

April 21, 2021

FOI No: 2021-18

VIA E-MAIL – Redacted

Redacted

Dear Redacted

Re: Request for Records
Freedom of Information and Protection of Privacy Act

The City of White Rock has reviewed your request for access to the following records pursuant to the Freedom of Information and Protection of Privacy Act (the "Act"):

- *the FestiLights contract for refurbishing the lights in the trees on West Beach that was completed in December 2020*
- *the contract for the installation of lighting on Johnston Road in 2019 and 2020*
- *the final contract for the hump stabilization contract*

Access to these records is available. However, some of the information in the records is excepted from the disclosure requirements of the Act. I have severed the excepted information so that I could disclose to you the remaining information as attached.

The severed information is excepted from disclosure under section 21 of the Act. Severing is necessary to avoid disclosing information that would be harmful to third-party business interests if disclosed. I have severed certain unit pricing within the contracts.

Corporate Administration
P: 604.541.2212 | F: 604.541.9348

City of White Rock
15322 Buena Vista Avenue, White Rock BC, Canada V4B 1Y6

WHITE ROCK
City by the Sea!

www.whiterockcity.ca

Please contact our office if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "K Overton", with a long, sweeping horizontal line extending to the right.

Ken Overton
Manager, Property, Risk Management, and FOI
604-541-2104

Att.

If you believe that the City of White Rock has been unreasonable in its handling of your request, you may ask the Information and Privacy Commissioner to review our response. You have 30 days from receipt of this notice to request a review by writing to:

Office of the Information and Privacy Commissioner
3rd Floor, 756 Fort Street
Victoria BC V8W 1H2

Should you decide to request a review, please provide the Commissioner's office with:

1. your name, address and telephone number;
2. a copy of this letter;
3. a copy of your original request sent to the City of White Rock; and
4. the reasons or grounds upon which you are requesting the review.



INVOICE

Date	Document#
2019-11-08	DLIQ201808666

We've Moved, Please note our New Address below!

Sold To: White Rock, City of
 Attn : Steve Whitton
 Operations / Parks Department
 877 Keil Street
 White Rock, BC V4B 4V6

Ship To: White Rock, City of
 Attn : Steve Whitton
 Operations / Parks Department
 877 Keil Street
 White Rock, BC V4B 4V6

PO Number	Salesperson ID	FOB	Shipping Method	Payment Terms	Req Ship Date
	Fantillo	Port Coquitlam	Best Way	upon receipt	

Qty	Item Number	Description	UOM	Unit Price	Ext. Price
-----	-------------	-------------	-----	------------	------------

Lighting Products

s. 21	CSL2C100-24V-WW	Warm White LED String Light, 24V,length 10m,total 100leds, single circuit, extendable, light space:10cm,PVC Wire with gluing cap, diameter of copper wire:CSA22, with CETL certification, steady on	ea	s. 21	\$34,740.00
	TRANS60W	1.5M SJTW white power cord with plug + 60W power supply, IP66 Rated, cUL listed, (can connect up to 10 strands)	ea		\$3,365.00

Installing LV Lights From 5 Corners to Russell Street Canopy lighting only on both East side and West side of Johnston Street.

1	INSTALL	Installing 28 trees on West Side & 24 trees on East side	ea	\$56,420.00	\$56,420.00
1	LIFT	Lift Truck Z60 (approximately 15 days)	ea	\$3,000.00	\$3,000.00
1		DEPOSIT FOR LIGHTING/INSTALLATION	ea	-\$48,762.50	-\$48,762.50
1	FLAGPERSON	Flag person (TBD) & added on final bill	ea	\$0.00	\$0.00

01-2-75134-0545

SubTotal	\$48,762.50
Shipping	\$146.14
G.S.T.	\$2,445.43
P.S.T.	\$3,423.60
TOTAL	\$54,777.67

[GST # 88750 8836] [PST # 1015 7393]

Dekra-Lite Industries Incorporated
 #1110 - 2265 Hawkins Street, Port Coquitlam, BC, V3B 0N9 - Tel 604.683.5483 - Toll Free 1.888.710.5483



INVOICE

Date	Document#
2019-12-05	DLIQ201808928

We've Moved, Please note out New Address below!

Sold To: White Rock, City of
 Attn : Steve Whitton
 Operations / Parks Department
 877 Keil Street
 White Rock, BC V4B 4V6

Ship To: White Rock, City of
 Attn : Steve Whitton
 Operations / Parks Department
 877 Keil Street
 White Rock, BC V4B 4V6

PO Number	Salesperson ID	FOB	Shipping Method	Payment Terms	Req Ship Date
	Fantillo	Port Coquitlam	Best Way	upon receipt	
Qty	Item Number	Description	UOM	Unit Price	Ext. Price
1	DEPOSIT	Deposit for purchasing LV Lighting on Johnston Street	ea	\$48,762.50	\$48,762.50

SUPPLY & INSTALL

01-2-75134-0545

SubTotal	\$48,762.50
Shipping	\$0.00
G.S.T.	\$2,438.13
P.S.T.	\$3,413.38
TOTAL	\$54,614.01

[GST # 88750 8836] [PST # 1015 7393]

Dekra-Lite Industries Incorporated
 #1110 - 2265 Hawkins Street, Port Coquitlam, BC, V3B 0N9 - Tel 604.683.5483 - Toll Free 1.888.710.5483

CITY OF WHITE ROCK
AGREEMENT FOR SERVICES

PARTIES

This Agreement For Services is made between:

CITY OF WHITE ROCK
15322 Buena Vista Avenue
White Rock, BC V4B 1Y6

(the "City")

AND:

FestiLight Decor Inc.
17700 River Road
Richmond, BC V6V 1L9

(the "Contractor")

WHEREAS, the City desires that the Contractor make available its services in those areas in which the Contractor has special professional and technical qualifications; and

WHEREAS, Contractor has represented that the Contractor is skilled in providing these services;

- Supply, remove, and install tree lights



NOW, THEREFORE in consideration of the mutual premises and covenants contained herein, the parties agree as follows:

SERVICES

1. The Contractor shall provide services for the completion of the West Beach Tree Light Replacement Project including but not limited to:
 - Remove old tree lights along the West Beach Promenade between White Rock Museum and Bayview Plaza (approximately 66 trees)
 - Test old tree lights and dispose of defective tree lights
 - Roll up the functioning tree lights into spools and deliver to the City of White Rock – Parks Yard. Spools to be provided by contractor.
 - Supply and install new commercial grade, waterproof, low voltage tree lights for approximately 66 trees along the West Beach Promenade between White Rock Museum and Bayview Plaza, complete with all materials necessary for installation (ie: power cords, transformers, splitters, and zap straps).
 - The tree lights must be suitable for year-round lighting and minimum IP66 rated.
 - Each tree shall have approximately 100m – 200 m of light strands depending on the size of the tree.
 - Additional zap straps are required secure tree lights to tree branches.
 - Provide traffic control personnel and traffic management plan.

on the terms and conditions set out in this Agreement (the "Services") in an efficient, competent, timely and professional manner to the full satisfaction of the City. This Agreement is not exclusive, nor does it warrant or guarantee any future business or any automatic renewal of Term.

2. The Contractor shall designate Daniel Cowan to perform the Services. Should the Contractor designate any other personnel to perform the Services, it shall do so only with the prior consent of the City. In the event that any of the Contractor's designated personnel do not perform the Services to the full satisfaction of the City, the City reserves the right to request the Contractor to make a change in personnel at the Contractor's expense.
3. The City reserves the right to amend or vary these Services upon notice in writing to the Contractor, or, as may be agreed between the City and the Contractor from time to time.
4. The Contractor shall determine the method by which the Services are performed, subject to such reasonable instructions as the City may provide from time to time. Liaison with the City respecting the Services shall be Rosaline Choy, P.Eng., Manager of Engineering (the "City Liaison").
5. The Contractor shall provide the City Liaison and/or Designate(s), upon request, with reports regarding the work done, and to be done, in connection with the performance of the Services.

TERM

6. This Agreement commences on November 5, 2020 and ends upon the completion of the Services to the full satisfaction of the City Liaison, which completion should be no later than December 31, 2020 (the "Term"). The Term of this Agreement may be extended either by mutual agreement in writing signed by both parties, or, by the City, with all other terms remaining the same.
7. The City does not warrant or guarantee any future business. There is no automatic renewal of Term for this Agreement.

PAYMENT

8. The City will pay the Contractor for the Services, excluding expenses, a price of \$81,937.50 (excluding taxes) for all the described Services performed and completed to the full satisfaction of the City.
 - a. The Schedule of Prices (attached as Appendix A) forms the basis for determining the Contract Price. Quantities for Unit Price items in the Schedule of Prices are estimated. Lump sum items are denoted as lump sum (LS) as the unit of measure and have a quantity of one (1).
9. The Contractor shall invoice the City on a monthly basis which details the Services performed, the person performing each of the Services, the time spent and the fee for each of the Services. Invoices should be submitted in duplicate to the City Liaison and/or Designate(s) for approval.
 - a. If the City approves of the Services which are the subject of the invoice, the City shall pay the Contractor the amount of the approved invoice or part thereof thirty (30) days following the date of the City's approval.
 - b. If the City does not approve of the Services or part of them which are the subject of the invoice, the City shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy the problem at no additional cost to the City before the City shall be obliged to pay the invoice or any part of it, as the case may be.
10. With respect to expenses, the Contractor shall be reimbursed only for expenses with the prior approval of the City and which are accompanied by sufficient and substantiated documentation acceptable to the City.

The City will not be liable for and will not pay any unapproved expenses or increases in fees. The Contractor is expressly agreeing to complete all the described Services for the consideration expressed herein.

11. The Contractor is a GST/HST Registrant with the registration number 772131488RT0001. The Contractor's invoices will clearly show the amount of tax as a separate tax.

WARRANTY OF WORK

12. The Contractor warrants that the Services are free of all defects, deficiencies, and problems arising from workmanship for a period of three years from the date of approved final completion.
13. If, in the sole opinion of the City defects, deficiencies or problems appear during the warranty period, the Contractor shall immediately remedy, replace, re-perform or correct the Services at no cost to the City within a time fixed by the City.
14. If the Contractor fails to respond or remedy, replace, re-perform or correct the Services within the time fixed by the City, the City may remedy, replace, re-perform or correct the Services, and, any damage arising from it, by whatever means it chooses and the cost of same shall be paid by the Contractor.

SUSPENSION OF WORK

15. The City may at any time in its sole discretion suspend the Services for a specified or unspecified time by written notice to the Contractor.
16. Upon receiving notice of suspension, the Contractor shall immediately suspend all operations except those which in the City's opinion are necessary to preserve, care for and protect the Services.
17. The Contractor shall be entitled to be reimbursed for its reasonable, proper and actual expenses incurred in protecting, caring for and preserving the Services.

TERMINATION

18. The City reserves the right at its exclusive option to immediately and without further notice, cancel any Agreement, or part thereof, without further liability of any kind.
19. Upon termination of this Agreement, the Contractor agrees that all files, information, data and documents pertaining to the City's business including any software developed in part or in whole during the performance of the Services, shall remain the property of the City, and shall promptly be delivered by the Contractor to the City's office, and no photostatic copy, duplication or reproduction of any kind whatsoever shall be made of such files, information, documents or software without the express written consent of the City.

RELATIONSHIP OF THE PARTIES

20. The Contractor and the City expressly acknowledge that they are independent contractors and neither an agency, partnership nor employer-employee relationship is intended or created by this Agreement.
21. The Contractor shall be solely responsible for all matters relating to statutory deduction of all taxes, employment insurance and Canada Pension and all licenses and permits which may be or become required to perform the Services.
22. The Contractor shall be solely responsible for all matters relating to leave, remuneration, Worker' Compensation, insurance premiums and discipline.

WORKERS' COMPENSATION

23. The Contractor warrants and represents that it will comply with the relevant Workers' Compensation Board (WCB) requirements in the provision of the Services.
24. The Contractor is responsible for carrying and paying for WCB coverage for itself and all its employees, contractors and others engaged in providing the Services.
25. The Contractor agrees that it is the principal contractor for the purposes of the Workers' Compensation Board Industrial Health and Safety Regulations for the Province of British Columbia.
26. The Contractor must have a safety program acceptable to the WCB and must ensure that WCB safety rules and regulations are observed during performance of this Agreement.

INSURANCE

27. The Contractor warrants and represents that it has the following insurance coverage:
 - a. Commercial General Liability Insurance with a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury, (including death) and damage to property including loss of use thereof. Such insurance shall include coverage for broad form property damage, contractual liability, completed operations and product liability. The City shall be named as an additional insured on the policy, but only with respect to the operations of the Contractor in the performance of this Agreement.
 - b. Automobile Liability Insurance for a limit of not less than \$5,000,000 for all owned, leased or rented licensed vehicles used in the performance of the contract.
 - c. Where applicable, Property Insurance for the value of Contractor's property, shall be maintained and shall include a waiver of subrogation in favour of the City.
 - d. Professional Liability in an amount not less than \$5,000,000 insuring the Contractor's liability resulting from errors and omission in the performance of professional services under this Agreement.
28. At the request of the City, the Contractor shall provide to the City, a Certificate of Insurance evidencing the required insurances are in force and effect and that all coverages shall provide for 30 days prior written notice to be given to the City in the event of cancellation or material changes. With the prior consent of the City, should any portion of the Services performed be sub-contracted, the Contractor will ensure that each sub-contractor also maintains during the course of this Agreement insurance coverages which are in like form and with limits as those to be carried by the Contractor.

INDEMNITY

29. The Contractor agrees to indemnify, defend and save harmless the City including without limitation, its employees, agents, and elected officials from any or all suits, claims, demands, liens, and/or, expenses or fees (including legal fees) arising out of the Services offered under this Agreement.

30. The Contractor further agrees to indemnify, defend and save harmless the City including without limitation, its employees, agents, and elected officials from all damages, losses, claims, costs, expenses, actions or proceedings arising out of or caused by the negligent or wrongful acts of the Contractor, its employees, servants, sub-contractors and/or agents.
31. The Contractor agrees to indemnify, defend and save harmless the City including without limitation, its employees, agents, and elected officials from and against all suits, claims, losses, damages, expenses and costs of any nature or kind whatsoever, including lawyers' fees, arising from the Contractor or Contractors' employees or agents negligence or breach of copyright, patent, or any other right of any person towards any person(s) or property in connection with the performance of this Agreement.
32. The provisions of this indemnity are paramount to any insurance requirements herein and shall survive the term of this Agreement.

FORCE MAJEURE (ACT OF GOD)

33. Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God, or to any other cause or similar force majeure event beyond its control, except labour disruption.
34. In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.
35. Should the force majeure event last for longer than 30 days, the City may terminate this Agreement by notice to the Contractor without further liability, expense or cost of any kind.

ASSIGNMENT

36. The Contractor shall not assign (in any manner including by operation of law) or sub-contract any of its obligations under this Agreement without the prior written consent of the City.

GOVERNING LAW

57. This Agreement shall be governed by and construed in accordance with the laws and courts of the Province of British Columbia and shall in all respects be treated as a British Columbia contract.

COMPLIANCE WITH LAWS

38. In carrying out its obligations hereunder, the Contractor shall familiarize itself and agrees to continuously conform to and to ensure its employees, agents and servants continuously conform to, all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities and conditions, and shall obtain all necessary licences, permits and registrations as may be required by law.
39. The Contractor shall pay and discharge all wages, fees, salaries, charges, costs and expenses due and accruing due to any of its employees, agents, suppliers and subcontractors and shall make and remit to the proper authorities all deductions therefrom required by law.

- 40. If the City requests, the Contractor shall furnish evidence of such compliance to the City forthwith.

INTERPRETATION

- 41. Headings are included in this Agreement for convenience of reference only and do not form part of this Agreement.

COUNTERPARTS

- 42. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; however, this Agreement will be of no force or effect until executed by both parties.

ENUREMENT


- 43. The provisions of this Agreement shall enure to the benefit of and be binding upon the Contractor, the Contractor's heirs, executors, administrators and assigns, and the City, its successors and assigns.

ENTIRE AGREEMENT/MODIFICATION

- 44. This Agreement and in addition the RFP, RFP Response and any addenda or other relevant documents comprises the whole agreement between the parties and may not be modified, changed, amended or waived except by signed written agreement of the parties.

Indicate your acceptance of this offer by signing and returning three copies of this Agreement.

AGREED AND ACCEPTED



 Signature per City of White Rock

Rosaline Choy

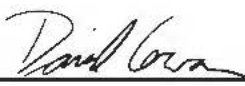
 Name (print)

Manager of Engineering

 Title (print)

November 18, 2020

 Date (print)



 Signature per Contractor

Daniel Cowan

 Name (print)

Director

 Title (print)

Nov 17, 2020

 Date (print)

NOTE: This Agreement is not valid unless signed by an authorized agent of Corporation of the City of White Rock.

APPENDIX A

Schedule of Quantities and Prices

Item	Description	Qty.	Unit	Unit Price	Total Amount
1	Mobilization / Demobilization	1	LS	\$ \	\$ \
2	Remove existing tree lights; dispose nonfunctioning lights, roll up functioning tree lights into spools and deliver to Owner	66	trees	\$ <u>121.21</u> per tree	\$ 8000.00
3	Supply and install tree lights for West Beach promenade trees, complete with LED light strands, power cords, transformers, splitters, and zap straps Minimum 12,000m of tree lights are required	66	trees	\$ <u>1047.54</u> per tree	\$ 69,137.50
5	Miscellaneous: all other items necessary and incidental to complete the scope of work	1	LS	\$ 4800	\$ 4800
Grand Total					\$ 81,937.50

Total Length of Light Strands Provided: 12000 metres

Schedule of Separate Prices

Item	Description	Unit	Unit Price
SP1	LED light strand complete	Per ___ metre strand	\$ Redacted S. 21
SP2	Transformer	Each	\$
SP3	Splitter (T-Connector)	Each	\$
SP4	Extended Warranty (Total 2 Years)	LS	\$

CCDC 4

Unit Price Contract

2011

Marine Drive Hump Retaining Wall Stabilization

White Rock, BC

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 4 – 2011 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

4

2011

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

CCDC 4

Unit Price Contract

2011

Marine Drive Hump Retaining Wall Stabilization

White Rock, BC

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 4 – 2011 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

4

2011

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

TABLE OF CONTENTS

AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A-1 The Work
- A-2 Agreements and Amendments
- A-3 Contract Documents
- A-4 Contract Price
- A-5 Payment
- A-6 Receipt of and Addresses for Notices in Writing
- A-7 Language of the Contract
- A-8 Succession

DEFINITIONS

- Change Directive
- Change Order
- Construction Equipment
- Consultant
- Contract
- Contract Documents
- Contract Price
- Contract Time
- Contractor
- Drawings
- Notice in Writing
- Owner
- Place of the Work
- Product
- Project
- Provide
- Schedule of Prices
- Shop Drawings
- Specifications
- Subcontractor
- Substantial Performance of the Work
- Supplemental Instruction
- Supplier
- Temporary Work
- Unit Price
- Value Added Taxes
- Work
- Working Day

GENERAL CONDITIONS OF THE UNIT PRICE CONTRACT

PART 1 GENERAL PROVISIONS

- GC 1.1 Contract Documents
- GC 1.2 Law of the Contract
- GC 1.3 Rights and Remedies
- GC 1.4 Assignment

PART 2 ADMINISTRATION OF THE CONTRACT

- GC 2.1 Authority of the Consultant
- GC 2.2 Role of the Consultant
- GC 2.3 Review and Inspection of the Work
- GC 2.4 Defective Work

PART 3 EXECUTION OF THE WORK

- GC 3.1 Control of the Work
- GC 3.2 Construction by Owner or Other Contractors
- GC 3.3 Temporary Work
- GC 3.4 Document Review
- GC 3.5 Construction Schedule
- GC 3.6 Supervision
- GC 3.7 Subcontractors and Suppliers
- GC 3.8 Labour and Products
- GC 3.9 Documents at the Site
- GC 3.10 Shop Drawings
- GC 3.11 Use of the Work
- GC 3.12 Cutting and Remedial Work
- GC 3.13 Cleanup

PART 4 ALLOWANCES

- GC 4.1 Cash Allowances
- GC 4.2 Contingency Allowance

PART 5 PAYMENT

- GC 5.1 Financing Information Required of the Owner
- GC 5.2 Applications for Progress Payment
- GC 5.3 Progress Payment
- GC 5.4 Substantial Performance of the Work
- GC 5.5 Payment of Holdback upon Substantial Performance of the Work
- GC 5.6 Progressive Release of Holdback
- GC 5.7 Final Payment
- GC 5.8 Withholding of Payment
- GC 5.9 Non-conforming Work

PART 6 CHANGES IN THE WORK

- GC 6.1 Owner's Right to Make Changes
- GC 6.2 Change Order
- GC 6.3 Change Directive
- GC 6.4 Concealed or Unknown Conditions
- GC 6.5 Delays
- GC 6.6 Claims for a Change in Contract Price
- GC 6.6 Quantity Variations

PART 7 DEFAULT NOTICE

- GC 7.1 Owner's Right to Perform the Work, Terminate the Contractor's Right to Continue with the Work or Terminate the Contract
- GC 7.2 Contractor's Right to Suspend the Work or Terminate the Contract

PART 8 DISPUTE RESOLUTION

- GC 8.1 Authority of the Consultant
- GC 8.2 Negotiation, Mediation and Arbitration
- GC 8.3 Retention of Rights

PART 9 PROTECTION OF PERSONS AND PROPERTY

- GC 9.1 Protection of Work and Property
- GC 9.2 Toxic and Hazardous Substances
- GC 9.3 Artifacts and Fossils
- GC 9.4 Construction Safety
- GC 9.5 Mould

PART 10 GOVERNING REGULATIONS

- GC 10.1 Taxes and Duties
- GC 10.2 Laws, Notices, Permits, and Fees
- GC 10.3 Patent Fees
- GC 10.4 Workers' Compensation

PART 11 INSURANCE AND CONTRACT SECURITY

- GC 11.1 Insurance
- GC 11.2 Contract Security

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

- GC 12.1 Indemnification
- GC 12.2 Waiver of Claims
- GC 12.3 Warranty

CCDC 4 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 4 can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 4.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when unit prices are the primary basis of payment.

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

by and between the parties

City of White Rock

hereinafter called the *Owner*

and

GDM Greystone Design Management Construction Ltd.

hereinafter called the *Contractor*

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

ARTICLE A-1 THE WORK

The *Contractor* shall:

- 1.1 perform the *Work* required by the *Contract Documents* for
Marine Drive Hump Retaining Wall Stabilization

insert above the name of the Work

located at

Marine Drive, White Rock, BC

insert above the Place of the Work

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

GeoWest Engineering Ltd.

insert above the name of the Consultant

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

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

- 1.3 commence the *Work* by the 1 day of October in the year 2020 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 31 day of December in the year 2020 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

ARTICLE A-3 CONTRACT DOCUMENTS

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

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

- Supplementary Conditions of the Unit Price Contract (9 Pages)
- Work Specifications (10 Pages)
- Project Drawings (GeoWest Engineering Ltd., Rev. 2 dated 19 May 2020) <ul style="list-style-type: none">1) Drawing No. B0.01 - General Notes 1/22) Drawing No. B0.02 - General Notes 2/23) Drawing No. B1.01 - Overall Site Plan4) Drawing No. B1.02 - West Stabilization Area5) Drawing No. B1.03 - East Stabilization Area6) Drawing No. B2.01 - West Area Cross-Section7) Drawing No. B2.02 - East Area Cross-Section8) Drawing No. B3.01 - Typical Grade Beam Detail9) Drawing No. B3.02 - Soil Logs 1/210) Drawing No. B3.03 - Soil Logs 2/2
- Addendum No. 1 dated February 25, 2020
- Addendum No. 2 dated March 10, 2020
- Addendum No. 3 dated April 15, 2020

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

ARTICLE A-4 CONTRACT PRICE

4.1 The *Schedule of Prices* forms the basis for determining the *Contract Price*. Quantities for *Unit Price* items in the *Schedule of Prices* are estimated.

Schedule of Prices					
Item No.	Description of Work	* Unit of Measure	* Estimated Quantity (EQ)	Unit Price (UP)	Amount (EQ x UP)
Page Subtotal Carried Forward from Page -					\$ -
1.02	Traffic and Pedestrian Control	LS	1	\$ 84,377.16	\$ 84,377.16
1.05	Bonding	LS	1	\$ 19,745.36	\$ 19,745.36
1.06	Contractor Submissions	LS	1	\$ 10,000.00	\$ 10,000.00
3.01	Concrete Barrier Curb & Gutter (MMCD C4)	Lin. m	Redacted S. 21		\$ 44,531.45
3.02	Concrete Sidewalks and Ramps (100mm thick) (MMCD C2) (incl. Granular Base)	Sq. m	Redacted S. 21		\$ 49,768.91
3.03	Reinforced Concrete Grade Beam (excl. excavation and backfill)	Cu. m	Redacted S. 21		\$ 90,799.98
31.01	Mass Excavation and Removal (incl. curbs, gutters, sidewalks, pavers, etc.)	LS	1	\$ 83,556.00	\$ 83,556.00
31.02	Common Excavation - Dispose Offsite (incl. subgrade preparation and compaction)	Cu. m	Redacted S. 21		\$ 56,279.52
32.01	Surface Milling (Average 40 mm thick)	Sq. m	Redacted S. 21		\$ 8,239.20
32.02	Full Depth Milling - Dispose Offsite	Sq. m	Redacted S. 21		\$ 14,844.05
32.03	75mm Minus Crushed Granular Subbase	Tonne	Redacted S. 21		\$ 19,637.58
Page Sub-total					\$485,783.10

* Lump sum items are denoted as lump sum (LS) as the unit of measure and have a quantity of one (1).

Schedule of Prices

Item No.	Description of Work	* Unit of Measure	* Estimated Quantity (EQ)	Unit Price (UP)	Amount (EQ x UP)
Page Subtotal Carried Forward from Page 1					\$ 485,783.10
32.04	19mm Minus Crushed Granular Base	Tonne	Redacted S. 21		\$ 12,355.35
32.05	Asphalt Tack Coat – Emulsified Asphalt	Sq. m			\$ 2,000.70
32.06	Asphalt Pavement - Upper Course #1 (40mm thick overlay)	Tonne			\$ 7,542.85
32.07	Asphalt Pavement - Upper Course #1 (50mm thick)	Tonne			\$ 20,692.95
32.08	Asphalt Pavement - Lower Course #1 (50mm thick)	Tonne			\$ 17,371.96
32.09	Permanent Thermoplastic Pavement Markings (Square One Paving Ltd. to be retained)	LS	1	\$ 18,080.00	\$ 18,080.00
32.10	Black Handrail (MMCD C14)	Lin. m	Redacted S. 21		\$ 19,440.00
A.01	P1 Pile – 15 m Long 4" Schedule 80 Steel Pipe (Includes 7 bags of Microsil grout per pile)	Each			\$ 131,464.49
A.02	P2 Pile – 9 m Long 6" Schedule 80 Steel Pipe (Includes 17 bags of Microsil grout per pile)	Each			\$ 241,650.78
A.03	15 m Long #10 DCP THREADBAR micropile (Includes 9 bags of Microsil grout per micropile)	Each			\$ 111,464.22
*	Item 1.01 - Hoarding, Storage, Sanitary Facilities Item 1.03 - Erosion and Sediment Control	Incidental	-	\$ -	\$ -
Total Amount					\$ 1,065,846.40

* Lump sum items are denoted as lump sum (LS) as the unit of measure and have a quantity of one (1).

4.2 The estimated *Contract Price*, which is the total amount indicated in the *Schedule of Prices*, and which excludes *Value Added Taxes*, is:

one million sixty five thousand eight hundred forty-six and 40 /100 dollars \$ 1,065,846.40

4.3 *Value Added Taxes* (of 5 %) payable by the *Owner* to the *Contractor*, based on the estimated *Contract Price*, are:

fifty three thousand two hundred ninety-two and 32 /100 dollars \$ 53,292.32

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

one million one hundred nineteen thousand one hundred thirty-eight and 72 /100 dollars \$ 1,119,138.72

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

4.6 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of Ten percent (10 %), the *Owner* shall:

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

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

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - (1) 2% per annum above the prime rate for the first 60 days.
 - (2) 4% per annum above the prime rate after the first 60 days.Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Royal Bank of Canada

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

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

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

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

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

Owner

City of White Rock

*name of Owner**

877 Keil Street
White Rock, British Columbia, V4B 4V6

address

Facsimile number RChoy@whiterockcity.ca
e-mail address

Contractor

GDM Greystone Design Management Construction Ltd.

*name of Contractor**

#100 - 2760 Trethewey Street
Abbotsford, British Columbia, V2T 3R1

address

Facsimile number brent@gdmcivil.ca
e-mail address

Consultant

GeoWest Engineering Ltd.

*name of Consultant**

#200 - 34425 McConnell Road
Abbotsford, British Columbia, V2S 7P1

address

Facsimile number cschentag@geowestengineering.com
e-mail address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER
City of White Rock

name of owner

signature

name of person signing
Debbie Johnstone
Committee & FOI Clerk
Corporate Administration

signature 
name and title of person signing
Darryl Walker
Mayor


signature

name of person signing
Debbie Johnstone
Committee & FOI Clerk
Corporate Administration

signature 
name and title of person signing
Tracey Arthur, Director
Corporate Administration


WITNESS

CONTRACTOR
GDM Greystone Design Management Construction Ltd.

signature

name of person signing
CORY SCHMITZ

name of Contractor

signature
name and title of person signing
BRENT LOATES CEO

signature

name of person signing
CALUM BUCHANAN

signature
name and title of person signing

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

DEFINITIONS

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

Change Directive

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

Change Order

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

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

Construction Equipment

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

Consultant

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

Contract

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

Contract Documents

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

Contract Price

The *Contract Price* is the sum of the products of each *Unit Price* stated in the *Schedule of Prices* multiplied by the appropriate actual quantity of each *Unit Price* item that is incorporated in or made necessary by the *Work*, plus lump sums, if any, and allowances, if any, stated in the *Schedule of Prices*.

Contract Time

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.

Contractor

The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.

Drawings

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

Notice in Writing

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

Owner

The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.

Place of the Work

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

Product

Product or *Products* means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

Project

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

Provide

Provide means to supply and install.

Schedule of Prices

The *Schedule of Prices* is the schedule included in Article A-4 - CONTRACT PRICE and, subject to adjustments as provided in the *Contract Documents*, identifies:

- the items of work;
- the units of measure, estimated quantity, and *Unit Price* for each *Unit Price* item;
- the price for each lump sum item, if any; and
- allowances, if any.

Shop Drawings

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

Specifications

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

Subcontractor

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

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.

Supplemental Instruction

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

Supplier

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

Temporary Work

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

Unit Price

A *Unit Price* is the amount payable for a single *Unit Price* item as stated in the *Schedule of Prices*.

Value Added Taxes

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

Work

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

Working Day

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

GENERAL CONDITIONS OF THE UNIT PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

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

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

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

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

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

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

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and review of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees or other persons performing any of the *Work*.
- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

GC 2.4 DEFECTIVE WORK

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

- 2.4.3 If, in the opinion of the *Consultant*, it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

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

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

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

GC 3.3 TEMPORARY WORK

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

- 3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraph 3.3.1 and paragraph 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 DOCUMENT REVIEW

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

GC 3.5 CONSTRUCTION SCHEDULE

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

GC 3.6 SUPERVISION

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

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

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

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

GC 3.8 LABOUR AND PRODUCTS

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

GC 3.9 DOCUMENTS AT THE SITE

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

GC 3.10 SHOP DRAWINGS

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

GC 3.11 USE OF THE WORK

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

GC 3.12 CUTTING AND REMEDIAL WORK

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

GC 3.13 CLEANUP

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

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

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

GC 4.2 CONTINGENCY ALLOWANCE

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

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 As of the last day of the payment period, the amount claimed shall be:
1. the value of *Unit Price* work performed, being the sum of the products of each *Unit Price* stated in the *Schedule of Prices* multiplied by the appropriate actual quantity of each *Unit Price* item that is incorporated in or made necessary by the *Work*; plus
 2. the value of lump sum work performed, proportionate to the amount of the lump sum item, plus
 3. the value of *Products* delivered to the *Place of the Work*.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the lump sum items of work, aggregating the total amount of each lump sum item, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values for lump sum items of work shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment for lump sum items, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include with each application for payment:
1. a statement based on the schedule of values for the lump sum items of work; and
 2. quantity measurements and other evidence as requested by the *Consultant* for each *Unit Price* item.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

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

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

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

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

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

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

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

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

GC 5.7 FINAL PAYMENT

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

GC 5.8 WITHHOLDING OF PAYMENT

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

GC 5.9 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

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

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.

- 6.2.2 The method of adjustment or the amount of adjustment to the *Contract Price* presented by the *Contractor* may be one of or a combination of the following:
- .1 Change to the estimated quantities for *Unit Price* items listed in the *Schedule of Prices* that are applicable to the change in the *Work*;
 - .2 Lump sum quotation for the change in the *Work*;
 - .3 *Unit Price* quotation for the change in the *Work*;
 - .4 Cost of the *Contractor's* actual expenditures attributable to the change plus a fee for the *Contractor's* overhead and profit as agreed by the parties;
 - .5 Cost of the *Contractor's* actual savings attributable to the change.
- 6.2.3 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
 - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
 - (4) engaged in the processing of changes in the *Work*.
 - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the work as provided in paragraphs 6.3.7.1;
 - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraphs 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Contractor's* field office;
 - .8 deposits lost;

- .9 the amounts of all subcontracts;
 - .10 quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
 - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .16 removal and disposal of waste products and debris; and
 - .17 safety measures and requirements.
- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the work attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the work attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the work performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

GC 6.5 DELAYS

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

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

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

GC 6.7 QUANTITY VARIATIONS

- 6.7.1 The provisions of GC 6.7 - QUANTITY VARIATIONS apply to the estimated quantities identified in the *Schedule of Prices*, or where the estimated quantities have been amended by *Change Order*, the provisions apply to the amended estimated quantities.
- 6.7.2 The *Owner* or the *Contractor* may request an adjustment to a *Unit Price* contained in the *Schedule of Prices* provided the actual quantity of the *Unit Price* item in the *Schedule of Prices* exceeds or falls short of the estimated quantity by more than 15%.
- 6.7.3 Where the actual quantity exceeds the estimated quantity by more than 15%, a *Unit Price* adjusted pursuant to paragraph 6.7.2 shall apply only to the quantity that exceeds 115% of the estimated quantity.
- 6.7.4 Where the actual quantity falls short of the estimated quantity by more than 15%, a *Unit Price* adjusted pursuant to paragraph 6.7.2 shall apply to the actual quantity of the *Unit Price* item. The adjusted *Unit Price* shall not exceed a *Unit Price* that would cause the payment amount to exceed that derived from the original *Unit Price* and estimated quantity.
- 6.7.5 The party that intends to request for an adjustment to a *Unit Price* shall give timely *Notice in Writing* to the other party and to the *Consultant*.
- 6.7.6 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.7.7 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

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

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor* *Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.

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

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

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* should be suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
 - (1) *Substantial Performance of the Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.

- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

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

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

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

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

GC 9.3 ARTIFACTS AND FOSSILS

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

GC 9.4 CONSTRUCTION SAFETY

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

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
 - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
 - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor's* operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by paragraph 12.1 of GC 21.1 - INDEMNIFICATION.

- 9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Contractor* as required by paragraph 12.1.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

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

GC 10.3 PATENT FEES

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

GC 10.4 WORKERS' COMPENSATION

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

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
 - .3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*
 - .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as Insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Substantial Performance of the Work*;
 - (2) on the commencement of use or occupancy of any part or section of *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 - .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as Insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
 - .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;

- (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
 - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces, or another contractor, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, shall pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
- .7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
 - 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
 - 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
 - 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
 - 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
 - 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
 - 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

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

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the *Owner's* obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
 - .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

- .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

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

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

GC 12.2 WAIVER OF CLAIMS

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

- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
 - .4 damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 - WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 "*Notice in Writing* of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving "*Notice in Writing* of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*. If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

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

SUPPLEMENTARY CONDITIONS OF THE CONTRACT

SUPPLEMENTARY CONDITIONS OF THE UNIT PRICE CONTRACT

CCDC 4 - 2011

These Supplementary Conditions presuppose the use of the CCDC 4 Unit Price Contract – 2011. These “Supplementary Conditions” void, supersede or amend the applicable provisions of the standard form CCDC 4 Unit Price Contract – 2011 “Agreement”, “Definitions” and “General Conditions”, as the case may be, as hereinafter provided.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE A-3 CONTRACT DOCUMENTS

Add article A-3.2 to provide as follows:

“3.2 The *Contractor* acknowledges that it has reviewed and satisfied itself as to the *Contract Documents*, including without limitation, the plans, specifications and other materials referred to in this Article, and all other materials it desires, prior to execution of this *Contract*.”

ARTICLE A-5 PAYMENT

Revise the article A-5.3.1 to provide as follows:

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

- (1) 0% per annum above the prime rate for the first 60 days.
- (2) 0% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by Bank of Canada for prime business loans as it may change from time to time.”

Retitle Article A-7 as follows:

ARTICLE A-7 ADDITIONAL PROVISIONS

Add the following articles 7.3, 7.4 and 7.5 to Article A-7

“7.3 The *Contractor* acknowledges that the *Owner*, in the preparation of the *Contract Documents*, supply of oral or written information to *Tenderers*, review of *Tenders* or the carrying out of the *Owner's* responsibilities under the *Contract* does not owe a duty of care to the *Contractor* and the *Contractor* waives for itself and its successors the right to sue the *Owner* in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of the *Contract Documents*, supply of oral or written information to *Tenderers*, review of tenders or the carrying out of the *Owner's* responsibilities under the *Contract*.”

“7.4 All time limits stated in this *Contract* are of the essence of the *Contract*.”

“7.5 All time limits stated in this *Contract* are of the essence of the *Contract*.”

DEFINITIONS

The following definitions are amended:

1. Consultant

Add the following sentence:

“The words “Engineer”, “Contract Administrator” or “Consultant” wherever used in the *Contract Documents* shall be regarded as synonymous.”

2. Contractor

Add the following sentence:

“For the purpose of the *Contract*, the words “Contractor” and “General Contractor” shall be regarded as synonymous.”

3. Subcontractor

Delete and replace with the following:

“A *Subcontractor* is a person, firm or corporation, which has been approved by the *Owner*, undertaking the execution of a part of the *Work* by virtue of an agreement with the *Contractor*.”

The following definitions are added to the Agreement

4. Builders Lien Act

Builders Lien Act means the *Builders Lien Act*, S.B.C. 1997, c45, as amended, and all regulations thereto, and any successor legislation in the Province of British Columbia in relation to builders liens.

5. Certificate of Completion

A *Certificate of Completion* is a certificate of completion as defined in the *Builders Lien Act*.

6. Engineer’s Representative

The *Engineer’s Representative* means any person authorized from time to time by the *Engineer* to perform the duties of the *Engineer* whose authority shall be notified in writing to the *Contractor* by the *Engineer*.

7. Final Acceptance

Final Acceptance means the *Work* has successfully passed all inspections and testing requirements at the end of the warranty period.

8. RFP

RFP means the Request for Proposals issued by the *Owner* for the Project dated February 3, 2020.

9. Substantial Performance of the Work

For the purpose of this Agreement, “**Substantial Performance of the Work**” will be determined based on the following formula:

The combined value of deficiencies (x3) plus the value of incomplete Works is less than the sum of the following, in reference to the total cost of the Works:

- (i) 3% of the first \$500,000.00;
- (ii) 2% of the next \$500,000.00; and
- (iii) 1% of the remaining cost.

GENERAL CONDITIONS OF THE UNIT PRICE CONTRACT

GC 1.1 CONTRACT DOCUMENTS

Add new paragraph 1.1.11 as follows:

“1.1.11 The table of contents and the headings of all the articles, paragraphs, parts and sections of any of the *Contract Documents* are provided for convenience of reference only and shall not affect the construction or interpretation of the *Contract Documents*.”

GC 2.4 DEFECTIVE WORK

Amend paragraph 2.4.1 by adding “, at the *Contractor’s* expense,” after “*Contract Documents*”.

GC 3.4 DOCUMENT REVIEW

Add new paragraph 3.4.2 as follows:

“3.4.2 Notwithstanding the foregoing, inconsistencies and omissions shall not include lack of reference on the *Drawings* or in the *Specifications* to labour and/or *Products* that are required or normally recognized within respective trade practices as being necessary for the complete execution of the *Work*.”

GC 4.2 CONTINGENCY ALLOWANCE

Delete paragraph 4.2 in its entirety.

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

Delete paragraph 5.1 in its entirety.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

Add paragraph 5.2.8 as follows:

“5.2.8 Before any payment is made by the *Owner* to the *Contractor*, the *Consultant* or the *Owner* may by written notice require that the *Contractor* furnish such further detailed information as the

Consultant or the *Owner* may determine is necessary to establish compliance by the *Contractor* with the *Contract Documents*.”

GC 5.3 PROGRESS PAYMENT

Amend paragraph 5.3.1.2 to provide as follows:

“5.3.1.2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 30 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,”

Amend paragraph 5.3.1.3 to provide as follows:

“5.3.1.3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 30 calendar days after the later of:
- receipt from the *Consultant* of the certificate of payment, or
- the last day of the monthly payment period for which the application for payment is made.”

Add paragraph 5.3.3 as follows:

“5.3.3 Notwithstanding any other provision of this *Agreement*, the *Owner* shall not be obligated to make any payment on account of the *Contract Price* under this GC 5.3 PROGRESS PAYMENT if following payment, the balance of the *Contract Price* would be less than the potential reduction in the *Contract Price* under GC 13.1 LIQUIDATED DAMAGES.”

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

5.4.1 Delete “if permitted by the lien legislation applicable to the *Place of the Work*” on the first two lines.

Add at the end of paragraph 5.4.1:

“The *Contractor* shall submit the following documents with its request for review by the *Consultant* to establish *Substantial Performance of the Work*. These requirements do not limit the *Contractor*’s obligations for *Substantial Performance* noted elsewhere in the *Contract*. A deficiency holdback will be retained for three (3) times the estimated value of correcting or supplying the following items until they are all submitted, reviewed and accepted by the *Consultant*:

- .1 The list of all deficient and incomplete items of *Work* including the estimated value of each item;
- .2 Complete reports including a balancing report for the mechanical system and certification by all testing, cleaning or inspection authorities or associations as specified in the *Contract Documents*;
- .3 A complete demonstration of all mechanical and electrical systems and electrically-operated devices to the *Owner*’s operating and maintenance staff and any training required by the specifications, to the *Owner*’s satisfaction;
- .4 All maintenance manuals, operating instructions, maintenance and operating tools, replacement parts or materials and warranties as specified in the *Contract Documents*;

- .5 A complete set of marked up construction *Drawings* and other data in the form specified in the *Contract Documents*, or as required by the *Consultant*, for the production of as built *Drawings* to show all significant changes to the *Work* made during construction;
- .6 Current certification by the *Workers' Compensation Board* that the *Contractor* and all *Subcontractors* are in good standing;
- .7 A statement that all claims and demands for extra work or otherwise, under or in connection with the *Contract*, have been presented to the *Consultant* and that the *Contractor* expressly releases the *Owner* from all claims and demands except those made in writing prior to that date and still unsettled;
- .8 A statutory declaration in accordance with paragraph 5.2.8 of these Supplementary Conditions of the *Contract*;
- .9 All keys required for the entire *Project*.

The requirement to provide documents and other items listed in sub-paragraphs .1 through .9 does not limit the *Contractor's* obligations for *Substantial Performance of the Work* noted elsewhere in the *Contract*. A deficiency holdback will be retained for documents and other items not submitted and an estimated value is to be submitted for review and acceptance by the *Consultant*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

Add the following as GC 5.5.6 and 5.6.7:

- "5.5.6 At the time of *Substantial Performance of the Work*, the *Owner* may retain a deficiency holdback established by the *Consultant* based upon three times the estimated value of the outstanding items to be completed or corrected. The amount will be released by the *Owner* in one lump sum only upon correction of all deficiencies.
- 5.6.7 In addition to the deficiency holdback, the *Owner* may retain additional holdbacks as specified in the *Contract Documents* to be retained until receipt of items specified, such as close-out documentation, as-built documentation and *Owner's* manuals."

GC 6.2 CHANGE ORDER

Add paragraph 6.2.4 to provide as follows:

- "6.2.4 The allowance for overhead and profit charged by the *Contractor* and *Subcontractors* shall be as follows:
 - .1 Cost of materials and labour plus 10% mark-up by the *Contractor* for changes in the *Work* performed by the *Contractor*;
 - .2 Cost of labour and materials plus 10% mark-up by the *Contractor* on changes in the *Work* performed by the *Subcontractors*;
 - .3 Cost of labour and materials plus 10% mark-up by the *Subcontractors* for changes in the *Work* performed by the *Subcontractors*; and
 - .4 The overhead and profit for changes in the *Work* shall include supervision, administrative costs, small tools, miscellaneous materials, layout, additional bonding costs, and recording of the changes on the record drawings."

GC 6.5 DELAYS

Add the following new paragraphs:

- “6.5.6 If the Contractor's operations expose any items which may indicate an archaeological find, such as building remains, hardware, accumulations of bones, pottery, or arrowheads:
- .1 The *Contractor* shall immediately notify the *Consultant* and suspend operations within the area identified by the *Consultant*. *Work* shall remain suspended within that area until otherwise directed by the *Consultant* in writing.
 - .2 Any delay in the completion date of the *Contract* that is caused by such a cessation of construction operations will be considered to be beyond the *Contractor's* control in accordance with paragraph GC 6.5.3, but will not be considered to be a delay resulting from an action of the *Owner* or the *Consultant* or anyone employed or engaged by them directly or indirectly.
 - .3 Any work directed or authorized by the *Consultant* with an archaeological find will be considered a change in *Work* authorized by a *Change Directive*, and GC 6.3 shall apply.”

GC 9.1 PROTECTION OF WORK AND PROPERTY

Add the following new paragraphs:

- “9.1.5 The *Contractor* shall be responsible generally for the care, maintenance and protection of the *Work* during construction and during any shut-down or suspension of the *Work*.
- 9.1.6 The *Contractor* shall ensure that all rights and privileges presently accorded to all properties adjacent to the *Place of the Work* are maintained.
- 9.1.7 When carrying out excavation work, the Contractor may encounter underground utilities such as, without limitation, sewers, gas mains, telephone cables, power cables, and water mains. The *Contractor* shall be fully responsible for any breakage or damage to such utilities, and the *Contractor* shall pay the full cost of repairing such damages and making good any losses or damages which are caused as a result of his or her operation in carrying out this *Contract*.
- 9.1.8 It shall be the *Contractor's* responsibility to obtain written permission and to make any required arrangements with the owners of any adjacent properties on which the *Contractor* may encroach.
- 9.1.9 The *Contractor* shall furnish and bear the cost of any watchman the *Contractor* may require for protection to perform this *Contract*.”

GC 9.4 CONSTRUCTION SAFETY

Add the following new paragraph:

- “9.4.2 The *Contractor* shall be responsible for and ensure the safety not only of the workers, *Subcontractors*, tradesmen and suppliers and their plant and equipment but also of all other persons who enter the *Place of the Work* whether during working hours or not and for that purpose shall erect such fencing, boardings and signs and shall employ such safety measures as may be necessary to ensure the safety of such persons.”

GC 11.1 INSURANCE

Amend paragraph 11.1.1 as follows:

Delete the words "the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided" in lines 2 and 3.

Delete paragraph 11.1.1.1 and replace with the following:

- "1 Commercial general liability insurance in the form of a wrap-up liability insurance in the amount of not less than five million dollars (\$5,000,000) per occurrence. The *Owner*, the *Consultant*, sub-consultants and special consultants as identified by the *Owner* and all *Subcontractors* involved in the performance of the *Work* shall be additional insureds under the commercial general liability insurance policy which shall contain a cross liability clause whereby one insured can make a claim, or bring an action, against another insured. The commercial general liability insurance shall remain in force from the commencement of the performance of the *Work* under the *Contract*, and shall include completed operations coverage effective for a period of two (2) years following issuance of the *Certificate of Completion*."

Delete paragraph 11.1.1.2 and replace with the following:

- "2 Vehicle liability insurance in the amount of not less than \$5,000,000 per occurrence from the date of commencement of the *Work* until one year after the date of issue of the *Certificate of Completion*."

Delete paragraph 11.1.1.3 in its entirety.

Delete the first sentence in paragraph 11.1.1.4 and replace with the following:

- "4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant* and sub-consultants and special consultants as identified by the *Owner*."

Delete paragraph 11.1.1.5 in its entirety.

Add the following to paragraph 11.1.1:

- "8 Course of construction or builder's risk insurance in the amount of 100% of the *Contract Price*."
"9 Professional liability insurance in the amount of not less than \$2,000,000 for any professionals that the *Contractor* may engage in performing the *Work* in this *Contract*."

Delete paragraphs 11.1.6 to 11.1.8 in their entirety and replace with the following new paragraphs:

- "11.1.6 All insurance policies shall have the right of subrogation waived as against the *Owner*, the *Consultant*, their employees and agents.
11.1.7 All insurance policies shall contain provisions to the effect that thirty (30) days prior notice of cancellation will be given in writing to each insured, including the *Owner*. In the event that some or all of the insurance policies required under this *Contract* are cancelled, the *Contractor*

shall promptly obtain insurance with other insurers so as to comply with the provisions of this *Contract*.

11.1.8 The *Contractor* shall ensure that its *Subcontractors* comply with all applicable insurance requirements.

11.1.9 Where the *Work* involves blasting and other activities, any exclusions of such aspects of the *Work* shall be deleted from the insurance policies.”

GC 11.2 CONTRACT SECURITY

Delete paragraph 11.2.1 in its entirety and replace with the following:

“11.2.1 The *Contractor* shall, at least 7 calendar days prior to the commencement of construction, provide to the *Owner* a performance bond and a labour and material payment bond, each in the amount of 50% of the *Contract Price* covering the performance of the *Work*.”

Delete paragraph 11.2.2 in its entirety and replace with the following:

“11.2.2 All bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in British Columbia and in a form acceptable to the *Owner*, and shall be maintained in good standing until the fulfillment of the *Contract* including all warranty obligations pursuant to GC12.3 WARRANTY.

GC 12.3 WARRANTY

Amend paragraph 12.3.1 to provide as follows:

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

Amend paragraphs 12.3.3, 12.3.4 and 12.3.6 to provide as follows:

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

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

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

PART 13 ADDITIONAL GENERAL CONDITIONS

Add the following paragraphs:

GC 13.1 LIQUIDATED DAMAGES

13.1.1 If the *Contractor* fails to attain *Substantial Performance of the Work* on or before the date stipulated for attaining *Substantial Performance of the Work* in Article A-1.3 of Article A-1 THE WORK of the Agreement Between Owner and Contractor (the "*Substantial Performance Date*"), the *Contractor* shall pay to the *Owner* liquidated damages calculated as \$2,000 for each calendar day that *Substantial Performance of the Work* extends beyond the *Substantial Performance Date*.

It is expressly agreed that it may be difficult to calculate the damages which would result from the *Contractor's* failure to attain *Substantial Performance of the Work* by the *Substantial Performance Date*, and the parties agree that the liquidated damages payable under this section 13.1.1 are not intended to be a penalty but rather represent the parties' best estimate of the damages the *Owner* is likely to suffer as a result of the *Contractor's* failure to attain *Substantial Performance of the Work* by the *Substantial Performance Date*, and the delay to the *Owner* resulting from that failure.

13.1.2 In the event that the *Consultant* reasonably determines that the *Contractor* is not progressing in accordance with the *Schedule* with the result that the *Contractor* will not achieve *Substantial Performance of the Work* by the *Substantial Performance Date*, the *Owner* may commence to hold back amounts from payments due to the *Contractor* totaling an amount sufficient to cover the *Consultant's* estimate of liquidated damages that may be payable pursuant to paragraph 13.1.1. In the event that the *Owner* holds back more than is owed pursuant to paragraph 13.1.1, it shall forthwith pay such excess to the *Contractor*.

13.1.3 The *Owner* may deduct any amount due under this paragraph from any monies that may be due or payable to the *Contractor* on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other right that may be available to the *Owner* as a result of the *Contractor's* failure to attain *Substantial Performance of the Work* by the *Substantial Performance Date*."

[END OF SECTION]

WORK SPECIFICATIONS

C.1 Project Drawings (Issued for Construction– Rev 2 – May 19, 2020)

The following drawings prepared by GeoWest Engineering Ltd., which are specific to this project, form part of the *Contract* and provide details and specifications for the proposed work.

SHEET NO.	TITLE	DRAWING NO.	REV.	DATE
1	GENERAL NOTES (1/2)	B0.01	2	MAY 19, 2020
2	GENERAL NOTES (2/2)	B0.02	2	MAY 19, 2020
3	OVERALL SITE PLAN	B1.01	2	MAY 19, 2020
4	WEST STABILIZATION AREA	B1.02	2	MAY 19, 2020
5	EAST STABILIZATION AREA	B1.03	2	MAY 19, 2020
6	WEST AREA CROSS-SECTION	B2.01	2	MAY 19, 2020
7	EAST AREA CROSS SECTION	B2.02	2	MAY 19, 2020
8	TYPICAL GRADE BEAM DETAIL	B3.01	2	MAY 19, 2020
9	SOIL LOGS (1/2)	B3.02	2	MAY 19, 2020
10	SOIL LOGS (2/2)	B3.03	2	MAY 19, 2020

C.2 Project Supplementary Specifications

The following specifications, which are specific to this project, form part of the *Contract* and are supplementary to both the Specifications within the MMCD Master Municipal Construction Document and the Supplementary Specifications within the Supplementary Master Municipal Construction Documents. In the event of a direct conflict, the Supplementary Specifications (Project) take precedence. Notwithstanding this order of precedence, in the event of a conflict between any of the *Contract Documents*, the more stringent provisions shall apply with the intent that those which produce the highest quality with the highest level of safety, operational reliability, durability and performance, shall govern.

INDEX

SSP 1.	Scope of <i>Work</i>
SSP 2.	Description of <i>Work</i>
SSP 3.	Hours of <i>Work</i>
SSP 4.	Limits of <i>Site</i>
SSP 5.	Contract <i>Time</i>
SSP 6.	Definitions
SSP 7.	Business/Resident Access
SSP 8.	Project Information Signs
SSP 9.	Business/Resident Notification
SSP 10.	Material Testing
SSP 11.	Utilities
SSP 12.	Safety Procedures
SSP 13.	Protection of the Environment
SSP 14.	Interfering Services
SSP 15.	Contractor Submissions
SSP 16.	Traffic and Pedestrian Management
SSP 17.	Mass Excavation and Removal

- SSP 18. Common Excavation
- SSP 19. Steel Pipe Piles
- SSP 20. Micropiles
- SSP 21. Incidental Items
- SSP 22. Notification/Schedule of Work

SSP 1. Scope of Work

This Contract involves the construction works associated with stabilizing two sections of Marine Drive between Johnston Road and Totem Park. The West Stabilization Area is approximately 50 m long and the East Stabilization Area is approximately 70 m long.

SSP 2. Description of Work

Work under this Contract includes the following, or as more specifically shown on the Contract Drawings and described under the Contract Documents:

- 1) West Stabilization Area – Remove existing sidewalk and curb, construct reinforced concrete grade beam complete with 31 steel pipe piles, 31 micropiles, full-depth road reconstruction in distressed areas, asphalt mill and overlay in non-distressed areas, install new sidewalk and curb to reinstate site conditions as per City requirements.
- 2) East Stabilization Area – Remove existing sidewalk and curb, construct reinforced concrete grade beam complete with 42 steel pipe piles, full-depth road reconstruction in distressed areas, asphalt mill and overlay in non-distressed areas, install new sidewalk, curb, and handrail to reinstate site conditions as per City requirements.

SSP 3. Hours of Work

No work is permitted before 7:30 a.m. or after 7:00 p.m. Monday through Friday or before 9:00 a.m. or after 7:00 p.m. on Saturday. The *Contractor* shall schedule their work within these hours and will not be permitted to work outside of these hours. A normal workday is 8-hours long, excluding lunch. Inspection of work beyond 8-hours will be paid for by the *Contractor*.

No work is permitted on a Sunday or Statutory Holiday except in case of emergency and then only with written permission of the *Contract Administrator* and to such extent as they deem necessary.

SSP 4. Limits of Site

The *Site* is limited to City's Right-of-Way.

SSP 5. Contract Time

The *Work* of this *Contract* shall be completed not later than 116 (one hundred and sixteen) *Calendar Days* from the *Commencement Date*.

SSP 6. Definitions

In these Supplementary Specifications (Project), unless the context otherwise requires,

“Section” means section of the Specifications or the Conditions of Contract.

“Item” means item of the *Schedule of Quantities and Prices*.

SERVICES PURSUANT TO GENERAL CONDITIONS

The *Contractor* is required, as part of his obligation under the *Contract*, to perform the various services and activities described in the General Conditions and the Supplementary Specifications (Projects) SSP 6 to SSP 20 hereunder.

Payment for such services, activities and work shall deem to be included in the unit prices Quoted in the Schedule of Quantities and Prices, or as extra work as appropriate.

SSP 7. Business/Resident Access

The *Contractor* must ensure that all existing access to and from existing businesses and resident's homes on the north side of Marine Drive is maintained during the contract.

SSP 8. Project Information Signs

Project information signs will not be installed.

SSP 9. Business/Resident Notification

The *Contractor* will provide to the City a copy of a notification letter advising all residents and businesses within a 3-block radius of the proposed construction works prior to service interruption. This written notification shall include information regarding the works affecting their service in the area including but not limited to schedule, delays, and detours. The *Contractor* will be responsible for making copies and delivering these notifications to residents and businesses no later than one week before the start of construction, and not more than three weeks prior to construction.

Payment for Business/Resident Notification is included in Item 1.06, Contractor Submissions, and will be made by lump sum amount.

SSP 10. Material Testing

All materials testing of the concrete, grout, asphalt, and all compaction tests required are the responsibility of the *Contractor* and will be performed at the *Contractor's* cost. Any tests which do not meet contract specifications will be re-performed to proper specifications at the *Contractor's* cost. Certified copies of all tests shall be submitted by the testing laboratory directly to the *Contract Administrator* by email. The following testing frequencies are a minimum requirement.

Concrete Tests: Curb and Sidewalk – per 50 cu.m, min. one per day (slump, air, strength)
Grout – Compressive strength testing of grout will be at the discretion of the Geotechnical Engineer. Approximately 10 sets of cubes will be required.

Density Testing: Road Subgrade, Subbase, and Base – 1 per 100 sq.m, per lift
Curb and Sidewalk Base – 1 per 10 lineal metre placed
Grade Beam Backfill – 1 per 10 lineal metre placed

Sieve Analysis and Proctors: **1 per material type** prior to commencing work and as required

Asphalt – Conventional Marshall Test - 1 test per asphalt type, min 1 per day

SSP 11. Utilities

In addition to the requirements of the General Conditions, the *Contractor* shall cooperate fully with all utility companies and public agencies, the respective last known addresses and telephones being:

A) Electricity: BC Hydro and Power Authority
8475 - 128 Street
Surrey BC V3W 0G1
Telephone: (604) 543-6000

B) Gas: Fortis Gas
16705 Fraser Highway
Surrey BC V3S 2X7
Telephone: (604) 576-7030

C) Telephone: Telus
8th Floor - 3777 Kingsway
Burnaby BC V5H 3X7
Telephone: (604) 436-4842

D) Storm and Sanitary Sewers: City of White Rock
Works Yard
877 Keil Street
White Rock BC V4B 4V6
Telephone: (604) 541-2181

E) Water main: City of White Rock
Works Yard
877 Keil Street
White Rock BC V4B 4V6
Telephone: (604) 541-2181

F) Cable TV: Shaw Cable Systems
4250 Kingsway,
Burnaby, BC V5E 4J2
Telephone: 604-629-4000

SSP 12. Safety Procedures

The *Contractor* shall follow WorkSafe BC-compliant procedures for all work on this project.

SSP 13. Protection of the Environment

The *Contractor* shall comply with all federal and provincial regulations so that construction work does not adversely affect the environment of fish producing or fish nutrient streams, rivers, lakes and other bodies of water within or in the vicinity of, or downstream from the

place of work, not only during active construction of the site, but also during periods where the *Contractor* has suspended construction activity for any reason.

Notwithstanding the above noted requirements, this shall include but not be limited to the following:

- (a) Environmentally safe vegetable oil-based hydraulic fluids are to be used in all drilling equipment. A product sheet from the hydraulic fluid manufacturer shall be provided to the *Contract Administrator* prior to the drilling equipment being mobilized to site.
- (b) The work under this contract shall be undertaken in a manner which will prevent entry of any soil, silt, waterborne sediment, oil, grease, other petroleum products and deleterious substances into any stream, lake or other body of water, whether directly, by surface run-off or other means.

SSP 14. Interfering Services

- 1 The *Contractor* shall, at his own expense, provide for the uninterrupted flow of all watercourses, sewers, drains, and any other utility encountered during the work.
- 2 When other utility structures are encountered, the *Contractor* shall support them to the satisfaction of the *Contract Administrator* so as to protect them from damage. The *Contractor* shall, at his own expense, at once repair and make good any damage which may occur to any watermains, service or utility pipes, or facilities, or to any electrical conductor or telephone facility or to any sidewalk, crosswalk as a result of this operation. *The contractor shall also, at his own expense, temporarily relocate any services which may conflict with the installation of the work.*
- 3 It is the *Contractor's* responsibility wherever necessary to determine location of existing pipes, valves, or other underground structures. Wherever it is necessary to explore and excavate to determine the location of the existing underground structures, the *Contractor* at his own expense shall make explorations and excavations for such purposes.
- 4 Where gas mains and/or service lines exist in the vicinity of the proposed work, the *Contractor* shall consult the officers of the gas company prior to commencing operations and arrange for mutually agreeable procedure for their protection.
- 5 Any additional Telus or Hydro work added to the contract shall be estimated by the *Contractor* as a lump sum unit of work with a breakdown of the associated costs (labour, material, etc.). The *Contract Administrator* will review the Lump Sum price and has the option of either proceeding with the work at the Lump Sum price or using Force Account (machine, materials and labour) plus 10% markup. Machine prices will be taken from the current edition of the MoT Blue Book.

SSP 15. Contractor Submissions

The *Contractor* is responsible for the following prior to the start of construction:

- **Notice of Project:** Submit written notice of the work activity to WorkSafeBC as required by the Occupational Health and Safety Regulation.
- **Erosion and Sediment Control Plan:** Submit an Erosion and Sediment Control Plan to the *Contract Administrator*. The Erosion and Sediment Control Plan should include, but not limited to, site runoff management, deleterious substance containment, grout spill procedures, and drill cuttings/dust containment. The procedures outlined in the Erosion and Sediment Control Plan must be approved by the City.
- **Vector Control Plan:** Submit a Vector Control Plan which includes procedures and approaches to manage rodents/pests around the site to the *Contract Administrator*. The Vector Control Plan must be approved by the City.
- **Traffic and Pedestrian Management Plan:** Submit a Traffic and Pedestrian Management Plan which is in conformance with provincial and municipal regulations. The Traffic and Pedestrian Management Plan must be approved by the City. It is the responsibility of the Contractor to obtain all permits as required by the City of White Rock Street and Traffic Bylaw, No. 1529. Any fees for submitting permits relating to this project will be waived.

Payment for all work relating to Contractor Submissions will be made by lump sum amount under Item 1.06.

SSP 16 Traffic and Pedestrian Management

It is the responsibility of the *Contractor* to provide traffic and pedestrian control to the City's satisfaction throughout the duration of the work.

SSP 17. Mass Excavation and Removal

Mass Excavation and Removal shall include: excavation and removal of materials that are not under the definitions of "Rock Excavation" or "Common Excavation" and that include any other hard-material structures on the ground or underground, such as curbs, gutters, walks, driveways, retaining walls, stairs, asphalt pavement, manholes, catchbasins, lawn drains, cleanouts, inspection chambers, pipes, culverts, end walls, headwalls which are required to be removed by the *Contract Drawings* or by the direction of the *Contract Administrator*. Mass Excavation includes saw cutting of asphalt or concrete but excludes the removal and off-site disposal of asphalt pavement performed by means of full depth milling.

Payment for Mass Excavation will be made on a lump sum basis. Payment includes excavation, disposal, at an approved location off-site, of materials removed as part of Mass Excavation.

SSP 18. Common Excavation

Refer to MMCD Section 31 24 13

Replace:

1.8.5 Payment for common excavation includes....for common excavation

With:

1.8.5 Payment for common excavation includes excavation and removal of unsuitable material. Removal of existing pavements, curbs and gutters, sidewalks, utilities strips, driveways, pipes and conduits are measured separately as part of Mass Excavation and Removal.

Payment for this item will be made at the unit price tendered per cubic meter. Measurement may be by direct measurement of the dimensions of the excavation, or, if that is not possible, by truck box volume according to the following table:

Type of Truck	Volume (cu.m.)	Commonly Known As
Single	6.5	"Tandem Dump Truck"
Combined with Pony Trailer	11.0	"Truck and Pony"
Combined with Transfer Trailer	18.0	"Truck and Transfer"

Notes:

- Volume of pup/pony trailer alone shall be considered 4.5 cubic metre
- Volume of transfer trailer alone shall be considered 11.5 cubic metre

If truck counts and volumes are used for the payment, the *Contractor* shall submit to the *Contract Administrator* the slips or tickets showing legibly the date, location and type/purpose of excavation for each truck load as supporting documents to determine the actual excavation quantities before payment is made for such excavation.

The unit price shall include but not be limited to excavation to the subgrade level, transportation and disposal at an approved offsite location, dump fees, grading, moisture content adjustment, and compaction of the subgrade, temporary erosion control measures, dust control measures, and any other materials, equipment and labour required to complete the work as shown on the contract drawings. Payment will include double handling of material if required.

SSP 19. Steel Pipe Piles

Steel pipe piles shall be as shown on the project drawings and consist of ASTM A106 Grade B Steel Pipes with the following lengths and dimensions:

- Type P1 Piles: 114 mm O.D., 97 mm I.D. (Schedule 80) – 15 m long
- Type P2 Piles: 168 mm O.D., 146 mm I.D. (Schedule 80) – 9 m long

The steel shall conform to CSA G40.21 M-350W with a minimum yield strength of 350 MPa. Pile splices shall be full penetration butt welded with E480XX electrodes.

Payment for this item shall be made at the Unit Price bid per pipe pile installed and shall include all works and materials associated with the supply, installation, and grouting of the pipe piles. The *Contractor* shall provide the *Contract Administrator* with daily counts of grout bag usage during steel pile installation.

SSP 20. Micropiles

Micropiles shall be as shown on the project drawings and consist of 15 m long DSI DYWIDAG #10 double corrosion protection threadbar anchors with a minimum yield strength of 517 MPa.

Payment for this item shall be made at the Unit Price bid per micropile installed and shall include all works and materials associated with the supply and installation of micropile tendons, centralizers, drill bits, couplers, bearing plates, nuts, and grout. The *Contractor* shall provide the *Contract Administrator* with daily counts of grout bag usage during micropile installation.

SSP 21. Incidental Items

Payment for all of work performed under the following MMCD Sections shall be incidental to payment for work described in other MMCD Sections:

MMCD Section	Item Description
01 33 01	Project Record Documents
01 51 01	Temporary Utilities and Lighting
01 52 01	Temporary Structures
01 53 01	Temporary Facilities
01 57 01	Environmental Protection
SSP 10	Materials Testing

SSP 22. Notifications/Schedule of Work

The *Contractor* shall provide a weekly e-mail status report to the *Owner* and the *Contract Administrator* containing:

- The anticipated schedule of activities and locations for the upcoming workweek
- A brief summary of the work completed in the previous week
- Any problems encountered the previous week
- Any other issues related to the work progress

E-mail contact information will be provided at the pre-construction meeting.

Failure of the Contractor to provide notification will result in no further work.

The Owner and the Contract Administrator shall be informed one week in advance of any stoppage or restart of work.

Operation for each of the items may be separate and may involve several mobilizations, setting ups and demobilization. Payment for these services and works is deemed to be included in the Unit Rates in the Form of Tender.

End of Supplementary Specifications (Project)



February 25, 2020

City of White Rock
Hump Retaining Wall Stabilization
Marine Drive, White Rock
Contract No.: WR20 - 007

ADDENDUM NO. 1

This Addendum shall form part of the original Request for Proposal (RFP) documents for the above referenced project. The following supersedes and/or supplements the information contained in the original RFP documents. Proponents shall acknowledge this Addendum by setting out the number in the Submission Form (Appendix B).

Work Commencement Date

Proponents shall be advised that no construction on Marine drive is permitted before 08 September 2020. Commencement of the work shall be no earlier than 08 September 2020 and no later than 14 September 2020. The duration of the work shall remain unchanged.

Submission Deadline

The Submission Deadline is hereby extended to 13 March 2020. The Deadline for Questions and Deadline for Issuing Addenda have been extended to 5 March 2020 and 10 March 2020, respectively.

Appendix A – Supplementary Conditions of the Contract

Replace GC 11.1.1.9 with the following:

“Professional liability insurance in the amount of not less than \$2,000,000 per claim and in the aggregate for any professionals that the Contractor may engage in performing the Work in this Contract.”

Replace GC 11.1.6 with the following:

“All insurance policies shall have the right of subrogation waived as against the Owner, the Consultant, their employees and agents, except for losses and damages arising out of the rendering or the failure to render any professional services.”

Questions and Answers

The following questions and answers are hereby issued in response to the questions of prospective proponents. The questions and answers are in no particular order.

Q1: Please clarify where cost to remove curbs, gutters, sidewalk etc. (mass excavation scope) is to be captured in Option 2 pricing.

A1: Table 1 has been revised to show all pay items separately for Option 1 and Option 2. Proponents shall use the attached revised Table 1 with the proposals.

Q2: While ensuring that all requirements to the proposal and requested content remain the same, would it be acceptable to the City of White Rock if we present the requested content through our own company proposal letterhead?

A2: Proponents are permitted to provide response to the information requested in Schedule A and Schedule B of the Submission Form under their own company letterhead, if preferred. Proponents are required to provide response to all information requested. Please note that the revised Table 1 included in this addendum must be used for the cost estimate.

Q3: Drawing B0.01 Item 3.3.1: The grade of steel pipe shall be of ASTM A106 Grade B. Do you accept to use ASTM A252-3 pipes which are more easily to be found in the market?

A3: Steel piles are required to have a minimum yield strength of 350 MPa. ASTM A252 Grade 3 steel pipes are considered acceptable for use as piles provided they have mill certificates indicating that they meet the required minimum yield strength of 350 MPa. Piles which do not meet the minimum strength requirements will be rejected.

Q4: At the site meeting, it was mentioned that weekly monitoring needs to be completed on the slopes and that all survey work needs to be completed by Target Surveying. These items are not referenced in the RFP documents. Will we be provided with scope of slope monitoring requirements? Will we be provided with a rate sheet or contact information for Target Surveying?

A4: The survey monitoring is referenced in Item 2.7 of Drawing B0.01 – General Notes (1/2). The surveying scope will consist of weekly monitoring of roughly 15 survey points at each construction area. The locations of the survey points will be indicated in the field at the start of construction by a GeoWest representative.

The monitoring point plan and the weekly survey results are to be provided to the Owner and GeoWest for review. Inquiries for pricing shall be sent to the following contact at Target Land Surveying.

Finny Philip | BCLS
Geomatics B.Tech
Target Land Surveying (SurLang) Ltd
Unit #112-10422 168th St., Surrey, B.C., V4N 1R9
Tel: 604-583-6161 | Email: finny@targetlandsurveying.ca
Fax: 866-796-8385 | Website: www.targetlandsurveying.ca

Q5: At the site meeting, it was mentioned that contractors are now being asked to expose the back of the existing bin wall. Will the unit price pay table be updated to account for the additional volumes of excavation and backfill?

A5: The requirement to expose the back of the existing bin wall is referenced in Drawing B1.02 and B2.01. The estimated quantities shown on Table 1 of Schedule D include this work; therefore, no updates will be made.

Q6: The bid bond at 10% of tender price, is this tender price based on Option 1?

A6: The 10% Bid Bond and Work Schedule should be based on the Option 2 work.

Q7: Is there are any specification / Bylaws that tells us which routing the traffic and pedestrian needs to flow?

A7: The Occupational Health and Safety Regulation states that traffic control equipment, arrangements and procedures must meet the requirements of the *1999 Traffic Control Manual for Work on Roadways* issued by the Ministry of Transportation. These requirements are to be followed for this project.

Pedestrian traffic is not permitted within the construction areas. The Contractor is responsible for setting up the appropriate sidewalk closure and detour signages to ensure no pedestrians enter the site. Detour signs shall be posted to direct pedestrians to use the White Rock Promenade along the south side of the BNSF tracks.

Q8: Does the proposed construction encroach on BNSF property?

A8: The proposed work does not encroach on BNSF property. No access or work is permitted on BNSF property without prior approval from the Owner and BNSF.

Q9: Have the existing utilities along Marine Drive been inspected for damage? If so, was there any damage observed.

A9: The existing storm and sanitary sewers along the north side of Marine Drive have been inspected by City crews and do not show any signs of damage.

Q10: Please confirm if an emailed amendment will be acceptable.

A10: Emailed amendment of proposals will not be accepted. Amendment of proposals shall conform to Section 1.6.5 of the RFP.

Q11: Appendix C - Work Specifications Item C.1 Project Drawings (Issued for Tender Rev. 1 - January 31, 2020) indicates the drawings are revision "1", however, the drawings as issued are revision "0". Please confirm if there is a more recent revision of drawings.

A11: The Design Drawings issued are up-to-date and incorrectly show Rev 0 on the bottom right corner. The revisions listed on the bottom left corner are correct. It was noted that the Design Drawings submitted with the RFP had some plotting issues making text boxes unclear on Drawing B1.02 and B1.03. The Design Drawings have been re-plotted and will be available to view as a separate attachment from the RFP. No changes to the drawings have been made.

Q12: SSP 14 - Interfering Services indicates " The contractor shall also, at his own expense, temporarily relocate any services which may conflict with the installation of the work." . Please provide approximate locations of existing utilities the Owner feels may interfere with the installation of the work beyond those indicated on drawing B2.01.

A12: There is reference to "an electrical conduit that runs along the sidewalk located on the south side of Marine Drive" in the Geotechnical Assessment Report prepared by Levelton Consultants Ltd. in 2011. This conduit is not shown on information provided by BC One Call; however, there could potentially be services for lighting flowerpots. There is also a dog water fountain on the sidewalk area near the intersection of Marine Drive and Dolphin Street. Utility records for this fountain are not available. The Contractor is required to conduct utility locating at the site prior to any work.

Q13: Drawing B1.03 indicates "Pedestrian Traffic to be Re-directed Around Construction Area in Accordance with City Requirements, Typ." . Please provide or direct us to these requirements i.e. Are SLAT's acceptable? Pedestrian route widths and required delineation from traffic/work site?

A13: Single Lane Alternating Traffic (SLAT) will be required for the proposed work and therefore acceptable. All traffic control must be in accordance with the document referenced in Q7 on the previous page.

Q14: Please confirm (if required) where the cost for pavement markings are to be included in the pricing. Also, please indicate the extent of pavement markings required.

A14: All works associated with pavement markings are to be included in Item 32.09. The works shall include any temporary road marking and reinstatement of all existing pavement markings within the project extents using extruded thermoplastic markings. Square One Paving Ltd. shall be retained to provide the thermoplastic markings for all crosswalks.

Permanent markings shall include reinstatement of all line markings, crosswalk markings, speed limit markings, safety markings, and bicycle markings.

Q15: Item 32.09 Permanent Thermoplastic Pavement Markings (Square One Paving Ltd. to be retained) have a quantity of one (1) Lump Sum. As this product can be extremely costly, we request the Owner provide a quantity for bid comparison purposes.

A15: The Owner will not be providing unit quantities for Item 32.09.

Q16: Please confirm if shutdown of traffic in both directions for a maximum period of five (5) minutes is permissible.

A16: Temporary shutdown of traffic in both directions is permitted for periods not exceeding 5 minutes in duration. The Contractor is required to conduct the work in a manner that minimizes disruptions to traffic. Full-road closures exceeding 5 minutes in duration must be approved prior by the City of White Rock.

Q17: Please confirm if a SLAT between Station 0+000 and approximately Station 0+292 is acceptable for the duration of the project. Also, will it be acceptable to close Dolphin Street to local traffic only for the duration of the project.

A17: Single Lane Alternating Traffic (SLAT) is permitted within the project extents for the duration of the project. Restricting the use of Dolphin Street to local access only is acceptable.

Q18: Item E - Financial History of Appendix B - Submission requests financial statements for the last three (3) years, please confirm if a bid will be deemed non-compliant and not be qualified for further consideration if this information is not provided.

A18: Proponents who do not provide details of their financial history as per Section E of Schedule A will still be deemed compliant. However, proponents are urged to provide all information requested in Schedule A as this information will be used by the evaluation team to determine each proponent's strength and ability to perform the work.

Q19: Existing Shotcrete Encapsulated Timber Wall - Referencing drawing B2.02, please confirm if there are existing tiebacks and if the excavation for the pile cap can encroach immediately up to the back side of the wall.

A19: There are no known existing tieback anchors within the project extents that will interfere with the drilling of piles.

Q20: Please confirm where in Table 1 - Pricing for Work sawcutting of existing asphalt is to be included.

A20: Payment for sawcutting of asphalt or concrete shall be included in Mass Excavation and Removal – Item 31.01.

Q21: Please confirm if a 1m reduction in lane width through the SLAT at foundation equipment locations is acceptable.

A21: The minimum width of travel lane on Marine Drive is to be 3 m. The Contractor's traffic consultant shall confirm all lane widths and provide the City of White Rock with a Traffic Control Plan (TMP) for review.

Q22: Please confirm if residential parking on the westbound side of Marine Drive can be relocated for the duration of the project, perhaps stalls at the nearby parking lot can be reserved for these residents.

A22: Yes, westbound parking can be relocated. Please describe how alternate parking arrangements will be provided in "Schedule B: Work Plan and Methodology, Section B" of the proposal submission.

[END OF ADDENDUM]

Attachments: Table 1: Pricing for Work
CS/CB/knh



March 10, 2020

City of White Rock
Hump Retaining Wall Stabilization
Marine Drive, White Rock
Contract No.: WR20 - 007

ADDENDUM NO. 2

This Addendum shall form part of the original Request for Proposal (RFP) documents for the above referenced project. The following supersedes and/or supplements the information contained in the original RFP documents. Proponents shall acknowledge this Addendum by setting out the number in the Submission Form (Appendix B).

Submission Deadline

The Submission Deadline is hereby extended to **17 April 2020**. The Deadline for Questions and Deadline for Issuing Addenda have been extended to 9 April 2020 and 14 April 2020, respectively. Refer to the RFP for further details on the submission time and details.

Questions and Answers

The following questions and answers are hereby issued in response to the questions of prospective proponents. The questions and answers are in no particular order.

Q1: Please confirm if the quantities listed for Items 03.01, 03.02 and 03.03 for both Options 1 and 2 are correct.

A1: The quantities listed are correct.

Q2: Several foundation contractors have indicated the inability to switch to vegetable oil-based hydraulic fluids for this project without there being a significant cost. They have cited other municipality and Ministry work that have allowed for the use of non-vegetable oil-based hydraulic fluids. Please confirm if, with appropriate handling procedures, non-vegetable will be acceptable.

A2: The City will accept the use of standard mineral-based hydraulic fluids, provided that an appropriate spill response plan is in-place to immediately address any spills.

Q3: Drawing B2.01 indicates Contractor to "Protect Existing Sidewalk, Benches, Handrail, Slope Etc. Outside Work Area From Damage Caused by Construction. Contractor is Responsible to Reinstating Existing Site Conditions At Their Own Expense". Upon review of the proximity of the pile cap to the sidewalk and excavation slope requirements per WorkSafe BC the section of sidewalk running underneath the benches will require removal and reinstatement. Please confirm if this additional 63m² of sidewalk should be carried under item 3.02 or if this work will be paid at the submitted Unit Rate.

A3: If removal of the sidewalk underlying the existing benches is required, proponents shall include pricing for this work (including costs to reinstate benches, planters, etc.) under Item 3.02. This work will not be paid at the submitted unit rate.

[END OF ADDENDUM]



April 15, 2020

City of White Rock
Hump Retaining Wall Stabilization
Marine Drive, White Rock
Contract No.: WR20 - 007

ADDENDUM NO. 3

This Addendum shall form part of the original Request for Proposal (RFP) documents for the above referenced project. The following supersedes and/or supplements the information contained in the original RFP documents. Proponents shall acknowledge this Addendum by setting out the number in the Submission Form (Appendix B).

Civil Drawings

Attached to this Addendum are Civil Drawings prepared by R.F. Binnie & Associates Ltd (Drawing 20-0216-R1 to 20-0216-XS1-2 dated 2020-04-13). The proposed works shall conform to these drawings.

Work Commencement Date

Proponents are hereby advised that the City is considering starting construction in May 2020 due to COVID-19. The following shall be added to Schedule B of Appendix B and included as part of the Submission Form. Proponents shall answer the following in the space provided below and attach this Addendum, complete with their response, to the Submission Form. Alternatively, proponents may provide response on a separate page and attach it to the Submission Form.

- 1) A brief description on how starting construction in May 2020, as opposed to September 2020, would affect the proponent's proposal. At a minimum, proponents shall describe how changing the start date to May 2020 would affect the project cost and schedule, as well as identify any additional risks that would result from the early start date.

Table 1: Pricing for Work

Table 1 of Appendix A Schedule D has been revised to account for the work detailed on the attached R.F. Binnie Civil Drawings. Proponents shall use this revised Table 1, dated April 15, for their submissions.

Questions and Answers

The following questions and answers are hereby issued in response to the questions of prospective proponents. The questions and answers are in no particular order.

Q1: Please confirm if h-piles (HP 10x57) in lieu of pipe piles is an acceptable alternative.

A1: The section properties of HP 10x57 piles are considered acceptable for use as an alternative to the specified pipe piles; however, each HP 10x57 pile must be installed in a concrete filled pre-drilled hole that has a minimum diameter of 457 mm to provide proper cover. A temporary steel casing may need to be used to drill the pile holes to avoid hole collapse (no extra payment would be issued for switching to casing). The pile hole concrete shall have a minimum 28-day compressive strength of 25 MPa. The HP 10x57 piles would need to be centered vertically in the wet concrete. The soil cuttings shall be disposed off-site at no extra cost.

Q2: Considering the growing concerns regarding the COVID-19 situation, would the City of White Rock allow proponents to submit submissions electronically, instead of the three hard copies as required in the RFP?

A2: The City no longer requires hard copies of proposals and will accept electronically submitted proposals. Digital copies of proposals shall be sent to cschentag@geowestengineering.com on or before the Submission Deadline. Proponents may still submit their proposals in the form detailed in Part 1 Section 1.6.4 of the RFP if preferred.

Q3: On page 49 of Schedule C, will there be a new schedule sent out or do we modify the existing form.



Q3: Proponents shall modify the existing form provided in the RFP to show the September 2020 start date.

[END OF ADDENDUM]

5.0 FIELD REVIEW AND TESTING

- 4.1.3 WASHOUT WATER FROM GROUTING AND CONCRETE WORKS SHALL BE DISPOSED OF IN ACCORDANCE WITH THE GROUT SPILL MANAGEMENT PLAN APPROVED BY THE OWNER.
- 4.1.4 THE CONTRACTOR SHALL INFORM THE GEOTECHNICAL ENGINEER IMMEDIATELY OF TENSION CRACKS OR ANY SIGNS OF UNSTABLE CONDITIONS ENCOUNTERED DURING CONSTRUCTION. INSTALLATION OF FACE-SAVING MEASURES MAY BE REQUIRED BY THE GEOTECHNICAL ENGINEER TO SUPPORT SUCH AREAS.
- 4.1.5 SURFACE WATER CONTROL BERMS SHALL BE CONSTRUCTED TO MINIMIZE SURFACE WATER FROM ENTERING THE EXCAVATION.
- 4.2 **STEEL PILES AND MICROPILES**
 - 4.2.1 PREDRILL PILE HOLES USING TEMPORARY CASING AS SPECIFIED IN THESE DRAWINGS TO PREVENT HOLE COLLAPSE DURING INSTALLATION OF PILES AND MICROPILES. THE TEMPORARY CASING SHALL BE USED UNLESS WRITTEN APPROVAL IS PROVIDED BY THE GEOTECHNICAL ENGINEER TO DRILL USING THE OPEN-HOLE TECHNIQUE.
 - 4.2.2 SET AND CENTER THE PILES IN THE CASING. BACKFILL CASING AND PIPE PILES WITH MICROSIL GROUT VIA TREMIE METHOD.
 - 4.2.3 EXTRACT TEMPORARY CASING. MICROSIL GROUT SHALL EXTEND TO THE ELEVATION SHOWN ON THESE DRAWINGS AFTER EXTRACTION OF THE TEMPORARY CASING.
 - 4.2.4 THE PILES SHALL BE INSTALLED WITH A MAXIMUM VARIATION OF 50 MM IN PLAN. PIPE PILES SHALL NOT BE OUT OF PLUMB BY MORE THAN 2 PERCENT. THE MICROPILES SHALL BE INSTALLED AT THE INCLINATION SHOWN ON THESE DRAWINGS.
 - 4.2.5 THE CONTRACTOR SHALL PROVIDE EQUIPMENT FOR CHECKING PILE ALIGNMENT DURING INSTALLATION AND SHALL CONTINUOUSLY MONITORING THE PILE INSTALLATION TO MEET THE PROJECT TOLERANCES.
 - 4.2.6 ADJUSTMENTS TO THE PILE LENGTHS SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL FROM THE GEOTECHNICAL ENGINEER.
 - 4.2.7 SOIL CUTTINGS SHALL BE COLLECTED AND DISPOSED OFF-SITE. NO SOIL CUTTINGS OR WASTE TO BE DISPOSED OF OVER SLOPE.
 - 4.2.8 THE DRILLING CONTRACTOR SHALL ADVISE THE GEOTECHNICAL ENGINEER OF ALL SIGNIFICANT CHANGES IN DRILLING CONDITIONS, AS THEY OCCUR, INCLUDING OBSTRUCTIONS AND VOIDS.
 - 4.2.9 MICROPILE SPLICES SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S DCP REQUIREMENTS. HEAT SHRINK WRAP SHALL BE USED AT EACH SPLICE LOCATION.
- 4.3 **GRADE BEAMS**
 - 4.3.1 GRADE BEAM CONCRETE SHALL BE PLACED IN ACCORDANCE WITH MASTER MUNICIPAL SPECIFICATIONS SECTION 03 30 20 3.5 CONCRETE PLACEMENT WITH THE FOLLOWING ADDITION:
 - GRADE BEAM FORMWORK, IF USED, IS TO BE LEFT IN PLACE FOR A MINIMUM OF 24 HOURS FOLLOWING CONCRETE PLACEMENT.
 - 4.3.2 ALL CAST IN PLACE CONCRETE SHALL BE VIBRATED DURING PLACEMENT.
- 4.4 **COMPACTION OF BACKFILL AND GRANULAR BASE**
 - 4.4.1 BACKFILL AND GRANULAR BASE SHALL BE PLACED AND COMPACTED IN HORIZONTAL LIFTS NOT EXCEEDING 300 MM IN LOOSE THICKNESS. BACKFILL AND GRANULAR BASE SHALL BE COMPACTED TO NOT LESS THAN 95% OF THE MATERIAL'S MODIFIED PROCTOR DENSITY (ASTM D1557) AS CONFIRMED BY IN-SITU DENSITY TESTING CONDUCTED BY A MATERIALS TESTING AGENCY.
 - 4.4.2 AT THE END OF EACH WORKDAY, THE BACKFILL SURFACE SHALL BE COMPACTED AND GRADED TO MINIMIZE PONDING OF WATER AND SATURATION OF THE BACKFILL.

- 5.1 THE GEOTECHNICAL ENGINEER SHALL OBSERVE THE INSTALLATION OF PILES, EXCAVATION, CONSTRUCTION OF GRADE BEAMS AND SIDEWALKS, AND BACKFILLING. THE GEOTECHNICAL ENGINEER SHALL BE NOTIFIED A MINIMUM OF 24 HOURS BEFORE CONSTRUCTION WORKS COMMENCE. QUALITY CONTROL TESTING IS THE RESPONSIBILITY OF THE CONTRACTOR.
- 5.2 THE CONTRACTOR SHALL RETAIN A MATERIALS TESTING AGENCY TO COLLECT GROUT SAMPLES FOR COMPRESSIVE STRENGTH TESTING IN ACCORDANCE WITH CSA A23.2-18. COMPRESSIVE STRENGTH TESTS SHALL BE CARRIED OUT ON GROUT SAMPLES COLLECTED AT THE DISCRETION OF THE GEOTECHNICAL ENGINEER. AN ESTIMATED 10 SETS OF 3 CUBES WILL BE CAST.
- 5.3 THE GEOTECHNICAL ENGINEER SHALL REVIEW THE STEEL REINFORCEMENT FOR THE GRADE BEAMS PRIOR TO THE PLACEMENT OF CONCRETE.
- 5.4 CONCRETE STRENGTH, AIR CONTENT, AND SLUMP SHALL BE TESTED BY THE CONTRACTOR'S QUALITY CONTROL TESTING AGENCY AT THEIR OWN EXPENSE. THE CONTRACTOR SHALL PROVIDE A MINIMUM 24 HOURS NOTICE TO THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF CONCRETE FOR THE GRADE BEAMS AND SIDEWALKS. THE FOLLOWING ARE MINIMUM CONCRETE TESTING FREQUENCIES:
 - 5.4.1 AT LEAST ONE PLASTIC CONCRETE TEST (AIR CONTENT, SLUMP, TEMPERATURE) SHALL BE CONDUCTED FOR EACH DAY OF GRADE BEAM CONCRETE PLACEMENT BUT NOT LESS THAN ONE PLASTIC CONCRETE TEST PER EACH GRADE BEAM.
 - 5.4.2 ONE SET OF 3 COMPRESSIVE STRENGTH CYLINDERS PER GRADE BEAM.
 - 5.4.3 AT LEAST ONE CONCRETE SPOT TEST FOR EACH DAY OF SIDEWALK CONCRETE PLACEMENT OR PER EVERY 150 LM OF SIDEWALK, WHICHEVER IS MORE.
 - 5.4.4 MIN ONE SET OF 3 COMPRESSIVE STRENGTH CYLINDERS PER DAY OF CONCRETE PLACEMENT.
- 5.5 THE CONTRACTOR IS RESPONSIBLE FOR RETAINING A QUALITY CONTROL TESTING AGENCY TO CONDUCT ASPHALT DENSITY TESTS. THE ASPHALT DENSITY TESTING SHALL BE CONDUCTED AS PER MMCD REQUIREMENTS AND THE RESULTS PROVIDED TO THE GEOTECHNICAL ENGINEER FOR REVIEW.
- 5.6 BACKFILL MATERIAL SHALL BE REVIEWED BY THE GEOTECHNICAL ENGINEER PRIOR TO DELIVERY TO SITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO RETAIN A TESTING AGENCY TO CONDUCT COMPACTION TESTING. THE RESULTS OF THE COMPACTION TESTS SHALL BE PROVIDED TO THE GEOTECHNICAL ENGINEER FOR REVIEW. THE FOLLOWING ARE MINIMUM COMPACTION TESTING FREQUENCIES:
 - 5.6.1 AT LEAST ONE COMPACTION TEST FOR EVERY 10 LM OF BACKFILL PLACED ABOVE GRADE BEAMS
 - 5.6.2 AT LEAST ONE COMPACTION TEST FOR EVERY 10 LM OF SIDEWALK BASE PLACED.
 - 5.6.3 AT LEAST ONE COMPACTION TEST FOR EVERY 100 M² OF ROAD SUBGRADE
 - 5.6.4 AT LEAST ONE COMPACTION TEST FOR EVERY 100 M² OF ROAD SUBBASE
 - 5.6.5 AT LEAST ONE COMPACTION TEST FOR EVERY 100 M² OF ROAD BASE

REVISIONS		ADAPTED FROM:	DRAWING TITLE:	CLIENT:	DESIGN BY:	SEAL:	DATE	DWN:
		PROJECT / DWG. NO:	GENERAL NOTES (2/2)				JAN 2020	BO
		DATE:	PROJECT: HUMP RETAINING WALL STABILIZATION				SCALE: N/A	DSN: CB
△	19 May 2020	Issued for Construction	ADDRESS: MARINE DRIVE, WHITE ROCK, BC			CHK: DJ	GEOWEST FILE: GA17-1167-01	REV: 0
△	31 January 2020	Issued for Tender	CLIENT: CITY OF WHITE ROCK		200 - 34425 MCCONNELL ROAD ABBOTSFORD, BC V2S 7P1 TEL: 604-852-9088			
△	24 January 2020	Issued for Client Review						
REV	Revision Date	Revision Description						

This drawing is the sole property of GeoWest Engineering Ltd. and cannot be used or duplicated in any way without the expressed written consent of GeoWest.



LEGEND





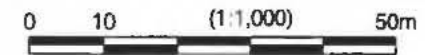
-  ASPHALT CRACKING OBSERVED ON DEC. 17, 2019 (APPROXIMATE)
-  BOREHOLE (GEOWEST 2018)
BH18-01
BH18-02
-  BOREHOLE WITH INCLINOMETER (LEVELTON 2011)
BH11-01
BH11-03
-  BOREHOLE (LEVELTON 2011)
BH11-02

Table 1. Summary of Pile Quantities

Stabilization Area	Grade Beam Length (m)	Pile #	Pile Type	Outside Diameter	Inside Diameter	Pile Length (m)	Pile Spacing (m)	Number of Piles	Total Length (m)
West	46.5	P1	4" Schedule 80 Steel Pipe	114 mm (4.50")	97 mm (3.83")	15.0	1.5	31	465
		A1	#10 DCP Threadbar	32 mm (1.25")	-	15.0	1.5	31	465
East	63.0	P2	6" Schedule 80 Steel Pipe	168 mm (6.625")	146 mm (5.76")	9.0	1.5	42	378



REV	Revision Date	Revision Description	DWN	CHK
1	19 May 2020	Issued for Construction	CS	DJ
2	31 January 2020	Issued for Tender	CS	DJ
3	24 January 2020	Issued for Client Review	BO	DJ

ADAPTED FROM: WROMS
 PROJECT / DWG.NO: N/A
 DATE: JUNE 2018

This drawing is the sole property of GeoWest Engineering Ltd. and cannot be used or duplicated in any way without the expressed written consent of GeoWest.

DRAWING TITLE: **OVERALL SITE PLAN**

PROJECT: HUMP RETAINING WALL STABILIZATION

ADDRESS: MARINE DRIVE, WHITE ROCK, BC

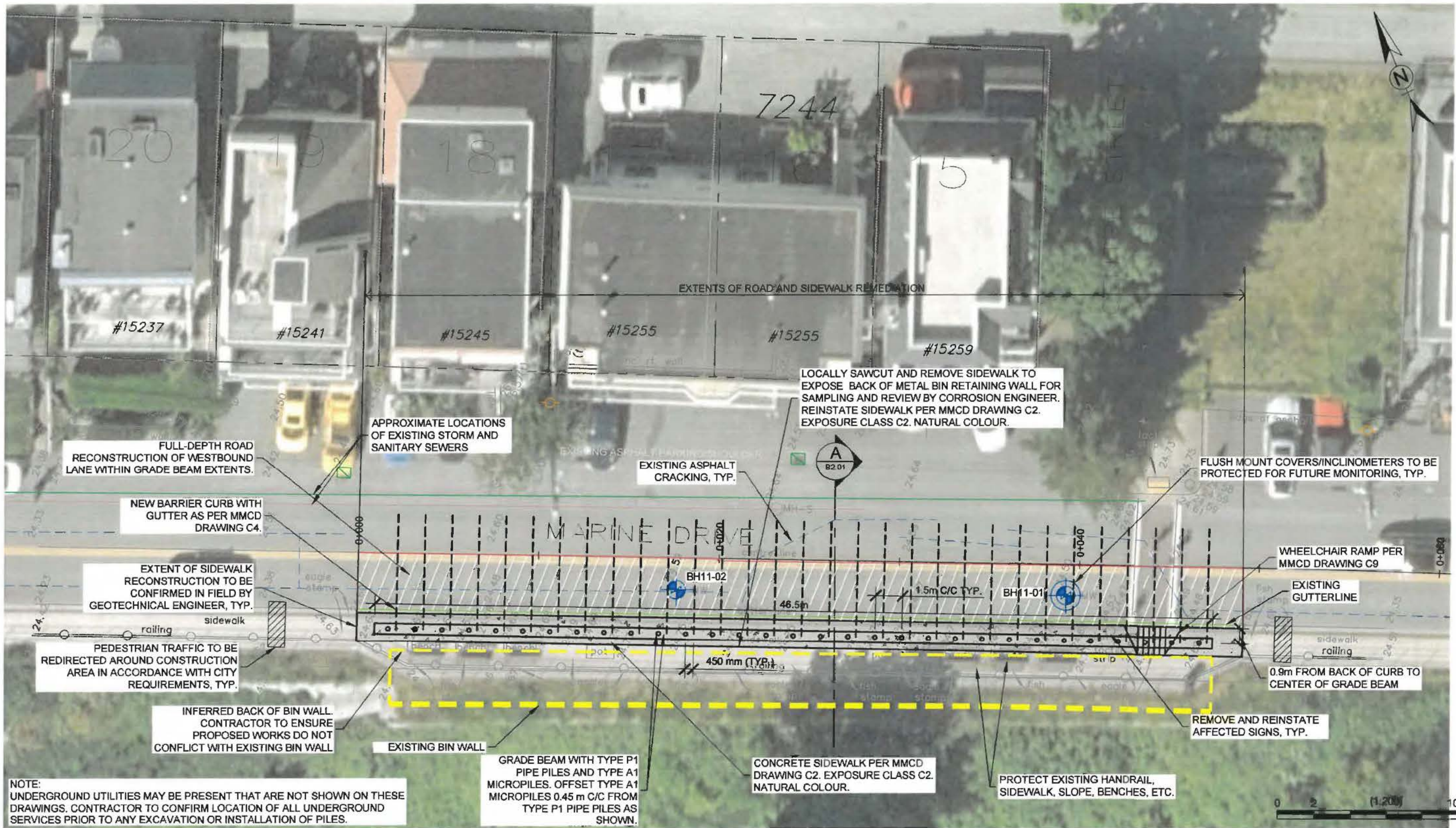
CLIENT: CITY OF WHITE ROCK



DESIGN BY: [Blank]

SEAL: [Blank]

DATE: JAN 2020
 SCALE: 1:1000
 GEOWEST FILE: GA17-1167-01
 DRAWING NO: **B1.01**
 DWN: BO
 DSN: CB
 CHK: DJ
 REV: **0**



NOTE:
UNDERGROUND UTILITIES MAY BE PRESENT THAT ARE NOT SHOWN ON THESE DRAWINGS. CONTRACTOR TO CONFIRM LOCATION OF ALL UNDERGROUND SERVICES PRIOR TO ANY EXCAVATION OR INSTALLATION OF PILES.

REV	Revision Date	Revision Description	DWN	CHK
1	19 May 2020	Issued for Construction	CS	DJ
2	31 January 2020	Issued for Tender	CS	DJ
3	24 January 2020	Issued for Client Review	BO	DJ

ADAPTED FROM:
TARGET LAND SURVEYING / WROMS
PROJECT / DWG. NO.:
9212-C-SITE / N/A
DATE:
N/A / NOV. 2019
This drawing is the sole property of GeoWest Engineering Ltd. and cannot be used or duplicated in any way without the expressed written consent of GeoWest.

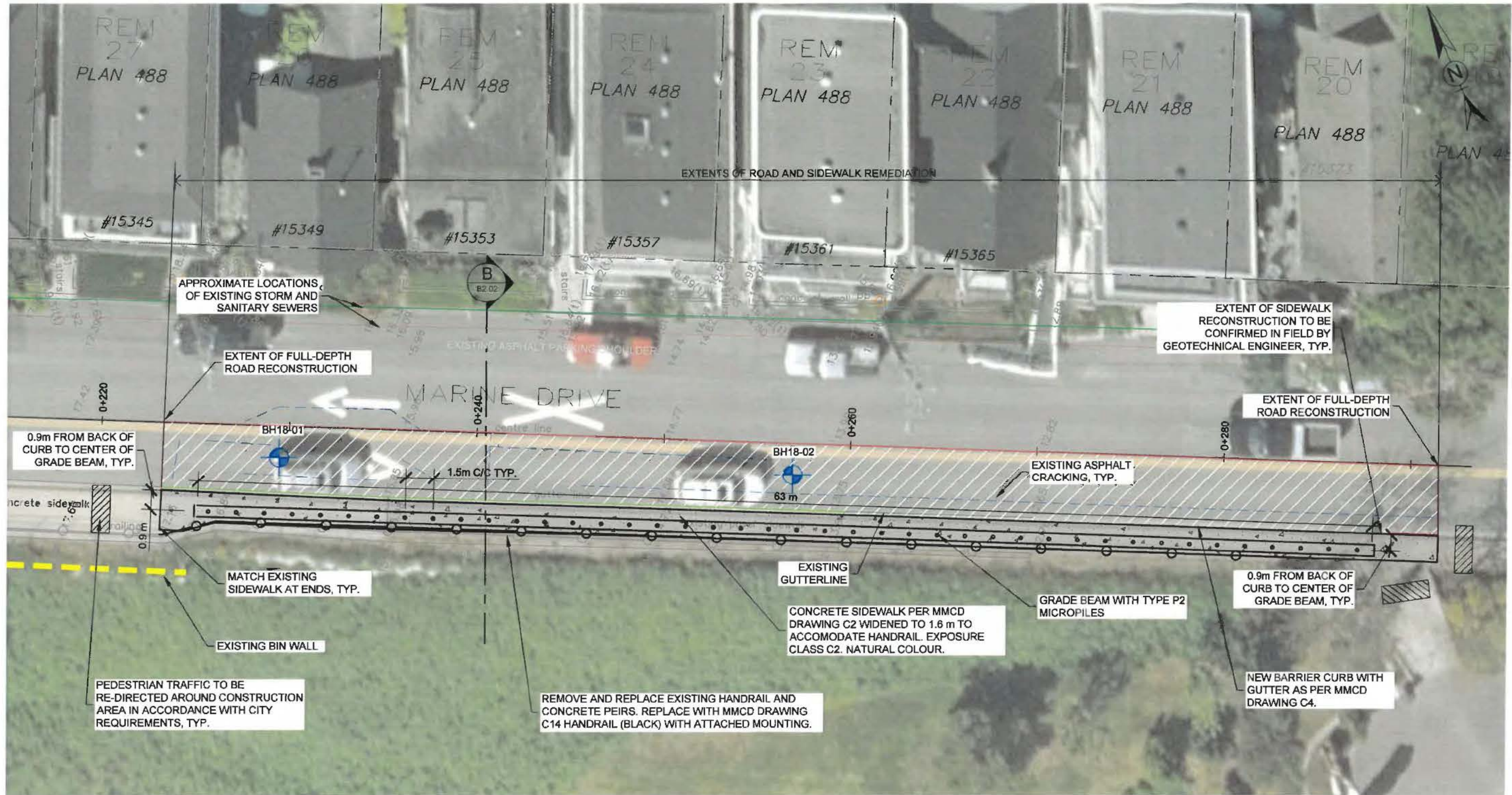
DRAWING TITLE:
WEST STABILIZATION AREA
PROJECT:
HUMP RETAINING WALL STABILIZATION
ADDRESS:
MARINE DRIVE, WHITE ROCK, BC
CLIENT:
CITY OF WHITE ROCK



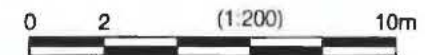
DESIGN BY:
GeoWest ENGINEERING
200 - 34425 MCCONNELL ROAD
ABBOTSFORD, BC V2S 7P1
TEL: 604-852-9088

SEAL:
DATE
JAN 2020
SCALE:
1:200
GEOWEST FILE:
GA17-1167-01
DRAWING NO.:

DWN:
BO
DSN:
CB
CHK:
DJ
REV:
B1.02 0



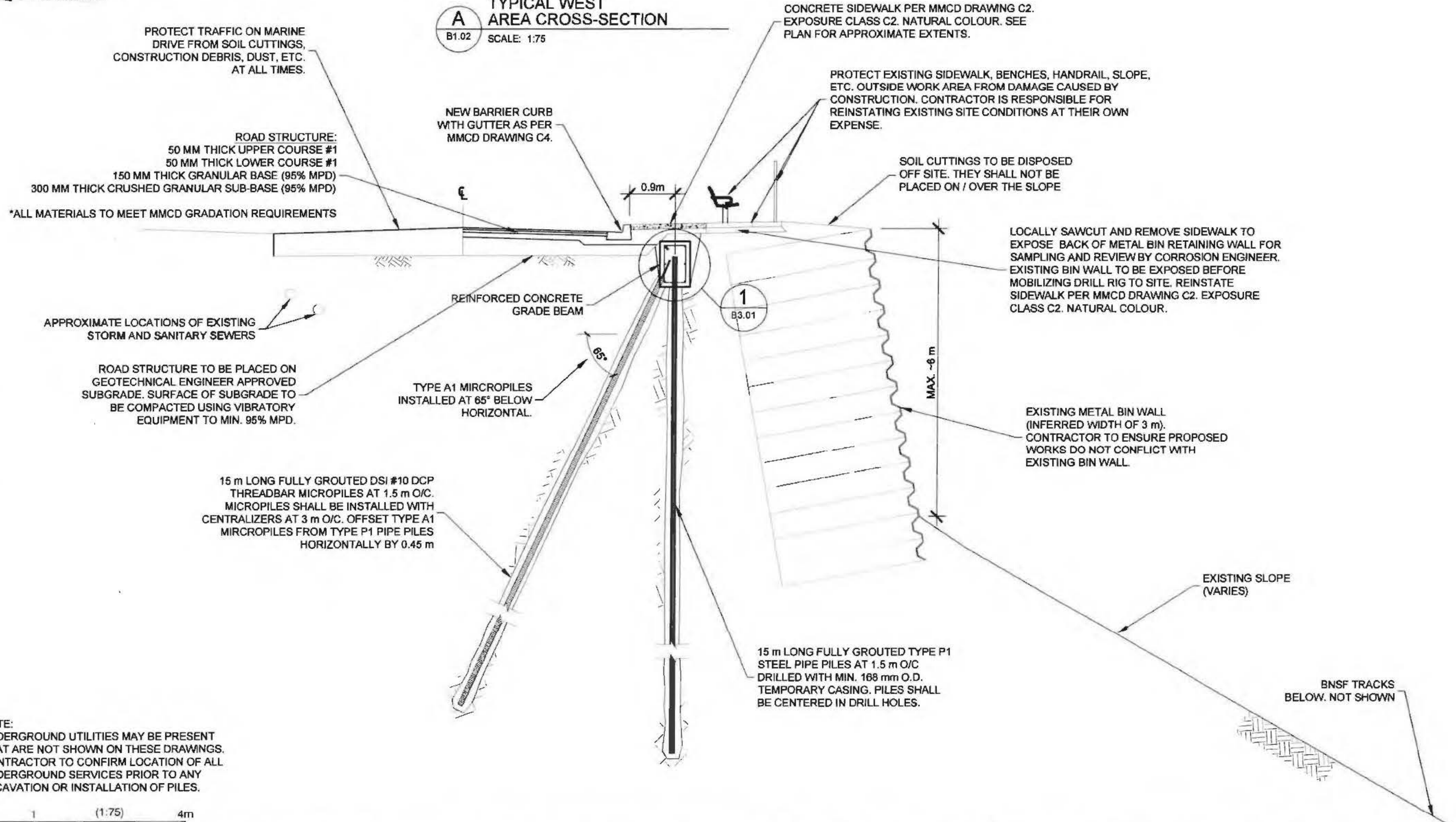
NOTE:
 UNDERGROUND UTILITIES MAY BE PRESENT THAT ARE NOT SHOWN ON THESE DRAWINGS. CONTRACTOR TO CONFIRM LOCATION OF ALL UNDERGROUND SERVICES PRIOR TO ANY EXCAVATION OR INSTALLATION OF PILES.



REVISIONS <table border="1"> <thead> <tr> <th>REV</th> <th>Revision Date</th> <th>Revision Description</th> <th>DWN</th> <th>CHK</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>19 May 2020</td> <td>Issued for Construction</td> <td>CS</td> <td>DJ</td> </tr> <tr> <td>2</td> <td>31 January 2020</td> <td>Issued for Tender</td> <td>CS</td> <td>DJ</td> </tr> <tr> <td>3</td> <td>24 January 2020</td> <td>Issued for Client Review</td> <td>BD</td> <td>DJ</td> </tr> </tbody> </table>		REV	Revision Date	Revision Description	DWN	CHK	1	19 May 2020	Issued for Construction	CS	DJ	2	31 January 2020	Issued for Tender	CS	DJ	3	24 January 2020	Issued for Client Review	BD	DJ	ADAPTED FROM: TARGET LAND SURVEYING / WROMS PROJECT / DWG. NO: 9212-C-SITE / N/A DATE: N/A / NOV. 2019 This drawing is the sole property of GeoWest Engineering Ltd. and cannot be used or duplicated in any way without the expressed written consent of GeoWest.		DRAWING TITLE: EAST STABILIZATION AREA PROJECT: HUMP RETAINING WALL STABILIZATION ADDRESS: MARINE DRIVE, WHITE ROCK, BC CLIENT: CITY OF WHITE ROCK		CLIENT: 		DESIGN BY: 		SEAL: 		DATE: JAN 2020 SCALE: 1:200 GEOWEST FILE: GA17-1167-01 DRAWING NO: B1.03		DWN: 80 DSN: CB CHK: DJ REV: 0	
REV	Revision Date	Revision Description	DWN	CHK																															
1	19 May 2020	Issued for Construction	CS	DJ																															
2	31 January 2020	Issued for Tender	CS	DJ																															
3	24 January 2020	Issued for Client Review	BD	DJ																															

R. NOT SHOWN

A
B1.02
TYPICAL WEST
AREA CROSS-SECTION
SCALE: 1:75



PROTECT TRAFFIC ON MARINE DRIVE FROM SOIL CUTTINGS, CONSTRUCTION DEBRIS, DUST, ETC. AT ALL TIMES.

CONCRETE SIDEWALK PER MMCD DRAWING C2. EXPOSURE CLASS C2. NATURAL COLOUR. SEE PLAN FOR APPROXIMATE EXTENTS.

PROTECT EXISTING SIDEWALK, BENCHES, HANDRAIL, SLOPE, ETC. OUTSIDE WORK AREA FROM DAMAGE CAUSED BY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR REINSTATING EXISTING SITE CONDITIONS AT THEIR OWN EXPENSE.

SOIL CUTTINGS TO BE DISPOSED OFF SITE. THEY SHALL NOT BE PLACED ON / OVER THE SLOPE

LOCALLY SAWCUT AND REMOVE SIDEWALK TO EXPOSE BACK OF METAL BIN RETAINING WALL FOR SAMPLING AND REVIEW BY CORROSION ENGINEER. EXISTING BIN WALL TO BE EXPOSED BEFORE MOBILIZING DRILL RIG TO SITE. REINSTATE SIDEWALK PER MMCD DRAWING C2. EXPOSURE CLASS C2. NATURAL COLOUR.

EXISTING METAL BIN WALL (INFERRED WIDTH OF 3 m). CONTRACTOR TO ENSURE PROPOSED WORKS DO NOT CONFLICT WITH EXISTING BIN WALL.

EXISTING SLOPE (VARIES)

BNSF TRACKS BELOW. NOT SHOWN

ROAD STRUCTURE:
50 MM THICK UPPER COURSE #1
50 MM THICK LOWER COURSE #1
150 MM THICK GRANULAR BASE (95% MPD)
300 MM THICK CRUSHED GRANULAR SUB-BASE (95% MPD)
*ALL MATERIALS TO MEET MMCD GRADATION REQUIREMENTS

APPROXIMATE LOCATIONS OF EXISTING STORM AND SANITARY SEWERS

ROAD STRUCTURE TO BE PLACED ON GEOTECHNICAL ENGINEER APPROVED SUBGRADE. SURFACE OF SUBGRADE TO BE COMPACTED USING VIBRATORY EQUIPMENT TO MIN. 95% MPD.

TYPE A1 MIRCROPILES INSTALLED AT 65° BELOW HORIZONTAL.

15 m LONG FULLY GROUTED DSI #10 DCP THREADBAR MIRCROPILES AT 1.5 m O/C. MIRCROPILES SHALL BE INSTALLED WITH CENTRALIZERS AT 3 m O/C. OFFSET TYPE A1 MIRCROPILES FROM TYPE P1 PIPE PILES HORIZONTALLY BY 0.45 m

15 m LONG FULLY GROUTED TYPE P1 STEEL PIPE PILES AT 1.5 m O/C DRILLED WITH MIN. 168 mm O.D. TEMPORARY CASING. PILES SHALL BE CENTERED IN DRILL HOLES.

NOTE:
UNDERGROUND UTILITIES MAY BE PRESENT THAT ARE NOT SHOWN ON THESE DRAWINGS. CONTRACTOR TO CONFIRM LOCATION OF ALL UNDERGROUND SERVICES PRIOR TO ANY EXCAVATION OR INSTALLATION OF PILES.

0 1 (1:75) 4m

REVISIONS		ADAPTED FROM:	DRAWING TITLE:	CLIENT:	DESIGN BY:	SEAL:	DATE	DWN:
		PROJECT / DWG.NO.:	WEST AREA CROSS-SECTION	WHITE ROCK <i>My City by the Sea</i>	GeoWest ENGINEERING		JAN 2020	BO
		DATE:	PROJECT:				AS SHOWN	DSN:
			HUMP RETAINING WALL STABILIZATION				GEOWEST FILE: GA17-1167-01	CB
			ADDRESS:				DRAWING NO:	CHK:
			MARINE DRIVE, WHITE ROCK, BC				B2.01	DJ
			CLIENT:				REV:	
			CITY OF WHITE ROCK				0	
REV	Revision Date	Revision Description	DWN	CHK	200 - 34425 MCCONNELL ROAD ABBOTSFORD, BC V2S 7P1 TEL: 604-852-9088			

B TYPICAL EAST AREA CROSS-SECTION

B1.03 SCALE: 1:75

℄ NOT SHOWN

MARINE DRIVE. PROTECT TRAFFIC FROM SOIL CUTTINGS, CONSTRUCTION DEBRIS, DUST, ETC.

CONCRETE SIDEWALK PER MMCD DRAWING C2. EXPOSURE CLASS C2. NATURAL COLOUR. SEE PLAN FOR APPROXIMATE EXTENTS.

REPLACE EXISTING HANDRAIL. PROTECT SLOPE, ETC. OUTSIDE WORK AREA FROM DAMAGE CAUSED BY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR REINSTATING EXISTING SITE CONDITIONS AT THEIR OWN EXPENSE.

SOIL CUTTINGS TO BE DISPOSED OFF SITE. THEY SHALL NOT BE PLACED ON / OVER THE SLOPE

EXISTING SHOTCRETE ENCAPSULATED TIMBER WALL. EXISTING SMALL DIAMETER SOLDIER PILES NOT SHOWN ON THESE DRAWINGS.

ROAD STRUCTURE:
50 MM THICK UPPER COURSE #1
50 MM THICK LOWER COURSE #1
150 MM THICK GRANULAR BASE (95% MPD)
300 MM THICK CRUSHED GRANULAR SUB-BASE (95% MPD)

NEW BARRIER CURB WITH GUTTER AS PER MMCD DRAWING C4.

*ALL MATERIALS TO MEET MMCD GRADATION REQUIREMENTS

APPROXIMATE LOCATIONS OF EXISTING STORM AND SANITARY SEWERS

REINFORCED CONCRETE GRADE BEAM

ROAD STRUCTURE TO BE PLACED ON GEOTECHNICAL ENGINEER APPROVED SUBGRADE. SURFACE OF SUBGRADE TO BE COMPACTED USING VIBRATORY EQUIPMENT TO MIN. 95% MPD.

9 m LONG FULLY GROUTED TYPE P2 STEEL PIPE PILES AT 1.5 m O/C DRILLED WITH MIN. 219 mm O.D. TEMPORARY CASING. PIPE PILES SHALL BE CENTERED IN DRILL HOLES.

EXISTING SLOPE (VARIES)

BNSF TRACKS BELOW. NOT SHOWN

NOTE:
UNDERGROUND UTILITIES MAY BE PRESENT THAT ARE NOT SHOWN ON THESE DRAWINGS. CONTRACTOR TO CONFIRM LOCATION OF ALL UNDERGROUND SERVICES PRIOR TO ANY EXCAVATION OR INSTALLATION OF PILES.



REV	Revision Date	Revision Description	DWN	CHK
1	19 May 2020	Issued for Construction	CS	DJ
2	31 January 2020	Issued for Tender	CS	DJ
3	24 January 2020	Issued for Client Review	BO	DJ

ADAPTED FROM: -
PROJECT / DWG.NO: -
DATE: -
This drawing is the sole property of GeoWest Engineering Ltd. and cannot be used or duplicated in any way without the expressed written consent of GeoWest.

DRAWING TITLE:
EAST AREA CROSS-SECTION
PROJECT:
HUMP RETAINING WALL STABILIZATION
ADDRESS:
MARINE DRIVE, WHITE ROCK, BC
CLIENT:
CITY OF WHITE ROCK

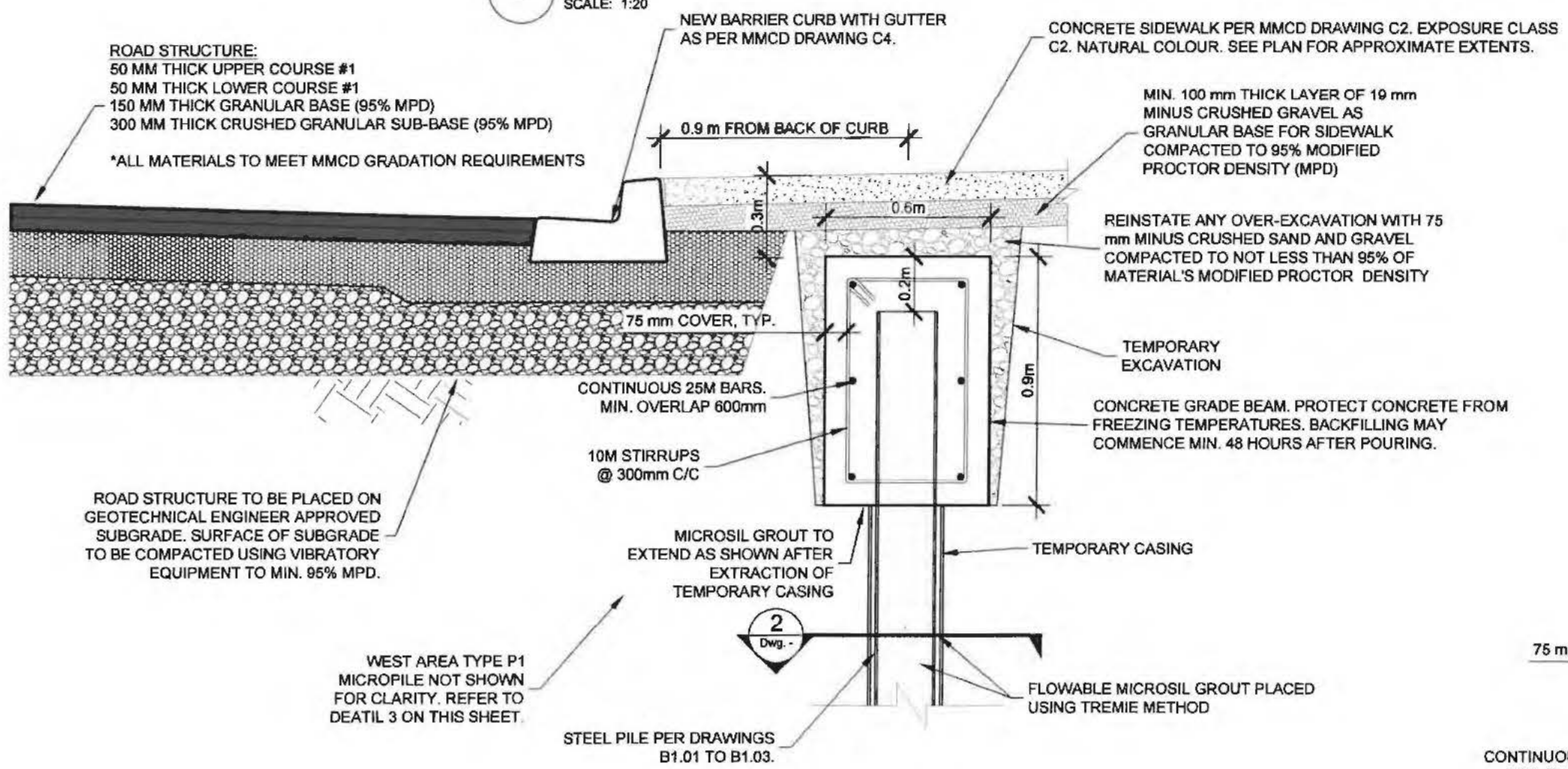
CLIENT:
WHITE ROCK
My City by the Sea

DESIGN BY:
GeoWest
ENGINEERING
200 - 34425 MCCONNELL ROAD
ABBOTSFORD, BC V2S 7P1
TEL: 604-852-9088

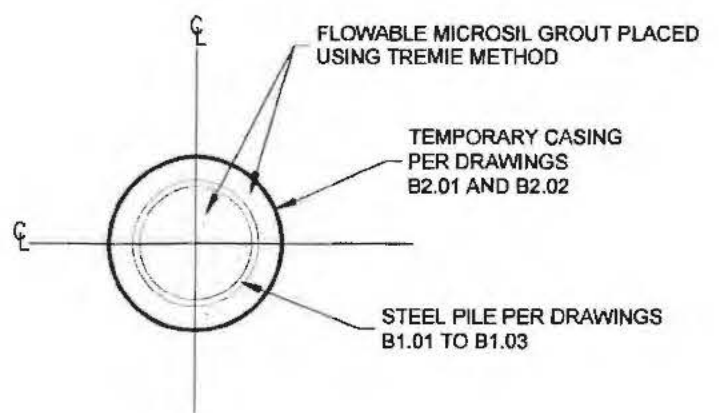
SEAL:
DATE
JAN 2020
SCALE:
AS SHOWN
GEOWEST FILE:
GA17-1167-01
DRAWING NO:

DWN:
BO
DSN:
CB
CHK:
DJ
REV:
B2.02 0

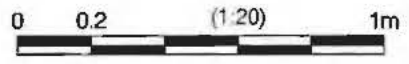
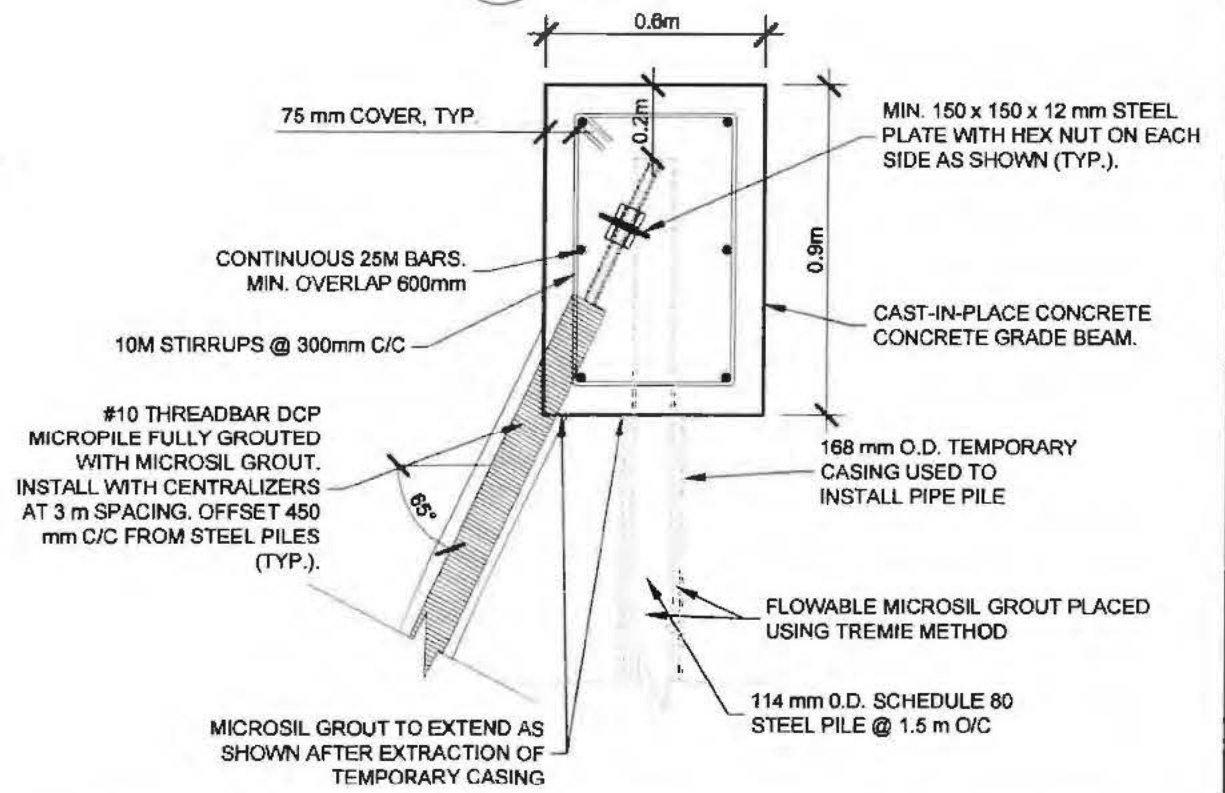
1 TYPICAL GRADE BEAM DETAIL
SCALE: 1:20



2 STEEL PILE SECTION
DWG. - SCALE: NTS

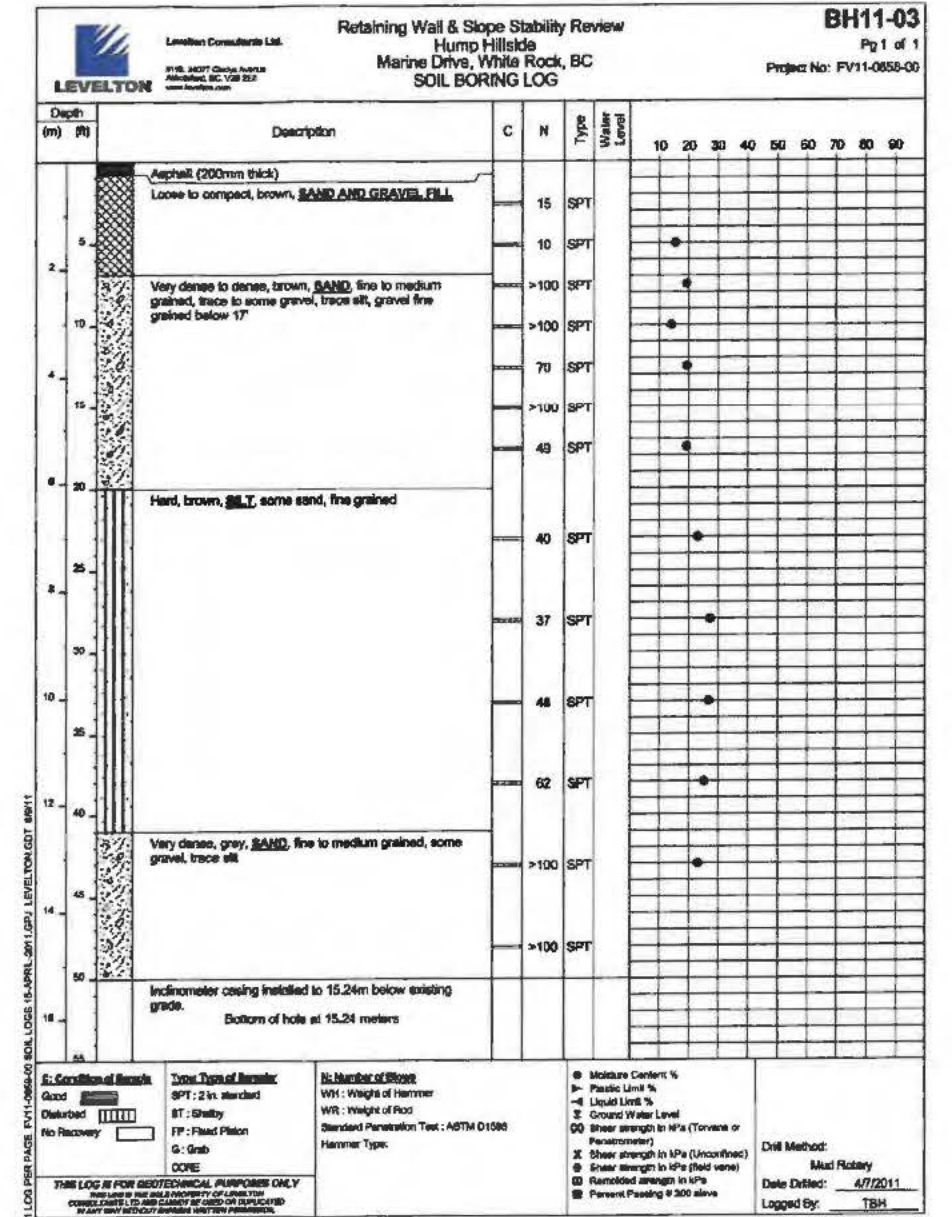
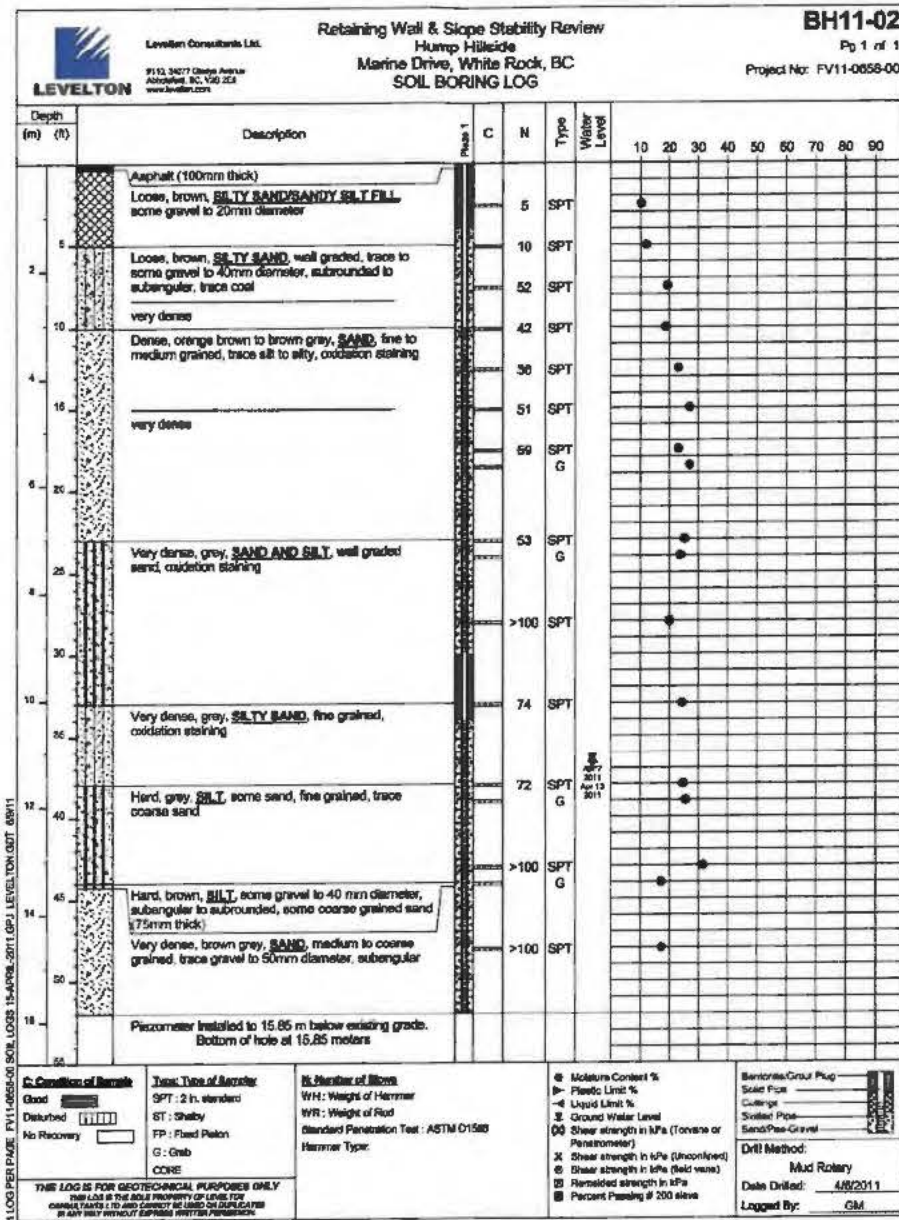
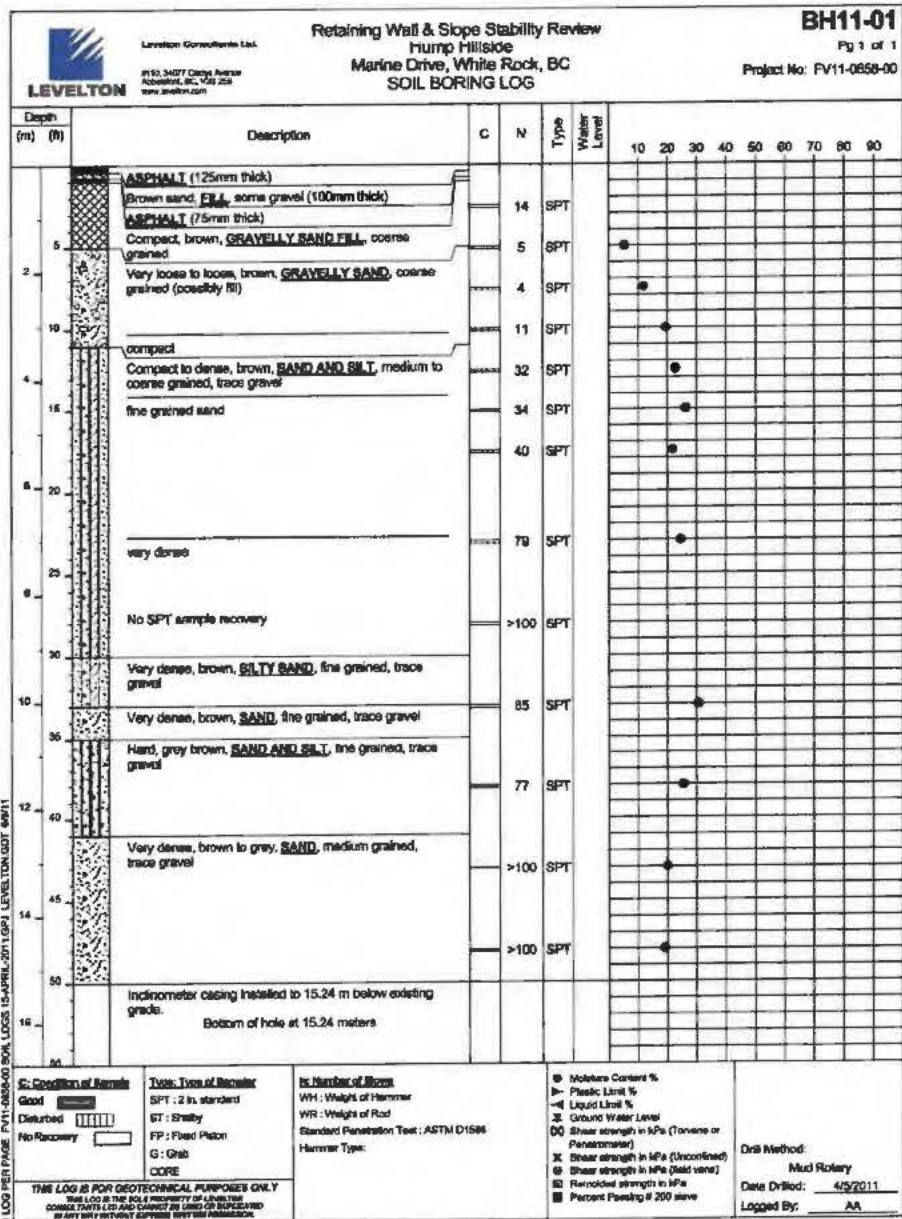


3 WEST AREA GRADE BEAM DETAIL
SCALE: 1:20



NOTE:
UNDERGROUND UTILITIES MAY BE PRESENT THAT ARE NOT SHOWN ON THESE DRAWINGS. CONTRACTOR TO CONFIRM LOCATION OF ALL UNDERGROUND SERVICES PRIOR TO ANY EXCAVATION OR INSTALLATION OF PILES.

REVISIONS		ADAPTED FROM:	DRAWING TITLE:	CLIENT:	DESIGN BY:	SEAL:	DATE:	DWN:
		PROJECT / DWG. NO:	TYPICAL GRADE BEAM DETAIL	WHITE ROCK <i>My City by the Sea</i>	GeoWest ENGINEERING		JAN 2020	BO
		DATE:	PROJECT: HUMP RETAINING WALL STABILIZATION				SCALE: AS SHOWN	DSN: CB
			ADDRESS: MARINE DRIVE, WHITE ROCK, BC				GEOWEST FILE: GA17-1167-01	CHK: DJ
			CLIENT: CITY OF WHITE ROCK				DRAWING NO: B3.01	REV: 0
REV	Revision Date	Revision Description	DWN	CHK	This drawing is the sole property of GeoWest Engineering Ltd. and cannot be used or duplicated in any way without the expressed written consent of GeoWest.			
2	19 May 2020	Issued for Construction	CS	DJ	200 - 34425 MCCONNELL ROAD ABBOTSFORD, BC V2S 7P1 TEL: 604-852-9088			
1	31 January 2020	Issued for Tender	CS	DJ				
1	24 January 2020	Issued for Client Review	BO	DJ				

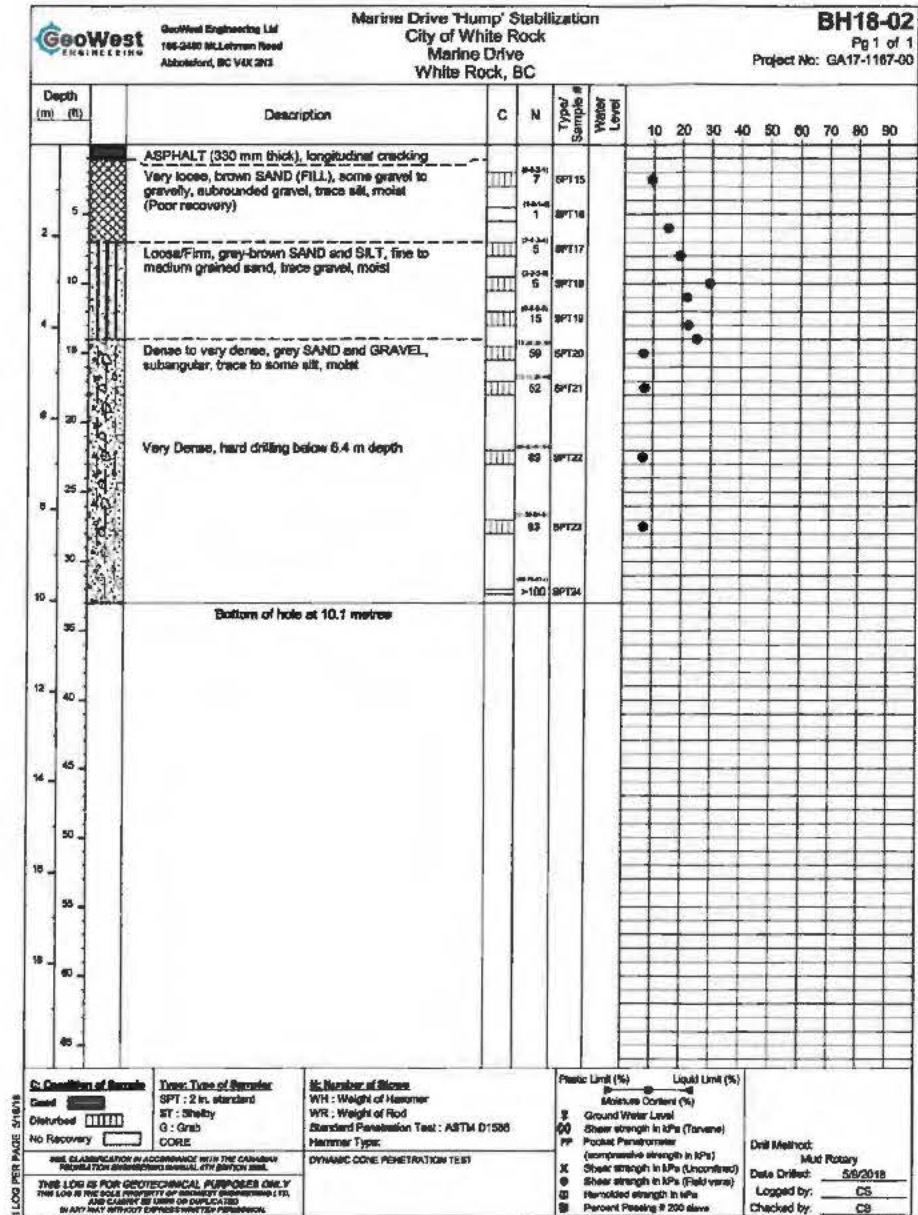
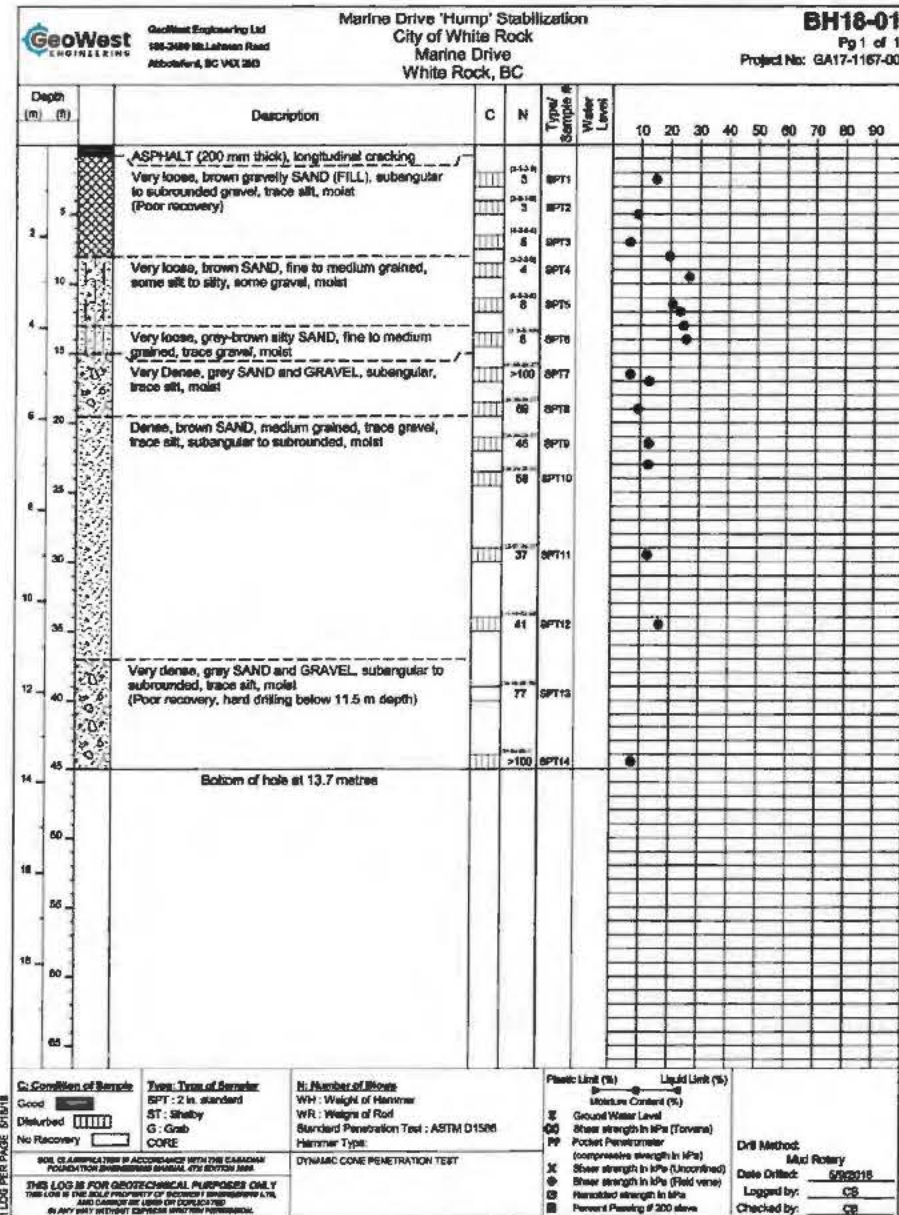


REV	Revision Date	Revision Description	DWN	CHK
1	19 May 2020	Issued for Construction	CS	DJ
2	31 January 2020	Issued for Tender	CS	DJ
3	24 January 2020	Issued for Client Review	BC	DJ

ADAPTED FROM:		DRAWING TITLE: SOIL LOGS (1/2)	CLIENT: WHITE ROCK My City by the Sea	DESIGN BY: GeoWest ENGINEERING	SEAL:	DATE JAN 2020	DWN: BO
PROJECT / DWG. NO:		PROJECT: HUMP RETAINING WALL STABILIZATION				SCALE: AS SHOWN	DSN: CB
DATE:		ADDRESS: MARINE DRIVE, WHITE ROCK, BC				GEOWEST FILE: GA17-1167-01	CHK: DJ
		CLIENT: CITY OF WHITE ROCK				DRAWING NO: B3.02	REV: 0

This drawing is the sole property of GeoWest Engineering Ltd. and cannot be used or duplicated in any way without the expressed written consent of GeoWest.

200 - 34425 MCCONNELL ROAD
ABBOTSFORD, BC V2S 7P1
TEL: 604-852-9088



REVISIONS <table border="1"> <thead> <tr> <th>REV</th> <th>Revision Date</th> <th>Revision Description</th> <th>DWN</th> <th>CHK</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>19 May 2020</td> <td>Issued for Construction</td> <td>CS</td> <td>DJ</td> </tr> <tr> <td>2</td> <td>31 January 2020</td> <td>Issued for Tender</td> <td>CS</td> <td>DJ</td> </tr> <tr> <td>3</td> <td>24 January 2020</td> <td>Issued for Client Review</td> <td>BO</td> <td>DJ</td> </tr> </tbody> </table>				REV	Revision Date	Revision Description	DWN	CHK	1	19 May 2020	Issued for Construction	CS	DJ	2	31 January 2020	Issued for Tender	CS	DJ	3	24 January 2020	Issued for Client Review	BO	DJ	ADAPTED FROM: - PROJECT / DWG. NO.: - DATE: -		DRAWING TITLE: <h2 style="text-align: center;">SOIL LOGS (2/2)</h2>		CLIENT: <h2 style="text-align: center;">WHITE ROCK</h2> <p style="text-align: center;"><i>My City by the Sea</i></p>		DESIGN BY: <h2 style="text-align: center;">GeoWest</h2> <p style="text-align: center;">ENGINEERING</p>		SEAL: <div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto;"></div>		DATE: JAN 2020 SCALE: AS SHOWN GEOWEST FILE: GA17-1167-01 DRAWING NO.: B3.03		DWN: BO DSN: CB CHK: DJ REV: 0	
REV	Revision Date	Revision Description	DWN	CHK																																	
1	19 May 2020	Issued for Construction	CS	DJ																																	
2	31 January 2020	Issued for Tender	CS	DJ																																	
3	24 January 2020	Issued for Client Review	BO	DJ																																	
PROJECT: HUMP RETAINING WALL STABILIZATION ADDRESS: MARINE DRIVE, WHITE ROCK, BC CLIENT: CITY OF WHITE ROCK					200 - 34425 MCCONNELL ROAD ABBOTSFORD, BC V2S 7P1 TEL: 604-852-9088																																