



CREE NATION GOVERNMENT

WASPSHOOYAN CHILDCARE CENTER (F1)

15, WASTAWSHKOOTAW STREET
IN OUJÉ-BOUGOUMOU

SPECIFICATIONS & TENDER DOCUMENTS
ARCHITECTURE

POUR SOUMISSION

2019-04-03

NE PAS UTILISER CE DEVIS POUR FINS
DE CONSTRUCTION

TRAME

ARCHITECTURE + PAYSAGE

F.N.: 18-6834

APRIL 2019 (REV. 1)

TRAME ARCHITECTURE + PAYSAGE



TRAME
ARCHITECTURE + PAYSAGE

CREE NATION GOVERNMENT

**Waspshooyan Childcare Center (F1)
15, Wastawshkootaw Street**

OUJÉ-BOUGOUMOU

CALL FOR TENDER

**SPECIFICATIONS & TENDER DOCUMENT
ARCHITECTURE**

**ARCH. FILE NUMBER:
18-6834**

**CNG FILE NUMBER:
2019-T01**

CONSULTANTS

OWNER: **CREE NATION GOVERNMENT**
Capital Works and services Department
700 rue de la Gauchetière Street West
Montréal (Québec) H3B 5M2

ARCHITECT: **TRAME ARCHITECTURE + PAYSAGE**
640, 3rd Avenue, suite 205
Val-d'Or (Québec) J9P 1S5
Phone: 819 825-4630, ext. 326

Mrs. Nathalie Pineault, architect



APRIL 2019 (Rev. 1)

6. Submission of Bids

The bids shall be delivered in sealed envelope (one original and two copies, as well as a digital copy on USB key) addressed to The Cree Nation Government, no later than **April 26, 2019 at 11:00 AM** (Eastern time) ("**Closing Date**") at:

Cree Nation Government – Capital Works and Services
With mention "**Waspshooyan Childcare Center (F1) 15, Wastawshkootaw Street – Oujé-Bougoumou, call for tenders 2019-T01**"

700 de la Gauchetière Street West,
Montréal (Québec) H3B 5M2
Capital Works & Services

Each bid must include a certified cheque in an amount equivalent to 10% of the value of the bid, made payable to the CNG, or by a bid bond in the same amount and valid for a period of **sixty (60) days** from the Closing Date. This bid bond shall be exchanged at the signing of the contract for performance bonds for wages, materials and services, each one corresponding to 50% of the amount of the contract.

7. Validity of Bids

Each bid must remain valid and irrevocable for a period of **sixty (60) days** from the Closing Date.

8. Commitment

Neither this Call for Tenders nor the Bidders quotations shall constitute a contract with the CNG. A contract may only be executed upon the written acceptance of the bid of a successful Bidder and award of the contract by the Executive Committee of the CNG upon the recommendation of the Director of Capital Works and Services in accordance with the terms of the Contract Documents.

9. Confidential Information

The Contract Documents provided to the Bidder by the CNG are confidential, shall remain the sole property of the CNG and may not be used outside the context of this Call for Tenders without the CNG's prior written consent.

10. Limitation of Liability

The CNG shall not be responsible or held liable for damages, including without limiting the generality of the foregoing, liability for costs of preparing the bid, loss of profit or loss of property, and each Bidder hereby releases, indemnifies and agrees to hold the CNG harmless from any liability arising from the Bidder's submission of a bid in accordance with this Call for Tenders.

11. Discretion

The CNG is not obligated to accept the lowest bid or any other bid received.

12. Definitions

In this Call for Tenders:

- 12.1 "**Cree Band**" means the Cree Nation of Chisasibi, the Whapmagoostui First Nation, the Cree Nation of Wemindji, the Cree Nation of Eastmain, The Crees of the Waskaganish First Nation, the Cree Nation of Nemaska, the Waswanipi Band, and the Cree Nation of Mistissini, respectively constituted as corporations by the *Cree-Naskapi (of Quebec) Act*, S.C. 1984, c. 18, as well as the Crees of Oujé-Bougoumou (also known as the "Oujé-Bougoumou Cree Nation") represented by the Oujé-Bougoumou Eenuch Association until such time as the Oujé-Bougoumou Band is constituted as a corporation under the *Cree-Naskapi (of Quebec) Act*, S.C. 1984, c. 18, and thereafter the Oujé-Bougoumou Band.
- 12.2 "**Cree Beneficiary**" means a Cree beneficiary under the meaning of the James Bay and Northern Quebec Agreement whose name appears on the beneficiary list maintained by Quebec.
- 12.3 "**Cree Contractor**" means an entity authorized to carry on construction activities in Quebec, which is accredited by the Director of Capital Works and Services as a *bona fide* Cree contractor and which answers the following minimum criteria:
- a) a corporation i) with more than fifty percent (50%) of the corporation's voting shares beneficially owned by one (1) or more Cree Beneficiary, Cree Band or Cree Entity and ii) the board of directors of which is comprised by more than fifty percent (50%) of Cree Beneficiaries and iii) which has itself carried out construction projects for a period of at least one (1) year;
 - b) a non-profit corporation i) with more than fifth percent (50%) of the members being Cree Beneficiaries, Cree Bands or Cree Entities and ii) the governing body of which is comprised by more than fifty per cent (50%) of Cree Beneficiaries and iii) which has itself carried out construction projects for a period of at least one (1) year;
 - c) a sole proprietorship operated by a Cree Beneficiary which has on its own carried out construction projects for a period of at least one (1) year;
 - d) a Joint Venture, partnership or other similar arrangement between a Cree Contractor as defined in paragraphs a) to c) above and a third party may qualify as a "Cree Contractor" under the terms of this By-law if it is accredited by the Director of Capital Works and Services as meeting the following criteria:
 - i) the Cree Contractor as defined in paragraphs a) to c) above is entitled to receive at least fifty percent (50%) of the profits of the joint venture, partnership or similar arrangement;

- ii) the Cree Contractor as defined in paragraphs a) to c) above invests at least twenty-five percent (25%) of the capital and equipment required by the Joint Venture, partnership or similar arrangement, including working capital;
- iii) Cree Beneficiaries will carry out at least twenty-five percent (25%) of the overall man-hours of the labour required under the contract and a binding undertaking to this effect satisfactory to the Director of Capital Works and Services is entered into by the third party and the Cree Contractor as defined in paragraphs a) to c) above.

12.4 **“Cree Entity”** means the Grand Council of the Cree (Eeyou Istchee), the CNG (including when acting through the Board of Compensation thereto), the James Bay Eeyou Corporation, the Opimiscow Compane, the Sakami Eeyou Corporation, the Cree Trappers’ Association, the Cree Outfitting and Tourism Association, the Cree Native Arts and Crafts Association, the Cree Development Corporation, the Cree villages, a Cree landholding corporation, as well as any other Cree-controlled corporation, enterprise or legal entity referred to in the James Bay and Northern Quebec Agreement or created pursuant to the James Bay and Northern Quebec Agreement.

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1.1 ARCHITECTURE

SECTION 1

1.0 FRONT PAGE

SECTION 2

2.0 SITE PLAN

SECTION 3

3.0 GROUND FLOOR PLAN (FOR REFERENCE ONLY),

3.1 DOOR AND WINDOW SCHEDULE

SECTION 4 N/A

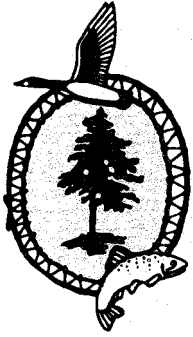
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SECTION 6 N/A

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7.0 WINDOW DETAILS



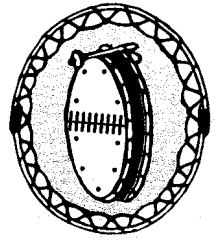
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Grand Council of the Crees (Eeyou Istchee)
Grand Conseil des Cris (Eeyou Istchee)

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Cree Nation Government
Gouvernement de la Nation Crie

Capital Works and Services
700 de la Gauchetière Street West,
Montréal (Québec) H3B 5M2



C.N.G.
G.N.C.

INSTRUCTION TO TENDERERS

WASPSHOOYAN CHILDCARE CENTER (F1) - OIJÉ-BOUGOUMOU
15, WASTAWSHKOOTAW STREET
2019-T01

1. RECEPTION OF THE DOCUMENTS

Bidders are responsible for the reception of the documents from themselves and their subcontractors, and must ensure that all the documents and necessary plans for the tenders are included in their submission.

Plans, specifications, contract documents and other information may be obtained at date identified on the Call for tender. A request for tender documents must be sent to the Cree Nation Government – Capital Works & Services, and addressed to Procurement *with no charge*. Upon request, printed copy can be couriered, at bidder's charge.

Verbal Proposal will not be considered. All Proposal must be in writing and delivered by hand, by registered mail or by courier to the CNG in one sealed envelope and must be received by the CNG prior to the Proposal «Closing Time» defined on the Call for tender. In the sealed envelope, bidders must submit **one original and two copies** and a digital copy on a USB key. **If bidder submits proposals for multiple projects, he must include one original and two copies of each tender form and each tender guarantee.** Bids must be submitted to the follow address:

Cree Nation Government – Capital Works and Services
700 de la Gauchetière Street West, Montréal (Québec) H3B 5M2
Capital Works & Services
All communications should use "2019-T01"

2. PLANS AND SPECIFICATIONS EXAMINATION

The tenderer must examine the general and special specifications in order to have a good evaluation of the scope of the works to be performed. He must evaluate site conditions by analyzing tender documents provided and he is highly suggested to visit site in order to understand local conditions that could affect the execution of the contract. Contractor must take into consideration site condition in his bid. No extra cost will be allowed for site condition that could be observed during a visit of the site.

3. REQUEST FOR ADDITIONAL INFORMATION

After having reviewed the plans and the specifications, if the tenderer finds ambiguity, missing information, contradiction or is not sure about the meaning of any aspect of the tender documents, he shall submit his questions to the CNG at the address below before date defined in the Call for tender as the «End of the question period». Depending on the situation, one or many addendum may be issued to provide clarifications and will become integral part of the plans and specifications.

Cree Nation Government – Capital Works and Services
700 de la Gauchetière Street West, Montréal (Québec) H3B 5M2
Tel.: 514-861-5837 Fax: 514-395-9099
Email: procurement@cngov.ca

The owner will not consider for tendering purposes any modification or substitution that have not been beforehand submitted in this way and authorized by the issue of one of some addendums.

4. **WORKS & CONSTRUCTION DEADLINE**

These works should start promptly after contract signature or reception of letter of acceptance, and without undue delay. Substantial performance of the works must be attained on date identified at section 01 11 10 – Summary of works / contract time.

5. **TENDER GUARANTEE**

The guarantee that must go with the tender in accordance with the requirements of the call for tenders and the tendering form must be furnished, according to the case:

- a) by a certified check totalizing 10% of the tender amount payable to the owner and drawn on an account registered in a banking institution or a Caisse Desjardins doing business in Quebec ;
- b) by a surety bond made to the amount of 10% of the tender, issued by an insurance company authorized by the general inspector of the financial institutions and by a commitment of such an insurance company, stating that a performance bond and an obligations surety bond of the contractor for wages, materials and services will be allowed to the tender if he becomes the successful tenderer. The tender guarantee must be valid for **sixty (60)** days beginning at the tenders opening date. The tender guarantee and the commitment must be provided on the insurance typical forms.

6. **GUARANTEE OF EXECUTION SURETY BOND**

The retained contractor will have to provide the required execution guarantees within the seven days following the awarding of the contract.

If he has provided a tender surety bond, a guarantee of contract execution surety bond of an amount equal to 50% of the total contract value and a guarantee of payment surety bond for the manpower and the materials of an amount of 50% of the total contract value will be required.

If he has provided a certified check, the certified check will be held back as a guarantee of execution and a second certified check of the same amount must also be provided, the total of the two checks accounting for 20% of the contract price. These will be given back 15 days following the preliminary acceptance of the works, subject to the contractor's completion of the correction of the deficiencies and respect of his obligations towards his subcontractors and supplies.

7. **PRESENTATION OF THE TENDER FORM**

The contractor will have to write his tender on the bid form provided by The Cree Nation Government.

Bid can be rejected if it does not contain the original, if it presents modification in the form, non initialized deletions, or any irregularities. If "alternate" proposals are submitted, they must be presented on separate sheets and as which noted. The tender will have to be typed up. Furthermore, no telegram bringing forth corrections, modifications or cancellations will be considered.

The tenders, in a sealed envelope, can be mailed or delivered directly to the office stipulated in the call for tenders. Any tender received by the owner after the stipulated delay will be rejected.

If bidder submit proposal for more than one project, he must submit one tender form for each project (one original and two copies), identify the project on his tender form and attach the tender guarantee relating to this project.

No tender sent by fax will be accepted.

All the tenders referring to this contract will be opened in public by the owner or his representative, in presence of at least two (2) witnesses, at dates, hours, and location stipulated in the call for tenders. The owner does not commit himself to accept neither the lowest nor any of the tenders. The tenders must note that the price of their tender is a stipulated price, meaning that the contractor commits himself to do the work for that price, at loss or at profit.

8. ACCEPTANCE

In the analysis of the lowest conform bid, **each project will be analyzed separately.**

The owner is not required to accept the lowest nor any other one of the tenders.

The owner can overlook any flaws or minor defects that the tender may contain.

The owner is not required to justify the acceptance or the rejection of any tender.

The owner will not accept any bid received after the specified deadline, and will not accept any bid that does not satisfy these conditions.

The tender guarantee must be signed.

The tender must be signed.

An authorization to sign the documents is provided with the tender when the tenderer is a moral person, a person in business with another name than his own name or a person in business using his name, but who will not sign the documents. This authorization must be:

- a certified copy of the decision or the moral person;
- a resolution of the company or corporation, authorizing an appointed person to sign, for and in name of the company or corporation, the tender and the documents which are annexed to it and also the contract, if needed;
- or a notarized power of attorney in which in a physical person in business designate another person to sign for him.

The documents are signed, where required, by the authorized person.

The total amount of the tender is indicated on the tender form.

The tender does not contain conditions or restrictions.

The tenderer has valid licenses required by the building acts.

Erasure or corrections made to the amount of the tender must be initialized by the person who signs the tender.

The completed and signed tender form is joined to the tender.

When instruction or conditions, different of these presented at this article, are not fulfilled and when the instructions to tenderer stipulate that this instruction or condition is essential or indicate that non conformity lead to rejection of the tender, this one is rejected.

9. SUBCONTRACTING

The general contractor has the responsibility:

- To select and contract with the subcontractors that have tendered for the specialties stipulated in the tender form.
- To ensure that the selected subcontractors will provide required guarantees, in accordance with the specifications given by the owner in the tendering documents.
- To confirm to the owner, within thirty (30) days following the signature of the contract, that he has received all those required guarantees from the subcontractors.

The tenderers will have to judge if the tenders of the subcontractors are complying with the plans and specifications and they will be responsible for their choice. The tender guarantees of the subcontractors will be transferred to the chosen contractor, at his request.

The Cree Nation Government DOES NOT REQUIRE that subcontractors' tenders to be deposited at the Bureau des soumissions déposées du Québec.

The contractor must choose, as much as possible, subcontractors from the Cree community and from the local area in order to maximize local economical benefits.

The subcontractors selected by the general contractor must be presented and accepted by the owner.

10. REQUIREMENTS RELATING TO THE GENERAL CONTRACTOR

The construction contract for this tender will:

- 10.1 Be awarded to a competent entity that has all the required licences, permits and authorisations to practice construction activities in the Quebec province and that has the capacity to realise, with success, construction activities and to respect all terms and conditions of the submitted contract.

For construction submitted to the «Plan de garantie des bâtiments résidentiels neufs» of the Régie du bâtiment du Québec, that entity must have a licence registered in the appropriate category (1.1.1 or 1.1.2 according to the case).
- 10.2 Only be awarded to a Cree contractor, except if no Cree contractor having the capacity to successfully realise the proposed contract has presented a bid.
- 10.3 A "Cree contractor" is defined as an entity that is authorized to realise construction works in Quebec province and that respect the following criterions:
 - 10.3.1 A corporation in which at least 50% of the voting shares are held by a (or many) Cree beneficiary, Cree band or a Cree entity and whose the administration council include more than 50% of Cree beneficiary and that has itself realised construction works during at least one year.
 - 10.3.2 A not-for-profit corporation in which at least 50% of the members are Cree beneficiary, Cree band or a Cree entity and whose the administration council include more than 50% of Cree beneficiary and that has itself realised construction works during at least one year;
 - 10.3.3 A sole proprietorship company operated by a Cree beneficiary who has, by himself, realized construction projects during at least one year;

- 10.3.4 A consortium, a partnership or every similar agreement between a Cree contractor who correspond to the definitions of paragraphs 10.3.1 to 10.3.3 above and a third parties can be identified as « Cree contractor » if the following conditions are respected:
- 10.3.4.1 The Cree contractor, as defined to paragraphs 10.3.1 to 10.3.3 above, can raise at least 50% of the profit realized by this consortium, partnership or similar agreement;
 - 10.3.4.2 The Cree contractor, as defined to paragraphs 10.3.1 to 10.3.3 above, invest at least 25% of the capital and equipments required by this consortium, partnership or similar agreement;
 - 10.3.4.3 At least 25% of working hours required for the realization of the contract will be done by Cree beneficiaries, and an agreement satisfying the Cree Nation Government capital Director has been concluded between the third parties and the Cree contractor as defined to paragraphs 10.3.1 to 10.3.3 above.
- 10.4 A “Cree beneficiary” is defined as a Cree beneficiary in the James Bay and Northern Quebec Agreement and whom the name appears on the beneficiary list held and updated by Quebec.
- 10.5 A « Cree entity » means The Grand Council of the Crees (Eeyou Istchee), the Cree Nation Government (including when operating from the Board of Compensation), the James Bay Eeyou Corporation.

11. COMPANY OR CORPORATION

If the tenderer is a company or a corporation, the tender must come with a resolution of the company or corporation, authorizing an appointed person to sign, for and in the name of the company or corporation, the tender and the documents which are annexed to it and also the contract, if need be.

Any aboriginal or non-aboriginal entity will have to include a copy of its company charter stating the validity of its registration.

12. DOCUMENTS PROVIDED IN THIS CALL FOR TENDERS

ARCHITECTURE	# of pages
Tender document	120
CCDC 2 – Stipulated price contract	33
Architecture plans	see section 00 01 15

13. TENDER DOCUMENTS

The sealed envelope will have to contain the following documents:

- The tender form and its appendix duly filled up;
- The tender guarantee valid for sixty (60) days and the commitment letter;
- The authorization for signature or resolution when bidder is a corporation or company;
- A copy of the contractor license and its number noted in the tender form ;
- A preliminary works schedule;
- A copy of insurance certificate of the contractor;
- Documentation supporting the bidder’s Cree status.
- A Revenu Québec attestation.

(one original and two copy of each document)

14. INCLUDED SEPARATE PRICE AND/OR NON-INCLUDED

It may be expressly requested to include in the tender form some separate prices included and/or non-included in the global price of the tender. In that case, prices provided will include all the manpower, materials, equipments, taxes, administration and profit covering the complete scope of the works being part of the separate price request.

The contractor guarantees the validity of those prices for the same time period than his tender.

15. TENDERING CONDITIONS

Before signing his tender, the tenderer has studied the general and special specifications of the contract, the instructions to the tenderers and all the documents mentioned there. He must also read the by-law concerning the Procedures and Requirements relating to the Calling of Tenders and Awarding of Construction Contracts and the By-law concerning the Regulation of Certain Buildings for the Protection of Public Health and Safety, which are included to the tender documents. He acknowledges that these conditions, instructions and documents are an integral part of the present commitment. He also acknowledges that any miss or any irregularity made while filling the present tender can lead to the reject or the cancellation of this one.

16. MOVING THE CLOSING OF TENDERS

If the hour and the date of the closing of tenders must be modified, the owner will send out a notice electronically, at least three (3) days in advance.

The tenders which would have been received, at the time of the modification of the original date will be sent back to the tenderers without having been opened and will have to be submitted again, modified or not, at the hour, the date and the location stipulated by the modification notice.

17. CHOOSING THE CONTRACTOR

The owner does not have to retain the lowest or any other tender received.

The owner keeps the right to negotiate with the three (3) lowest contractors, in over budget case.

Each bid must include a certified cheque in an amount equivalent to 10% of the value of the bid, made payable to the CNG, or by a bid bond backed by an insurance company, equivalent 10% of the value of the bid and valid for a period of sixty (60) days from the Closing Date. If the lowest conforming bidder fails to sign a contract conforming to his tender, the cheque will be deposited or bid bond will be called in. This bid bond shall be exchanged at the signing of the contract for an execution surety bond and a performance bond for wages, materials and services, each one corresponding to 50% of the amount of the contract.

If, at the date of the completion of the works, there is structural or appearing defects on the building, the owner receives the works with reservations. At the payment, the owner can retain an amount, until the repairs or corrections are made to the work, sufficient to cover the reservations made for the defects, except if the contractor provides a sufficient guarantee which covers his obligations. The performance bond shall be released at the acceptance of the certificate of significant completion.

The owner can also, at the moment of the payment, retain on the price an amount to pay debt for the workers, as well as for other persons who can assert a mortgage on the works, except if the contractor provide a sufficient guarantee, which covers his debts. This holdback is maintained as long as the contractor does not provide acquaintance of his debts.

18. LEGAL MONEY

Every monetary reference to certified checks, safety bonds, guarantees, insurances, bonus, wages, or every other financial transaction, means the legal currency of Canada.

19. WORKS SCHEDULE

After the contract signature, the contractor will prepare a final schedule of the works in order to fit in a coherent way, the different steps to go through until the completion of the works.

20. DISPOSAL OF THE SURETY BOND

Tender guarantees of tenderers not selected will be sent back within the fifteen (15) days following the contract signature.

In case of acceptance of a tender, if the tenderer refuse to sign a contract within the seven (7) days following the notice sent by the owner or refuse to provide the required guarantees of execution and of manpower payment, the surety bond of the tender so accepted and withdrawn will serve to cover the difference between the price of the tender subsequently accepted by the owner and the one withdrawn. Same thing for a tenderer having issued a certified check.

21. INSURANCES

The contractor will have to provide the requested insurance policies, before the beginning of the works:

- Civil Responsibility Insurance : \$5,000,000.00;
- Site Insurance: to the contract amount

The beneficiary of the insurance policies will be The Cree Nation Government and each identified daycare center.

22. TERM OF GUARANTEE

During the guarantee period of twelve (12) months following the date of the preliminary acceptance of the works, the contractor, at the request of The Cree Nation Government, will have to make all the required repairs. A holdback of 5% of the total contract's amount will be maintained for this duration. A maintenance bond (5% of the contract) could be provided by contractor to replace this 5% holdback.

23. REGULATIONS

In the scope of the present works, The Cree Nation Government is expecting and requests that the contractor respects and applies all the rules referring to the Commission de la construction du Québec (CCQ), the Commission de la santé et de la sécurité du travail (CSST), La Régie du Bâtiment du Québec (RBQ) and all the other regulations in force.

24. EQUIVALENCIES

When products are specified by the name of the brand or the name of its manufacturer, tender must be done according to this product. Equivalencies proposal will be considered only if they are send to The Cree Nation Government, in writing, no later than (5) working days before the end of the tenders period. These proposals must contain sample and all technical information which will allow the evaluation and the comparison of these products with the specified products.

Approval of these equivalent products, if needed, will be made with the issuing of an addendum that will become part of the tender documents.

Only materials, equipments or products accepted in addendum will be considered as equivalent.

Contractor can't and must not base his tender price on equivalent which has not been accepted according to the process described above.

25. LOCAL MANPOWER

According to owner's wish, the contractor will have to assure a maximal hiring of local workers. To obtain necessary information concerning availability of local qualified workers, contact the local branch of Cree Human Resources Development.

With every request for payment, the contractor will send a monthly report on sub-contractors and Cree manpower, using the provided forms.

26. WINTER CONDITION AND ELECTRICAL COSTS

Any special precaution due to winter conditions will be at the general contractor's charge, as well as the electrical costs during construction (until the substantial performance of the work).

Cree Nation Government – Waspshooyan Childcare Center (F1)
at 15, Wastawshkootaw Street in Oujé-Bougoumou

Tender presented to **The Cree Nation Government**

_____ name

_____ civic number

_____ city

_____ province

_____ postal code

**owner of the licence of
régie des entreprises de
construction du Québec**

_____ number

Registration no. CSST

Registration no. CCQ

I, in my proper name or in the name of the company I represent:

1. Declare:

- a) Having received and reviewed the plans and notes on plans, general conditions of CCDC and instructions to tenders, the special specifications, as well as all the informations received concerning the above mentioned project.
- b) Having took all the necessary informations about the state of the site of the work, the nature of services to provide and the contract requirements.
- c) Having received and reviewed the issued Addendum :

2. Consequently, I commit myself:

- a) To respect all the conditions and specifications noted in the tendering documents, and to perform all the works required by the plans and specifications, as well as all the works that although not specifically mentioned, are required by the spirit of plans and specifications.
- b) To perform all these works at the stipulated price of _____
_____ dollars (_____ \$) in legal
Canadian currency, excluding taxes. For breakdown, see page 4.
- c) To realize the works during the period mentioned in the Instructions to Tenderers, following the authorization to begin.
- d) To hire only sub-contractors having an establishment here in Quebec, or when a intergovernmental agreement is applicable, in Quebec or in other province or territory concerned by the agreement, permanent installations and required staff to execute the works that make the object of their mandate, without for specialties that are specifically exempt of this obligation in the tender documents.
3. Confirm having reviewed the « Instructions to tenderers » and to be in accordance with those.
4. Certify that the submitted price is valid for a **60 days** period following the limit date fixed to submit the tenders.
5. To submit with your tender, a schedule of works.

Signatures:

Signed and presented for and in the name of:

Company

(Name)

(Address or postal box)

(City, province and postal code)

(Licence number)

Signature: _____

Name and title _____

Witness _____

Done at _____ the _____ day of _____, 20__.

Attached:

PRELIMINARY SCHEDULE
TENDER SURETY BOND
SIGNATURE AUTHORIZATION
CONTRACTOR LICENCE
INSURANCE
REVENU QUEBEC ATTESTATION

**TENDER FORM – Cree Nation Government – Waspshooyan Childcare Center (F1)
at 15, Wastawshkootaw Street in Oujé-Bougoumou**

WORK SUB-DIVISION

1) General Conditions	\$
2) Demolition	\$
3) Replacement of windows	\$
4) Replacement of doors	\$
5) Remove 1'-0" of sand	\$
6) Demolish wood fence	\$
7) Sand	\$
8) Wood fence	\$
9) Asphalted parking area	\$
10) Sidewalk and concrete border	\$
11) Windows	\$
12) Doors	\$
13) Gypsum board and paint	\$
14) Others	\$
15) Sunshade structure stain (<i>see Appendix A of the tender form</i>)	\$

SUB-TOTAL PER INSTALLATION \$

Administration \$

Profits \$

GRAND TOTAL (*QST AND GST not applicable*) \$

This amount must be reported on page 2 of this tender form and will serve for the analysis of the tenders.

Signature at the next page

APPENDIX A

SEPARATE PRICE FOR SUNSHADE STRUCTURE STAIN

The following works may be retrieved from the contract. Please write down the amount of these works.

1) Sunshade structure stain		\$
	Administration	\$
	Profits	\$
GRAND TOTAL (QST AND GST not applicable)		\$

Signatures of the tender form

By _____ Date _____
(Signature)

(Name in capital letters)

The tenderer confirms the reception of the following addenda (to complete by the tenderer):

ADDENDUM n° _____ issued on _____
ADDENDUM n° _____ issued on _____
ADDENDUM n° _____ issued on _____
ADDENDUM n° _____ issued on _____

By _____ Date _____
(Signature)

(Name in capital letters)

1. La _____
(Nom de la compagnie d'assurance)

dont le bureau principal, dans la province de Québec ou dans une province ou dans une province
ou territoire visé par un accord intergouvernemental, est situé à

(Adresse)

ici représenté par _____
(nom et titre)

dûment autorisé, ci-après appelée la CAUTION, après avoir pris connaissance de la soumission
dûment acceptée par le propriétaire pour

(Description de l'ouvrage et endroit)

en vue d'un contrat entre :

Cree Nation Government
(Nom du propriétaire ou représentant autorisé)

ci-après appelé le PROPRIÉTAIRE et

(Nom de l'entrepreneur)

dont le bureau, dans la province de Québec ou dans une province ou territoire visé par un accord
intergouvernemental est situé à

(adresse de l'entrepreneur)

ici représenté par M. _____
(Nom et titre)

dûment autorisé, ci-après appelé l'ENTREPRENEUR, s'oblige conjointement et solidairement avec l'entrepreneur envers le propriétaire à exécuter l'ouvrage ci-haut décrit conformément au contrat, la caution ne pouvant en aucun cas être appelée à payer plus que _____
_____ dollars
(_____ \$).

2. La caution consent à ce que le propriétaire et l'entrepreneur puissent en tout temps faire des modifications au contrat et elle consent également à ce que le propriétaire accorde tout délai nécessaire au parachèvement des travaux.
3. Au cas d'inexécution du contrat par l'entrepreneur, y compris les travaux relevant des garanties, la caution entreprendra et poursuivra les travaux requis dans les 15 jours de l'avis à cet effet qui lui sera donné par le propriétaire ou son représentant, à défaut de quoi le propriétaire pourra faire compléter ces travaux et la caution devra lui payer tout excédent du prix arrêté avec l'entrepreneur pour l'exécution du contrat.
4. Toute poursuite en exécution du présent cautionnement doit être intentée dans le district judiciaire du siège social du propriétaire. Telle poursuite devra être intentée avant l'expiration de l'année qui suit la date de l'estimation finale des travaux faits en exécution du contrat ou la date de la fin des travaux relevant des garanties.
5. L'entrepreneur intervient aux présentes pour y consentir et à défaut par lui de ce faire, la présente obligation est nulle et de nul effet.

En foi de quoi, la caution et l'entrepreneur, par leurs représentants dûment autorisés, ont signé les présentes à

_____, le _____ jour de _____ 20 ____

(Témoin)

(La Caution)

(Témoin)

(L'entrepreneur-général)

*** FIN DE SECTION ***

1. La _____
(Nom de la compagnie d'assurance)

dont le bureau principal, dans la province de Québec ou dans une province ou dans une province ou territoire visé par un accord intergouvernemental, est situé à

(Adresse)

ici représenté par _____
(nom et titre)

dûment autorisé, ci-après appelée la CAUTION, après avoir pris connaissance de la soumission dûment acceptée par le propriétaire pour

(Description de l'ouvrage et endroit)

en vue d'un contrat entre :

Cree Nation Government
(Nom du propriétaire ou représentant autorisé)

ci-après appelé le PROPRIÉTAIRE et

(Nom de l'entrepreneur)

dont le bureau, dans la province de Québec ou dans une province ou territoire visé par un accord intergouvernemental est situé à

(adresse de l'entrepreneur)

ici représenté par M. _____
(Nom et titre)

dûment autorisé, ci-après appelé l'ENTREPRENEUR, s'engage envers le propriétaire, conjointement et solidairement avec l'entrepreneur, à payer directement les créanciers, définis ci-après, la caution ne pouvant être appelée à payer qu'un montant total de

_____ dollars
(_____ \$).

2. Par créancier, on entend :
 - a) Tout sous-traitant de l'entrepreneur.
 - b) Toute personne, société ou corporation qui aura vendu ou loué à l'entrepreneur ou à ses sous-traitants des services, des matériaux ou du matériel destinés exclusivement à l'ouvrage. Le prix de location de matériel sera déterminé uniquement selon les normes de l'industrie de la construction.
 - c) Tout fournisseur de matériaux spécialement préparés pour cet ouvrage et pour ledit contrat.
 - d) La commission de la santé et sécurité au travail, en ce qui concerne ses cotisations découlant dudit contrat.
3. La caution consent à ce que le propriétaire et l'entrepreneur puissent en tout temps faire des modifications au contrat et elle consent également à ce que le propriétaire accorde tout délai nécessaire au parachèvement des travaux.
4.
 - a) Sous réserve du paragraphe c) ci-dessous, aucun créancier n'a de recours direct contre la caution que s'il lui a adressé, ainsi qu'à l'entrepreneur, une demande de paiement dans les 120 jours suivant la date à laquelle il a terminé ses travaux ou fourni les derniers services, matériaux ou matériel.
 - b) Tout créancier qui n'a pas un contrat directement avec l'entrepreneur n'a de recours direct contre la caution que s'il a donné avis par écrit, de son contrat à l'entrepreneur, dans un délai de 60 jours du commencement de la location ou de la livraison des services, des matériaux ou du matériel, tel avis devant indiquer l'ouvrage concerné, la nature du contrat, le nom du sous-traitant et le nom du propriétaire.
 - c) Aucun sous-traitant n'a de recours direct contre la caution pour les retenues qui lui sont imposées par l'entrepreneur, que s'il a adressé une demande de paiement à la caution et à l'entrepreneur dans les 120 jours suivant la date à laquelle lesdites retenues étaient exigibles.

5. Tout créancier peut poursuivre la caution dans le district judiciaire du siège social du propriétaire après l'expiration des 30 jours qui suivent l'avis prévu à l'article 4 ci-dessus, pourvu que :
 - a) La poursuite ne soit pas intentée avant les 90 jours de la date à laquelle les travaux ont été exécutés ou de la date à laquelle les derniers services, matériaux ou matériel ont été fournis.
 - b) La poursuite soit signifiée avant l'expiration d'un an à compter de la date à laquelle l'entrepreneur a cessé ses travaux en exécution dudit contrat, y compris les travaux exécutés en vertu des garanties applicables au contrat.
6. Tout paiement effectué de bonne foi en vertu des présentes aura pour effet de réduire d'autant le montant du présent cautionnement.
7. L'entrepreneur intervient aux présentes pour y consentir et, à défaut par lui de ce faire, la présente obligation est nulle et de nul effet.

En foi de quoi, la caution et l'entrepreneur, par leurs représentants dûment autorisés, ont signé les présentes à

_____, le _____ jour de _____ 20 ____

(Témoïn)

(La Caution)

(Témoïn)

(L'entrepreneur-général)

*** FIN DE SECTION ***

SECTION 1 - DEFINITIONS

1.1 The following definition apply to contractual documents:

- a) Specifications
All the terms and conditions relating to contract execution.
- b) Change
Addition, cancellation or all other revision that modify the Work that do not fundamentally affect the scope of the contract.
- c) Project manager
The person who is in charge of the administration of the contract for the Owner.
- d) Contract
Document containing all the terms related to rights, obligations and responsibility of the parties for the execution of the works mandated to a contractor. It includes the Call for tender, the instruction to bidders, the tender form, the specifications, samples, drawings and all other documents of material provided by the professionals.
- e) Construction management
Action of the contractor that consists to schedule, organise, direct and coordinate the construction works.
- f) Substantial performance of the work
Substantial completion of the works is reached when Work is ready for use or is being used for the intended purpose and when the work to be done under this Contract is capable of completion or correction at a cost of not more than one percent (1%) of the contract price and value of postponed works do not exceed 5%. The date of the Substantial performance is the date of the Certificate of Substantial Completion of the work issued by the professionals.
- g) Final completion of the work
Final completion is reached when all documented deficiencies have been corrected, and when all works identified in the terms of the construction contract have been performed. Date of the final completion of the work is the date of issue of the certificate by the professional.
- h) Completion of the contract
Completion of the Contract shall have achieved when the Work has been certified as being complete and any deficiencies documented during the specified warranty period have been corrected as so certified by the Professionals.
- i) End of the warranty period
Works warranty ends one year after the date of the certificate of substantial completion of the works.

j) General condition fees, administration and profit

Bonding cost, warranty and insurances and fees relating to the organisation of the site, the control of the works, expenses incurred for delays in the works and the profit of the contractor.

k) Professional

The professional (Architect or Engineer) is the person, firm or corporation identified as such in the Agreement. The terms professional and Architect mean the professional or his authorized representatives.

l) Deferred works

Work to perform which could not be completed due to conditions which are out of the control of the contractor at the moment of the Substantial completion of the works.

m) Identification of the Owner and the Client

In this specific project, the "Client" is identified as the Cree Nation Government and the "Owner" is identified as the "Childcare Center".

SECTION 2 - GENERAL TERMS

2.1 Documents provided to contractor

The professional will provide to contractor, at no charge, two (2) copies of the plans and specifications and a PDF file of the documents required to the execution of the works.

2.2 Order of precedence

If there are any contradictions between the following documents, this order of precedence will apply, the first document having precedence:

- Construction contract;
- Addenda;
- General conditions;
- Special specifications;
- Specifications;
- Plans.

If there is any contradiction on the plans or on the specifications, the following order of precedence will apply:

- Numbered dimensions shown on plan have precedence, even if they differ of dimensions measured at scale;
- Higher scale drawings and details have precedence on smaller scale drawings;
- Written dimensions have precedence on measure taken at scale on plans.
- Details drawings have precedence on wide view plan.
- Between two documents of the same type, the most recent will have precedence.

2.3 Availability of documents on the site

Contractor must keep a copy of each plan and specifications for construction on the site, in good state. He must also keep a copy of each change directive, shop drawing verified by professional and schedule of the work.

SECTION 3 - LEGAL PROVISION

3.1 Licence

Throughout the whole duration of the works, the general contractor and the specialised sub-traders must have valid licence in the appropriate category, as required in the Loi sur le bâtiment and all other applicable regulation. If licence expires throughout the duration of the works, contractor and specialised sub-traders must provide proof of the renewal.

SECTION 4 - SITE AND PROTECTION

4.1 Schedule of the works and construction cost breakdown

At the start-up meeting, contractor must provide an updated schedule of the work for approval by the professionals, and a breakdown of the cost on the form provided by the professional or the Owner.

If change occur during the construction period, contractor must update his work schedule and submit the updated schedule to professionals.

4.2 Shop drawings

The Contractor shall provide to the professionals at appropriate times, all shop drawings, layout, assembling plan or diagrams which professional may deem necessary in order to make clear the Work intended or to show its relation to adjacent Work of other trades.

The Contractor shall make any changes in such drawings or diagrams which the professionals may require consistent with the Contract and shall submit electronic copy of the revised prints to the professionals. When submitting shop and setting drawings the Contractor shall notify the professional in writing of changes made therein from the professional drawings and Specifications. The professional verification of such drawings or of the revised drawings shall not relieve the Contractor from responsibility for errors made by the Contractor therein or for changes made from the professional drawings or specifications not covered by the Contractor's written notification to the professionals.

4.3 As built plans

During works, Contractor will annotate in red, all modifications and changes to Works on a copy specially dedicated to this purpose. This copy will be provided to professionals at the end of the works.

4.4 Benchmarks and level

Contractor is responsible to keep benchmarks and level and references conform to professional plans.

4.5 Soil conditions

Contractor shall promptly notify the professionals, in written form, if soil conditions significantly differ from conditions identified in the professionals' documents.

4.6 Cutting and patching

The Contractor shall do all cutting, fitting or patching of his Work that may be required to make its parts come together properly and fit it to receive or be received by Work of other good after them, as the professionals may direct.

Any cost caused by ill-timed Work shall be borne by the party responsible therefor.

The Contractor shall not endanger any existing Work by cutting, drilling or otherwise and shall not cut or alter the Work of any other Contractor, except with consent of the professionals.

4.7 Clean-up

The Contractor shall at all times keep the site free from accumulations of waste materials or rubbish caused by the employees of the Work, and at the completion of the Work he shall remove all his rubbish from and about the building and all of his tools, scaffolding and surplus materials, leaving his Work broom clean or its equivalent, unless more exactly specified.

4.8 Operation manual

The contractor must provide an operation manual well-organised, containing every shop drawing, warranty certificates, copies of the plans and all other pertinent documents.

Contractor must assure and require that supplier of specialised equipment provide **3 copies** of the operation manual, for the installation, the operation and the maintenance of the equipment. The contractor must provide them to the Owner for the Final completion of the work.

SECTION 5 - CONTROL OF MATERIAL AND CHANGES

5.1 Change directive

The owner and the professionals, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work, the Contract sum being adjusted accordingly.

All such Work shall be performed under the conditions of the Contract except that any claim for extension or reduction of time caused thereby shall be adjusted at the time of ordering such change.

No change shall be made without issue of a Change Directive from the professionals and no claim for an addition to or deduction from the Contract sum shall be valid unless a Change Order is issued.

Price submitted by contractor for change identified in the change directive is valid for 45 days.

Change directive must be signed and justified.

Parties find and agreement on the contract change, and this change is confirmed by the issue of a change order.

No change can be made after the substantial performance of the work unless consent of the Owner and the Contractor.

5.2 Change order

Change order is made on the form named « Ordre de changement / Change Order ».

The contract price and execution delay are revised. After contractor and Owner approval of the cost, these costs are final and they may not be modified unless written consent of the two parties.

Contractor must immediately execute the change directive even if there is no agreement on the price and delay.

5.3 Value of change

The value of any change shall be determined in one of the following ways as:

- a) By estimate and acceptance in a lump sum, including fees related to new execution delay, and submitted with sub-contractors' and suppliers' signed quotations and breakdown estimates for material and labour.
- b) By unit prices agreed upon or as listed in the contract, plus fees related to new execution delay.
- c) By detailed estimate, with breakdown of material, labour and charges for equipment, including applicable credits, fees related to new execution delay. In that case, following percentage mark-up shall be applied to cover general fees, administration and profits:
 - **15%** to general contractor when works are performed by general contractor.
 - **8%** to general contractor and **15%** to sub-contractor when works are performed by sub-contractor.
- d) the hourly fees will be those of the column 16 of the table "Taux horaire suggérés pour les travaux de construction", issued by the Association de la Construction du Québec (ACQ) at <https://www.acq.org/entrepreneurs/relation-du-travail/conventions-paie/>.
- e) For a modification including extra charge and credit, the administration percentages will be applied on the difference: (extra – credit) x admin.

The labour costs to be calculated by the estimated hours at an hourly rate determined as follows:

- Labour cost including fees, charges and hourly wages imposed to contractor by the construction decree in force for the James Bay region.
- Cree labour force which are not submitted to the Construction Decree: to hourly rate imposed by the local band office.

In addition to percentages identified above, the owner can to pay to contractor some fees coming from particular site and local conditions. When required for workers due to extension of the execution delay, board and room could be claimed.

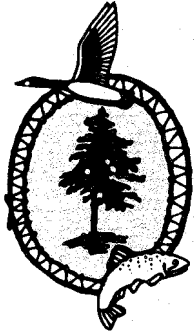
Sum for board and room must be calculated on daily base price and reported to the number of hours. It must be submitted separately on the cost breakdown.

Cost of equipment corresponds to cost provided in the "Répertoire des taux de location" issued by the «Direction générale des Achats du Gouvernement du Québec».

Cost of material corresponds to lower price consented to contractor and sub-traders.

If, after negotiation, estimate described in c) does not satisfy the owner, he can impose that change to be executed by a subtrader selected after a call for tender to 3 companies, in that case, the contractor will receive 8% as described in c).

*** END OF SECTION ***



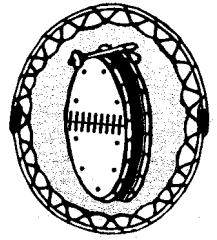
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Grand Council of the Crees (Eeyou Istchee)
Grand Conseil des Cris (Eeyou Istchee)

ΔΔΔ° <<Δ<ε<ε<

Cree Nation Government
Gouvernement de la Nation Crie

Capital Works and Services Liaison Office
1462, rue de la Québécoise
Val-d'Or, Québec J9P 5H4



C.N.G.
G.N.C.

Special Specifications

PROJECT:
CREE NATION GOVERNMENT
WASPSHOOYAN CHILDCARE CENTER (F1)

15, WASTAWSHKOOTAW STREET
OIJÉ-BOUGOUMOU

Special specifications

1.0 Payment

1.01 Invoice will be produced on a monthly basis and will cover the works completed from the first day of the month up to the last day of the month.

1.1 Payment Process

1.1.1 The contractor will produce monthly invoices indicating the completed works as per the bidding form and the invoice will have to be approved by the architect who will then produce a certificate of payment.

1.1.2 Once the certificate of payment is issued, the contractor will produce an invoice which will be exactly the same as the certificate of payment and will forward an original paper copy to the Daycare Director (the Owner), via the architect.

1.1.3 The Daycare Director (the Owner) will generally pay the invoices within 30 days upon receipt of the original paper copy as per the certificate of payment issued by the architect.

1.1.4 In order to expedite the payment, the contractor may provide to the Daycare Director (the Owner) its banking information so that automatic banking transfer payment may be done. Otherwise, payment by cheque will be mailed to the contractor.

1.2 Mandatory documents to provide with the invoice

1.2.1 The following documents must be provided with each invoice prior to initiate payment.

- a. Certificate of payment of architect
- b. At least 10 pictures supporting the completed works out of which at least 2 are showing the work site globally – these pictures should also be emailed to the architect
- c. Updated work schedule
- d. Releases from sub-contractors and suppliers (if applicable)
- e. Monthly breakdown of Cree manpower and use of Cree sub-contractors (use the report sheets in annex for non-construction workers and provide monthly manpower reports submitted to the Commission de la construction du Québec (CCQ) including the ones for the subcontractors)
- f. Special reporting requirements (if applicable) as described in section 5

2.0 Completion date / bonus or penalties

N/A

3.0 Work site visit and quality control

3.1 Soil Laboratory

N/A

3.2 Architect and Engineers

The architect will perform at the least two site visits including the final inspection.

3.3 Warning before site visits and quality control

The contractor is responsible to warn two weeks in advance the architect of the following:

1. When compaction is completed (if applicable)
2. When the concrete is being poured (if applicable)
3. When building is ready for substantial completion
4. At final inspection for delivery to the Cree Nation Government

3.4 Additional site visit or quality control

- 3.4.1 If the professionals visited the construction site and the site visit /quality control listed at section 3.3 cannot be done when scheduled and it has to be rescheduled, an amount of \$ 5,000 will be charged to the contractors to pay for the extra costs incurred by the Cree Nation Government.

4.0 Use of Cree construction workers

- 4.1 The CNG strongly encourages the hiring of Cree construction workers with journeyman and apprentice CCQ cards as per article 36 as follow:

L'article 36 du Règlements relatifs à la gestion de la main-d'œuvre dans l'industrie de la construction mentionne « Malgré l'article 35, pour les travaux effectués à la Baie-James et au nord de cette région, préférence est d'abord accordée aux autochtones de la Baie-James et des villages situés au nord de cette région. La même préférence est accordée partout ailleurs aux autochtones pour les travaux effectués dans leur réserve ou établissement ».

- 4.2 The CNG also strongly encourages the hiring of Crees as apprentice. As such, the CCQ may issue apprentice cards for most of the construction trades to Crees even without the formal training pre-requisites except for electricians.

- 4.3 The CNG invites the contractors and the subcontractors to contact the CCQ for any information about section 4 at the following coordinates:

Jacynthe Poulin

AGENTE DE LIAISON
DIVERSITÉ DE LA MAIN-D'OEUVRE ET DÉVELOPPEMENT

TÉL. : [819-354-5412](tel:819-354-5412) CCQ.ORG

FAX : [819-825-2192](tel:819-825-2192)

COURRIEL : JACYNTHE.POULIN@CCQ.ORG

5.0 Special reporting requirements for contracts over \$2,000,000

- 5.1 For construction contracts over \$2,000,000 where a commitment to use Cree manpower has been made, special reporting requirement is mandatory as described in section 5.2.
- 5.2 Provide a monthly and cumulative breakdown of all the Cree manpower used by the contractor and its subcontractors supported by breakdown of section 1.2.1 e) in order to report on the commitment. The report must include the names, the trades, the number of hours worked, the hourly rates and the total cost for each worker. Only hours worked by Cree are eligible to support the Cree manpower commitment.
- 5.3 In order to determine the rate of each worker, the CCQ rates including benefits plus 15% should be used. For non-construction workers, the rate to use should be agreed with the architect.
- 5.4 A holdback of 120% of the amount of the Cree manpower use commitment will be applied to all invoices with insufficient data to support the Cree manpower use for the invoice reference period. Any holdback will be released once supporting Cree manpower use reports are provided.

Monthly breakdown of Cree manpower

Dates Form:

To:

Contractor/Worksite:

Name of Cree employee / employer	Trade	Number of hours
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
Summary	Cree workers	Non-Cree workers
Number of workers		
Total number of hours		
Percentage over the total amount of workers		
Percentage over the total number of hours		

- Use additional sheet if required.
- The manpower from the contractor and its sub-contractors must be included in this report.

Monthly report on Cree sub-contractors

Dates Form:

To:

Contractor/worksite:

Name of sub-contractors	Cree sub-contractors	Value of contract done this month	Total value of contract
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Summary	Cree sub-contractors	Non-Cree sub-contractors	
Total value of contract this month			
Total value of contract			
Percentage over the total amount this month			
Percentage over the total			

- Use additional sheet if required.

PART 1 - GENERAL

1.1 Works of the project:

- .1 The overall project, of which Work of this Contract is included, comprises the following works:
 - .1 Doors and windows replacement;
 - .2 Repaint around the new doors and windows;
 - .3 New asphalted parking area and new concrete sidewalk;
 - .4 Various works in the playground;

1.2 Construction management:

- .1 The project is being constructed under a construction management system. Construction management will be performed by:
 - .1 N/A

1.3 Works of each contract and Nature of the work:

- .1 Work of each Contract comprises the following:
 - .1 Site mobilisation, which comprise site protection, temporary electrical power supply, installation of site trailer (if required);
 - .2 Repair the site and building as it was before the works;
 - .3 Finishing works.
- .2 Works location:
- .3 Waspshooyan Childcare Center (F1) located at 15, Wastawshkootaw Street, Oujé-Bougoumou (Québec), Tel.: (418) 745-2526
- .4 Building users;
 - .1 The buildings are used by children under 6 years and their educators.

1.4 Contract time

- .1 Contractor must commence works at the place of the Work:
 - .1 At signature of contract or upon receipt of letter of acceptance, promptly, and without undue delay.
- .2 Contractor must attain substantial performance of the Work by:
 - .1 **End of September 2019.**

1.5 Type of contract

- .1 Work shall be performed under a single contract under a stipulated price contract (CCDC-2).

1.6 Related works by other contractors

- .1 Perform works in collaboration with the Owner and follow instructions of the professionals.
- .2 Other Contractors will be employed under separate contract with the Owner to perform the following work which will be performed after completion of the Work of this contract:
 - .1 N/A

1.7 Materials supplied or installed under separate contracts

- .1 Supply following materials for installation under separate contracts:
 - .1 N/A
- .2 Install following materials supplied under separate contracts:
 - .1 N/A

1.8 Equipment supplied and installed for use under separate contracts

- .1 Supply following equipment for use under separate contracts:
 - .1 N/A

1.9 Related works by the Owner

- .1 Following work will be performed by the Owner utilizing his own forces:
 - .1 N/A

1.10 Materials supplied by the Owner

.1 The owner will supply following materials to Contractor for installation and coordination:

.1 N/A

1.11 Preordered materials

.1 The Owner has placed orders with certain suppliers for the following materials which shall be purchased, installed, and taken under General Contractor's responsibility:

.1 N/A

1.12 Service connections

.1 As used in this Article, "Utility" means a public or private utility company, or a municipality.

.2 The following utility service lines and sources shall be installed as part of this Contract:

.1 N/A

1.13 Roads, curbs and sidewalks

.1 Contractor shall be responsible for the following in connection with roads, curbs and sidewalks occurring outside property lines:

.1 Making good of damage to existing roads, curbs, gutters and sidewalks caused by Work of this Contract

1.14 Work sequence

.1 Contractor shall provide schedule of the works at signature of the contract.

1.15 Contractor's use of premises

.1 Contractor shall have use of premises for performance of the Work.

.2 The daycare director will identify rooms that can be used by the contractor for breaks. This will be discussed at the start-up meeting.

1.16 User occupancy

.1 The building will be in operation during the works: Monday to Friday, from 7:30 AM to 5:30 PM, except on public holidays.

.2 Exterior works only: Construction can be ongoing during opening hours but careful attention must be payed to the security and tranquility of the site and of the installation. He will need to coordinate the hours of works, access and security issues with the professionals and with the daycare director. These issues will be discussed at the start-up meeting.

- .3 Interior works:
 - .1 The works in the hallway, the cubbies and vestibules must be done only **outside operating hours**. The planning of these works must consider that these areas will be used by children of personnel during the operation hours. Clean-up and securing the areas must be done every day before 7:00 AM. Works can be done during night time and during weekends.
 - .2 Works in play area must be done room-by-room. Each room will be free up space during a whole day, during which all the works including demolition, finishing and cleanup must be completed.
 - .3 For the rest, the contractor will have full access to every room, room by room. The works must be planned so that all the works in one room are finalised before starting the next one. The order of the rooms will be determined at the beginning of the contract with the daycare director.
 - .4 If possible, most of the works should be made between April 29th to May 10th because it's during this period where there are fewer children (Goose break).

1.17 Partial use

- .1 Schedule work to achieve early completion of the following to permit utilization prior to completion of entire Work:
 - .1 N/A
- .2 Upon occupancy Contractor shall provide access for:
 - .1 N/A

PART 2 - PRODUCTS (NOT APPLICABLE)

- .1 N/A

PART 3 - EXECUTION (NOT APPLICABLE)

- .1 N/A

*** END OF SECTION ***



CREE NATION GOVERNMENT

WASPSHOOYAN CHILDCARE CENTER (F1)
15, WASTAWSHKOOTAW STREET
OUJÉ-BOUGOUMOU

F.N.: 18-6834

APPENDIX 1 TYPICAL FORMS

APRIL 2019 (REV. 1)

TRAME ARCHITECTURE + PAYSAGE



TRAME
ARCHITECTURE + PAYSAGE

PAYMENT REQUEST

F. N. : _____

Date : _____

Owner: _____

Contractor: _____

(To be filled by the contractor)

DESCRIPTION	Value of the work to perform	Executed work		Amount of the present request
		To this day	Las request	
Contract				
Approved extras				
Approved credits				
Sub-total				
Withold of 10%				
Total before taxes				
GST 5%				
QST 9,975%				
TOTAL				

The last paymnet request # _____ was paid on _____

Amount of the present request \$ _____

From: _____ To: _____

Contractor _____ Signature _____

Notes:

PAYMENT REQUEST

_____ F. N. : _____

Date : _____

Owner: _____

Contractor: _____

(To be filled by the contractor)

- Description - Details - Sub-contracttor - Change order	Value of the work to perform	Executed work			Amount of the present request
		%	To this day	Las request	
CONTRACT					
SUB-TOTAL (1)					

Notes: (1) For the taxes detail, fill-in page 1



PAYMENT REQUEST

_____ F. N. : _____

Date : _____

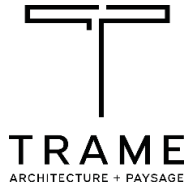
Owner: _____

Contractor: _____

(To be filled by the contractor)
 (À remplir par l'entrepreneur)

- Description - Details - Sub-contracttor - Change order	Value of the work to perform	Executed work			Amount of the present request
		%	To this day	Las request	
APPROVED EXTRAS					
SUB-TOTAL (1)					

Notes: (1) For the taxes detail, fill-in page 1



CERTIFICATE FOR PAYMENT

No 01

XX-XXXX

Date : _____

Owner : _____

Contractor : _____

ACCOUNT STATUS			
Original contract amount		Amount for executed work	
Approved extras	0,00 \$	Withhold (0 %)	0,00 \$
Sub-total	0,00 \$	Sub-total	0,00 \$
Approved credits		Amount past certificates	0,00 \$
Sub-total	0,00 \$	Sub-total	0,00 \$
Taxes		Taxes	
T.P.S. (5%)	n/a	T.P.S. (5%)	n/a
T.V.Q. (9,975%)	n/a	T.V.Q. (9,975%)	n/a
Amount of the contract to date	0,00 \$	Amount of present certificate	0,00 \$

the hereby certifies that, in accordance with the contract terms, the attached request of payment is considered reasonable and that an amount of:

0,00 \$

is payable to the contractor for work executed
 from: _____ to : _____

Architect	Date A - M - D	Sceau
-----------	-------------------	-------

Client; Project title - City _____ **XX-XXXX**
 Titre 2 _____

Date : _____ YYYY-MM-DD

Owner: _____
 Contractor: _____
 Consultant: _____

Requested by: Owner Site cond. Contractor Arch. Struc. Mech. Elect.d Civil Engineer

DESCRIPTION

Issued by: _____ Signature : _____ Date : _____

Complete spaces provided below, your change proposition describe above, attached documents and give promptly to the architect. The present change order should not be executed before until authorized by the owner.

The contractor proposes that the amount of the contract should be modified as detail below:

- Increased by: _____ + GST (5%) _____ + QST (9,975%) _____ Total : _____
- Reduced by: _____ + GST (5%) _____ + QST (9,975%) _____ Total : _____
- The term of execution will be increased by _____ or reduced by _____ days

If not complete, the parties agree that the amount of the contract or its term of execution will still be unchanged. This price includes fees of the term of execution of the contract and is applicable for 45 days from this day. The accepted price is final.

Contractor			
	Name	Signature	Date

APPROVAL

Architect	Signature	Date	Sceau
Eng. <input type="checkbox"/> Civil <input type="checkbox"/> Elect. <input type="checkbox"/> Mec. <input type="checkbox"/> Struc.	Signature	Date	
Eng. <input type="checkbox"/> Civil <input type="checkbox"/> Elect. <input type="checkbox"/> Mec. <input type="checkbox"/> Struc.	Signature	Date	
Owner	Signature	Date	

CANCELLATION

By: _____ Signature : _____ Date : _____

SHOP DRAWING SUBMISSION

F. N. : _____

Nature of works performed:

ARCHITECTURE

Sending date: _____

Re-submitted on: _____

Re-submitted on: _____

Number of pages (including this page):

Submitted by: _____

Sub-contractor: _____

Supplier: _____

Manufacturer: _____

IDENTIFICATION

Qty : _____

Copies

Unis

Title: _____

Shop drawings

Description: _____

Technical sheet

Sample

As described on plans and tender specifications

Section (tender specifications) : _____

Equivalent

Article (tender specifications) : _____

Substitute

Ref. plans : _____

Delivery delay (after approbation): _____

Comments: _____

Description of the works covered in this certificate:

In accordance to contract binding the owner and the general contractor, we undersigned architect and engineer have proceed to an inspection on _____ 20__ in view to the provisional acceptance of the above work.

We hereby certify that to the best of our knowledge, all the work planned in the contractual documents were executed to our satisfaction and that the remaining work to be corrected or completed, if any, described in the annex shall not prevent the use of the building since it has become ready in any point, for the purpose for which it is intended. We therefore recommended the provisional acceptance of the work, effective as of _____20__.

The cost for the corrections to be made is less than 1% of the total amount of contract is established at: _____ \$.
The cost for the deferred work does not exceed 5% of the total amount of contract and is estimated at: _____ \$.

The list of the work described in the annex is not exhaustive and does not release the contractor and the undersigned from their civil and contractual responsibilities.

Architect	_____	Signature	_____
Mechanical/Electrical eng.	_____	Signature	_____
Structure engineer	_____	Signature	_____
Other	_____	Signature	_____

GENERAL CONTRACTOR ACCEPTANCE

The GENERAL CONTRACTOR recognizes and certifies the accuracy of the facts described above and commits:

- To complete the work contained in the attached list and make it ready for use as of _____ , except for the deferred work to be completed for the _____ for the inspection in view to final acceptance of the works, no later than eight (8) months following the date of occupancy by the owner.
- To pay the professional fees if a subsequent inspection is necessary due to the dissatisfaction of the professionals.
- To demand the final inspection only after giving to the owner the documents and certificates of organizations and contractors noted in tender documents.

The CONTRACTOR commits to provide to the owner a search certificate for all the legal rights remaining since the contract signature date, issued at least thirty (30) days following the date below.

CONTRACTOR _____
Date Signature

OWNER ACCEPTANCE

The OWNER consents to the provisional acceptance of the work and commits to take possession of the work as of _____ 20 __ , wich is within seven (7) days following the date of signature of the present certificate by the contractor.

OWNER _____
Date Signature

Owner: _____

Contractor: _____

RECOMMANDATION FROM PROFESSIONALS

We understand, as of _____ 20__ and in accordance with Article 48 of the General Conditions of the contract that bind the owner and the general contractor, have done an inspection of the work executed by the contractor for the signature of the certificate of the final acceptance of the works.

We hereby certify that to the best of our knowledge, all the work planned in the contractual documents were executed and we therefore recommend to the owner to consent to the final acceptance of the work, effective as of _____ 20__

Architect

Signature

Date

Eng. Civil Elect. Mech. Struc.

Signature

Date

Eng. Civil Elect. Mech. Struc.

Signature

Date

Eng. Civil Elect. Mech. Struc.

Signature

Date



CONTRACTOR ACCEPTATION

The general contractor recognizes and certifies that accuracy of the facts described here above.

Contractor

Signature

OWNER ACCEPTATION

The owner consent to the final acceptance of the work as of _____ 20__

Owner

Signature



CREE NATION GOVERNMENT

WASPSHOOYAN CHILDCARE CENTER (F1)

15, WASTAWSHKOOTAW STREET

OUJÉ-BOUGOUMOU

F.N.: 18-6834

APPENDIX 2

BY-LAWS

CONSOLIDATION OF THE BY-LAW
CONCERNING THE REGULATION OF CERTAIN BUILDINGS FOR THE PROTECTION OF
PUBLIC HEALTH AND SAFETY

APRIL 2019 (REV. 1)



**CREE NATION GOVERNMENT
EYYOU TAPAYATACHESOO**



**2017
CONSOLIDATION OF THE BY-LAW
CONCERNING THE REGULATION OF CERTAIN BUILDINGS FOR THE PROTECTION
OF PUBLIC HEALTH AND SAFETY**

WHEREAS pursuant to the *Cree-Naskapi (of Quebec) Act*, the objects of the Cree Regional Authority, now the Cree Nation Government, are, among others, to act as a regional government authority on Category IA land and to regulate buildings used for the purposes of regional governance and housing situated on those lands;

WHEREAS pursuant to the *Cree-Naskapi (of Quebec) Act*, the Cree Nation Government may make by-laws respecting the regulation — for the protection of public health and safety — of buildings used for housing or for regional governance, including their construction, maintenance, repair and demolition;

WHEREAS the standards established in such by-laws of the Cree Nation Government must be at least equivalent in their effect to any standards established by federal or provincial laws of general application in respect of such matters;

WHEREAS, at this time, the Cree Nation Government wishes to adopt a by-law respecting the regulation — for the protection of public health and safety — of buildings for regional governance and for housing relating to regional governance in order to provide for the application of standards at least equivalent to federal and provincial standards in relation to such buildings, and with a view to expanding the application and content of this By-law in the future;

NOW THEREFORE the Cree Nation Government adopts this By-law, as follows:

PART I GENERAL PROVISIONS

I. SHORT TITLE

1. This By-law may be cited as the *CNG Buildings By-law*.

II. INTERPRETATION

2. This By-law shall be interpreted in light of the laws and regulations in effect in the Province of Québec.
3. The Preamble shall form an integral part of this By-law.
4. In this By-law, the masculine includes the feminine, the singular includes the plural and vice versa.

5. Unless otherwise indicated, words and expressions in this By-law shall have the same meaning as in the *Cree-Naskapi (of Quebec) Act*.
6. For the purposes of this By-law:
 - a) **"Approved Plans and Specifications"** means the plans and specifications for a given Capital Project prepared and certified by a Professional, and subsequently confirmed by the CNG to reflect its needs, pursuant to section 16, as duly modified pursuant to section 17, as the case may be;
 - b) **"By-law"** means this *CNG Buildings By-law*;
 - c) **"Capital Project"** means a project relating to a building subject to this By-law that, due to its nature and scope, requires the preparation of plans and specifications, and which is described by the applicable Approved Plans and Specifications. A Capital Project includes all required construction works undertakings, activities and related services.
 - d) **"Capital Works and Services"** means the Capital Works and Services Department of the CNG;
 - e) **"Certificate of Completion"** means a written document signed and dated by the relevant Designated Professional which certifies that the Capital Project is completed in accordance with the Approved Plans and Specifications and is ready to be used for its intended purpose;
 - f) **"Certificate of Substantial Performance"** means a written document signed and dated by the relevant Designated Professional which certifies that the Capital Project is substantially completed in accordance with the Approved Plans and Specifications and is ready to be used for its intended purpose, except for the items specified in the certificate which remain to be completed or corrected;
 - g) **"Construction Contract"** means the agreement between the CNG and a Designated Contractor in relation to a given Capital Project, and in which a Designated Professional is identified, based on the Canadian Construction Documents Committee model for a stipulated price contract (CCDC-2), as amended from time to time, with necessary adaptations set forth in the supplementary conditions thereof to take into account the provisions of any CNG by-law, including this By-law and the *CNG Construction Procurement By-law*;
 - h) **"Contractor"** means a person holding all required licenses and authorizations to carry out, or to have carried out, the applicable construction work, undertaking or activity in the Province of Québec. The terra "Contractor" means the Contractor or the Contractor's authorized representative as designated to the CNG in writing;

- i) **"CNG Construction Procurement By-law"** means the CNG *By-law concerning the Procedures and Requirements relating to the Calling of Tenders and Awarding of Construction Contracts*, as amended from time to time;
- j) **"Cree Band"** means the Cree Nation of Chisasibi, the Whapmagoostui First Nation, the Cree Nation of Wemindji, the Eastmain Band, the Crees of the Waskaganish First Nation, the Cree Nation of Nemaska, the Waswanipi Band, the Cree Nation of Mistissini or the Ouje-Bougoumou Cree Nation, respectively constituted as corporations by the *Cree-Naskapi (of Quebec) Act*, or any other Cree band that may be constituted as a corporation under that Act;
- k) **"Cree Community"** means the Category IA land of a given Cree Band and the Category III land situated within the perimeter of that band's Category IA land, as such lands are defined in the JBNQA;
- l) **"Cree-Naskapi (of Quebec) Act" or "CNQA"** means the *Cree-Naskapi (of Quebec) Act*, S.C. 1984, c. 18;
- m) **"Cree Nation Government" or "CNG"** means the Cree Nation Government, a legal person established in the public interest under *An Act respecting the Cree Nation Government*, CQLR, chapter G-1.031;
- n) **"Designated Contractor"** means the Contractor selected and designated to be responsible overall for a given Capital Project pursuant to sections 22 and 22;
- o) **"Designated Professional"** means the Professional designated to provide administration of the Construction Contract of a given Capital Project pursuant to sections 18 and 19;
- p) **"James Bay and Northern Québec Agreement" or "JBNQA"** means the agreement approved, given effect and declared valid by the *James Bay and Northern Quebec Native Claims Settlement Act*, S.C. 1977, c. 32 and by *An Act approving the Agreement concerning James Bay and Northern Québec*, CQLR, chapter C-67;
- q) **"National Building Code of Canada"** means the code published by the Canadian Commission on Building and Fire Codes and by the National Research Council of Canada;
- r) **"National Fire Code of Canada"** means the code published by the National Research Council of Canada that sets out the technical provisions regulating activities related to the construction, use or demolition of buildings and facilities, the design or construction of specific elements of facilities related to certain hazards and protection measures for the current or intended use of buildings; and
- s) **"Professional"** means an architect, an engineer or an entity authorized to act as an architect or engineer in the Province of Québec pursuant to applicable legislation. The term "Professional" means the Professional or the Professional's authorized representative.

III. APPLICATION AND IMPLEMENTATION

7. Subject to sections 8 and 15, this By-law applies to any building constructed by or on behalf of the CNG, or owned or used by the CNG, inclusive of any materials, installations or equipment of such building, located in a Cree Community that is used, or that is intended to be used, for regional governance or for housing relating to regional governance and that is:
 - a) constructed by or on behalf of the CNG or subject to a relevant change of use following the coming into force of this By-law;
 - b) subject to alteration, reconstruction, repair, expansion or relocation by or on behalf of the CNG following the coming into force of this By-law; or
 - c) in a condition posing a significant and immediate threat to public health or safety due to a failure to meet the standards established pursuant to section 12 following the coming into force of this By-law.
8. Subject to Part 10 of the *Construction Code*, CQLR, chapter B-1.1, r. 2, as applicable, this By-law shall apply only to the parts of a building contemplated by section 7 that are altered, reconstructed, expanded or relocated following the coming into force of this By-law, unless such alteration, reconstruction, expansion or relocation represents forty percent (40%) or more of the current replacement cost value of the building, in which case this By-law shall apply to the entire building.
9. In the event of an inconsistency or a conflict between this By-law and a by-law adopted by a Cree Band pursuant to the CNQA, this By-law prevails to the extent of the inconsistency or conflict.
10. Notwithstanding section 9, if the standards established in a by-law adopted by a Cree Band pursuant to the CNQA are more stringent in their effect than the standards established pursuant to this By-law, the provisions of the by-law adopted by the Cree Band that relate to those standards prevail to the extent that they are inconsistent with or conflict with the provisions of this By-law that relate to those standards.
11. Capital Works and Services shall be responsible for the implementation of this By-law.

PART II
STANDARDS

12. Buildings and related construction works subject to this By-law must meet the relevant standards established pursuant to the following, as amended from time to time, which are deemed to form part of this By-law:
- a) *Building Act*, CQLR, chapter B-1.1;
 - b) *Construction Code*, CQLR, chapter B-1.1, r. 2;
 - c) *Safety Code*, CQLR, chapter B-1.1, r. 3;
 - d) Part 9 of Division B of the National Building Code of Canada;
 - e) National Fire Code of Canada; and
 - f) Other standards at least equivalent in their effect to any standards established by federal or provincial laws of general application in respect of the matter duly adopted by by-law of the CNG.
13. For greater certainty, amendments to any of the instruments referred to in section 12 made alter the coming into force of this By-law shall also form part of this By-law without having to enact a by-law to prescribe the applicability of every amendment made thereto.
14. The CNG shall take reasonable measures, including the development of a plan of action to be implemented within a reasonable time frame, to prevent or remedy a significant and immediate threat to public health or safety resulting from the failure to meet the standards established pursuant to section 12 following the coming into force of this By-law.

PART III
CONSTRUCTION WORK

15. Construction work, including foundation, erection, renovation, relocation, alteration, repair and maintenance work other than regular maintenance and minor repair work, in relation to a building subject to this By-law shall only be carried out by a Contractor.

PART IV
CAPITAL PROJECTS

I. PLANS AND SPECIFICATIONS

16. A Professional shall prepare plans and specifications for any Capital Project and prior to the commencement of any related construction work, the Professional shall:
 - a) certify that the plans and specifications meet all generally applicable federal and provincial standards, as well as relevant standards established pursuant to the CNQA, including those established pursuant to this By-law; and
 - b) provide such certified plans and specifications to the CNG or its designated representative, for the CNG to confirm in writing to the Professional that such plans and specifications reflect the needs of the CNG in relation to the Capital Project.
17. In the case of a Capital Project, any modification to the Approved Plans and Specifications shall be subject to the terms and conditions of the Construction Contract regarding change orders and change directives, as applicable.
18. Prior to the commencement of any construction work related to a Capital Project, the CNG shall designate a Professional to provide administration of the Construction Contract as described therein, and to be responsible for visiting the site of the Capital Project at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the construction work is proceeding in general conformity with the Construction Contract and the Approved Plans and Specifications.
19. The designation contemplated by section 18 shall be confirmed by the CNG and the Professional in writing. This Professional is referred to as the "Designated Professional" in this By-law.
20. For a given Capital Project, any Professional, including a Professional who prepares the plans and specifications pursuant to section 16, may act as the Designated Professional.
21. A Designated Professional shall not also act as a Designated Contractor in relation to a given Capital Project.

II. DESIGNATED CONTRACTOR

22. Prior to the commencement of any Capital Project, and subject to the application of the CNG *Construction Procurement By-law*, the CNG shall select one Contractor to be responsible overall for carrying out the Capital Project. This Contractor is referred to as the "Designated Contractor" in this By-law, and the CNG and the Designated Contractor shall conclude a Construction Contract as provided in section 25.
23. For clarity, the Designated Contractor may carry out the Capital Project or have any part thereof carried out by another Contractor or Contractors, subject to the terms of the Construction Contract.
24. A Designated Contractor shall not also act as a Designated Professional in relation to a given Capital Project or as the Professional responsible for preparing plans and specifications pursuant to section 16.

III. CONSTRUCTION CONTRACT

25. Prior to the commencement of any construction work relating to the Capital Project, the CNG and the Designated Contractor shall conclude a Construction Contract which shall at a minimum provide that:
 - a) the Designated Contractor shall be responsible for the Capital Project overall and shall be solely responsible for construction safety and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation;
 - b) the Designated Contractor shall ensure that the Capital Project is carried out in accordance with the Approved Plans and Specifications;
 - c) the Designated Professional shall have:
 - i) access to the site of the Capital Project at all times;
 - ii) the authority to require inspection or testing of any construction work related to the Capital Project, whether or not such work is fabricated, installed or completed;
 - iii) reasonable notice of when construction work related to the Capital Project will be ready for review and inspection, and as applicable, reasonable notice of the date and time of any inspection by other authorities;
 - iv) the right to receive, on behalf of the CNG, copies of certificates and inspection reports pertaining to the Capital Project and any construction work related thereto; and

- y) the authority to reject construction work related to the Capital Project which in the opinion of the Designated Professional does not conform to the Approved Plans and Specifications;
- d) prior to making an application to the Designated Professional for a Certificate of Substantial Performance, and as a condition precedent to the issuance thereof by the Designated Professional, the Designated Contractor shall provide the Designated Professional with:
 - i) the "as-built" versions of the Approved Plans and Specifications;
 - ii) an action plan and related timelines for the correction or completion of identified items (also referred to as a "list of deficiencies"); and,
 - iii) any operational manual relating to a product forming part of the Capital Project, including material, machinery, equipment and fixtures; and
- e) as applicable, prior to making an application to the Designated Professional for a Certificate of Completion and as a condition precedent to the issuance thereof, the Designated Contractor shall provide the Designated Professional with any revised version of the "as-built" versions of the Approved Plans and Specifications and any additional operational manual relating to a product forming part of the Capital Project, including material, machinery, equipment and fixtures.

PART V

FINAL PROVISIONS

I. ADOPTION AND PUBLICATION

- 26. This By-law shall be made by means of the adoption of a resolution of the Council of the CNG.
- 27. Within one week after this By-law has been made, a copy of this By-law shall be posted on the website of the CNG and at a public place designated by the CNG on the Category IA land of each Cree Band.

II. COMING INTO FORCE

- 28. This By-law comes into force on the day on which it is posted on the website of the CNG, whether or not it is posted within the time set out in section 27.

Signed this 18th day of December 2014.



Paul John Murdoch
Corporate Secretary



CREE NATION GOVERNMENT

WASPSHOOYAN CHILDCARE CENTER (F1)
15, WASTAWSHKOOTAW STREET
OUJÉ-BOUGOUMOU

F.N.: 18-6834

APPENDIX 3

CCDC 2 CONTRACT
STIPULATED PRICE CONTRACT

APRIL 2019 (REV. 1)

TRAME ARCHITECTURE + PAYSAGE



CCDC 2

stipulated price contract

2008

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 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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

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The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
- * The Association of Canadian Engineering Companies
- * The Canadian Construction Association
- * Construction Specifications Canada
- * The Royal Architectural Institute of Canada

*Committee policy and procedures are directed and approved by the four constituent national organizations.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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

by and between the parties

_____ hereinafter called the "Owner"

and

_____ hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

1.1 perform the Work required by the Contract Documents for

_____ located at

_____ insert above the name of the Work

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

_____ insert above the Place of the Work

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

_____ insert above the name of the Consultant

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

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

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

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

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ARTICLE A-3 CONTRACT DOCUMENTS

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

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

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

ARTICLE A-4 CONTRACT PRICE

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

_____ /100 dollars \$ _____

4.2 *Value Added Taxes* (of 14,975 %) payable by the *Owner* to the *Contractor* are:

_____ /100 dollars \$ _____

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

_____ /100 dollars \$ _____

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

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

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

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

5.3 Interest

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

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

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

Canadian Imperial Bank of Commerce (CIBC)

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

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

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

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

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

Owner

*name of Owner**

address

facsimile number

email address

Contractor

*name of Contractor**

address

facsimile number

email address

Consultant

*name of Consultant**

address

facsimile number

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / French # language shall prevail.
Complete this statement by striking out inapplicable term.

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

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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

signature

name of owner

name of person signing

signature

name and title of person signing

signature

signature

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

signature

name of Contractor

name of person signing

signature

name and title of person signing

signature

signature

name of person signing

name and title of person signing

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

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DEFINITIONS

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

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

15. **Project**
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
16. **Provide**
Provide means to supply and install.
17. **Shop Drawings**
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
18. **Specifications**
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.
19. **Subcontractor**
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.
20. **Substantial Performance of the Work**
Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
21. **Supplemental Instruction**
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.
22. **Supplier**
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
23. **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*.
24. **Value Added Taxes**
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
25. **Work**
The *Work* means the total construction and related services required by the *Contract Documents*.
26. **Working Day**
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT**PART 1 GENERAL PROVISIONS****GC 1.1 CONTRACT DOCUMENTS**

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

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

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

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

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

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for 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 designated by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

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

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

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

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

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

GC 3.3 TEMPORARY WORK

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

- 3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, 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 DOCUMENT REVIEW

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

GC 3.5 CONSTRUCTION SCHEDULE

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

GC 3.6 SUPERVISION

- 3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

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

- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

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

GC 3.9 DOCUMENTS AT THE SITE

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

GC 3.10 SHOP DRAWINGS

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

GC 3.11 USE OF THE WORK

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

GC 3.12 CUTTING AND REMEDIAL WORK

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

GC 3.13 CLEANUP

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

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

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

GC 4.2 CONTINGENCY ALLOWANCE

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

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 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 and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

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

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

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

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

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

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

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

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

GC 5.7 FINAL PAYMENT

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

GC 5.8 WITHHOLDING OF PAYMENT

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

GC 5.9 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

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

GC 6.2 CHANGE ORDER

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

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
 - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
 - (4) engaged in the processing of changes in the *Work*.
 - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;
 - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Contractor's* field office;
 - .8 deposits lost;
 - .9 the amounts of all subcontracts;
 - .10 quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
 - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .16 removal and disposal of waste products and debris; and
 - .17 safety measures and requirements.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and 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 determination.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

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

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

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

PART 7 DEFAULT NOTICE

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

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
 - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
 - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

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

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* 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*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

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

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
 - (1) *Substantial Performance of the Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

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

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

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

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

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

GC 9.4 CONSTRUCTION SAFETY

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

GC 9.5 MOULD

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

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

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

GC 10.4 WORKERS' COMPENSATION

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

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
 - .3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*
 - .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Substantial Performance of the Work*;

- (2) on the commencement of use or occupancy of any part or section of 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*;
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
- .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
- (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
 - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
 - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *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 *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

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

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
 - .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.
- The parties expressly waive the right to indemnify for claims other than those provided for in this *Contract*.
- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
 - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
 - .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.
- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.
- 12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
 - .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
 - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
 - .4 damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 - WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

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

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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
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CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

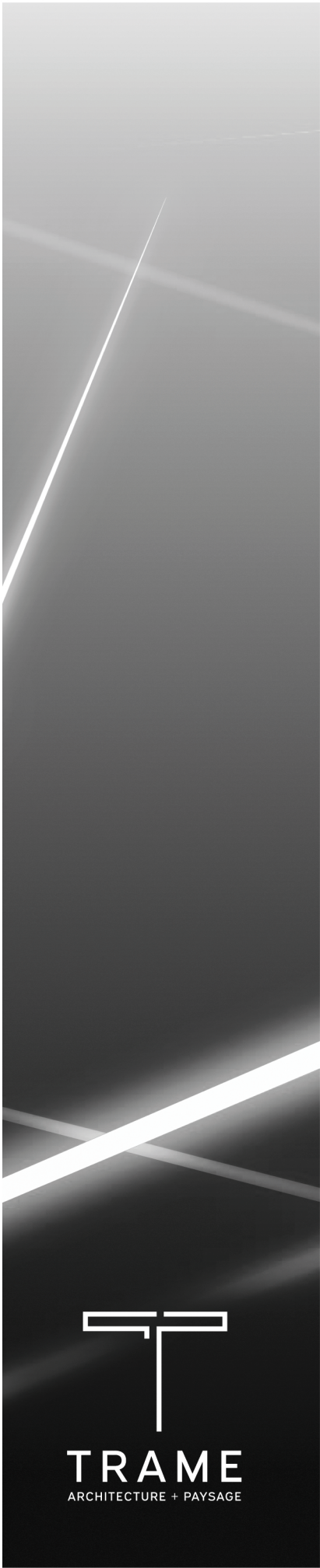
1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance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

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