *Work* or any project. The *Contractor* shall at all times provide sufficient personnel to accomplish its services within the time limits required by the *Owner*.

GC 3.4 CONSTRUCTION SCHEDULE

Add the following to paragraph 3.4.1.1 after the words “a construction schedule:
“as stipulated by the *Contract Documents*,”

Add the following subparagraph 3.4.1.4:

“provide the expertise, resources, labour and equipment, as are necessary to maintain progress under the current construction schedule accepted by the *Owner*, ”

Add new paragraphs 3.4.2 and 3.4.3:

3.4.2 If, at any time, it should appear to the *Owner* or the *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, or if the *Contractor* has given notice of such to

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the *Owner* or the *Consultant* pursuant to subparagraph 3.4.1.3, the *Contractor* shall take appropriate steps to cause the actual progress of the *Work* to conform to the schedule or minimize the resulting delay and shall produce and present to the *Owner* and the *Consultant* a recovery plan demonstrating how the *Contractor* will achieve the recovery of the schedule. If the *Contractor* intends to apply for a change in the *Contract Price* in relation to a schedule recovery plan, then the *Contractor* shall proceed in accordance with General Condition 6.5 – DELAYS.

- 3.4.3 The *Contractor* shall make allowance in the *Construction Schedule* for the implementation of the *Owner's* tenant improvements; the staged installation of the *Owner's* furniture, fixtures, and equipment; and the *Owner's* sequential occupancy, all in accordance with the *Owner's* Master Project Schedule.

GC 3.5 SUPERVISION

Delete paragraph 3.5.1 in its entirety and substitute new paragraph 3.5.1:

- 3.5.1 The *Contractor* shall provide all necessary supervision and appoint competent representatives who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representatives shall not be changed except for valid reasons, and upon the *Contractor* obtaining the *Owner's* written consent, which consent will not be unreasonably withheld.

Add new paragraph 3.5.3:

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

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

Delete paragraph 3.6.3 in its entirety and substitute new paragraph 3.6.3:

- 3.6.3 The *Contractor* agrees not to change Subcontractors without the prior written approval of the *Owner*, which approval will not be unreasonably withheld.

GC 3.7 LABOUR AND PRODUCTS

Delete paragraph 3.7.3 and substitute with new paragraph 3.7.3:

- 3.7.3 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new and as specified. The *Contractor* shall not provide substitutions for specified *Products* without the express written consent of the *Consultant* and the *Owner*.

Add new paragraph 3.7.4:

- 3.7.4 The *Contractor* is responsible for the safe on-site storage of *Products* and their protection (including *Products* supplied by the *Owner* and other contractors to be installed under the *Contract*) in such ways as to avoid dangerous conditions or contamination to the *Products* or other persons or property and in locations at the *Place of the Work* to the satisfaction of the *Owner* and the *Consultant*. The *Owner* shall provide all relevant information on the *Products* to be supplied by the *Owner*.

GC 3.9 PERFORMANCE BY THE CONTRACTOR

Add new General Condition 3.9:

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GC 3.9 PERFORMANCE BY CONTRACTOR

- 3.9.1 In performing its services and obligations under the *Contract*, the *Contractor* shall exercise the standard of care, skill, and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar **projects in Alberta**. The *Contractor* acknowledges and agrees that throughout the *Contract*, the performance of the *Contractor's* obligations, duties, and responsibilities shall be judged against this standard. The *Contractor* shall exercise the same standard of care, skill, and diligence in respect of any *Products*, personnel, or procedures which it may recommend to the *Owner*.
- 3.9.2 The *Contractor* further represents, covenants and warrants to the *Owner* that:
- .1 the personnel it assigns to the *Project* are appropriately experienced;
 - .2 it has a sufficient staff of qualified and competent personnel to replace any of its appointed representatives, subject to the *Owner's* approval, in the event of death, incapacity, removal or resignation; and
 - .3 there are no pending, threatened or anticipated claims that would have a material effect on the financial ability of the *Contractor* to perform its work under the *Contract*.

GC 3.10 RIGHT OF ENTRY

Add new General Conditions 3.10:

GC 3.10 RIGHT OF ENTRY

- 3.10.1 The *Owner* shall have the right to enter or occupy the *Work* in whole or in part for the purpose of placing fittings and equipment or for other uses before *Substantial Performance of the Work or Ready-for-Takeover*, if, in the reasonable opinion of the *Consultant* and *Contractor*, such entry or occupation does not prevent or substantially interfere with the *Contractor's* completion of the *Contract* within the *Contract Time*. Such entry or occupation shall not be considered as acceptance of the *Work* or in any way relieve the *Contractor* from responsibility to complete the *Contract*.

GC 4.1 CASH ALLOWANCES

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

Revise the heading, "GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER" to read:
"GC 5.1 FINANCING INFORMATION REQUIRED".

Delete paragraph 5.1.1 in its entirety and substitute new paragraph 5.1.1:

- 5.1.1 The *Owner* and *Contractor* shall provide each other with timely *Notice in Writing* of any material change in their financial ability to fulfil their respective obligations under the *Contract*.

Delete paragraph 5.1.2 in its entirety.

GC 5.2 APPLICATIONS FOR PAYMENT

Add to the end of paragraph 5.2.8 the following new sentence:

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“Any *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall remain at the risk of the *Contractor* notwithstanding that title has passed to the *Owner* pursuant to General Condition 14.1 - OWNERSHIP OF MATERIALS.”

GC 5.3 PAYMENT

Add new paragraph 5.3.2:

5.3.2 The *Owner* may retain a reasonable amount from any progress payment for the value of deliverables that are required under the *Contract* but have not been delivered as of the invoice date.

Add new paragraph 5.3.3:

5.3.3 The *Owner* may retain an amount equal to 2 % from each amount claimed under General Condition 5.2 pending confirmation from the *Consultant* of there being no deficiencies with the deliverables received by the *Owner* in relation to the *Contractor's* claim for payment.

Add new paragraph 5.3.4:

5.3.4 The holdback for undelivered *Work* in GC 5.3.2 and the holdback for deficiencies provided in GC 5.3.3 shall be separate from any holdback for the purpose of lien legislation or Payment Legislation provided by GC 5.4.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT HOLDBACK

Add new paragraph 5.4.7:

5.4.7 Together with the submission of its written application for *Substantial Performance of the Work*, the *Contractor* shall submit to the *Consultant* and to the *Owner* a statutory declaration setting forth in reasonable detail any then outstanding and unresolved disputes or claims between the *Contractor* and any *Subcontractor* or *Supplier*, including any claims allegedly arising from delay, which are, directly or indirectly, related to any then outstanding or anticipated disputes or claims between the *Contractor* and the *Owner*, and this disclosure shall, at a minimum:

- .1 identify the parties involved;
- .2 identify the amount in dispute;
- .3 provide a brief statement summarizing the position of each party;
- .4 include copies of any correspondence or documents in support of either party's position;
- .5 include copies of any documents of any court or arbitration process related to the matter;
- .6 identify the dispute or claim between the *Contractor* and the *Owner* to which the matter relates; and
- .7 include a copy of any written agreement or a summary of any oral agreement between the parties related to resolution of the matter.

The disclosure requirements detailed herein are of a continuing nature and survive completion of the *Work*. Accordingly, the *Contractor* shall supplement the information provided with the original statutory declaration with additional materials pertaining to new or existing disputes or claims, as they become available.

GC 5.5 FINAL PAYMENT

Delete from the first line of paragraph 5.5.2 the words, “calendar days” and substitute the words:
“Working Days”.

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Delete from paragraph 5.5.4 the words, “calendar days” and substitute the words:
“Working Days”.

Add new paragraph 5.5.5:

- 5.5.5 Notwithstanding 5.5.4, the *Owner* shall retain a lien holdback on the finishing work in accordance with the lien legislation applicable to the *Place of the Work*, which shall become due in accordance with 5.4.3 and the *Contractor* shall submit an application for payment of the lien holdback amount for the finishing work in accordance with 5.4.4.

GC 6.1 OWNER’S RIGHT TO MAKE CHANGES

Add the following to paragraph 6.1.2:

“All such changes require approval by a representative of the *Owner* with proper signing authority.”

GC 6.2 CHANGE ORDER

Delete paragraph 6.2.1 in its entirety and substitute new paragraph 6.2.1:

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* shall provide the *Contractor* with written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*. The *Contractor* shall also provide the following:
- .1 The method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, from the *Subcontractors* on the *Subcontractors’* letterhead.
 - .2 Quotations submitted by the *Subcontractors* and the *Contractor* shall have a complete breakdown for all items of material, a total number of hours for labour, and a dollar rate applied against individual material items and labour quantities.”

Delete from line 1 of Paragraph 6.2.2 “or to the method to be used to determine the adjustments”.

Add the following paragraphs:

- 6.2.3 Unit prices included in the *Contract*, or prices pro rata thereto, will be used in the first instance in pricing changes.
- 6.2.4 Where work is added pursuant to GC 6.2 *Change Order* or GC 6.3 *Change Directive*, the *Contract Price* shall be increased only by the net actual value of the work added including taxes, but excluding *Value Added Taxes*, plus the following, identified and applied separately:
- .1 *Contractor’s* mark-up on work by its own forces:
Overhead: 5%
Profit: 5%
 - .2 *Contractor’s* mark-up on *Subcontractor’s* work:
Overhead: 5%
Profit: 5%
 - .3 *Subcontractor’s* mark-up on its own work:
Overhead: 5%
Profit: 5%
- 6.2.5 The *Contractor’s* overhead includes without limitation all site and head office costs including head office personnel, insurance and bonding (except where additional bonding is at the *Owner’s* expense pursuant to paragraph 11.2.3), traveling costs, financing costs including those related to holdback; the salaries,

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premiums for overtime or shift time unless otherwise approved by the *Owner* in writing prior to the *Work* being performed, and other miscellaneous employee benefits of superintendents and sub-trade superintendence, engineers, timekeepers, accountants, clerks, watch persons and security, office administration; processing correspondence, changes, shop drawings, engineering, *As-Built Drawings*, maintenance manuals and all other documents required to be provided prior to certification of *Substantial Performance* of the *Work*, costing and accounting, payroll, technical staff, and all other site supervision staff above foreperson employed directly on the *Work*; coordination with other trades affected, use of temporary offices, plant, tools and equipment including operators, sheds, storage compounds and other general temporary site support facilities and all utilities used therein; first aid, safety and protection measures, including training; licences and permits; scheduling; temporary protection; daily clean up; disposal; garbage chute; scaffolding; hoisting and unloading; commissioning; cutting and patching, and shall be applied to both extras and credits equally.

- 6.2.6 Labour costs shall be the actual, prevailing rates at the *Place of Work* paid to the workers, plus payroll burdens, where payroll burdens are limited to payments in respect of the employer contribution to workers compensation payments, vacation pay, employment insurance premiums, sickness and accident insurance and pension fund contributions.
- 6.2.7 Quotations for changes to the *Work* shall be accompanied by itemized breakdowns together with detailed, substantiating quotations or cost vouchers from *Subcontractors* and *Suppliers*.
- 6.2.8 Unit and alternative prices included in the *Contract* include supply, installation, *Products*, equipment, services, materials, labour, Overhead, profit and taxes, but exclude Value Added Taxes.
- 6.2.9 The *Owner*, through the *Consultant*, reserves the right to authorize payment for changes in the *Work* by means of cash allowance disbursement authorizations.
- 6.2.10 When both additions and deletions covering related work or substitutions are involved in a change to the *Work*, payment, including overhead and profit, shall be calculated on the basis of the net difference, if any, with respect to that change in the *Work*.
- 6.2.11 If any change or deviation in, or omission from the *Work* is made by which the amount of *Work* to be performed is decreased, or if the whole or a portion of the *Work* is dispensed with, no compensation is claimable by the *Contractor* for any loss of anticipated profit in respect thereof.

GC 6.3 CHANGE DIRECTIVE

Amend paragraph 6.3.6 by deleting subparagraphs 6.3.6.1 to 6.3.6.3 inclusive and amending the preamble so that it reads:

“The adjustment to the *Contract Price* for a change carried out by way of *Change Directive* shall be determined on the basis of the net costs of the *Contractor's* actual expenditures and savings attributable to the *Change Directive* valued in accordance with paragraph 6.3.7 and paragraph 6.1.4”

Add the following to 6.3.7.1(2):

“...and carrying out the change in the *Work*, including necessary supervisory services;”

Delete subparagraph 6.3.7.1(3) and replace it with:

“(3) intentionally left blank.”

Delete subparagraphs 6.3.7.13, 6.3.7.17, 6.3.7.18 and 6.3.7.19 and replace with ‘intentionally left blank’

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

Add new paragraph 6.4.5:

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- 6.4.5 If the *Contractor* was given access to the *Place of the Work* prior to the submission of the bid on which the *Contract* was awarded, then the *Contractor* confirms that it carefully investigated the *Place of the Work* and, in doing so, applied to that investigation the degree of care and skill required by paragraph 3.9.1. In those circumstances, notwithstanding the provisions of paragraph 6.4.1, the *Contractor* is not entitled to an adjustment to the *Contract Price* or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such careful investigation, or which could have been reasonably inferred from the material provided with the *Contract Documents*. In those circumstances, should a claim arise, the *Contractor* will have the burden of establishing that it could not have discovered the materially different conditions from a careful investigation because of restrictions placed on its access or inferred the existence of the conditions from the material provided with the *Contract Documents*.

GC 6.5 DELAYS

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

“, but excluding any consequential, indirect or special damages.”

Amend the last sentence of paragraph 6.5.2 to read:

“The *Contractor* shall be reimbursed by the *Owner* for the *Contractor*’s actual, direct costs necessarily incurred by the *Contractor* as a result of the delay subject to, and in accordance with, the provisions of GC 6.5.5.”

Add the following paragraphs:

- 6.5.6 If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Contractor* or anyone employed or engaged by the *Contractor* directly or indirectly, or by any cause within the *Contractor*’s control, then, subject to GC 3.4.2 of GC 3.4 – CONSTRUCTION SCHEDULE, the *Contract Time* may be extended for such reasonable time as the *Consultant* may decide in consultation with the *Contractor*. The *Owner* shall be reimbursed by the *Contractor* for all reasonable costs incurred by the *Owner* as the result of such delay, including all services required by the *Owner* from the *Consultant* as a result of such delay by the *Contractor* and, in particular, the cost of the *Consultant*’s services during the period between the *Ready-For-Takeover* date stated in paragraph 1.3 of Article A-1 – THE WORK herein as the same may be extended through the provisions of these General Conditions and any later, actual *Ready-For-Takeover* date achieved by the *Contractor*.
- 6.5.7 During any suspension of the *Work* or any construction or building operations, for whatever reason, the *Contractor* shall maintain adequate surveillance of the *Work* and undertake such maintenance and protection of the *Work* as may be necessary to maintain health and safety and, when possible, to protect *Products*, materials, plant and equipment already installed in the *Work* or delivered to the *Place of the Work*. The *Contractor* shall be responsible for the security, care, maintenance and protection of the *Work* in the event of any such shut down or interruption in the performance of the *Work*.
- 6.5.8 If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Contractor* or anyone for whom the *Contractor* is responsible, then the *Contractor* shall be responsible to put in place any scheduled recovery plan to recover and prevent lost time in accordance with paragraph 3.4.2 of GC 3.4 – CONSTRUCTION SCHEDULE.

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

Delete paragraph 7.1.6 and substitute the following:

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- 7.1.6 In addition to its right to terminate the *Contract* set out herein, the *Owner* may terminate the *Contract* at any time for any other reason or no reason and without cause upon giving the *Contractor* THIRTY (30) days notice through a *Notice in Writing* which shall include the date on which the *Contract* is terminated. In such event, the *Contractor* shall be entitled to be paid for all *Work* performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment* as a result of the termination of the *Contract*, but in no event shall the *Contractor* be entitled to be compensated for any loss of profit on unperformed portions of the *Work*, or any indirect, special, or consequential damages in relation to termination of the *Contract*.

Add the following new paragraphs:

- 7.1.7 The *Owner* may suspend *Work* under this *Contract* at any time for any reason or no reason and without cause upon providing the *Contractor* with *Notice in Writing* to that effect. In such event, the *Contractor* shall be entitled to be paid for all *Work* performed to the date of suspension and be compensated for all actual costs incurred arising from the suspension, including reasonable profit, for loss sustained upon *Products* and *Construction Equipment* as a result of the suspension of the *Work*, but in no event shall the *Contractor* be entitled to be compensated for any indirect, special, or consequential damages in relation to the suspension of the *Work*. In the event that the suspension continues for more than 180 calendar days, the *Contract* shall be deemed to be terminated and the provisions of paragraph 7.1.6 shall apply.
- 7.1.8 In the case of either a termination of the *Contract*, or a suspension of the *Work* under General Condition 7.1 - OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT or General Condition 7.2 - CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the *Contractor* shall use its best commercial efforts to mitigate the financial consequences to the *Owner* arising out of the termination or suspension, as the case may be.
- 7.1.9 Upon the resumption of the *Work* following a suspension under General Condition 7.1 - OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT or General Condition 7.2 - CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the *Contractor* will endeavour to minimize the delay and financial consequences arising out of the suspension.
- 7.1.10 The *Contractor's* obligation under the *Contract* as to quality, correction, and warranty of the *Work* performed by the *Contractor* up to the time of termination or suspension shall continue after such termination of the *Contract* or suspension of the *Work*.
- 7.1.11 Without limiting the foregoing in this section, a finding on a security check that is incompatible with ensuring the achievement of any of the following objectives is a security problem and may be justification for termination if not corrected:
- (a) the *Contractor's* ability to provide the *Work* in accordance with the *Contract*;
 - (b) the safety of the *Owner's* directors, officers, appointees, employees, agents or consultants, as well as the *Contractor's* directors, officers, employees, agents, consultants or *Subcontractors*, the *Owner's* clients and their directors, officers, appointees, employees, agents, consultants or subcontractors, as well as any *Subcontractor's* directors, officers, employees, agents, consultants or sub-subcontractors, and the public;
 - (c) the reputation of or public confidence in the *Owner*;
 - (d) the security of the *Owner's* financial assets and revenue;
 - (e) the security of any real property owned, controlled or managed by the *Owner*;
 - (f) the security of any other property owned, controlled, managed or licensed by the *Owner*;
 - (g) the security, confidentiality or integrity of the *Owner's* Confidential Information and the integrity of any other materials held by the *Owner*.

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

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Delete paragraph 7.2.2 in its entirety.

Delete subparagraph 7.2.3.1 in its entirety.

Delete subparagraph 7.2.3.3 in its entirety and substitute new subparagraph 7.2.3.3:

7.2.3.3 the *Owner* fails to pay the *Contractor* when due the amount certified by the *Consultant* or awarded by arbitration or a court, except where the *Owner* has a bona fide claim for set off, or

Delete from subparagraph 7.2.3.4, the words:

" , except for General Condition 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER,"

Delete from the end of paragraph 7.2.4 the words "or terminate the *Contract*" and substitute the words:

7.2.4 "until the default is corrected, provided, however, that in the event of such suspension, the provisions of subparagraph 7.1.10 shall apply. If the *Contractor's Notice in Writing* to the *Owner* was given pursuant to subparagraph 7.2.3.3, then, **60 days** after the delivery of the *Notice in Writing*, the *Contractor* may terminate the *Contract*, provided, however, that in the event of such termination, the provisions of subparagraph 7.1.10 shall apply.

GC 8.1 AUTHORITY OF THE CONSULTANT

Delete last sentence of 8.1.3 and substitute the following sentence:

"If it is subsequently determined that such instructions were at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond the requirements of the *Contract Documents*, including costs resulting from interruption of the *Work*."

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

Delete paragraphs 8.3.6, 8.3.7 and 8.3.8 in their entirety and substitute new paragraph 8.3.6:

8.3.6 When a dispute has not been resolved through negotiation or mediation, within 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may give a *Notice in Writing* to the other party and to the *Consultant* inviting the other party to agree to submit the dispute to be finally resolved by arbitration, pursuant to provisions of the *Arbitration Act*. If the other party wishes to accept the invitation to submit the dispute to arbitration, it shall so indicate by the delivery of a responding *Notice in Writing* within 10 *Working Days* of receipt of the invitation. If, within the required times, no invitation is made or, if made, is not accepted, either party may refer the dispute to the courts or to any other form of dispute resolution, including arbitration, which the parties may agree to use.

Add the following new paragraphs 8.3.9, 8.3.10, 8.3.11, 8.3.12., 8.3.13., and 8.3.14.

8.3.9 Within five days of receipt of the notice of arbitration by the responding party under paragraph 8.3.6, the *Owner* and the *Contractor* shall give the *Consultant* a written notice containing:

- (a) a copy of the notice of arbitration
- (b) a copy of supplementary conditions 8.3.9 to 8.3.14 of this *Contract*, and;
- (c) any claims or issues which the *Contractor* or the *Owner*, as the case may be, wishes to raise in relation to the *Consultant* arising out of the issues in dispute in the arbitration

8.3.10 The *Owner* and the *Contractor* agree that the *Consultant* may elect, within ten days of receipt of the notice under paragraph 8.3.9, to become a full party to the arbitration under paragraph 8.3.6 if the *Consultant*:

- (a) has a vested or contingent financial interest in the outcome of the arbitration;
- (b) gives the notice of election to the *Owner* and the *Contractor* before the arbitrator is appointed;
- (c) agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.3.6, and,

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- (d) agrees to be bound by the arbitral award made in the arbitration.
- 8.3.11 If an election is made under paragraph 8.3.10, the *Consultant* may participate in the appointment of the arbitrator and, notwithstanding the rules referred to in paragraph 8.3.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.
- 8.3.12 The arbitrator in the arbitration in which the *Consultant* has elected under paragraph 8.3.10 to become a full party may:
- (a) on application of the *Owner* or the *Contractor*, determine whether the *Consultant* has satisfied the requirements of paragraph 8.3.10, and;
 - (b) make any procedural order considered necessary to facilitate the addition of the *Consultant* as a party to the arbitration.
- 8.3.13 The provisions of paragraph 8.3.9 shall apply mutatis mutandis to written notice to be given by the *Consultant* to any sub-consultant;
- 8.3.14 In the event of notice of arbitration given by the *Consultant* to a sub-consultant, the sub-consultant is not entitled to any election with respect to the proceeding as outlined in 8.3.10, and is deemed to be bound by the arbitration proceeding.

GC 9.1 PROTECTION OF WORK AND PROPERTY

Delete subparagraph 9.1.1.1 in its entirety and substitute new subparagraph 9.1.1.1:

“9.1.1.1 errors or omissions in the *Contract Documents* which the *Contractor* could not have discovered applying the standard of care described in paragraph 3.9.1;”

Delete paragraph 9.1.2 in its entirety and substitute the following new paragraph 9.1.2:

- 9.1.2 Before commencing any *Work*, the *Contractor* shall take all necessary steps to determine the locations of all underground utilities and structures. Without limitation, necessary steps shall include reference to the *Contract Documents*, making an inspection of the *Place of the Work*, reviewing land title registrations, using public and private utility locating services, and exercising the degree of care and skill described in paragraph 3.9.1. The *Owner* makes no representation or warranty as to the accuracy or correctness of utility locations in the *Contract Documents*.

Add new paragraph 9.1.5:

- 9.1.5 With respect to any damage to which paragraph 9.1.4 applies, the *Contractor* shall neither undertake to repair or replace any damage whatsoever to the work of other contractors, or to adjoining property, nor acknowledge that the same was caused or occasioned by the *Contractor*, without first consulting the *Owner* and receiving written instructions as to the course of action to be followed from either the *Owner* or the *Consultant*. Where, however, there is danger to life, the environment, or public safety, the *Contractor* shall take such emergency action as it deems necessary to remove the danger.”

Add new paragraph 9.1.6:

- 9.1.6 The *Contractor* shall be responsible for securing the *Place of Work* at all times and shall take all reasonable precautions necessary to protect the *Place of Work*, its contents, materials (including *Owner*-supplied materials) and the public from loss or damage during and after working hours. Where the *Consultant* or the *Owner* deems the provision of security guard services to be necessary, the *Contractor* shall provide those services at the *Owner's* expense.”

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

GC 9.4 CONSTRUCTION SAFETY

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Add new paragraphs 9.4.6:

- 9.4.6 The *Contractor* shall indemnify and save harmless the *Owner*, its agents, officers, directors, employees, consultants, successors, appointees, and assigns from and against the consequences of any and all safety infractions committed by the *Contractor* under the *Occupational Health and Safety Act*, including the payment of legal fees and disbursements on a solicitor and client basis. Such indemnity shall apply to the extent to which the *Owner* is not covered by insurance, provided that the indemnity contained in this paragraph shall be limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect or special damages.

GC 9.5 MOULD

Add to subparagraph 9.5.2.3 immediately before the comma, the following new words:

"and as a result of the delay"

GC 10.1 TAXES AND DUTIES

Add new paragraph 10.1.3:

- 10.1.3 Where the *Owner* is entitled to an exemption or a recovery of sales taxes, customs duties, excise taxes or *Value Added Taxes* applicable to the *Contract*, the *Contractor* shall, at the request of the *Owner*, assist with application for any exemption, recovery or refund of all such taxes and duties and all amounts recovered or exemptions obtained shall be for the sole benefit of the *Owner*. The *Contractor* agrees to endorse over to the *Owner* any cheques received from the federal or provincial governments, or any other taxing authority, as may be required to give effect to this paragraph.

GC 10.2 LAWS, NOTICES, PERMITS AND FEES

Delete from the first line of paragraph 10.2.5 the word, "The" and substitute the words:

"Subject to paragraph 1.1.3 and 3.9.1, the".

GC 10.4 WORKERS' COMPENSATION

Add new paragraph 10.4.2 as follows:

- 10.4.2 The *Contractor* shall ensure that each *Subcontractor* complies with the workers' compensation legislation at the *Place of the Work* and that all *Subcontractors* purchase worker's compensation coverage, whether or not required to do so under the applicable legislation."

Add new paragraph 10.4.3 as follows:

- 10.4.3 Where a *Subcontractor* is not required to participate in the insurance plan provided for under the workers' compensation legislation, the *Contractor* shall require the *Subcontractor* to provide a sworn declaration of its exemption as a condition of the *Subcontractor's* admission to the *Place of Work*. When requested by the *Owner*, the *Contractor* shall require the *Subcontractor* to provide a letter of exemption under the workers' compensation legislation."

GC 11.1 INSURANCE

Add to the end of paragraph 11.1.1.2 the following new words:

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11.1.1.2 “In addition, this policy shall include coverage for non-owned automobiles.”

Add the following words at the end of 11.1.1.8:

“, with an aggregate limit of not less than \$5 million within any policy year, and shall be in the joint names of the *Contractor* and the *Owner*.”

Delete paragraph 11.1.2 in its entirety and substitute new paragraph 11.1.2:

11.1.2 Each of the policies of insurance shall also contain a provision requiring not less than 30 days' written notice to each named insured prior to cancellation or any change that would reduce coverage. At least 10 calendar days prior to commencement of the *Work* and upon any renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.”

GC 11.2 CONTRACT SECURITY

Add new GC 11.2 – CONTRACT SECURITY as follows:

GC 11.2 – CONTRACT SECURITY

11.2.1 The *Contractor* shall, prior to commencement of the *Work*, provide to the *Owner*:

- .1 a performance bond, in the form set out in the *Contract Documents*, in an amount equal to 50% of the Contract Price, covering the performance of the *Contract*, including the *Contractor's* requirements with respect to the correction of deficiencies and the fulfillment of all warranties; and
- .2 a labour and material payment bond, in the form set out in the *Contract Documents*, in an amount equal to 50% of the *Contract Price* covering payment for labour, *Products*, or both.

11.2.2 The bonds referred to in paragraph 11.2.1 shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until two years following the *Ready-for-Takeover* date.

11.2.3 If approved changes pursuant to the *Contract* result in approved increase or cumulative increases to the *Contract Price*, the *Contractor* shall promptly acquire additional bonding at the *Owner's* expense. Where additional bonding premiums are paid by the *Owner*, the *Contractor* shall promptly submit written confirmation that the premiums were paid to the surety and promptly provide the *Owner* with the original revised performance bond(s).

GC 12.1 READY-FOR-TAKEOVER

Add new sentence 12.1.1.9 as follows:

- .9 Provision of a schedule, acceptable to the *Consultant*, giving reasonable dates for finishing the *Work* and correcting deficiencies.”

GC 12.3 WARRANTY

Delete from the first line of paragraph 12.3.2 the word, “The” and substitute the words:

“Subject to paragraph 3.9.1, the . . .”

GC 13.2 WAIVER OF CLAIMS

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Delete the reference to "395 calendar days" in paragraph 13.2.2.2 and substitute "120 calendar days".

Delete the last sentence of subparagraph 13.2.3.4 and substitute:

"Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* where the reasonable cost of repair of such defects or deficiencies exceeds \$100,000.00 but, in any event, a defect or deficiency in the *Work* which affects 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* shall be deemed to be a "substantial defects or deficiencies" regardless of the cost of repair.

NEW PART 14

Add new PART 14 as follows:

PART 14 OTHER PROVISIONS

Add new GC14.1 as follows:

GC 14.1 OWNERSHIP OF MATERIALS

- 14.1.1 All *Work* and *Products* delivered to the *Place of the Work* by the *Contractor* shall be the property of the *Owner*. The *Contractor* shall remove all surplus or rejected materials when notified in writing to do so by the *Consultant*.

Add new GC14.2 as follows:

GC 14.2 CONSTRUCTION LIENS

- 14.2.1 In the event that a claim for lien is registered against the *Project* by a *Subcontractor* or *Supplier*, and provided the *Owner* has paid all amounts properly owing under the *Contract*, then the *Contractor* shall, at its own expense:
- .1 within 10 calendar days, ensure that any and all claims for lien and certificates of action are discharged, released, or vacated by the posting of security or otherwise; and
 - .2 in the case of written notices of lien, ensure that such notices are withdrawn, in writing.
- 14.2.2 In the event that the *Contractor* fails to conform with the requirements of paragraph 14.2.1, the *Owner* may fulfil those requirements without *Notice in Writing* to the *Contractor* and set off and deduct from any amount owing to the *Contractor*, all costs and associated expenses, including the costs of posting security and all legal fees and disbursements associated with discharging or vacating the claim for lien or certificate of action and defending the action. If there is no amount owing by the *Owner* to the *Contractor*, then the *Contractor* shall reimburse the *Owner* for all of the said costs and associated expenses.

Add new GC14.3 as follows:

GC 14.3 CONTRACTOR DISCHARGE OF LIABILITIES

- 14.4.1 In *addition* to the obligations assumed by the *Contractor* pursuant to General Condition 3.6 – SUBCONTRACTORS AND SUPPLIERS, the *Contractor* agrees to discharge all liabilities incurred by it for labour, materials, services, *Subcontractors* and *Products*, used or reasonably required for use in the performance of the *Work*, except for amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

END OF SUPPLEMENTARY CONDITIONS