

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2004-97

Being a by-law to authorize the signing of an agreement between the Corporation of the Town of Amherstburg and M.R. Dunn Contractors Ltd.

WHEREAS Council of the Corporation of the Town of Amherstburg is of the opinion that the works required for the Fryer Street and Pacific Avenue watermain replacement are necessary and desirable;

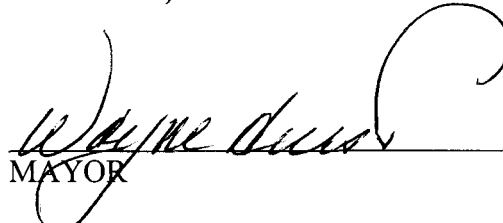
AND WHEREAS the estimated total cost of the said works is \$149,240.00;

AND WHEREAS HGS Limited, acting as the Consultant, has prepared an agreement between the Town of Amherstburg and M.R. Dunn Contractors Ltd., dated the 28th day of October, 2004, and said agreement is attached hereto as Schedule "A" and forms part of this By-law;


**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF
THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk be, and they are hereby authorized and instructed, to execute the originals and the copies of the said agreement and to affix the corporate seal thereto.
2. That this By-law shall come into force and take effect ^{on} the date of final passage thereof.

Read a first and second time this 22nd day of November, 2004.



MAYOR



CLERK

Read a third time and finally passed this _____ day of _____, _____

Certified to be a true copy of By-Law
No. 2004-97 passed by Council of the
Town of Amherstburg on the ____ day
of _____, _____.

CLERK

FORM OF TENDER

FOR

FRYER STREET AND PACIFIC AVENUE

WATERMANS AND SERVICES

IN

THE TOWN OF AMHERSTBURG

Tender by M. R. DUNN CONTRACTORS LTD.

Address 485 LITTLE BASLINE RD.

a company duly incorporated under the laws of ONTARIO

and having its head office at TECHUMSEH

herein after called "the Tenderer" M. R. DUNN CONTRACTORS LTD.

NOTE: The Tenderer's name and residence must be inserted above, and, in case of a partnership, the name and residence of each and every member of the firm must be listed.

TO - THE CORPORATION OF THE TOWN OF AMHERSTBURG

I (WE) M. R. DUNN CONTRACTORS LTD.

having carefully examined the locality and site of the proposed works, and all contract Documents relating thereto, including the Drawings, Form of Tender, Specifications, General Conditions, Special Provisions, Form of Agreement and Addendum/Addenda No.....to..... inclusive hereby tender an offer in accordance therewith to construct the said works in accordance with the Contract Documents for

ONE HUNDRED & FORTY NINE THOUSAND, TWO HUNDRED
FORTY ⁵⁴/₁₀₀ Dollars. \$ 149,240-

Form of Tender

Part A - Fryer Street Watermain

Item No.	Spec. No.	Description	Unit	Estimated Quantity	Unit Price	Total
1	OPSS-701 SP 29	Supply and install watermain PVC Class 150 DR18-C900 a) 6 inch diameter	L.M.	500 450	144 ⁻	72,000 ⁻
2	OPSS-701 SP 30	Supply and Install Valves and Boxes a) 6 inch diameter b) 20" x6" T.S. and W.V. (install only)	Each	3	730 ⁻	2190 ⁻
			Each	1	5350 ⁻	5350 ⁻
3	OPSS-701 SP 31	Supply and install fire hydrant complete with lead, 6 inch valve and box and hydrant tee	Each	1	2800 ⁻	2800 ⁻
4	OPSS-701 SP 32	Private water services a) connect existing services b) install new service to property line	Each	16	300 ⁻	4800 ⁻
			Each	13	710 ⁻	9230 ⁻
5	OPSS-701 SP 34	Replace meter with curb stop and box	Each	11	280 ⁻	3080 ⁻
6	OPSS-701	Reconnect existing fire hydrants complete with water valve and box	Each	2	1400 ⁻	2800 ⁻
7		Remove existing valve box	Each	2	55 ⁻	110 ⁻
8		Granular 'A' road base	C.M.	150	50 ⁻	7500 ⁻
9		Hot Mix, Hot Laid Asphaltic Concrete a) 40mm HL3 b) 50mm HL4	Tonne	50	80 ⁻	4000 ⁻
			Tonne	65	80 ⁻	5200 ⁻
10	SP 45	Contingency Allowance	L.S.	1	\$5,000.00	\$5,000.00
Part A - Tender Price						<u>124,060⁻</u>

Form of Tender

Part 'B' - Pacific Avenue Watermain

Item No.	Spec. No.	Description	Unit	Estimated Quantity	Unit Price	Total
1	OPSS-710 SP 29	Supply and install watermain PVC Class 150 DR18-C900 Watermain a) 200mm Dia.	L.M.	67	270 ⁻	18,090 ⁻
2	OPSS-710 SP 30	Supply and Install Valves and Boxes a) 200mm Dia.	Each	1	1050 ⁻	1050 ⁻
3	OPSS-701 SP 31	Cut and Cap Existing Watermain	Each	2	110 ⁻	220 ⁻
4	OPSS-701 SP 30	Supply and Install Tapping Sleeve and Water Valve	Each	1	3600 ⁻	3600 ⁻
5	OPSS-421 SP 41	Supply and Install 200 x 150mm Dia. Reducer	Each	1	220 ⁻	220 ⁻
6	SP 45	Contingency Allowance	L.S.	1	\$2,000.00	\$2,000.00

Part 'B' - Tender Price 25,180⁻

Total Part 'A' - 124,060⁻

Total Part 'B' - 25,180⁻

Total Tender Price- 149,240⁻

The Tenderer also agrees that this Tender is subject to a formal contract being executed on the Canadian Standard Form of Construction Contract enclosed herein.

The Tenderer agrees to leave all this Tender open for acceptance for a period of sixty (60) days from the Closing Date of Tenders.

The Tenderer agrees that if this Tender is accepted, to furnish a performance and maintenance bond and liability insurance, and accepts payments and complete the works as specified in these Tender Documents.

The Tenderer hereby proposes THE ST. PAUL
.....
.....
.....
.....

(name of authorized Surety Bonding Company of Ontario)

which is willing to become bound with the Tenderer in the required amount for the due performance and fulfilment of the requirements contained in these Tender Documents.

Tenderer's Signature *x All Queen*

Witness *J. Selby*

Dated at *TECHNISEN*

This 27TH Day of SEPT. 2004

NOTE

If Tender is submitted by or on behalf of any Corporation, it must be signed in the name of such Corporation by some duly authorized officer, or agent thereof, who shall subscribe his name and office. The seal of the Corporation shall also be affixed.

FORM OF AGREEMENT

AND

GENERAL CONDITIONS

FRYER STREET AND PACIFIC AVENUE

WATERMANS AND SERVICES

IN

THE TOWN OF AMHERSTBURG

AGREEMENT BETWEEN OWNER AND CONTRACTOR
for use when unit prices form the basis of payment and to be used
only with the General Conditions of the Unit Price Contract.

This Agreement made on the 28th day of October in the year two thousand and four.

by and between

The Corporation of the Town of Amherstburg
hereinafter called the "Owner"

and

M.R. Dunn Contractors Ltd.
hereinafter called the "Contractor"

witnesses: that the parties agree as follows

ARTICLE A-1 THE WORK

The Contractor shall:

- (a) perform the Work required by the Contract Documents for
Fryer Street and Pacific Avenue Watermain Replacement
(insert here the title of the Work and the Project)
which have been signed by the parties, and which were prepared by HGS LIMITED
acting as and hereinafter called "Consultant" and
- (b) do and fulfill everything indicated by this Agreement, and
- (c) Commence the Work by the 1st day of November 2004.
and attain Substantial Performance of the Work, as certified by the Consultant, by the
17th day of December 2004.

ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in Article A-1 of this Agreement and as defined in item 2 of DEFINITIONS. This list is subject to subsequent amendments in accordance with the provisions of the Contract and agreed upon between the parties. Terms used in the Contract Documents which are defined in the attached DEFINITIONS shall have the meanings designated in those DEFINITIONS.

(Insert here, attaching additional pages if required a list identifying the Contract Documents including: the Agreement, General Conditions, Supplementary Conditions, Definitions, drawings, giving drawing number, title, date, revision date or mark, and specifications, giving a list of contents with section numbers and titles, number of pages, and date or revision marks. Clearly identify modifications to the Contract Documents.)

Specifications

- GENERAL INFORMATION TO TENDERERS**
- SPECIAL INFORMATION TO TENDERERS**
- FORM OF TENDER (including Schedule of Unit Pries)**
- FORM OF AGREEMNT AND GENERAL CONDITIONS**
- SPECIAL PROVISIONS**
- STANDARD SPECIFICATIONS**
- STANDARD DETAILS**
- SEWER SPECIFICATIONS**
- WATERMAIN SPECIFICATIONS**
- GENERAL CONDITIONS**

Drawings

<u>Sheet #</u>	<u>Description</u>
1	Index, Legend, Key Plan and Bench Mark
2	Pacific Avenue Watermain
3	Fryer Street Watermain, Alma to Fort
4	Fryer Street Watermain, Fort to Military
5	Fryer Street Watermain, Military to Venetian
6	Miscellaneous Details
7	Miscellaneous Details

ARTICLE A-3 CONTRACT PRICE

- (a) The quantities shown in the Schedule of Contract Unit Prices are estimated. The Contract Price shall be the final sum of the products of the actual quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, and the appropriate Contract Unit Prices, together with any adjustments that are made in accordance with the provisions of the Contract Documents.
- (b) The Estimated Contract Price shall be the sum of the products of the estimated quantities and the appropriate Contract Unit Prices in the Schedule.
- (c) Schedule of Contract Unit Prices.*

(See Attached Form of Tender)

<u>Item</u>	<u>Spec. No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Contract Unit Price</u>	<u>Estimated Total Price</u>
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Continues ...

(c) Schedule of Contract Unit Prices.*

<u>Item</u>	<u>Spec. No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Contract Unit Price</u>	<u>Estimated Total Price</u>
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Estimated Contract Price \$ 149,240.00

One Hundred and Forty Nine Thousand Two Hundred and Forty Dollars in Canadian funds.

** if space for listing items is insufficient, annex a list and make reference thereto.*

ARTICLE A-4 PAYMENT

- (a) The Owner shall pay the Contractor in Canadian funds for the performance of the Contract, the amounts being determined by actual measured quantities of the individual work items contained in the Schedule of Contract Unit Prices in Article A-3(c) of this Agreement, and measured in accordance with the methods of measurement given in specifications.
- (b) Subject to applicable legislation and 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 **TEN percent (10 %)**, the Owner shall:
 - (1) make monthly payments to the Contractor on account of the work performed as certified by the Consultant, and
 - (2) upon Substantial Performance of the Work as certified by the Consultant pay to the Contractor the unpaid balance of holdback monies then due, and
 - (3) upon Total Performance of the Work as certified by the Consultant pay to the Contractor the unpaid balance of monies then due
- (c) In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payment shall be made to the Contractor in accordance with the provisions of GC 20 - INSURANCE.
- (d) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in an award by arbitration or court, interest of **TWELVE percent (12%)** per annum on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

ARTICLE A-5 RIGHTS AND REMEDIES

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

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES

Communications in writing between the parties or between them and the Consultant shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual or to a member of the firm or to an officer of the corporation for whom they are intended or if sent by post or by telegram, to have been delivered within five (5) working days of the date of mailing, dispatch or of delivery to the telegraph company when addressed as follows:

The Owner at 271 Sandwich Street South *street and number and postal box number if applicable*
Amherstburg, Ontario **N9V 2Z3**
post office or district, province, postal code

The Contractor at 485 Little Baseline Road *street and number and postal box number if applicable*
Tecumseh, Ontario **N8N 2L9**
post office or district, province, postal code

The Consultant at 3100 Temple Drive *street and number and postal box number if applicable*
Windsor, Ontario **N8W 5J6**
post office or district, province, postal code

ARTICLE A-7 LAW OF THE CONTRACT

The law of the Place of the Work shall govern the interpretation of the Contract.

ARTICLE A-8 LANGUAGE OF THE CONTRACT

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 language shall prevail.

This Agreement is drawn in English at the request of all parties hereto.

ARTICLE A-9 SUCCESSION

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

In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED
in the presence of:

OWNER

.....
name

.....

.....
signature

.....
name and title

.....
signature

.....
name and title

.....
witness

.....
name and title

CONTRACTOR

.....
name
M.R. DUNN CONTRACTORS LTD.

.....
485 LITTLE BASCONE RD.

.....
TECUMSEH, ONTARIO N8N 2L9

.....
signature

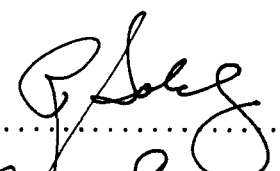
.....
name and title

X 
signature

.....
MICHAEL R. DUNN, PRES.
name and title

.....
witness

.....
name and title


.....
RICK SOLCZ, P.ENG., MANAGER
name and title

N.B. Where legal jurisdiction, local practice, or Owner or Contractor requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the corporation or partnership, parties to this Agreement, should be attached.

DEFINITIONS

The following Definitions shall apply to all Contract Documents.

1. **The Contract**
The Contract Documents form the 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. The Contract supersedes all prior negotiations, representations or agreements, either written or oral, including the bidding documents. The Contract may be amended only as provided in the General Conditions of the Contract.
2. **Contract Documents**
The Contract Documents consist of the executed Agreement between the Owner and Contractor, the General Conditions of the Contract, Supplementary Conditions, Definitions, specifications, drawings and such other documents as are listed in Article A-2 — CONTRACT DOCUMENTS including amendments thereto incorporated before the execution of the Contract and subsequent amendments thereto made pursuant to the provisions of the Contract and agreed upon between the parties.
3. **Owner**
The Owner is the person, firm or corporation identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized agent or representative as designated to the Contractor in writing but does not include the Consultant.
4. **Consultant**
The Consultant is the person, firm or corporation identified as such in the Agreement, and is an Architect or Engineer licensed to practice in the province or territory of the Place of the Work, and is referred to throughout the Contract Documents as if singular in number and masculine in gender.
5. **Contractor**
The Contractor is the person, firm or corporation identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative as designated to the Owner in writing.
6. **Subcontractor**
A Subcontractor is a person, firm or corporation having a direct contract with the Contractor to perform a part or parts of the Work, or to supply products worked to a special design according to the Contract Documents, but does not include one who merely supplies products not so worked. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender.
7. **The Project**
The Project means the total construction contemplated of which the Work may be the whole or a part.
8. **The Work**
The Work means the total construction and related services required by the Contract Documents.
9. **Products**
Products means material, machinery, equipment and fixtures forming the Work but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work and normally referred to as construction machinery and equipment.
10. **Other Contractor**
Other Contractor means a person, firm or corporation employed by or having a separate contract directly or indirectly with the Owner for work other than that required by the Contract Documents.

11. Place of the Work

The Place of the Work is the designated site or location of the Project of which the Work may be the whole or a part.

12. Time

- (a) The Contract Time is the time stipulated in the Contract Documents for Substantial Performance of the Work.
- (b) The date of Substantial Performance of the Work is the date certified as such by the Consultant.
- (c) Day means the calendar day.
- (d) Working day means days other than Saturdays, Sundays and holidays which are observed by the construction industry in the area of the Place of the Work.

13. 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, 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.

14. Total Performance of the Work

Total Performance of the Work means when the entire Work, except those items arising from the provisions of GC 24 -- WARRANTY, has been performed to the requirements of the Contract Documents and is so certified by the Consultant.

15. Changes in the Work

Changes in the Work means the deletion, extension, increase, decrease or alteration of lines, grades, dimensions, methods, drawings or materials of the Work or part thereof, within the scope of the Work contemplated by the Contract Documents.

16. Extra Work

Extra Work means any work or service, the performance of which is beyond the scope of the Work contemplated by the Contract Documents.

THE GENERAL CONDITIONS OF THE UNIT PRICE CONTRACT
(Hereinafter referred to as the General Conditions.)

GC 1 DOCUMENTS

- 1.1 The Contract Documents shall be signed in duplicate by the Owner and the Contractor.
- 1.2 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.
- 1.3 The intent of the Contract Documents is to include the labour, products and services necessary for the performance of the Work in accordance with these documents. It is not intended, however, that the Contractor shall supply products or perform work not consistent with, covered by or properly inferable from the Contract Documents.
- 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.
- 1.5 References to the masculine or the singular shall be considered to include the feminine and the plural as the context requires.
- 1.6 In the event of conflicts between Contract Documents the following shall apply:
 - (a) figured dimensions shown on a drawing shall govern even though they may differ from dimensions scaled on the same drawing,
 - (b) drawings of larger scale shall govern over those of smaller scale of the same date,
 - (c) specifications shall govern over drawings,
 - (d) the General Conditions shall govern over specifications,
 - (e) Supplementary Conditions shall govern over the General Conditions, and
 - (f) the executed Agreement between the Owner and Contractor shall govern over all documents.
 Notwithstanding the foregoing, documents of later date shall always govern.
- 1.7 The Contractor shall be provided without charge with as many copies of the Contract Documents or parts thereof as are necessary for the performance of the Work.
- 1.8 The Contractor shall keep one copy of current Contract Documents and shop drawings at the Place of the Work, in good order and available to the Consultant and his representatives. This requirement shall not be considered to include the executed set of Contract Documents.
- 1.9 Drawings, specifications, models and copies thereof furnished by the Consultant are and shall remain his property with the exception of the signed contract sets belonging to each party to this Contract. Such documents and models are to be used only with respect to the Work and are not to be used on other work. Such documents and models are not to be copied or revised in any manner without the written authorization of the Consultant.
- 1.10 Models furnished by the Contractor at the Owner's expense are the property of the Owner.

GC 2 ADDITIONAL INSTRUCTIONS

- 2.1 During the progress of the Work the Consultant will furnish to the Contractor such additional instructions to supplement the Contract Documents as may be necessary for the performance of the Work. Such instructions shall be consistent with the intent of the Contract Documents.
- 2.2 Additional instructions may be in the form of specifications, drawings, samples, models or other written instructions.
- 2.3 Additional instructions will be issued by the Consultant with reasonable promptness and in accordance with a schedule agreed upon for such instructions.

GC3 CONSULTANT

- 3.1 The Consultant will provide administration of this Contract as described in the Contract Documents.
- 3.2 The Consultant will be the Owner's representative during construction and until completion of any correction of defects under the provisions of GC 24 — WARRANTY, paragraph 24.2, or until the issuance of the Certificate of Total Performance of the Work, whichever is later. The Owner's instructions to the Contractor shall be forwarded through the Consultant. 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 in accordance with paragraph 3.13.
- 3.3 The Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs required for the Work in accordance with the applicable construction safety legislation, other regulations or general construction practice. The Consultant will not be responsible for or have control or charge over the acts or omissions of the Contractor, his Subcontractors, or their agents, employees or other persons performing any of the Work.
- 3.4 The Consultant will visit the site at intervals appropriate to the progress of construction to familiarize himself with the progress and quality of the Work and to record the data necessary to establish the pay quantities under the Schedule of Contract Unit Prices.
- 3.5 Based on the Consultant's observations and his 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 in such amounts, as provided in Article A-4 — PAYMENT and GC 14 — CERTIFICATES AND PAYMENTS.
- 3.6 The Consultant will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both parties to the Contract. Interpretations and decisions of the Consultant shall be consistent with the intent of the Contract Documents and in making his decisions he will not show partiality to either party.
- 3.7 Claims, disputes and other matters in question relating to the performance of the Work or the interpretation of the Contract Documents shall be referred initially to the Consultant in writing for decision which he will give in writing within a reasonable time.
- 3.8 The Consultant will have authority to reject work which in his opinion does not conform to the requirements of the Contract Documents. Whenever he considers it necessary or advisable he will have authority to require special inspection or testing of work whether or not such work be then fabricated, installed or completed. However, neither the Consultant's authority to act nor any decision made by him either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Consultant to the Contractor, his Subcontractors, or their agents, employees or other persons performing any of the Work.
- 3.9 The Consultant will review and take appropriate action upon the Contractor's submittals such as shop drawings, product data, and samples, in accordance with the requirements of the Contract Documents.
- 3.10 The Consultant will prepare change orders in accordance with the requirements of GC 11 — CHANGES IN THE WORK AND EXTRA WORK.
- 3.11 The Consultant will conduct inspections to determine the date of Substantial Performance of the Work and Total Performance of the Work in accordance with the requirements of GC 14 — CERTIFICATES AND PAYMENTS. He 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 his acceptance.
- 3.12 If the Owner and the Consultant agree, the Consultant will provide at the site one or more project representatives to assist the Consultant in carrying out his responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the Contractor but shall in any event provide for the timely recording of the data necessary to establish the pay quantities under the Schedule of Contract Unit Prices.
- 3.13 The duties, responsibilities and limitations of authority of the Consultant as set forth in the Contract Documents will not be modified or extended without the written consent of the Owner, the Contractor and the Consultant.
- 3.14 In the event of the termination of the employment of the Consultant, the Owner shall immediately appoint a Consultant to whom the Contractor makes no reasonable objection and whose status under the Contract shall be that of the former Consultant.

- 3.15 Nothing contained in the Contract Documents shall create any contractual relationship between the Consultant and the Contractor, his Subcontractors, his suppliers, or their agents, employees or other persons performing any of the Work.

GC 4 DELAYS

- 4.1 If the Contractor is delayed in the performance of the Work by an act or omission of the Owner, Consultant, Other Contractor, 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 decide 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.
- 4.2 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 anyone employed or engaged by him directly or indirectly, then the Contract Time shall be extended for such reasonable time as the Consultant may decide 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.
- 4.3 If the Contractor is delayed in the performance of the Work by 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), fire, unusual delay by common carriers or unavoidable casualties or, without limit to any of the foregoing, by a cause beyond the Contractor's control, then the Contract Time shall be extended for such reasonable time as the Consultant may decide in consultation with the Contractor, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension be agreed to by the Contractor. The Contractor shall not be entitled to payment for costs incurred as the result of such delays unless such delays are as the result of actions by the Owner.
- 4.4 No extension shall be made for delay unless written notice of claim is given to the Consultant not later than fourteen (14) days after the commencement of delay, providing however, that in the case of a continuing cause of delay only one notice of claim shall be necessary.
- 4.5 If no schedule is made under GC 2 — ADDITIONAL INSTRUCTIONS, no claim for delay shall be allowed because of failure to furnish instructions until fourteen (14) days after a demand for such instructions has been made and not then unless such claim is reasonable.
- 4.6 The Consultant will not, except by written notice to the Contractor, stop or delay the Work pending instructions or proposed changes in the Work.

GC 5 OWNER'S RIGHT TO PERFORM WORK OR STOP THE WORK OR TERMINATE CONTRACT

- 5.1 If the Contractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors because of his insolvency or if a receiver is appointed because of his insolvency, the Owner may, without prejudice to any other right or remedy he may have, by giving the Contractor or receiver or trustee in bankruptcy written notice, terminate the Contract.
- 5.2 If the Contractor should neglect 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, the Owner may notify the Contractor in writing that he is in default of his contractual obligations and instruct him to correct the default in the five (5) working days immediately following the receipt of such notice.
- 5.3 If the correction of the default cannot be completed in the five (5) working days specified, the Contractor shall be in compliance with the Owner's instructions if he:
- commences the correction of the default within the specified time, and
 - provides the Owner with an acceptable schedule for such correction, and
 - completes the correction in accordance with such schedule.
- 5.4 If the Contractor fails to correct the default in the time specified or subsequently agreed upon, the Owner, without prejudice to any other right or remedy he may have, may:
- 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
 - terminate the Contractor's right to continue with the Work in whole or in part or terminate the Contract.

- 5.5 If the Owner terminates the Contractor's right to continue with the Work under the conditions set out in this General Condition, he shall:
- (a) be entitled to take possession of the premises and products and utilize the construction machinery and equipment the whole subject to the rights of third parties, and finish the Work by whatever method he may consider expedient but without undue delay or expense, and
 - (b) withhold further payments to the Contractor until the Work is finished, and
 - (c) upon Total Performance of the Work, 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 his 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 24 — 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, he shall pay the Contractor the difference, and
 - (d) on expiry of the warranty period, charge the Contractor the amount by which the cost of corrections to his work under GC 24 — 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.
- 5.6 If a performance bond has been provided by the Contractor the provisions of this General Condition shall be exercised in accordance with the conditions of such performance bond.
- 5.7 The Contractor's obligation under the Contract as to quality, correction and warranty of the work performed by him up to the time of termination shall continue in force after such termination.

GC 6 CONTRACTOR'S RIGHT TO STOP THE WORK OR TERMINATE CONTRACT

- 6.1 If the Owner should be adjudged bankrupt or makes a general assignment for the benefit of creditors because of his insolvency or if a receiver is appointed because of his insolvency, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner or receiver or trustee in bankruptcy written notice, terminate the Contract.
- 6.2 If the Work should be stopped or otherwise delayed for a period of thirty (30) 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 him, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner written notice, terminate the Contract.
- 6.3 The Contractor may notify the Owner in writing, with a copy to the Consultant, that the Owner is in default of his contractual obligations if:
- (a) the Consultant fails to issue a certificate in accordance with the provisions of GC 14 — CERTIFICATES AND PAYMENTS, or
 - (b) the Owner fails to pay the Contractor when due the amounts certified by the Consultant or awarded by arbitration or court, or
 - (c) the Owner violates the requirements of the Contract to a substantial degree and the Consultant confirms by written statement to the Contractor that sufficient cause exists.
- The Contractor's written notice to the Owner shall advise that if the default is not corrected in the five (5) working days immediately following the receipt of the written notice the Contractor may, without prejudice to any other right or remedy he may have, stop the Work or terminate the Contract.
- 6.4 If the Contractor terminates the Contract under the conditions set out above, he shall be entitled to be paid for all work performed in accordance with the Schedule of Contract Unit Prices and for loss sustained upon products and construction machinery and equipment and such other damages as the Contractor may have sustained as a result of the termination of the Contract.

GC 7 DISPUTES

- 7.1 Differences between the parties to the Contract as to the interpretation, application or administration of this 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 decision of the Consultant pursuant to the provisions of GC 3 — CONSULTANT, paragraphs 3.6 and 3.7, shall be settled in accordance with the requirements of this General Condition.

- 7.2 The claimant shall give written notice of such dispute to the other party no later than thirty (30) days after the receipt of the Consultant's decision given under GC 3 -- CONSULTANT, paragraph 3.7. Such notice shall set forth particulars of the matters in dispute, the probable extent and value of the damage and the relevant provisions of the Contract Documents. The other party shall reply to such notice no later than fourteen (14) days after he receives or is considered to have received it, setting out in such reply his grounds and other relevant provisions of the Contract Documents.
- 7.3 If the matter in dispute is not resolved promptly the Consultant will give such instructions as in his 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 they 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 he was required to do beyond what the Contract Documents correctly understood and interpreted would have required him to do, including costs resulting from interruption of the Work.
- 7.4 It is agreed that no act by either party shall be construed as a renunciation or waiver of any of his rights or recourses, provided he has given the notices in accordance with paragraph 7.2 and has carried out the instructions as provided in paragraph 7.3.
- 7.5 If the parties have agreed to submit disputes to arbitration pursuant to a Supplementary Condition to the Contract, or by subsequent agreement, then the dispute shall be submitted to arbitration in accordance with the provisions of the arbitration legislation of the Place of the Work.
- 7.6 If no provision or agreement is made for arbitration then either party may submit the dispute to such judicial tribunal as the circumstances may require.
- 7.7 In recognition of the obligation by the Contractor to perform the disputed work as provided in paragraph 7.3, it is agreed that settlement of dispute proceedings may be commenced immediately following the dispute in accordance with the foregoing settlement of dispute procedures.

GC 8 ASSIGNMENT

- 8.1 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.

GC 9 OTHER CONTRACTORS

- 9.1 The Owner reserves the right to let separate contracts in connection with the Project of which the Work is a part, or do certain work by his own forces.
- 9.2 When separate contracts are awarded for different parts of the Project, or work is performed by the Owner's own forces, the Owner shall:
- (a) provide for the co-ordination of the work of his own forces and of each separate contract with the Work of this Contract, and
 - (b) ensure that insurance coverage is provided to the same requirements as are called for in GC 20 -- INSURANCE. Such insurance shall be co-ordinated with the insurance coverage of this Contractor as it affects the Work of this Contract.
- 9.3 The Contractor shall co-ordinate the Work of this Contract with the work of Other Contractors and connect as specified or shown in the Contract Documents. If there is a change in the scope of the work required for the planning and performance of this co-ordination and connection, the changes shall be authorized in accordance with GC 11 -- CHANGES IN THE WORK AND EXTRA WORK, and the value of the changes shall be determined in accordance with GC 12 -- VALUATION AND CERTIFICATION OF CHANGES IN THE WORK.
- 9.4 The Contractor shall report to the Consultant any apparent deficiencies in Other Contractors' work which would affect the Work of this Contract immediately they come to his attention and shall confirm such report in writing. Failure by the Contractor to so report shall invalidate any claims against the Owner by reason of the deficiencies of Other Contractors' work except as to those of which he was not reasonably aware.
- 9.5 The Owner shall take all reasonable precautions to avoid labour disputes or other disputes on the Project arising from the work of Other Contractors.

GC 10 SUBCONTRACTORS

- 10.1 The Contractor agrees to preserve and protect the rights of the parties under the Contract with respect to work to be performed under subcontract and to:
- (a) enter into contracts or written agreements with his Subcontractors to require them to perform their work in accordance with and subject to the terms and conditions of the Contract Documents, and
 - (b) be as fully responsible to the Owner for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.
- The Contractor therefore agrees that he will incorporate the terms and conditions of the Contract Documents into all subcontract agreements he enters into with his Subcontractors.
- 10.2 The Contractor agrees to employ those Subcontractors proposed by him in writing and accepted by the Owner at the signing of the Contract.
- 10.3 The Owner may, for reasonable cause, object to the use of a proposed Subcontractor and require the Contractor to employ one of the other subcontract bidders.
- 10.4 In the event that the Owner requires a change from a proposed Subcontractor the Contract Price shall be adjusted by the difference in cost and mark-up occasioned by such required change.
- 10.5 The Contractor shall not be required to employ as a Subcontractor a person or firm to whom he may reasonably object.
- 10.6 The Consultant may, upon reasonable request and at his discretion, provide to a Subcontractor information as to the percentage or quantity of the Subcontractor's work which has been certified for payment.
- 10.7 Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor and the Owner.

GC 11 CHANGES IN THE WORK AND EXTRA WORK

- 11.1 **Changes in the Work:**
Except as provided in GC 12 – VALUATION AND CERTIFICATION OF CHANGES IN THE WORK, paragraph 12.4:
- (a) the Owner, through the Consultant, without invalidating the Contract, may make Changes in the Work with the Contract Price and Contract Time being adjusted accordingly by written order, and
 - (b) no Changes in the Work shall be proceeded with without a written order signed by the Owner and no claim for a change in the Contract Price or change in the Contract Time shall be valid unless so ordered and at the same time valued or agreed to be valued as provided in GC 12 – VALUATION AND CERTIFICATION OF CHANGES IN THE WORK.
- 11.2 **Extra Work:**
- (a) The Owner may offer the Contractor Extra Work. If the terms and conditions for the performance of the Extra Work are agreed upon, the Owner, through the Consultant, shall issue a written change order amending the Contract Price and Contract Time as appropriate, or a written order to proceed until a price and change in time are agreed upon by the parties and a change order can be issued.

GC 12 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK

- 12.1 If the type of work involved in a Change in the Work is included in the items contained in the Schedule of Contract Unit Prices in Article A-3 – CONTRACT PRICE, paragraph (c), it shall be performed on the same payment basis as the original Work except as described in paragraphs 12.7 and 12.8, and the Contract Time shall be extended for such time as the Consultant may decide in consultation with the Contractor.
- 12.2 If the type of work involved in a Change in the Work is not included in the items contained in the Schedule of Contract Unit Prices in Article A-3 – CONTRACT PRICE, paragraph (c), or is such as to alter the nature or intent of the work included in this Schedule, the value of such change shall be determined in one or more of the following methods:
- (a) by estimate and acceptance in a lump sum;
 - (b) by unit prices agreed upon;
 - (c) by cost and a fixed or percentage fee;
 - (d) by variation of the Contract Unit Prices.

- 12.3 When a Change in the Work covered by paragraph 12.2 is proposed or required the Contractor shall present to the Consultant for approval his claim for a change in the Contract Price and change in Contract Time with appropriate documentation in a form acceptable to the Consultant. The Consultant will satisfy himself as to the correctness of such claim and, when approved by the Owner, a change order shall be issued to the Contractor amending the Contract Price and Contract Time as appropriate. The value of work performed in the change shall be included for payment with the regular certificates for payment.
- 12.4 In the case of Changes in the Work to be paid for under methods (b) and (c) of paragraph 12.2, the form of presentation of costs and methods of measurement shall be agreed to by the Consultant and Contractor before proceeding with the change. The Contractor shall keep accurate records, as agreed upon, of quantities or costs and present an account of the cost of the Change in the Work, together with vouchers where applicable.
- 12.5 If the method of valuation, measurement, change in Contract Price and change in Contract Time cannot be promptly agreed upon, and the change is required to be proceeded with then the Consultant in the first instance will determine the method of valuation, measurement and the change in Contract Price and Contract Time subject to final determination in the manner set out in GC 7 — DISPUTES. In this case the Consultant will, with the consent of the Owner, issue a written authorization for the change setting out the method of valuation and if by lump sum his valuation of the change in Contract Price and Contract Time.
- 12.6 In the case of a dispute in the valuation of a change authorized in the Work and pending final determination of such value, the Consultant will certify the value of work performed in accordance with his own evaluation of the change and include the amount with the regular certificates for payment. The Contractor shall keep accurate records of quantities and cost of such work.
- 12.7 Should the actual quantity of an item in the Schedule of Contract Unit Prices referred to in Article A-3 — CONTRACT PRICE, paragraph (c), vary by more than 15% of the estimated quantity, either the Owner or the Contractor may request a revision to the Contract Unit Price contained in the Schedule. Such a request for a revision in a Contract Unit Price shall be given as soon as reasonably possible after the party concerned becomes aware of the circumstances.
- 12.8 If a revision to a Contract Unit Price is negotiated, then:
- (a) the revised unit price in the case of a decrease of more than 15% of the estimated quantity will apply to the actual work performed for that item, and
 - (b) the revised unit price in the case of an increase of more than 15% of the estimated quantity will apply to the excess quantity of work for that item only.
- 12.9 If either party requests renegotiation of a Contract Unit Price, both parties agree to act promptly in order to arrive at an equitable revision of the Contract Unit Price prior to proceeding with the work so affected. If agreement of such renegotiation cannot be reached, the Contractor shall proceed with the work and the matter shall be subject to final determination in the manner set out in GC 7 — DISPUTES. Pending such settlement, payment for the work performed shall be made on the regular certificates for payment on the basis of the Contract Unit Prices.
- 12.10 It is intended in all matters referred to above that the Owner, the Consultant and Contractor shall act promptly.

GC 13 APPLICATIONS FOR PAYMENT

- 13.1 Applications for payment on account may be made monthly as the Work progresses.
- 13.2 Applications for payment shall be dated the last day of the agreed monthly payment period and the amount claimed shall be for the value of work performed and products delivered to the Place of the Work at that date.
- 13.3 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.
- 13.4 Applications for release of holdback monies following Substantial Performance of the Work and the application for final payment shall be made at the time and in the manner set forth in GC 14 — CERTIFICATES AND PAYMENTS.

GC 14 CERTIFICATES AND PAYMENTS

- 14.1 The Consultant will, no later than ten (10) days after the receipt of an application for payment from the Contractor submitted in accordance with GC 13 — APPLICATIONS FOR PAYMENT, issue a certificate for payment in the amount applied for or in such other amount as he determines to be properly due. If the Consultant amends the application, he will promptly notify the Contractor in writing giving his reasons for the amendment.

- 14.2 The Owner shall make payment to the Contractor on account in accordance with the provisions of Article A-4 — PAYMENT no later than fifteen (15) days after the issuance of a certificate for payment by the Consultant.
- 14.3 The Consultant will, no later than ten (10) days after the receipt of an application from the Contractor for a certificate of Substantial Performance of the Work, make an inspection and assessment of the Work to verify the validity of the application. The Consultant will, no later than seven (7) days after his inspection, notify the Contractor of his approval or the reasons for his disapproval of the application. When the Consultant finds that Substantial Performance of the Work has been reached he will issue such a certificate. The date of Substantial Performance of the Work shall be as stated in this certificate. Immediately following the issuance of the certificate of Substantial Performance of the Work, the Consultant, in consultation with the Contractor, will establish a reasonable date for the Total Performance of the Work.
- 14.4 Immediately following the issuance of the certificate of Substantial Performance of the Work the Consultant will issue a certificate for payment of holdback monies. The holdback monies authorized by this certificate shall become due and payable on the day following the expiration of the statutory limitation period stipulated in the lien legislation applicable to the Place of the Work or where such legislation does not exist or apply in accordance with such other legislation, industry practice or such other provisions which may be agreed to between the parties, providing that the Owner may retain out of such holdback monies any sums required by law to satisfy any liens against the Work or other monetary claims against the Contractor and enforceable against the Owner and that the Contractor has submitted to the Owner a sworn statement that all accounts for labour, subcontracts, products, construction machinery and 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 holdback monies properly retained.
- 14.5 Where legislation permits and where, upon application by the Contractor, the Consultant has certified that the work of a Subcontractor has been totally performed to his satisfaction prior to the Substantial Performance of the Work, the Owner shall pay the Contractor the holdback retained for such Subcontractor on the day following the expiration of the statutory limitation period for such Subcontractor stipulated in the lien legislation applicable to the Place of the Work.
- 14.6 Notwithstanding the provisions of paragraph 14.5 and notwithstanding the wording of such certificates the Contractor shall ensure that such work is protected pending the Total Performance of the Work and be responsible for the correction of defects in it regardless of whether or not they were apparent when such certificates were issued.
- 14.7 The Consultant will, no later than ten (10) days after the receipt of an application from the Contractor for payment upon Total Performance of the Work, make an inspection and assessment of the Work to verify the validity of the application. The Consultant will, no later than seven (7) days after his inspection, notify the Contractor of his approval or the reasons for his disapproval of the application. When the Consultant finds that Total Performance of the Work has been reached he will issue a certificate of Total Performance of the Work and certify for payment the remaining monies due to the Contractor under the Contract less holdback monies which are required to be retained. The date of Total Performance of the Work shall be as stated in this certificate. Subject to the provisions of GC 18 — WORKERS' COMPENSATION INSURANCE, paragraph 18.1 the Owner shall, no later than fifteen (15) days after the issuance of such certificate, make payment to the Contractor in accordance with the provisions of Article A-4 — PAYMENT.
- 14.8 The release of the remaining holdback monies shall become due and payable on the day following the expiration of the statutory limitation period stipulated in the lien legislation applicable to the Place of the Work, or where such legislation does not exist or apply in accordance with such other legislation, industry practice or such other provisions which may be agreed to between the parties, providing that the Owner may retain out of such holdback monies any sums required by law to satisfy any liens against the Work or other monetary claims against the Contractor and enforceable against the Owner and that the Contractor has submitted to the Owner a sworn statement that all accounts for labour, subcontracts, products, construction machinery and equipment and other indebtedness which may have been incurred by the Contractor in the Total Performance of the Work and for which the Owner might in any way be held responsible have been paid in full except holdback monies properly retained.
- 14.9 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 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 work is finished only such monies as the Consultant determines are sufficient and reasonable to cover the cost of performing such remaining work and to adequately protect the Owner from claims.

- 14.10 No payment made by the Owner under this Contract or partial or entire use or occupancy of the Work by the Owner shall constitute an acceptance of work or products which are not in accordance with the requirements of the Contract Documents.
- 14.11 All certificates issued by the Consultant shall be to the best of his knowledge, information and belief. By issuing any certificate the Consultant does not guarantee the correctness or completeness of the Work.
- 14.12 As of the date of Total Performance of the Work, as set out in the certificate of Total Performance of the Work, the Owner expressly waives and releases the Contractor from all claims against the Contractor including without limitation those that might arise from the negligence or breach of contract by the Contractor except one or more of the following:
- (a) those made in writing prior to the date of Total Performance of the Work and still unsettled;
 - (b) those arising from the provisions of GC 19 — INDEMNIFICATION or GC 24 — WARRANTY;

In the Common Law provinces GC 14.12(c) shall read as follows:

- (c) those made in writing within a period of six years from the date of Substantial Performance of the Work, as set out in the certificate of Substantial Performance of the Work, or within such shorter period as may be prescribed by any limitation statute of the province or territory of the Place of the Work and arising from any liability of the Contractor for damages resulting from his performance of the Contract with respect to substantial defects or deficiencies in the Work for which the Contractor is proven responsible.

As used herein "substantial defects or deficiencies" means those defects or deficiencies in the Work which affect the Work to such an extent or in such manner that a significant part or the whole of the Work is unfit for the purpose intended by the Contract Documents.

In the Province of Quebec GC 14.12(c) shall read as follows:

- (c) those arising under the provisions of Article 1688 of the Civil Code.

- 14.13 As of the date of Total Performance of the Work, as set out in the certificate of Total Performance of the Work, the Contractor expressly waives and releases the Owner from all claims against the Owner including without limitation those that might arise from the negligence or breach of contract by the Owner except those made in writing prior to the Contractor's application for payment upon Total Performance of the Work and still unsettled.
- 14.14 Notwithstanding GC 1 — DOCUMENTS, paragraph 1.6, in the event of conflict between the provisions of this General Condition and Article A-5 — RIGHTS AND REMEDIES paragraph (a) or GC 22 — DAMAGES AND MUTUAL RESPONSIBILITY, the provisions of this General Condition shall govern.

GC 15 TAXES AND DUTIES

- 15.1 Unless otherwise stated in Supplementary Conditions the Contractor shall pay the government sales taxes, customs duties and excise taxes with respect to the Contract.
- 15.2 Where an exemption or recovery of government sales taxes, customs duties or excise taxes is applicable to the Contract, the procedure shall be as established in the Supplementary Conditions.
- 15.3 Any increase or decrease in costs to the Contractor due to changes in such taxes and duties after the date of the tender shall increase or decrease the Contract Price accordingly.

GC 16 LAWS, NOTICES, PERMITS AND FEES

- 16.1 The laws of the Place of the Work shall govern the Work.
- 16.2 The Contractor shall obtain the permits, licences and certificates and pay the fees required for the performance of the Work which are in force at the date of tender closing, but this shall not include the obtaining of permanent easements or rights of servitude.
- 16.3 The Contractor shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction 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.

- 16.4 The Contractor shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work. If the Contract Documents are at variance therewith, or changes which require modification to the Contract Documents are made to the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of tender closing, the Contractor shall notify the Consultant in writing requesting direction immediately such variance or change becomes known to him. The Consultant will make the changes required to the Contract Documents in accordance with GC 11 — CHANGES IN THE WORK AND EXTRA WORK and the value of the changes shall be determined in accordance with GC 12 — VALUATION AND CERTIFICATION OF CHANGES IN THE WORK.
- 16.5 If the Contractor fails to notify the Consultant in writing and obtain his direction as required in paragraph 16.4 and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction, the Contractor shall be responsible for and shall correct the violations thereof and shall bear the costs, expense and damages attributable to his failure to comply with the provisions of such laws, ordinances, rules, regulations, codes and orders.

GC 17 PATENT FEES

- 17.1 The Contractor shall pay the royalties and patent licence fees required for the performance of the Contract. He 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 he may be liable.
- 17.2 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 18 WORKERS' COMPENSATION INSURANCE

- 18.1 Prior to commencing the Work and prior to receiving payment on Substantial and Total Performance of the Work, the Contractor shall provide evidence of compliance with the requirements of the province or territory of the Place of the Work with respect to workers' compensation insurance including payments due thereunder.
- 18.2 At any time during the term of the Contract, when requested by the Owner, the Contractor shall provide such evidence of compliance by himself and his Subcontractors.

GC 19 INDEMNIFICATION

- 19.1 The Contractor shall indemnify and hold harmless the Owner and the Consultant, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, the Contractor's performance of the Contract (hereinafter called "claims"), provided such claims are:
- (a) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and
 - (b) caused by negligent acts or omissions of the Contractor or anyone for whose acts he may be liable, and
 - (c) made in writing within a period of six years from the date of Substantial Performance of the Work, as set out in the certificate of Substantial Performance of the Work, or within such shorter period as may be prescribed by any limitation statute of the province or territory of the Place of the Work.
- The Owner expressly waives the right to indemnity for claims other than those stated above.
- 19.2 The obligation of the Contractor to indemnify hereunder shall be limited to one million dollars per occurrence from the commencement of the Work until Substantial Performance of the Work and thereafter to an aggregate limit of one million dollars.
- 19.3 The Owner shall indemnify and hold harmless the Contractor, his agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of the Work.
- 19.4 Notwithstanding GC 1 — DOCUMENTS paragraph 1.6, in the event of conflict between the provisions of this General Condition and Article A-5 — RIGHTS AND REMEDIES paragraph (a) or GC 22 — DAMAGES AND MUTUAL RESPONSIBILITY, the provisions of this General Condition shall govern.

GC20 INSURANCE

20.1 Without restricting the generality of GC 19 — INDEMNIFICATION, the Contractor shall provide, maintain and pay for the insurance coverages listed in this General Condition unless otherwise stipulated:

(a) **General Liability Insurance:**

General liability insurance shall be in the joint names of the Contractor, the Owner, and the Consultant with limits of not less than one million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, with a property damage deductible of five hundred dollars. The form of this insurance shall be the latest edition of CCDC Form 101 and shall be maintained continuously from commencement of the Work until twelve (12) months following the date of Substantial Performance of the Work, as set out in the certificate of Substantial Performance of the Work, or until the certificate of Total Performance of the Work is issued, whichever is the later, and with respect to completed operations coverage for a period of not less than twenty-four (24) months from the date of Total Performance of the Work, as set out in the certificate of Total Performance of the Work, and thereafter to be maintained for a further period of four (4) years. Should the Contractor decide not to employ Subcontractors for operations requiring the use of explosives for blasting, or pile driving or caisson work, or removal or weakening of support of property, building or land; CCDC Form 101 as required shall include Endorsement CCDC Form 101-2.

(b) **Automobile Liability Insurance:**

Automobile liability insurance in respect of licensed vehicles shall have limits of not less than one million dollars inclusive per occurrence for bodily injury, death, and damage to property, in the following forms endorsed to provide the Owner with not less than fifteen (15) days written notice in advance of any cancellation, change or amendment restricting coverage:

- (1) Standard non-owned automobile policy including standard contractual liability endorsement.
- (2) Standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Contractor.

(c) **Aircraft and Watercraft Liability Insurance:**

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

(d) **Property and Boiler Insurance:**

- (1) All risks property insurance shall be in the joint names of the Contractor, the Owner and the Consultant, insuring not less than the sum of the amount of the Estimated Contract Price and the full value, as stated in the Supplementary Conditions, of products that are specified to be provided by the Owner for incorporation into the Work, with a deductible not exceeding one percent of the amount insured at the site of the Work. The form of this insurance shall be the latest edition of CCDC Form 201 and shall be maintained continuously until ten (10) days after the date of Total Performance of the Work, as set out in the certificate of Total Performance of the Work.
- (2) Boiler insurance insuring the interests of the Contractor, the Owner and the Consultant for not less than the replacement value of boilers and pressure vessels forming part of the Work. The form of this insurance shall be the latest edition of CCDC Form 301 and shall be maintained continuously from commencement of use or operation of the property insured and until ten (10) days after the date of Total Performance of the Work, as set out in the certificate of Total Performance of the Work.
- (3) Should the Owner wish to use or occupy part or all of the Work he shall give thirty (30) days written notice to the Contractor of the intended purpose and extent of such use or occupancy. Prior to such use or occupancy the Contractor shall notify the Owner in writing of the additional premium cost, if any, to maintain property and boiler insurance, which shall be at the Owner's expense. If because of such use or occupancy the Contractor is unable to provide coverage, the Owner upon written notice from the Contractor and prior to such use or occupancy shall provide, maintain and pay for property and boiler insurance insuring the full value of the Work, as in subparagraphs (1) and (2), in CCDC Forms 201 and 301, including coverage for such use or occupancy and shall provide the Contractor with proof of such insurance. The Contractor shall refund to the Owner the unearned premiums applicable to the Contractor's policies upon termination of coverage.

- (4) The policies shall provide that, in the event of a loss or damage, payment shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner and himself 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 decide in consultation with the Contractor.
- (5) **Payment for loss or damage:**
The Contractor shall be entitled to receive from the Owner, in addition to the amount due under the Contract, the amount at which the Owner's interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds and in accordance with the requirements of GC 13 — APPLICATIONS FOR PAYMENT and GC 14 — CERTIFICATES AND PAYMENTS. In addition the Contractor shall be entitled to receive from the payments made by the Insurer the amount of the Contractor's interest in the restoration of the Work.
- (6) The Contractor shall be responsible for deductible amounts under the policies except where such amounts may be excluded from the Contractor's responsibility by the terms of GC 21 — PROTECTION OF WORK AND PROPERTY and GC 22 — DAMAGES AND MUTUAL RESPONSIBILITY.
- (7) In the event of loss or damage to the Work arising from the work or act of an Other Contractor, the Owner, in accordance with his obligations under GC 9 — OTHER CONTRACTORS, paragraph 9.2, shall pay the Contractor the cost of restoring the Work as the restoration of the Work proceeds and in accordance with the requirements of GC 13 — APPLICATIONS FOR PAYMENT and GC 14 — CERTIFICATES AND PAYMENTS.

(e) Contractors' Equipment Insurance:

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

- 20.2 Unless specified otherwise the duration of each insurance policy shall be from the date of commencement of the Work until the date of Total Performance of the Work, as set out in the certificate of Total Performance of the Work.
- 20.3 The Contractor shall provide the Owner with proof of insurance prior to commencement of the Work and shall promptly provide the Owner with a certified true copy of each insurance policy exclusive of information pertaining to premium or premium bases used by the Insurer to determine the cost of the insurance.
- 20.4 If the Contractor fails to provide or maintain insurance as required in this General Condition or elsewhere in the Contract Documents, then the Owner shall have the right to provide and maintain such insurance and give evidence thereof to the Contractor and the Consultant. The cost thereof shall be payable by the Contractor to the Owner on demand or the Owner may deduct the costs thereof from monies which are due or may become due to the Contractor.

GC 21 PROTECTION OF WORK AND PROPERTY

- 21.1 The Contractor shall protect the Work and the Owner's property and property adjacent to the Place of the Work from damage and shall be responsible for damage which may arise as the result of his operations under the Contract except damage which occurs as the result of:
 - (a) errors in the Contract Documents;
 - (b) acts or omissions by the Owner, the Consultant, Other Contractors, their agents and employees.
- 21.2 Should the Contractor in the performance of this Contract damage the Work, the Owner's property or property adjacent to the Place of the Work, the Contractor shall be responsible for the making good of such damage at his expense.
- 21.3 Should damage occur to the Work or Owner's property for which the Contractor is not responsible as provided in paragraph 21.1 he shall make good such damage to the Work and if the Owner so directs to the Owner's property and the Contract Price and Contract Time shall be adjusted in accordance with GC 11 — CHANGES IN THE WORK AND EXTRA WORK and the value of the changes shall be determined in accordance with GC 12 — VALUATION AND CERTIFICATION OF CHANGES IN THE WORK.

GC 22 DAMAGES AND MUTUAL RESPONSIBILITY

- 22.1 If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone for whom he is responsible in law, then he shall be reimbursed by the other party for such damage. The party reimbursing the other party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.
- 22.2 Claims under this General Condition shall be made in writing to the party liable within reasonable time after the first observance of such damage and may be adjusted by agreement or in the manner set out in GC 7 – DISPUTES.
- 22.3 If the Contractor has caused damage to an Other Contractor on the Work, the Contractor agrees upon due notice to settle with such Other Contractor by agreement or arbitration, if he will so settle. If such Other Contractor sues the Owner on account of damage alleged to have been so sustained, the Owner shall notify the Contractor and may require the Contractor to defend the action at the Contractor's expense. If a final order or judgment against the Owner arises therefrom the Contractor shall pay or satisfy it and pay the costs incurred by the Owner.
- 22.4 If the Contractor becomes liable to pay or satisfy a final order, judgment or award against the Owner then the Contractor, upon undertaking to indemnify the Owner against any and all liability for costs, shall have the right to appeal in the name of the Owner such final order or judgment to any and all courts of competent jurisdiction.

GC 23 BONDS

- 23.1 The Contractor shall promptly provide to the Owner the surety bonds called for in the tender documents.
- 23.2 Such bonds shall be issued by a duly licensed surety company authorized to transact a 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.

GC 24 WARRANTY

- 24.1 The Contractor shall be responsible for the proper performance of the Work only to the extent that the design and specifications permit such performance.
- 24.2 Subject to paragraph 24.1 the Contractor agrees to correct promptly, at his own expense, defects or deficiencies in the Work which appear prior to and during the period of one year from the date of Substantial Performance of the Work, as set out in the certificate of Substantial Performance of the Work, or such longer periods as may be specified for certain products or work.
- 24.3 During the period provided in GC 3 – CONSULTANT, paragraph 3.2, the Consultant shall promptly give the Contractor written notice of observed defects and deficiencies.
- 24.4 The Contractor agrees to correct or pay for damage resulting from corrections made under the requirements of paragraph 24.2.

GC 25 CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

- 25.1 The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformance with the Contract Documents. He 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.
- 25.2 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 safety legislation.
- 25.3 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structural and other temporary facilities and the design and execution of construction methods required in their use. The Contractor shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform these functions where required by law or by the Contract Documents and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 25.4 Notwithstanding the provisions of paragraphs 25.1 and 25.3, or provisions to the contrary elsewhere in the Contract Documents where such Contract Documents include designs for temporary structural and other temporary facilities or specify a method of construction in whole or in part, such facilities and methods 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 that he is responsible for the execution of the Work.

- 25.5 The Contractor shall review the Contract Documents and shall promptly report to the Consultant any error, inconsistency or omission he may discover. Such review by the Contractor shall be to the best of his 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 he did not discover. If the Contractor does discover any error, inconsistency or omission in the Contract Documents he shall not proceed with the work affected until he has received corrected or missing information from the Consultant.
- 25.6 The Contractor shall prepare and update as required a construction schedule indicating the timing of the major activities of the Work. The schedule shall be designed to ensure conformance with the required Contract Time. The schedule shall be submitted to the Owner and the Consultant for their information within a reasonable time from the date of Contract award. The Contractor shall monitor the progress of the Work relative to the schedule and advise the Consultant of any revisions required as the result of delays as provided in GC 4 — DELAYS, indicating the results expected from the resultant change in schedule.

GC 26 SUPERINTENDENCE

- 26.1 The Contractor shall employ a competent supervisor and necessary assistants who shall be in attendance at the Place of the Work while work is being performed.
- 26.2 The supervisor shall be satisfactory to the Consultant and shall not be changed except for good reason and only then after consultation with the Consultant.
- 26.3 The supervisor shall represent the Contractor at the Place of the Work and instructions given to him by the Consultant shall be held to have been given to the Contractor. Important instructions shall be confirmed to the Contractor in writing; other instructions shall be so confirmed if requested.

GC 27 LABOUR AND PRODUCTS

- 27.1 Unless otherwise stipulated elsewhere in the Contract Documents, the Contractor shall provide and pay for labour, products, tools, construction machinery and equipment, water, heat, light, power, transportation and other facilities and services necessary for the performance of the Work in accordance with the Contract.
- 27.2 Products provided shall be new unless otherwise specified in the Contract Documents. Products which are not specified shall be of a quality best suited to the purpose required and their use subject to the approval of the Consultant.
- 27.3 The Contractor shall maintain good order and discipline among his employees engaged on the Work and shall not employ on the Work anyone not skilled in the task assigned to him.

GC 28 SUBSURFACE CONDITIONS

- 28.1 The Contractor shall promptly notify the Consultant in writing if in his opinion the subsurface conditions at the Place of the Work differ materially from those indicated in the Contract Documents, or a reasonable assumption of probable conditions based thereon.
- 28.2 After prompt investigation, should the Consultant determine that conditions do differ materially, he will issue appropriate instructions for changes in the Work in accordance with GC 11 — CHANGES IN THE WORK AND EXTRA WORK, and the value of the changes shall be determined in accordance with GC 12 — VALUATION AND CERTIFICATION OF CHANGES IN THE WORK.

GC 29 USE OF THE WORK

- 29.1 The Contractor shall confine his apparatus, the storage of products, and the operations of his employees to limits indicated by laws, ordinances, permits or the Contract Documents and shall not unreasonably encumber the premises with his products.
- 29.2 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 30 CLEANUP AND FINAL CLEANING OF THE WORK

- 30.1 The Contractor shall maintain the Work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner, Other Contractors or their employees.
- 30.2 Upon attaining Substantial Performance of the Work, the Contractor shall remove his surplus products, tools, construction machinery and equipment not required for the performance of the remaining work. He shall also remove waste products and debris other than that caused by the Owner, Other Contractors or their employees, and leave the Work clean and suitable for occupancy by the Owner unless otherwise specified.
- 30.3 Total Performance of the Work shall not be attained until the Contractor has removed his surplus products, tools, construction machinery and equipment. He shall also have removed waste products and debris, other than that caused by the Owner, Other Contractors or their employees.

GC 31 CUTTING AND REMEDIAL WORK

- 31.1 The Contractor shall do the cutting and remedial work required to make the several parts of the Work come together properly.
- 31.2 The Contractor shall co-ordinate the Work to ensure that this requirement is kept to a minimum.
- 31.3 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 12 — VALUATION AND CERTIFICATION OF CHANGES IN THE WORK.
- 31.4 Cutting and remedial work shall be performed by specialists familiar with the materials affected and shall be performed in a manner to neither damage nor endanger the Work.

GC 32 INSPECTION OF THE WORK

- 32.1 The Owner and the Consultant or their authorized agents or representatives shall at all times have access to the Work. If parts of the Work are in preparation at locations other than the Place of the Work, the Owner and the Consultant or their authorized agents or representatives shall be given access to such work whenever it is in progress.
- 32.2 If work is designated for special tests, inspections or approvals in the Contract Documents, or by the Consultant's instructions, or the laws or ordinances of the Place of the Work, the Contractor shall give the Consultant timely notice requesting inspection. Inspection by the Consultant shall be made promptly. The Contractor shall arrange for inspections by other authorities and shall give the Consultant timely notice of the date and time.
- 32.3 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, he shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed and make good such work at his own expense.
- 32.4 The Consultant may order any part or parts of the Work to be specially examined should he believe that such work is not in accordance with the requirements of the Contract Documents. If, upon examination such work be found not in accordance with the requirements of the Contract Documents, the Contractor shall correct such work and pay the cost of examination and correction. If such work be found in accordance with the requirements of the Contract Documents, the Owner shall pay the cost of examination and replacement.
- 32.5 The Contractor shall furnish promptly to the Consultant two (2) copies of certificates and inspection reports relating to the Work.

GC 33 REJECTED WORK

- 33.1 Defective work, whether the result of poor workmanship, use of defective products, or damage through carelessness or other act or omission of the Contractor and whether incorporated in the Work or not, which has been rejected by the Consultant as failing to conform to the Contract Documents shall be removed promptly from the Place of the Work by the Contractor and replaced or re-executed promptly in accordance with the Contract Documents at the Contractor's expense.
- 33.2 Other Contractors' work destroyed or damaged by such removals or replacements shall be made good promptly at the Contractor's expense.
- 33.3 If in the opinion of the Consultant it is not expedient to correct defective work or work not performed in accordance with the Contract Documents, the Owner may deduct from the monies otherwise due to the Contractor the difference in value between the work as performed and that called for by the Contract Documents, the amount of which will be determined in the first instance by the Consultant.

GC 34 SHOP DRAWINGS

- 34.1 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by the Contractor to illustrate details of a portion of the Work.
- 34.2 The Contractor shall arrange for the preparation of clearly identified shop drawings as called for by the Contract Documents or as the Consultant may reasonably request.
- 34.3 Prior to submission to the Consultant the Contractor shall review all shop drawings. By this review the Contractor represents that he has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data or will do so and that he has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents. The Contractor's review of each shop drawing shall be indicated by stamp, date, and signature of a responsible person.
- 34.4 The Contractor shall submit shop drawings to the Consultant for his review with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the work of Other Contractors. If either the Contractor or the Consultant so requests they shall jointly prepare a schedule fixing the dates for submission and return of shop drawings. Shop drawings shall be submitted in the form of reproducible transparencies or prints as the Consultant may direct. At the time of submission the Contractor shall notify the Consultant in writing of any deviations in the shop drawings from the requirements of the Contract Documents.
- 34.5 The Consultant will review and return shop drawings in accordance with any schedule agreed upon, or otherwise with reasonable promptness so as to cause no delay. The Consultant's review will be for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings or of responsibility for meeting all requirements of the Contract Documents unless a deviation on the shop drawings has been approved in writing by the Consultant.
- 34.6 The Contractor shall make any changes in shop drawings which the Consultant may require consistent with the Contract Documents and resubmit unless otherwise directed by the Consultant. When resubmitting, the Contractor shall notify the Consultant in writing of any revisions other than those requested by the Consultant.

GC 35 CASH ALLOWANCES

- 35.1 The Estimated Contract Price includes cash allowances stated in the Contract Documents and itemized in the Schedule of Contract Unit Prices.
- 35.2 Cash allowances, unless otherwise specified, cover the net cost to the Contractor of services, products, construction machinery and equipment, freight, unloading, handling, storage, installation and other authorized expenses incurred in performing the work stipulated under the cash allowances.
- 35.3 The Contract Unit Prices, and not the cash allowances, include the Contractor's overhead and profit in connection with such cash allowances.
- 35.4 Where costs under a cash allowance exceed the amount of the allowance, the Contractor shall be compensated for any excess incurred and substantiated plus an allowance for overhead and profit as set out in the Contract Documents.
- 35.5 The Estimated Contract Price shall be adjusted by written order to provide for any excess or deficit to each cash allowance.
- 35.6 Progress payments on account of work authorized under cash allowances shall be included in the Consultant's monthly certificates for payment.
- 35.7 A schedule shall be prepared jointly by the Consultant and Contractor to show when items called for under cash allowances must be authorized by the Consultant for ordering purposes so that the progress of the Work will not be delayed.

GC 36 CONTINGENCY ALLOWANCE

- 36.1 The Estimated Contract Price includes the contingency allowance, if any, stated in the Contract Documents and itemized in the Schedule of Contract Unit Prices.
- 36.2 Expenditures under the contingency allowance shall be authorized in accordance with GC 11 — CHANGES IN THE WORK AND EXTRA WORK, and the value shall be determined in accordance with GC 12 — VALUATION AND CERTIFICATION OF CHANGES IN THE WORK.