CCDC 2

# CCDC 2

# Stipulated Price Contract

# 2020

Various Roof Replacement

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# CCDC 2 STIPULATED PRICE CONTRACT

## 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
Other Contractor
Payment Legislation
Place of the Work
Product
Project
Ready-for-Takeover
Shop Drawings
Specifications
Subcontractor
Substantial Performance of the Work
Supplemental Instruction
Supplier
Temporary Work
Value Added Taxes
Work
Working Day

**GENERAL CONDITIONS**

**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 the Owner or Other Contractors
GC 3.3 Temporary Work
GC 3.4 Construction Schedule
GC 3.5 Supervision
GC 3.6 Subcontractors and Suppliers
GC 3.7 Labour and Products
GC 3.8 Shop Drawings

**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 Payment
GC 5.3 Payment
GC 5.4 Substantial Performance of the Work and Payment of Holdback
GC 5.5 Final Payment
GC 5.6 Deferred Work
GC 5.7 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

**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 Adjudication
GC 8.3 Negotiation, Mediation and Arbitration
GC 8.4 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**
GC 11.1 Insurance

**PART 12 OWNER TAKEOVER**
GC 12.1 Ready-for-Takeover
GC 12.2 Early Occupancy by the Owner
GC 12.3 Warranty

**PART 13 INDEMNIFICATION AND WAIVER**
GC 13.1 Indemnification
GC 13.2 Waiver of Claims


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**AGREEMENT BETWEEN OWNER AND CONTRACTOR**
**For use when a stipulated price is the basis of payment.**

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

City of Regina

hereinafter called the "*Owner"*

**and**

hereinafter called the "*Contractor*"

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

**ARTICLE A-1 THE WORK**

The *Contractor* shall:

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

located at *(insert below the Place of the Work)*

Windsor Park Sub Depot - 3800 E Cumberland Road, Regina, SK S4V 3C5
District #3 Park Sub Depot - 4445 13th Avenue, Regina, SK S4T 4P5

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

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

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

1.3 commence the *Work* by the day of in the year 2026 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover*, by the day of in the year 2026 .

**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

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

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


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**ARTICLE A-3 CONTRACT DOCUMENTS**

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

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

All documents, sections and drawings listed in Sections 00 01 10 - Table of Contents and 00 01 15 - List of Drawings

* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the Contractor may rely upon; technical Specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; Drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; time schedule)*



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**ARTICLE A-4 CONTRACT PRICE**

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

/100 dollars $

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

/100 dollars $

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

/100 dollars $

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

4.5 All amounts are in Canadian funds.

**ARTICLE A-5 PAYMENT**

5.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:

.1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* unless otherwise prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments,

.2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and

.3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 Interest

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

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

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

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

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

See Supplementary Provisions

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

.2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.2.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

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

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

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

6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* nextfollowing such day.

6.4 A *Notice in Writing* sent by any form of electronic communication will be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.

6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.


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**Owner** City of Regina

*name of Owner**

2476 Victoria Avenue, Regina, SK, S4P 3C8

*address*

*email address*

**Contractor**

*name of Contractor**

*address*

*email address*

**Consultant** KGS Group

*name of Consultant**

4561 Parliament Ave Suite 102, Regina, SK S4W 0G3

*address*

*email address*

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

**ARTICLE A-7 LANGUAGE OF THE CONTRACT**

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

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

**ARTICLE A-8 SUCCESSION**

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


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**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 Regina

*name of Owner*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

**WITNESS**

**CONTRACTOR**

*name of Contractor*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

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

*(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or*

*(b) the affixing of a corporate seal, this Agreement should be properly sealed.*



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**DEFINITIONS**

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

**Change Directive**

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

**Change Order**

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

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

**Construction Equipment**

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

**Consultant**

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

**Contract**

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

**Contract Documents**

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

**Contract Price**

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

**Contract Time**

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

**Contractor**

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

**Drawings**

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

**Notice in Writing**

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

**Owner**

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

**Other Contractor**

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

**Payment Legislation**

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

**Place of the Work**

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

**Product**

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


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**Project**

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

**Ready-for-Takeover**

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

**Shop Drawings**

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

**Specifications**

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

**Subcontractor**

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

**Substantial Performance of the Work**

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

**Supplemental Instruction**

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

**Supplier**

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

**Temporary Work**

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

**Value Added Taxes**

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

**Work**

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

**Working Day**

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


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**GENERAL CONDITIONS**

**PART 1 GENERAL PROVISIONS**

**GC 1.1 CONTRACT DOCUMENTS**

1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.

1.1.2 The *Contract Documents* are complementary, and what is required by one shall be as binding as if required by all. Performance by the *Contractor* shall be required only to the extent consistent with the *Contract Documents*.

*1.1.3* The *Contractor* shall review the *Contract Documents* for the purpose of facilitating co-ordination and execution of the *Work* by the *Contractor*.

1.1.4 The *Contractor* is not responsible for errors, omissions or inconsistencies in the *Contract Documents.* If there are perceived errors, omissions or inconsistencies discovered by or made known to the *Contractor*, the *Contractor* shall promptly report to the *Consultant* and shall not proceed with the work affected until the *Contractor* has received corrected or additional information from the *Consultant*.

1.1.5 If there is a conflict within the *Contract Documents*:

.1 the order of priority of documents, from highest to lowest, shall be

- the Agreement between *Owner* and *Contractor*,
- the Definitions,
- Supplementary Conditions,
- the General Conditions,
- Division 01 of the *Specifications*,
- technical *Specifications*,
- material and finishing schedules,
- the *Drawings*.

.2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.

.3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.

.4 amended or later dated documents shall govern over earlier documents of the same type.

.5 noted materials and annotations shall govern over graphic indications.

1.1.6 Nothing contained in the *Contract Documents* shall create any contractual relationship between:

.1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.

.2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.

1.1.7 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.

1.1.8 References in the *Contract Documents* to the singular shall be considered to include the plural as the contextrequires.

1.1.9 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.

1.1.10 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant*'s property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.

1.1.11 Physical models furnished by the *Contractor* at the *Owner*'s expense are the property of the *Owner*.

**GC 1.2 LAW OF THE CONTRACT**

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

**GC 1.3 RIGHTS AND REMEDIES**

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


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

**GC 1.4 ASSIGNMENT**

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

**PART 2 ADMINISTRATION OF THE CONTRACT**

**GC 2.1 AUTHORITY OF THE CONSULTANT**

2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.

2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Consultant* and the *Contractor*.

**GC 2.2 ROLE OF THE CONSULTANT**

2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.

2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.

2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant*'s responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.

2.2.4 Based on the *Consultant*'s observations and evaluation of the *Contractor*'s applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement – PAYMENT, GC 5.3 – PAYMENT and GC 5.5 – FINAL PAYMENT.

2.2.5 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor*'s failure to perform the *Work* in accordance with the *Contract Documents*.

2.2.6 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *ContractDocuments*.

2.2.7 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.

2.2.8 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.

2.2.9 The *Consultant*'s interpretations and findings will be given in writing to the parties within a reasonable time.

2.2.10 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

2.2.11 The *Consultant* will have authority to reject work which in the *Consultant*'s opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers,* or their agents, employees, or other persons performing any of the *Work*.

*2.2.12* During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor.*

2.2.13 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other submittals by the *Contractor*, in accordance with the *Contract Documents*.


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2.2.14 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

2.2.15 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* and verify that *Ready-for-Takeover* has been attained.

2.2.16 All certificates issued by the *Consultant* will be to the best of the *Consultant*'s knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.

2.2.17 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner*'s acceptance.

2..2.18 If the *Consultant*'s engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and whose duties and responsibilities under the *Contract Documents* will be that of the former *Consultant*.

**GC 2.3 REVIEW AND INSPECTION OF THE WORK**

2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.

2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, by the *Consultant*'s instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.

2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.

2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor*'s expense.

2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.

2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is required by the laws or ordinances applicable to the *Place of the Work*.

2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by others if such test or inspection is designated in the *Contract Documents*.

**GC 2.4 DEFECTIVE WORK**

2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work was incorporated in the *Work* or the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.

2.4.2 The *Contractor* shall make good promptly *Other Contractors'* work destroyed or damaged by such corrections at the *Contractor*'s expense.

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

**PART 3 EXECUTION OF THE WORK**

**GC 3.1 CONTROL OF THE WORK**

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


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

**GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS**

3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to *Other Contractors* and to perform work with own forces.

3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Owner* shall:

.1 provide for the co-ordination of the activities and work of *Other Contractors* and the *Owner*'s own forces with the *Work* of the *Contract*;

.2 enter into separate contracts with *Other Contractors* under conditions of contract which are compatible with the conditions of the *Contract*;

.3 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and

.4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of *Other Contractors* or the *Owner*'s own forces.

3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Contractor* shall:

.1 afford the *Owner* and *Other Contractors* reasonable opportunity to store their products and execute their work;

.2 co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner*'s own forces that are identified in the *Contract Documents*;

.3 participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and

.4 report promptly to the *Consultant* in writing any apparent deficiencies in the work of *Other Contractors* or of the *Owner*'s own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.

3.2.4 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of *Other Contractors* or *Owner*'s own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

3.2.5 Disputes and other matters in question between the *Contractor* and *Other Contractors* shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the *Other Contractors* have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any *Other Contractor* whose contract with the *Owner* contains a similar agreement to arbitrate. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question intiated by the *Contractor* against *Other Contractors* will be considered disputes and other matters in question between the *Contractor* and the *Owner*.

3.2.6 Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

**GC 3.3 TEMPORARY WORK**

3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work* unless otherwise specified in the *Contract Documents*.

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

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


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**GC 3.4 CONSTRUCTION SCHEDULE**

3.4.1 The *Contractor* shall:

.1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;

.2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and

.3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES IN THE WORK.

**GC 3.5 SUPERVISION**

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

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

**GC 3.6 SUBCONTRACTORS AND SUPPLIERS**

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

.1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;

.2 incorporate the applicable terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and

.3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

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

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

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

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

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

**GC 3.7 LABOUR AND PRODUCTS**

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

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

3.7.3 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

**GC 3.8 SHOP DRAWINGS**

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

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


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3.8.3 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:

.1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and

.2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.

3.8.4 The *Consultant*'s review is for conformity to the design concept and for general arrangement only.

3.8.5 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents.* The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.

3.8.6 The *Consultant*'s review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.

3.8.7 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

## PART 4 ALLOWANCES

### GC 4.1 CASH ALLOWANCES

4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of the *Work* or costs included in such cash allowances shall be as described in the *Contract Documents*.

4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor*'s overhead and profit in connection with such cash allowances.

4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.

4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.

4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.

4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.

4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

### GC 4.2 CONTINGENCY ALLOWANCE

4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.

4.2.2 The contingency allowance includes the *Contractor*'s overhead and profit in connection with such contingencyallowance.

4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

## PART 5 PAYMENT

### GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*.

5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner*'s financial arrangements to fulfil the *Owner*'s obligations under the *Contract* during the performance of the *Contract*.


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**GC 5.2 APPLICATIONS FOR PAYMENT**

5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT shall be submitted monthly to the *Owner* and the *Consultant* simultaneously as the *Work* progresses.

5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.

*5.2.3* The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.

5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.

5.2.5 The schedule of values shall be made out in such form as specified in the *Contract* and supported by such evidence as the *Consultant* may reasonably require.

5.2.6 Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of *Payment Legislation*.

5.2.7 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.

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

**GC 5.3 PAYMENT**

5.3.1 After receipt by the *Consultant* and the *Owner* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT:

.1 The *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* certifies a different amount, or rejects the application or part thereof, the *Owner* shall promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.

.2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*.

**GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK**

*5.4.1* The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor*s application:

.1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or

.2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.

5.4.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.

5.4.3 Subject to the requirements of any *Payment Legislation*, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.

5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC 5.3 – PAYMENT.

5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.


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

**GC 5.5 FINAL PAYMENT**

5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for finalpayment.

5.5.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and when the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner,* with a copy to the *Contractor*.

5.5.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.

5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement – PAYMENT and in any event, in compliance with *Payment Legislation*.

**GC 5.6 DEFERRED WORK**

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

**GC 5.7 NON-CONFORMING WORK**

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

**PART 6 CHANGES IN THE WORK**

**GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
- .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

**GC 6.2 CHANGE ORDER**

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

6.2.2 When the *Owner* and the *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the applications for progress payment.

**GC 6.3 CHANGE DIRECTIVE**

6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.

6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.

6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.


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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 theparties.

6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the *Change Directive*:

**Labour**

.1 rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:

(1) trade labour in the direct employ of the *Contractor*;

(2) the *Contractor*'s personnel when stationed at the field office;

(3) the *Contractor*'s personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and

(4) the *Contractor*'s office personnel engaged in a technical capacity, or other personnel identified in Article A-3 of the Agreement – CONTRACT DOCUMENTS for the time spent in the performance of the *Work*;

**Products, Construction Equipment and Temporary Work**

.2 cost of all *Products* including cost of transportation thereof;

.3 in the absence of agreed rates, cost less salvage value of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under $1,000 owned by the *Contractor*;

.4 rental cost of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under $1,000;

.5 cost of all equipment and services required for the *Contractor*'s field office;

**Subcontract**

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

**Others**

.7 travel and subsistence expenses of the *Contractor*'s personnel described in paragraph 6.3.7.1;

.8 deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;

.9 cost of quality assurance such as independent inspection and testing services;

.10 charges levied by authorities having jurisdiction at the *Place of the Work*;

.11 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor*'s obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;

.12 premium for all contract securities and insurance for which the *Contractor* is required, by the *Contract Documents*, to provide, maintain and pay in relation to the performance of the *Work*;

.13 losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;

.14 taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;

.15 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;

.16 cost for removal and disposal of waste products and debris;

.17 legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they arenot:

(1) relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,

(2) the result of the negligent acts or omissions of the *Contractor*, or

(3) the result of a breach of this *Contract* by the *Contractor*;

.18 cost of auditing when requested by the *Owner*; and

.19 cost of *Project* specific information technology in accordance with the method determined by theparties.


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6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s performance of the *Work* attributable to the *Change Directive* shall be borne by the *Contractor*.

6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof.

6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor*'s pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.

6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.

6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for a finding.

6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

**GC 6.4 CONCEALED OR UNKNOWN CONDITIONS**

6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:

.1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* and differ materially from those indicated in the *Contract Documents*; or

.2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,

then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.

6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor*'s cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will promptly inform the *Owner* and the *Contractor* inwriting.

6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

**GC 6.5 DELAYS**

6.5.1 If the *Contractor* is delayed in the performance of the *Work* by the *Owner*, the *Consultant*, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, resulting in the failure of the *Contractor* to attain *Ready-for-Takeover* by the date stipulated in Article A-1 of the Agreement – THE WORK, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:

.1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),

.2 fire, unusual delay by common carriers or unavoidable casualties,

.3 abnormally adverse weather conditions, or


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

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

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

**GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

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

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
.1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
.2 keep such records as may be necessary to support theclaim.

6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based and the *Consultant* will make a finding upon suchclaim.

6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

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

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

**PART 7 DEFAULT NOTICE**

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

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

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

7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner*'s instructions if the *Contractor*:
.1 commences the correction of the default within the specified time,
.2 provides the *Owner* with an acceptable schedule for such correction, and
.3 corrects the default in accordance with the *Contract* terms and with such schedule.


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7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may by giving *Notice in Writing*:

.*1* correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* for the *Work* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or

.2 terminate the *Contractor*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.

*7.1.5* If the *Owner* terminates the *Contractor*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:

.1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense,

.2 withhold further payment to the *Contractor* until a final certificate for payment is issued,

.3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant*'s additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 – WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and

.4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor*'s work under GC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.

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

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

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

7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner Notice in Writing* to that effect.

7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*'s contractual obligations if:

.1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*,

.2 the *Consultant* fails to issue a certificate as provided in Part 5 of the General Conditions – PAYMENT,

.3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by adjudication, arbitration or court, or

.4 the *Owner* fails to comply with the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, gives a written statement to the *Owner* and the *Contractor* that provides detail of such failure to comply with the requirements of the *Contract* to a substantial degree.

7.2.4 The *Contractor*'s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.

7.2.5 If the *Contractor* terminates the *Contract* by giving a *Notice in Writing* to the *Owner* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

**PART 8 DISPUTE RESOLUTION**

**GC 8.1 AUTHORITY OF THE CONSULTANT**

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


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

8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.3.3 to 8.3.8 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.4 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

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

**GC 8.2 ADJUDICATION**

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

**GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION**

8.3.1 In accordance with the rules for mediation as provided in CCDC 40 'Rules for Mediation and Arbitration of Construction Industry Disputes' in effect at the time of bid closing, the parties shall appoint a Project Mediator
.1 within 20 *Working Days* after the *Contract* was awarded, or
.2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.

8.3.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 – ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.

8.3.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

8.3.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.3.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the rules for mediation as provided in CCDC 40 in effect at the time of bid closing.

8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.

8.3.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.

8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

8.3.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:
.1 held in abeyance until:
(1) *Ready-for-Takeover*,
(2) the *Contract* has been terminated, or
(3) the *Contractor* has abandoned the *Work*,
whichever is earlier; and


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

**GC 8.4 RETENTION OF RIGHTS**

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

8.4.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.3.6 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

**PART 9 PROTECTION OF PERSONS AND PROPERTY**

**GC 9.1 PROTECTION OF WORK AND PROPERTY**

9.1.1 The *Contractor* shall protect the *Work*, the *Owner*'s property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor*'s operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
.1 errors or omissions in the *Contract Documents*; or
.2 acts or omissions by the *Owner*, the *Consultant*, *Other Contractors*, or their agents and employees.

9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.

9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor*'s expense.

9.1.4 Should damage occur to the *Work* or the *Owner*'s property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner*'s property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

**GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES**

9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.

9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
.1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
.2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.

9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless any toxic or hazardous substance which was present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

*9.2.5* If the *Contractor*
.1 encounters toxic or hazardous substances at the *Place of the Work*, or
.2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*,
which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
.3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
.4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.


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9.2.6 If the *Owner* and the *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

9.2.7 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:

.1 take all steps as required under paragraph 9.2.4;

.2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;

.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and

.4 indemnify the *Contractor* as required by GC 13.1 –INDEMNIFICATION.

9.2.8 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:

.1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;

.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK ANDPROPERTY;

.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and

.4 indemnify the *Owner* as required by GC 13.1 –INDEMNIFICATION.

9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

**GC 9.3 ARTIFACTS AND FOSSILS**

9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.

9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.

9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

**GC 9.4 CONSTRUCTION SAFETY**

9.4.1 The *Contractor* shall be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation.

9.4.2 The *Owner* and the *Contractor* shall comply with all health and safety precautions and programs established at the *Place of the Work*.

9.4.3 The *Owner* and the *Contractor* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.

9.4.4 The *Owner* shall cause the *Consultant*, *Other Contractors* and the *Owner*'s own forces to comply with all health and safety precautions and programs established by the *Contractor* at the *Place of the Work*.

9.4.5 Nothing in this *Contract* shall affect the determination of liability under the applicable health and safetylegislation.

**GC 9.5 MOULD**

9.5.1 If the *Contractor* or the *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,

.1 the observing party shall promptly report the circumstances to the other party inwriting,

.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


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.3 if the *Owner* and the *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

9.5.2 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
.1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK ANDPROPERTY,
.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
.4 indemnify the *Owner* as required by GC 13.1 –INDEMNIFICATION.

9.5.3 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
.1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
.2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
.4 indemnify the *Contractor* as required by GC 13.1 –INDEMNIFICATION.

9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

## PART 10 GOVERNING REGULATIONS

### GC 10.1 TAXES AND DUTIES

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

10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

### GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

10.2.1 The laws of the *Place of the Work* shall govern the *Work*.

10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.

10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.

10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.


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10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

**GC 10.3 PATENT FEES**

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

10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the physical model, plan or design of which was supplied to the *Contractor* as part of the *Contract*.

**GC 10.4 WORKERS' COMPENSATION**

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

**PART 11 INSURANCE**

**GC 11.1 INSURANCE**

11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 'CCDC Insurance Requirements' in effect at the time of bid closing except as hereinafter provided:

.1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover*, as set out in the certificate of *Ready-for-Takeover*, on an ongoing basis for a period of 6 years following*Ready-for-Takeover*.

.2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

.3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.

.4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:

(1) 10 calendar days after the date of *Ready-for-Takeover*;

(2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and

(3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.

.5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Ready-for-Takeover*.

.6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:

(1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except


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

(2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner*'s interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor*'s interest in the restoration of the *Work*; and

(3) to the *Work* arising from the work of the *Owner*, the *Owner*'s own forces or *Other Contractors*, the *Owner* shall, in accordance with the *Owner*'s obligations under the provisions relating to construction by the *Owner* or *Other Contractors*, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

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

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

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

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

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

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

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

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

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

## PART 12 OWNER TAKEOVER

### GC 12.1 READY-FOR-TAKEOVER

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

.1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.

.2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.

.3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.

.4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.

.5 Make available a copy of the as-built drawings completed to date on site.

.6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.

.7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.

.8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.

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

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

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


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

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

**GC 12.2 EARLY OCCUPANCY BY THE OWNER**

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

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

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

.1 The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.

.2 The *Contractor* shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the *Owner*.

.3 The warranty period specified in paragraph 12.3.1 of GC 12.3 – WARRANTY for that part of the *Work* shall start from the date on which it is occupied.

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

**GC 12.3 WARRANTY**

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

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

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

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

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

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

**PART 13 INDEMNIFICATION AND WAIVER**

**GC 13.1 INDEMNIFICATION**

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

.1 caused by:

(1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose negligent acts or omissions that party is liable, or

(2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by *Notice in Writing* within a period of 6 years from the *Ready-for-Takeover* date or within such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.

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

13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 shall be limited as follows:


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13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 shall be limited as follows:

.1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the minimum liability insurance limit for one occurrence, of the applicable insurance policy, as referred to in CCDC 41 in effect at the time of bid closing.

.2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or $2,000,000, but in no event shall the sum be greater than $20,000,000.

.3 In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.

.4 In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.

13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.

13.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

13.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

.1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES,and

.2 arising out of the *Contractor*'s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

13.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

.1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based become known; and

.2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

**GC 13.2 WAIVER OF CLAIMS**

13.2.1 Subject to any lien legislation applicable to the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:

.1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 20 calendar days following the *Ready-for-Takeover* date, whichever is later;

.2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;

.3 claims respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC 13.1 – INDEMNIFICATION; and

.4 claims resulting from acts or omissions which occur after the *Ready-for-Takeover*date.

13.2.2 The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover* date except for:

.1 indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1.2 and 13.2.1.3;and

.2 claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the *Ready-for-Takeover* date.

13.2.3 Subject to any lien legislation applicable to the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:

.1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the *Ready-for-Takeover* date;


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.2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
.3 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC 13.1 – INDEMNIFICATION;
.4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
.5 claims arising pursuant to GC 12.3 –WARRANTY; and
.6 claims arising from acts or omissions which occur after the *Ready-for-Takeover*date.

13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3.4, and notwithstanding paragraph 13.2.3.5, the *Owner* waives and releases the *Contractor* from all claims except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the *Ready-for-Takeover* date, provided that any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.

13.2.5 The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
.1 indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph13.2.3.2;
.2 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3.3;
.3 claims arising under GC 12.3 – WARRANTY;and
.4 claims for which *Notice is Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the *Ready-for-Takeover* date.

13.2.6 "*Notice in Writing* of claim" as provided for in GC 13.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 13.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
.1 a clear and unequivocal statement of an intention toclaim;
.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 theclaim.

13.2.7 A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Contract*.

13.2.8 The party giving the *Notice in Writing* of claim as provided for in GC 13.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amountclaimed.

13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which such claim is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

13.2.10 Nothing in GC 13.2 – WAIVER OF CLAIMS shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.


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**SUPPLEMENTARY PROVISIONS for CCDC 2 Stipulated Price Contract - 2020 ("CCDCs")**
**("SUPPLEMENTARY PROVISIONS")**

These Supplementary Provisions shall form an integral part of the *Contract Documents* and, in the event of any conflict or inconsistency with any other *Contract* terms, shall take precedence over any other *Contract* terms. For greater certainty, these provisions:

1. are drafted in general terms for use with the CCDCs and are intended to amend and override any contrary provisions in the CCDC documents (notwithstanding the absence of express reference to all of the contradictory provisions that are overridden by these provisions) and, for greater certainty, these general provisions shall override and render void any and all general or specific contrary provisions in the CCDC documents;
2. refer to the *Owner* throughout and are intended to preserve the *Owner's* ability to delegate any of its rights under these provisions to the *Consultant*;
3. unless otherwise defined herein, when using upper case terms, use those defined terms based on the same meaning as defined in the CCDCs; and
4. when using lower case terms that are also defined in the CCDCs, they are intended in their broader plain language meaning rather than their narrower express meaning as defined in the CCDCs.

**AMENDMENTS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**Add** the following to ARTICLE A-1 THE WORK in the Agreement between *Owner* and *Contractor* at paragraph 1.3:

Add the words ", and attain *Total Performance* of the *Work*, within 30 calendar days of attaining *Substantial Performance* of the *Work* which may be set out in the *Contract Documents* or as the *Owner* shall agree in its sole discretion save and except for landscaping work that may be deferred to a later date in the sole discretion of the *Owner*" after the words "in the year _____" in the third line of paragraph 1.3.

**Add** the following to the top of the list of *Contract Documents* referred to in ARTICLE A-3 – CONTRACT DOCUMENTS in the Agreement Between *Owner* and *Contractor*:

- The SUPPLEMENTARY PROVISIONS

**Delete and Replace** paragraphs 5.1, 5.2, from Article A-5 PAYMENT and reads as follows:

5.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with the legislation and statutory regulations respecting holdback percentages subject to the following holdbacks:

.1 builders' lien holdback of ten (10%) percent;

.2 deficiency holdback in paragraph 5.3.5 Deficiency Holdback and Set Off of GC 5.3 Payment equal to the one and a half times value of the deficiencies as determined by the *Owner* or the *Consultant*;

.3 *Total Performance* holdback in Supplementary Provisions Paragraph 5.3.6 Total Performance Holdback of GC 5.3 PAYMENT of ten (10%) percent of the *Contract Price*;

.4 Liquidated Damages accrued to date, as applicable;

.5 Site Rental cost/rebate accrued to date, as applicable;

the *Owner* shall:

.6 make 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

.7 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the builders' lien holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment,

.8 upon the *Contractor's* completion of the deficiencies to the satisfaction of the *Owner* or the *Consultant*, pay to the *Contractor* the unpaid balance of the deficiency holdback when due together with such *Value Added Taxes* as may be applicable to such payment, and

.9 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price,* less any *Total Performance* holdback*,* when due together with such *Value Added Taxes* as may be applicable to such payment, and

.10 upon completion of warranty work during the warranty period or the expiration of the warranty period, whichever comes later, pay to the *Contractor* the unpaid balance of the *Total Performance* holdback when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 As such payments become due, the *Contractor* shall, in accordance with the terms of its agreements with any *Subcontractors*, *Suppliers* and workers, pay all of its *Subcontractors*, *Suppliers* and workers in full on account of work properly performed or *Products* properly supplied, as applicable, less any holdback monies retain in compliance with the *Payment Legislation*.

5.3 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.

5.4 Interest

.1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, arbitration or court, interest at the rate prescribe by the *Payment Legislation* or such unpaid amounts shall also become due and payable until payment, with such interest shall be compounded on a monthly basis.

.2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.4.1 of this Article on the settlement amount of any claim in dispute that is resolved 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.

**Add** the following Article:

**ARTICLE A-9 – WARRANTY**

9.1 The *Contractor* hereby represents and warrants:

.1 that in performing its services and obligations under the *Contract*, the *Contractor* shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor providing similar services for similar projects throughout the *Contract* and that all of the *Contractor's* contractual obligations, duties and responsibilities shall be interpreted in accordance with this standard;

.2 that the *Contract* shall be performed fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations providing the standard of care, skill and diligence that would normally be provided by experienced persons providing similar services for similar *Contracts* and that the same standard of care, skill and diligence will be exercised in respect of any products, personnel and procedures recommended for use;

.3 that the *Contract* shall be performed free from defects in material, workmanship, and any design performed by the *Contractor* shall be suitable for the purposes intended, in compliance with all applicable *Specifications* and free from liens or encumbrance on title;

.4 that the *Contract* shall be performed in accordance with the *Contract* terms, industry standards and requirements of law including all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all authorities having jurisdiction over the *Contract* that now or at any time hereafter may be applicable to the *Contract*;

.5 that 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, even when separate Contracts are awarded for other parts of the *Project* or when work is performed by *Owner's* own forces, and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Contract*, and that it will comply with, and ensure that any subcontractors or suppliers comply with, all applicable occupational health and safety laws and regulations in relation to the performance of the *Contract* and *Provide* the *Owner* with evidence of said compliance upon request by the *Owner*;

.6 that the *Contractor* shall review the *Contract Documents* and if after reviewing or at any time the *Contractor* discovers any errors, inconsistencies, or omissions in the *Contract*, or if it has any doubt as to the meaning or intent of any part thereof, the *Contractor* will immediately notify the *Owner* and request written instructions or explanations and will not rely on oral instructions. Further, the *Contractor* will be responsible for damage that results from any such errors which could have been

reasonably identified while exercising the care, skill and diligence required under this *Contract*;

.7 that the *Products Provided* under the *Contract* shall be new and as specified and that the Contractor shall not provide substitutions for specified Products without the express written consent of the *Owner;*

.8 that the *Contractor's* performance of the *Contract* shall not infringe or induce the infringement of any third-party *Intellectual Property* rights and furthermore that the *Products* provided in the performance of the *Contract* will not be subject to any conditional sales contracts or to any security rights claimed or obtained by any third-party which may subject any of the *Products* to seizure, removal or third-party claims and that any products in existence at the site at the time of execution of the *Contract* or any products delivered to the site throughout the *Contract* period shall remain the property of the *Owner*;

.9 that the *Contractor* shall avoid any conflict of interest in relation to its obligations under the *Contract* (and for greater certainty, conflict of interest includes, but is not limited to, any situation or circumstance where, in relation to the performance of the *Contract*, the *Contractor's* other commitments, relationships or financial interests: (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations); and that there are no pending, threatened or anticipated claims that would have a material effect on the financial ability of the *Contractor* to perform the *Contract* and should there be a change that does have a material effect on the financial ability of the *Contractor* to perform the *Contract*, the *Contractor* will *Provide* the *Owner* with *Notice in Writing* as to this change.

**Add** the following Article:

**ARTICLE A-10 SEVERABILITY**

Severability: If any provision of this *Contract* is found to be invalid or unenforceable in any circumstances, the remainder of this Contract, and the application of such provision in any other circumstances, shall not be affected.

**Add** the following Article:

**ARTICLE A-11 – ADDITIONAL PERFORMANCE PROVISIONS**

11.1 The parties agree that:

.1 **Replacements by Contractor:** The *Contractor* agrees that to the extent that specific subcontractors, suppliers or individuals are named in any of the *Contract* for the performance of certain parts of the *Contract*, the *Contractor* shall not replace or substitute any of the named subcontractors, suppliers or individuals without the prior written approval of the *Owner*, and it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the originally named subcontractor, supplier or individual, and that any replacements

shall perform without requiring payment greater than the amounts initially established under the *Contract*.

.2 **Replacements by Owner:** The *Owner*, acting reasonably, may at any time during the *Contract*, require the replacement of any appointed *Contractor* representative or subcontractor or supplier where the grounds for the request involve conduct which jeopardizes the safety and security of the *Place of Work*, the proper and timely performance of the *Contract*, or the operation of the *Project* in any way. Immediately upon receipt of the request, the *Contractor* shall appoint, with no additional charges, an acceptable replacement.

.3 **Assignment of Contracts:** The *Owner* may assign to the *Contractor*, and the *Contractor* agrees, upon prior review and acting reasonably, to accept for the *Project* any contract procured by the *Owner* that has been pre-tendered or pre-negotiated by the *Owner*.

.4 **Health and Safety:** Prior to the commencement of performance, the *Contractor* shall submit to the *Owner* for approval documentation setting out the *Contractor's* in-house safety programs and a copy of the notice of project filed with the applicable government body naming the *Contractor* as "*Prime Contractor*" under the applicable occupational health and safety legislation. The *Contractor* shall legally dispose forthwith of any debris and surplus material accumulated at the *Place of Work*, and where requested, the *Contractor* shall *Provide* to the *Owner* a true copy of the original approval certificate from a waste management system and a true copy of the original approval certificate from the place of disposal for all debris and surplus material disposed of by the *Contractor* under the *Contract*.

.5 **Duty to Perform Notwithstanding Dispute:** Subject to any matters involving immediate health and safety concerns, the *Contractor* shall continue to perform the *Contract* notwithstanding any disputes that may arise under the *Contract*. The *Contractor* shall avoid, to the greatest extent possible, any disruption to the timely completion of the *Contract*. For greater certainty, this provision shall override and nullify any other right of the *Contractor* to suspend the performance of *Work* in the *Contract*, except for the above- mentioned matters involving immediate health and safety concerns. Any outstanding disputes shall be resolved by the parties in accordance with the post-construction dispute resolution procedures established under the *Contract*.

.6 **Cost of Contractor Delay:** If the *Contractor* is delayed in the performance of the *Contract* by an act or omission of the *Contractor* or anyone employed or engaged by the *Contractor* directly or indirectly, or by any cause within the *Contractor's* control, the *Owner* shall be reimbursed by the *Contractor* for all reasonable costs incurred by the *Owner* as the result of such delay, including, but not limited to, the cost of all additional services required by the *Owner,* as a result of such delay.

.7 **Scheduling:** Prior to commencement of the *Work*, the *Contractor* must submit to the *Owner* for review and acceptance a construction schedule indicating the critical path, including all major milestones, for the *Project* and demonstrating that the *Work* will be performed in conformance with the *Contract Time* and the *Contract Documents*. Once accepted the construction schedule will form the baseline construction schedule, however no changes to this schedule will be deemed to authorize any extension to the *Contract Time*, which may only be changed in conformance with the CCDC requirements.

**Add** the following Article:

**ARTICLE A-12 – CONFIDENTIALITY**

12.2 The *Contractor* shall maintain the confidentiality of all *Owner* confidential information provided to the *Contractor* by the *Owner* in any form, irrespective of whether that information is expressly identified as confidential at the time of disclosure, and any breach of confidentiality shall constitute a substantial failure of performance under the *Contract*. For greater certainty:

.1 **Publicity:** Any publicity or publications related to the *Contract* shall be at the sole discretion of the *Owner* and the *Contractor* shall not make use of its association with the *Owner* without the prior written consent of the *Owner*. Without limiting the generality of this paragraph, the *Contractor* shall not, among other things, at any time directly or indirectly communicate with the media in relation to the *Contract* unless it has first obtained the express written authorization to do so by the *Owner*.

.2 **Confidentiality:** The *Contractor* shall during and following the term of the *Contract*: (a) keep all *Owner* confidential information confidential and secure; (b) limit the disclosure of *Owner* confidential information to only those who have a need to know it for the purpose of performing the *Contract*; (c) not directly or indirectly disclose, destroy, exploit or use any *Owner* confidential information (except for the purpose of performing the *Contract* or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the *Owner* and (ii) in respect of any confidential information about any third- party, the written consent of such third-party; (d) return the *Owner* confidential information to the *Owner* on demand; and (e) return all *Owner* confidential information to the *Owner* before the end of the term, with no copy or portion kept by the *Contractor*.

.3 **No Copying:** The *Contractor* shall not copy any *Owner* confidential information, in whole or in part, unless copying is essential for the performance of the *Contract* and on each copy made by the *Contractor*, the *Contractor* must reproduce all notices which appear on the original.

.4 **Notice:** The *Contractor* shall notify the *Owner* promptly upon the discovery of loss, unauthorized disclosure, unauthorized access, or unauthorized use of *Owner* confidential information.

.5 **Irreparable Harm:** The *Contractor* acknowledges that breach of any of these confidentiality provisions may cause irreparable harm to the *Owner* or to any third-party to whom the *Owner* owes a duty of confidence, and that the injury to the *Owner* or to any third-party may be difficult to calculate and may be inadequately compensable in damages. The *Contractor* agrees that the *Owner* is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of these confidentiality provisions.

.6 **Protective Order:** If the *Contractor* or any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors or suppliers become legally compelled to disclose any *Owner* confidential information, the *Contractor* will *Provide* the *Owner* with prompt *Notice in Writing* to that effect in order to allow the *Owner* to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the *Owner* and its legal

counsel to the fullest extent. If such protective orders or other remedies are not obtained, the *Contractor* will disclose only that portion of *Owner* confidential information which the *Contractor* is legally compelled to disclose, only to such person or persons to which the *Contractor* is legally compelled to disclose, and the *Contractor* shall *Provide* notice to each such recipient (in co-operation with legal counsel for the *Owner*) that such *Owner* confidential information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the *Contract* and, if possible, shall obtain each recipient's written agreement to receive and use such *Owner* confidential information subject to those terms and conditions.

.7 **Access and Privacy Laws:** The *Contractor* and the *Owner* acknowledge and agree that public access laws apply to and govern all records (meaning any recorded information, including any personal information, in any form: (a) provided by the *Owner* to the *Contractor*, or provided by the *Contractor* to the *Owner*, for the purposes of the *Contract*; or (b) created by the *Contractor* in the performance of the *Contract*) and may require the disclosure of such records to third parties. Furthermore, the *Contractor* agrees: (i) to keep records secure; (ii) to *Provide* records to the *Owner* within seven (7) calendar days of being directed to do so by the *Owner* for any reason, including an access request or privacy issue; (iii) not to access any personal information unless the *Owner* determines, in its sole discretion, that access is permitted under applicable laws and is necessary in order to perform the *Contract*; (iv) not to directly or indirectly use, collect, disclose or destroy any personal information for any purposes that are not authorized by the *Owner*; (v) to ensure the security and integrity of personal information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases, and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (vi) to restrict access to personal information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors or suppliers who have a need to know it for the purpose of performing the *Contract*; (vii) to implement other specific security measures that in the reasonable opinion of the *Owner* would improve the adequacy and effectiveness of the *Contractor's* measures to ensure the security and integrity of personal information and records generally; and (viii) that any confidential information supplied to the *Owner* may be disclosed by the *Owner* where it is required or permitted to do so under public access laws, by an order of a court or tribunal, or pursuant to a legal proceeding; and this paragraph shall survive any termination or expiry of the *Contract*.

.8 These confidentiality provisions shall survive any termination or expiry of the *Contract*.

**Add** the following Article:

**ARTICLE A-13 – INTELLECTUAL PROPERTY**

13.1 The parties agree that:

.1 **No Logos:** The *Contractor* shall not use any insignia or logo of the *Owner* except where required to perform the *Contract* and only if it has received the prior written permission of the *Owner* to do so.

.2 **Owner Intellectual Property:** The *Contractor* agrees that all *Intellectual Property* provided by the *Owner* to the *Contractor* shall remain the sole property of the *Owner* at all times.

.3 **Ownership of Intellectual Property:** The *Owner* shall be the sole owner of any *Newly Created Intellectual Property*. The *Contractor* irrevocably assigns to and in favour of the *Owner* and the *Owner* accepts every right, title and interest in and to all *Newly Created Intellectual Property* in the *Work*, immediately following the creation thereof, for all time and irrevocably waives in favour of the *Owner* all rights of integrity and other moral rights to all *Newly Created Intellectual Property* in the *Work*, immediately following the creation thereof, for all time.

.4 **Licence to Contractor Intellectual Property:** The *Owner* is hereby granted a perpetual, world-wide, non-exclusive, irrevocable, transferable and royalty free fully paid up right and license to (a) use, modify, reproduce and distribute in any form any and all work products in any form, including all *Drawings* and other documents, created or used before or during the performance of the *Contract* by the *Contractor* (or any third parties through the *Contractor*) for all purposes relating to the *Contract* and, for greater certainty, such licence shall survive the expiry or termination of the *Contract*, and (b) to authorize other persons, including agents, contractors, subcontractors to do any of the former on behalf of the *Owner*. The *Contractor* shall *Provide* any such work products to the *Owner* immediately on request and no later than *Total Performance* of the *Contract*, with any changes to the *Drawings* reflected and the changes from the *Drawings* which may have occurred during construction including, but not limited to, the exact location of major building components that were shown generally on the *Drawings* made available for review with each application for a progress payment. The *Contractor* shall do all things to ensure the *Owner's* license to use such work products is forever free and clear of claims or limitations of any kind and is fully secured and indisputable, including (without limitation) the obtainment of any waiver, assignment, or transfer. The *Contractor* shall not incorporate into its work products anything that would restrict the right of the *Owner* to modify, further develop or otherwise use those materials in any way that the *Owner* deems necessary, or that would prevent the *Owner* from entering into any contract with any contractor other than the *Contractor* for the modification, further development of or other use of those materials.

.5 These *Intellectual Property* provisions shall survive any termination or expiry of the *Contract*.

**Add** the following Article:

**ARTICLE A-14 – OTHER PROVISIONS**

14.1 The parties agree that:

.1 **Contract Documents:** The *Consultant* on behalf of the *Owner* will *Provide* to the *Contractor* without charge, two (2) copies of the *Contract* documents, exclusive of those required by jurisdictional authorities and the executed *Contract* documents. Additional copies can be purchased by the *Contractor*.

.2 **Toxic Substances**: In addition to any requirements under the *Contract* the *Contractor*, or anyone for whom the *Contractor* is responsible for, will not bring any

toxic or hazardous substances to the *Place of Work* except as required in order to perform the *Work* under the *Contract*. All such toxic and hazardous substances will be the responsibility of the *Contractor* and as such will be handled and disposed of by the *Contractor* in accordance with all laws and regulations applicable at the *Place of Work*. For greater certainty, this includes any toxic or hazardous materials already at the *Place of Work* (which were then harmless, stored, contained or otherwise dealt with in accordance with legal and regulatory requirements by the *Owner*) that were handled or dealt with in any way by the *Contractor* or anyone for whom the *Contractor* is responsible.

.3 **Deficiencies**: The *Contractor* shall neither undertake to repair or replace any damage whatsoever to the *Work* of other contractors, or adjacent property, without first receiving written instructions as to the course of action to be taken by the *Owner*. Where, however there is danger to life or public safety the *Contractor* shall take emergency action as it deems necessary to remove the danger. In addition, where the *Owner* identifies a deficiency that prevents maintaining security, or where basic systems essential to the ongoing business of the *Owner* cannot be maintained operational, the *Contractor* shall *Provide* emergency rectification within eight (8) hours of a request being made by the *Owner* during business hours.

**AMENDMENTS TO DEFINITIONS**

**Add** the following definitions:

**Authority**
*Authority* means the authorized Nominating Authority designated under *Payment Legislation* for the purpose of adjudication.

**Pre-Application for Payment Submission**
*Pre-Application for Payment Submission* means a preliminary information package submitted by the *Contractor* to the *Consultant,* and *Owner* that includes:

.1 the *Contractor's* name and address;

.2 the period during which the services, materials, *Work* or *Products* for which payment will be applied for are supplied, but shall not include the date the *Pre-Application for Payment Submission* was provided to the Consultant or *Owner*;

.3 the amount to be claimed for the services, materials, *Work* or *Products* that were supplied during the payment period, and the payment terms, including but not limited to, a Statutory Declaration certifying that all accounts for all subcontract, construction machinery and equipment, materials, *Products*, labour and other indebtedness which may have been incurred by the *Contractor* as specified in GC 5.2 APPLICATION FOR PAYMENT less the holdbacks for the builder's lien holdback, deficiency holdback, *Total Performance* holdback, Liquidated Damages, and Site Rental;

.4 a description, including quantity where appropriate, of the services, materials, *Work* or *Products* that were supplied during the period less the holdbacks for the builder's lien holdback, deficiency holdback, *Total Performance* holdback, Liquidated Damages, and Site Rental;

.5 backup documentation to support any cash allowances included in the *Proper Invoice* pursuant to GC 4.1 – CASH ALLOWANCES;

.6 evidence reasonably required by the *Consultant* or *Owner* to establish the value and delivery of *Products* for which payment will be claimed in the *Proper Invoice*, and which have been delivered to the *Place of Work*, but have not yet been incorporated into the *Work*;

.7 an updated *construction schedule* that shows revisions to the baseline *construction schedule*;

.8 a schedule of values for the parts of the Work, aggregating the total amount of the Contract Price, so as to facilitate evaluation;

.9 a statement based on the schedule of values, which statement shall include the *Contract* number, and project name;

.10 break down of approved *Change Orders* and *Change Directive* and percentage completed of each;

.11 a break down showing the values of holdbacks for the builders' lien holdback, deficiency holdback and *Total Performance* holdback, as may be applicable;

.12 evidence of compliance with the applicable workers' compensation legislation at the *Place of the Work* as required by GC 10.4 WORKERS COMPENSATION; and

.13 such reports as may be required by the *Owner* or *Consultant* to verify the Work as set out in *Submittals*.

**Intellectual Property**
*Intellectual Property* means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

**Newly Created Intellectual Property**
*Newly Created Intellectual Property* means any *Intellectual Property* created by the Contractor ~~i~~n the course of performance of its obligations under the Contract;

**Proper Invoice**
A *Proper Invoice* means an invoice submitted by the *Contractor* to the *Consultant* and the *Owner* on or after the tenth calendar day following submission by the *Contractor* to the *Consultant* and the *Owner* of a *Pre-Application for Payment Submission*, and includes:

.1 the invoice number;

.2 the *Contractor's* name and address;

.3 the name, title, telephone number and mailing address of the person to whom payment is to be sent;

.4 the date on which the *Proper Invoice* is submitted to the *Consultant* and *Owner*, and the period during which the services, materials, *Work* or *Products* for which payment is being applied for were supplied;

.5 the amount payable for the services, materials, *Work* or *Products* that were supplied during the payment period, and the payment terms, including but not

limited to, a Statutory Declaration certifying that all accounts for all subcontract, construction machinery and equipment, materials, *Products*, labour and other indebtedness which may have been incurred by the *Contractor* as specified in GC 5.2 APPLICATION FOR PAYMENT less the holdbacks for the builder's lien holdback, deficiency holdback, *Total Performance* holdback, Liquidated Damages, and Site Rental;

.6 a description, including quantity where appropriate, of the services, materials, *Work* or *Products* that were supplied during the payment period less the holdbacks for the builder's lien holdback, deficiency holdback, *Total Performance* holdback, Liquidated Damages, and Site Rental;

.7 backup documentation to support any cash allowances included in the *Proper Invoice* pursuant to GC 4.1 – CASH ALLOWANCES;

.8 the *Contractor's* GST number;

.9 evidence reasonably required by the *Consultant* or *Owner* to establish the value and delivery of *Products* for which payment is claimed in the *Proper Invoice*, and which have been delivered to the *Place of Work*, but have not yet been incorporated into the *Work*;

.10 an updated *construction schedule* that shows revisions to the baseline *construction schedule*;

.11 a schedule of values for the parts of the Work, aggregating the total amount of the Contract Price, so as to facilitate evaluation;

.12 a statement based on the schedule of values, which statement shall include the *Contract* number and, project name

.13 purchase order number;

.14 break down of approved *Change Orders* and *Change Directive* and percentage completed of each;

.15 a break down showing the values of holdbacks for the builders' lien holdback, deficiency holdback, *Total Performance* holdback, Liquidated Damages, and Site Rental as may be applicable;

.16 evidence of compliance with the applicable workers' compensation legislation at the *Place of the Work* as required by GC 10.4 WORKERS COMPENSATION;

.17 such reports as may be required by the *Owner* or *Consultant* to verify the *Work* as set out in *Submittals*;

.18 any other requirements that *Payment Legislation* prescribes for a *Proper Invoice*;

.19 a Statutory Declaration on an original CCDC Document 9A-2001, attesting to the truth of the statements made therein, and, if requested by the *Owner*, a Statutory Declaration from any *Subcontractor*, as may be identified by the *Owner*;

.20 amount of any Claims of Lien or Written Notices of Lien, if applicable; and

.21 a copy of the *Pre-Application for Payment Submission* submitted for the relevant payment period.

**Provide**
*Provide* means to supply and install or to supply, install or connect as applicable, complete and in place, including accessories, finishes, tests, services required to render each item so specified complete and ready for use.

**Statutory Holiday**
The *Statutory Holidays* recognized by the City of Regina are New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving, Remembrance Day, Christmas Day, and Boxing Day.

**Submittals**
*Submittals* are documents or items required by the *Contract Documents* to be provided by the *Contractor*,

***Total Performance***
*Total Performance* means when the entire *Work*, except for those items arising from GC 12.3 – WARRANTY, has been performed in accordance with the requirements of the *Contract Documents* and is so determined by the *Consultant,* or the *Owner*.

**Delete and Replace** the following definitions to read as follows:

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

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

**Work**
*Work* means the total construction, *Products*, installation, *Commissioning*, checkout, start-up testing, and related services required by the *Contract Documents*.

**AMENDMENTS TO THE GENERAL CONDITIONS**

**Revise GC 1.1 CONTRACT DOCUMENTS**

**Delete and Replace** Paragraph 1.1.5 to read as follows:

1.1.5 If there is a conflict within the Contract Documents:

.1 The order of priority of documents from highest to lowest shall be:

- the Supplementary Provisions,
- the Agreement between the *Owner* and the *Contractor,*
- the Definitions,
- Division 00 and 01 of the *Specifications,*
- the General Conditions,

- technical *Specifications,*
- material and finish schedules,
- the *Drawings*

.2 Drawings of larger scale govern over those of smaller scale of the same date.

.3 Dimensions shown on Drawings shall govern over scaled from Drawings

.4 Amended or later dated documents shall govern over earlier documents of the same type.

.5 Noted materials and annotations shall govern over graphic indications

**Add** the following General Condition:

**Add GC 1.5 NON-DISCLOSURE AND NO COMMENT**

1.5.1 The *Contractor* shall not disclose details relating to the *Contract*, *Work* or project to any outside person not engaged in activities relating to the *Contract*, *Work* or project and shall restrain its employees from giving unauthorized information with respect thereto.

1.5.2 The *Contractor* shall refer all inquires from whatever source relating to the works to be undertaken within the scope of the *Contract* to the *Consultant* or *Owner*.

**Revise GC 2.2 ROLE OF THE CONSULTANT**

**Add** the following to paragraph 2.2.12:

If, in the opinion of the *Contractor*, performance of the *Supplemental Instruction* will result in an increase in the *Contract Price* or to the *Contract Time*, the *Contractor* shall, within 10 *Working Days* of receipt of the *Supplemental Instruction*, provide the *Consultant* with *Notice in Writing* of the cause and duration of the delay and of any increase in *Contract Price*. Failure to provide the *Notice in Writing* shall be a deemed acceptance of the *Supplemental Instruction* by the *Contractor* without adjustment in the *Contract Price* or *Contract Time*.

**Delete and Replace** Paragraph 2.2.13 to read as follows:

2.2.13 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Submittals* which are provided by the *Contractor*, in accordance with the *Contract Documents.*

**Add** the following to **GC 2.2 ROLE OF THE CONSULTANT**:

2.2.19 The *Consultant* will inform the *Owner* that the *Consultant* has received a *Pre-Application for Payment Submission* from the *Contractor* on the same day that the *Pre-Application for Payment Submission* is received by the *Consultant* as provided in paragraph 5.2.2 of GC 5.2 – APPLICATIONS FOR PAYMENT and shall provide a copy of such *Pre-Application for Payment Submission* to the *Owner* on the same day that it is received by the *Consultant.*

2.2.20 The *Consultant* shall inform the *Owner* that the *Consultant* has received a *Proper Invoice* from the *Contractor* on the same day that the *Proper Invoice* is received by the *Consultant* as provided in paragraph 5.2.5 of GC 5.2 – APPLICATIONS FOR PAYMENT and shall provide a copy of such *Proper Invoice* to the *Owner* on the same day that it is received by the *Consultant*.

2.2.21 The *Consultant* will conduct reviews of the *Work* to determine the date of *Total Performance of the Work* as provided in paragraph 5.5.1.

**Revise GC 2.4 DEFECTIVE WORK**

**Delete and Replace** paragraph 2.4.1 to read as follows:

2.4.1 The *Contractor* shall bear all costs related to the removal, re-fabrication or replacement of rejected *Work* or *Product* including delays or damage to the *Work* of any other contractor. Correction is required whether or not the rejected *Work* or *Product* was previously overlooked by the *Consultant* or did not become apparent until a later time.

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

.2 The *Contractor* shall prioritize and schedule the correction of any defective *Work* which, in the sole discretion of the *Owner*, adversely affects the day to day operation of the *Owner*.

**Delete and Replace** Paragraph 2.4.3 to read as follows:

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 value of such work as is necessary to correct any non-compliance with the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

**Revise GC 2.4 DEFECTIVE WORK**

**Add** the following to **GC 2.4 DEFECTIVE WORK**

2.4.4 The *Contractor* shall reimburse the *Owner* for any additional engineering, inspection, testing or other related costs incurred in respect of rejected *Product* or *Work* whether or not the *Product* or *Work* are rejected or are accepted at a reduced price.

2.4.5 If the *Contractor* fails to remove rejected *Product* or *Work* within a time stipulated by *Notice in Writing*, then the *Owner* may remove and store them at the *Contractor's* expense. If the *Contractor* fails to pay the expenses of removal and storage within five (5) *Working Days* of being notified of the costs due, the *Owner* may, ten (10) *Working Days* after providing *Notice in Writing* to the *Contractor* of its intent, sell the *Product* at auction or private sale. The *Owner* will reimburse the *Contractor* any net proceeds of the sale after deductions for all costs incurred in the removal, storage and disposal of the *Work* or *Product*. However, if the net proceeds of this sale are insufficient to cover

the cost incurred by the *Owner* as described above, the shortfall will be deducted from the *Contract Price*.

2.4.6 The provisions of this Article G.C 2.4 DEFECTIVE WORK in no way restrict the liability of the *Contractor* from any other provision within the *Contract Documents* or otherwise by law.

**Revise GC 3.1 CONTROL OF THE WORK**

**Delete and Replace** paragraph 3.1.2 to read as follows:

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

**Revise GC 3.8 SHOP DRAWINGS**

**Delete and Replace** to read as follows**:**

**GC 3.8 SHOP DRAWINGS AND OTHER SUBMITTALS**

3.8.1 The *Contractor* shall *Provide Shop Drawings* and *Submittals* as required in the *Contract Documents*.

3.8.2 The *Contractor* shall *Provide Shop Drawings* and *Submittals* to the *Consultan*t to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of *Other Contractors* or the *Owner's* own forces.

3.8.3 The *Contractor* shall review all *Shop Drawings* and *Submittals* 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* and *Submittal* with the requirements of the *Work* and of the *Contract Documents*.

3.8.4 The *Consultant's* review is for conformity to the design concept and for general arrangement only.

3.8.5 At the time of providing *Shop Drawings* and *Submittals*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* and a *Submittal* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.

3.8.6 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* and *Submittals* or for meeting all requirements of the *Contract Documents.*

3.8.7 The *Consultant* will review and return *Shop Drawings* and *Submittals* 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*.

**Revise GC 4.1 CASH ALLOWANCE**:

**Add** the following to **GC 4.1 CASH ALLOWANCE**:

4.1.8 Where the actual cost of the *Work* under any cash allowance exceeds the amount of that cash allowance, any other cash allowances not fully expended shall be reallocated to cover the shortfall, with no additional amount added to the *Contract Price* for profit or overhead. The *Contract* shall obtain the *Owner's* prior, written approval to exceed a cash allowance. Only in the event that all cash allowances are fully expended shall the *Contractor* be compensated for the excess incurred, including profit and overhead on the excess amount. If the total of all cash allowances is not fully expended that amount will be deducted from the *Contract Price*. The *Owner* may call or require the *Contractor* to call for competitive bids for any *Work* funded by the cash allowances.

**Revise GC 5.2 APPLICATIONS FOR PAYMENT**

**Delete and Replace GC 5.2 APPLICATIONS FOR PAYMENT** to read as follows:

5.2.1 Applications for payment on account as provided in Article A-5 - PAYMENT may be made monthly or based on milestones, as provided for in the *Contract Documents*, as the *Work* progresses. Each and every application for payment shall be may by way of *Notice in Writing* and shall be delivered simultaneously by electronic communication to both the *Consultant* and the *Owner*. The *Owner* shall, subject to the *Contractor's* compliance with the *Contract*, pay the *Contractor* for the *Work* performed in the amounts established under the *Contract*.

*.1* *Contractor* shall not invoice the *Owner* until they have received written confirmation from the *Owner* of that the Contractor's Work meets the requirements of the Contract Documents and passes of all necessary testing and commissioning for all the *Work* falling under the relevant invoice, as identified in the payment schedule.

5.2.2 Subject to paragraph 5.2.3, not less than 10 calendar days prior to the date on which the *Contractor* intends to submit a *Proper Invoice* the *Contractor* shall submit to the *Consultant* and Owner simultaneously, a *Pre-Application for Payment Submission* for an amount proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.

The *Owner* will evaluate the *Pre-Application for Payment Submission* and, based upon its observations, may, in its sole discretion, provide comments to the *Contractor* in relation to the *Pre-Application for Payment Submission*.

Where so directed by the *Owner*, the *Contractor* shall then review with the *Consultant* and the *Owner*, at a scheduled time, not less than 8 calendar days prior to issuing an application for payment, the *Pre-Application for Payment Submission* for payment showing all of the elements of a *Pre-Application for Payment Submission*, as defined in DEFINITIONS – PRE-APPLICATION FOR PAYMENT

SUBMISSION, including but not limited the percentage of work completed for each item indicated in the scheduled of values.

This procedure shall be complied with for each application for payment prior to submitting each *Proper Invoice* for payment, including any applications for payment relating to release of holdbacks.

5.2.3 Deviation or incomplete submission with respect to the breakdown of approved Change Orders and percentage completed of each, shown in the *Pre-Application for Payment* may, at the *Owner's* sole discretion, require resubmission of the *Pre-Application for Payment.*

5.2.4 If any *Work* or item under the *Contract* is included by the *Contractor* in its *Pre-Application for Payment* as partially or that the *Contractor* considers fully completed, but it is not completed in accordance with Drawings or Specifications, or is not completed to the *Owner*'s satisfaction, then the *Owner* may, at its sole discretion, require resubmission of the *Pre-Application for Payment*, omitting the partial or total cost of such incomplete items from the *Pre-Application for Payment*.

5.2.5 Applications for payment shall consist of a *Proper Invoice* and shall be submitted by the *Contractor* simultaneously to the *Consultant* and *Owner* no earlier than the 10th calendar day following the submission of a *Pre-Application for Payment Submission.*

5.2.6 The schedule of values shall be made out in such form as specified in the *Contract* and supported by such evidence as the *Owner* may reasonably require.

5.2.7 Applications for payment shall be based on the schedule of values accepted by the *Owner* and shall comply with the provisions of *Payment Legislation*.

5.2.8 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.

5.2.9 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 *Owner* may reasonably require to establish the value and delivery of the *Products*. Any *Products* delivered to the *Place of Work* but not yet incorporated into the *Work* shall remain at the risk of the *Contractor* notwithstanding that title has passed to the *Owner* pursuant to GC 5.7 NON-CONFORMING WORK.

5.2.10 The parties acknowledge and agree that deviation or incomplete submission with respect to the breakdown of approved Change Orders and percentage completed of each, shown in the *Proper Invoice*, may result in the *Owner*, in its sole discretion, issuing a Notice of Non-Payment – Owner to Contractor Form A.1.

5.2.11 The parties acknowledge and agree that, if any *Work* or item under the *Contract* is included by the *Contractor* in its *Proper Invoice* as partially or that the *Contractor* considers completed, but it is not completed in accordance with Drawings or Specifications, or is not completed to the *Owner*'s satisfaction, may result in the

*Owner*, in its sole discretion, issuing a Notice of Non-Payment – Owner to Contractor Form A.1.

5.2.12 Neither the *Consultant* nor *Owner* shall be held responsible for any delays in payment due to a disagreement in the amounts shown by the *Contractor* on its payment application as submitted to the *Owner* for review.

5.2.13 Notwithstanding any other provision, the *Contractor* shall not submit a *Pre-Application for Payment Submission* or a *Proper Invoice* between the period of December 14 to January 4, inclusive, in any year, unless otherwise agreed to by the *Owner*. The *Contractor* shall not submit a *Pre-Application for Payment Submission* or an application for payment or a *Proper Invoice* during any other reasonable period which the *Owner* advises the *Contractor* in in writing due to downtime for payment system upgrades.

5.2.14 Notwithstanding any other provision, the *Contractor* shall not submit an application for payment until a minimum of 10 days from successful completion of the portion of the *Work* claimed, in the case of a monthly progress payment or 14 days from the commissioning or acceptance criteria, for a milestone as the *Owner* may determining in its sole discretion, acting reasonably as set out in the *Contract Documents* for achieving the particular milestone.

5.2.15 Any application for payment that is submitted before the tenth calendar day following the *Owner's* receipt of a *Pre-Application for Payment Submission* shall not constitute a *Proper Invoice* within the meaning of the *Payment Legislation*.

5.2.16 A *Proper Invoice* is deemed to be received by the *Owner* on the date that it is received by the *Owner*.

5.2.17 A *Proper Invoice* may be revised by the *Contractor* after it has been given to the *Owner*, provided that the *Owner* agrees in advance to the revision and the *Proper Invoice* continues to meet the definition of a *Proper Invoice* after it has been revised. The timelines in the *Payment Legislation* will recommence upon the *Owner's* receipt of the revised *Proper Invoice*.

**<u>Revise</u> CG 5.3 PAYMENT**

**<u>Delete and Replace</u> GC 5.3 PAYMENT** to read as follows:

5.3.1 After receipt by the *Consultant* and the *Owner* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT:

.1 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*. Subject to the *Payment Legislation* and all other Applicable Laws, the *Owner* will pay to the *Contractor* ninety percent (90%) of the amount shown on such certificates, less previous payments, less the amount of any liens or any written notices of lien of which the *Owner* has notice, less any holdback arising pursuant to GC 5.3 - PAYMENT,

the maintenance security referred to in in GC 12.3 WARRANTY. For greater certainty the amount payable to the *Contractor* shall not include the Liquidated Damages or Site Rental, as applicable, as may be applicable and not include the builders' lien holdback, the deficiency holdback, the *Total Performance* holdback, until the requirements of the *Payment Legislation* are met and the reason for the deficiencies holdback is rectified and for the *Performance Hold Back* in Supplementary Provisions GC 5.3 - PAYMENT and paragraph 12.3.1 OF GC 12.3 - WARRANTY, the expiration of the warranty period has expired, and the warranty work completed.

.2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – Payment on or before the deadline prescribed by the *Payment Legislation*.

.3 In the event that the *Owner* intends to pay the *Contractor* an amount that is less than that set out in the *Proper Invoice*, the *Owner* shall, no later than 14 calendar days after receiving the *Proper Invoice* from the *Contractor*, give to the *Contractor* a notice of non-payment, in the form and manner prescribed in the *Act*, specifying the amount of the *Proper Invoice* that is not being paid and detailing the reasons for non-payment.

5.3.2 Subject to the giving of a notice of non-payment under subparagraph 5.3.1.3, the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT no later than 28 calendar days after receiving the *Contractor's* application for progress payment.

5.3.3 If the *Contractor* fails to comply with GC 5.2 – APPLICATIONS FOR PAYMENT or GC 10.4 – WORKERS' COMPENSATION, the *Owner* shall not be required to may payments to the *Contractor* until the obligation has been complied with, subject to the *Payment Legislation*.

5.3.4 All payments are not conclusive as to the value or quality of *Work* performed, and are subject to reopening and readjustment, until and including the date that the *Owner* releases the holdback for *Substantial Performance* under the *Payment Legislation.*

5.3.5 **Deficiency Holdback and Set Off:** The *Owner* may hold back payment or set off against payment if, in the opinion of the *Owner* acting reasonably, the *Contractor* has failed to comply with any requirements of the *Contract*, for greater certainty including but not limited to: defective or incomplete portions of the *Work* not rectified, evidence of *Contractor's* failure to make payments to *Subcontractors* or *Suppliers*, and failure to meet any agreed-upon performance milestones or attain the *Substantial Performance of the Work* by the *Contract Time*.

5.3.6 **Total Performance Holdback:** In addition to the statutory holdbacks required for third party lien claims, the hold back in 5.3.5 above, and any performance security, the *Owner* shall hold back up to 10% of all amounts payable under the *Contract Documents* off each progress payment until the *Contractor* has performed all of its obligations under the *Contract* and satisfied all of the conditions for *Total Performance* of the *Contract*. In addition to other remedies available at law, the *Owner* may set off against this holdback amount as compensation: a) for any costs incurred as a consequence to the *Contractor's* failure to meet the agreed upon schedule, b) any costs incurred in

addressing any lien claims and c) to address any deficiencies during the warranty period in the event the *Contractor* refuses or is unable to address the deficiencies during warranty period and d) any other damages arising out of the *Contractor's* breaches of contractual commitments.

.1 At the sole discretion of the *Owner* and subject to the Contractor meeting performance expectations during the contract the *Owner* may upon Substantial Completion of the Work, pay to the Contractor the unpaid balance of the Total Performance Hold Back amount together with such Value Added Taxes as may be applicable to such payment.

5.3.7 Unless otherwise stated, the *Contractor* shall pay all applicable taxes, including excise taxes, incurred by or on the *Contractor's* behalf with respect to the *Contract*. The *Owner* shall be entitled to all available refunds or rebates of all taxes and custom duties applicable to the *Contract*, and the *Contractor* shall cooperate with the *Owner* in ascertaining the amount of such tax and if necessary claim on its own behalf and transfer to the *Owner* or facilitate such available refund or rebate.

5.3.8 The *Owner* shall withhold any applicable withholding tax from amounts due and owing to the *Contractor* under the *Contract* and shall remit it to the appropriate government body in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the *Contract*.

5.3.9 If a payment is in arrears through no fault of the *Contractor*, the interest charged by the *Contractor*, if any, for any late payment shall not exceed 2.5 percent.

**Revise CG 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK**

**Revise GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK** to read as follows:

5.4.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than seven (7) calendar days after receipt of the *Contractor*s 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 and* submit a statement that no written notices of lien or lien claims have been received by it.

5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC 5.2 – APPLICATION FOR PAYMENT.

5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and where the *Contractor* applies to the *Consultant* or *Owner* for a payment of a portion of the holdback, and the *Consultant* has certified or verified that the part of the *Work* has

been performed prior to *Substantial Performance of the Work*, the *Owner* may release, such portion to the *Contractor* in accordance with such legislation.

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

5.4.7 In addition to any requirements in GC 5.2 APPLICATION FOR PAYMENT and G.C 5.3 PAYMENT, prior to submitting its written application for *Substantial Performance* of the *Work*, the *Contractor* shall submit to the *Owner* all guarantees, warranties, certificates, testing and balancing reports, distribution system diagrams, as built *Drawings* and *Specifications*, spare parts, maintenance manuals, samples, existing reports and correspondence from authorities having jurisdiction in the *Place of Work*, and other materials or documentation required to be submitted under the *Contract*, together with written proof acceptable to the *Owner* that the *Contract* has been substantially performed in conformance with the requirements of applicable municipal, governmental and utility authorities.

5.4.8 Prior to the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Owner*, shall establish reasonable dates for finishing any outstanding *Work* and correcting deficiencies, and shall submit a statement confirming that no written notices of lien have been received by the *Contractor*.

5.4.9 Within three (3) calendar days of receiving a signed copy of the certificate of *Substantial Performance of the Work,* the *Contractor* shall post a signed copy of it in a prominent place on the main job site to which the certificate relates and such other locations as may provide notice to the *Contractor's Subcontractor(s)* and *Supplier(s).*

**Revise GC 5.5 FINAL PAYMENT**

**Revise GC 5.5 FINAL PAYMENT** to read as follows:

5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment in accordance with GC 5.2 – APPLICATION FOR PAYMENT. The *Contractor*'s application for final payment shall be accompanied by any documents or materials not yet delivered pursuant to the *Contract Documents* and, for purposes of the *Payment Legislation*, the remaining *Work* is valued at more than $100. The *Work* shall be deemed not to be performed until all of the aforementioned documents have been delivered to the *Owner*.

5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any legislation applicable to the *Place of Work*, the *Owner* shall, after the issuance of final certificate for payment, pay the *Contractor* as provided in Article A-3 of the Agreement – PAYMENT in compliance with the *Payment Legislation*.

5.5.5 Prior to the release of the holdback for finishing work under the *Payment Legislation*, the *Contractor* shall submit:

.1 *Contractor*'s written request for release of the holdback, including a statement that no written notices of lien or lien claims have been received by it;

.2 a *Statutory Declaration*; and

.3 a final Workers' Compensation Board Clearance Certificate.

5.5.6 The *Contractor*, shall attain *Total Performance of the Work*, including the rectification of all deficiencies, within 30 days of attaining *Substantial Performance of the Work*, or such other period as the Owner shall agree in its sole discretion, save and except for landscaping work that may be deferred to a later date in the sole discretion of the *Owner*.

5.5.7 As a precondition of achieving *Total Performance* of the *Work* and receiving any funds withheld by the *Owner*, the *Contractor* shall submit a written request for release of holdback, including a declaration that no written notices of lien have been received by the *Contractor*, along with the *Contractor's* statutory declaration of progress payment distribution, any documents or *Drawings* required by the *Owner*, the *Contractor's* occupational health and safety clearance certificate, a certificate from the Worker's Compensation Board certifying that, as of a date after the expiry of the applicable 40-day holdback period, all assessments due to the Board from the *Contractor* have been paid and written confirmation by tax authorities that all Saskatchewan resident *Contractors* hold a Provincial Sales Tax vendor's license or that all non-Saskatchewan resident Contractors have fully complied with section 29 of *The Provincial Sales Tax Act* (Saskatchewan) (PSTA) and paid all PST in any way due and payable under this *Contract*.

5.5.8 For seven (7) years after the *Total Performance* of the *Contract* or any date of termination of the *Contract*, the *Contractor* shall maintain all necessary records to substantiate (a) all charges and payments under the *Contract*; and (b) that the *Contract* was performed in accordance with the *Contract* terms and requirements of law. During the term of the *Contract*, and for seven (7) years after the term, the *Contractor* shall permit and assist the *Owner* in conducting audits of the operations of the *Contractor* to verify (a) and (b) above for the purposes of any regulator's requirements imposed on the *Owner*. The *Owner* shall *Provide* the *Contractor* with at least ten (10) *Working Days* prior notice of its requirement for such audit. The *Contractor's* obligations under this paragraph shall survive any termination or expiry of the *Contract*.

**<u>Revise</u> GC 6.2 CHANGE ORDER**

**<u>Add</u>** the following to **GC6.2 Change Order**:

6.2.3 For the purpose of determining the cost of the work added to the *Contract*, the *Contractor* shall submit pricing using one or more of the following methods: (i) unit prices as tendered in the *Contractor's Bid Form*; (ii) by unit prices mutually agreed upon by the parties to the *Contract*; (iii) by the Owner acceptance of lump sum(s) proposed by the *Contractor*; or (iv) by cost and percentage of labour, product, construction equipment and subcontracted work as per the hourly and overtime rates as identified in the Schedule of Rates Form, or in the absence of such a schedule, those stated in the Saskatchewan Heavy Construction (SHCA) Equipment Rental and Rates guide.

6.2.4 The *Contractor* shall submit, pricing as required above, to the *Consultant* for approval and such pricing shall include a detailed, verifiable and fully itemized quotation listing *Subcontractors'* and the *Contractor's* own work showing labour at agreed upon rates, construction equipment, product and subcontracted *Work*, including applicable rates, labour, individual materials and mark ups separately.

6.2.5 Regardless of the pricing method chosen, where *Work* is added to the *Contract*, the *Contractor* shall only be entitled to an increase in the *Contract Price* by the cost of performing said *Work*, including all applicable tax but excluding *Value Added Tax*, plus a percentage mark up on the added *Work* as follows: (i) 10% for *Contractor* overhead and profit costs on the *Contractor's* own work, (ii) 10% for overhead and profit costs on *Work* performed by all *Subcontractors*. For greater certainty overhead and profit mark-up are deemed to include site and head office overhead costs, profit, bonding and insurance costs, permits and administration costs include all estimating, investigating, quoting, supervision, management, safety, general costs, general expenses, and indirect labour.

6.2.6 The *Owner* reserves the right to request the *Contractor* obtain multiple quotes for the extra work.

**Revise GC 6.3 CHANGE DIRECTIVE**

**Revise GC 6.3 CHANGE DIRECTIVE** to read as follows:

**Delete** 6.3.3 and 6.3.5 in their entirety.

**Delete and Replace** paragraph 6.3.6.2 to read as follows:

6.3.6.2 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, including adjustment for the *Contractor*'s percentage fee.

**Delete and Replace** paragraph 6.3.7 to read as follows:

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, those stated in the Saskatchewan Heavy Construction (SHCA) Equipment Rental and Rates guide; Labour - All classifications of labour not priced separately in the Cost of Services Form will be paid for at rates actually paid by the Contractor. A payroll assessment of thirty percent (30%) of the hourly wage will be allowed to cover all costs including pension, holiday pay, payroll administration, insurance, and similar benefits. All labour is deemed to be resident in the City of Regina and, as such, no allowance will be considered for room and board or travel.

.2 all *Products* including cost of transportation thereof;

.3 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, provided by the *Contractor*, shall include operator's

wages, all maintenance and operating costs and Contractor's profit. No additional mark-up of Construction Equipment charges shall be allowed.;

.4 the allowance for construction equipment rentals payable to the Contractor including superintendence, and all other expense related shall be ten percent (10%) of the rental agency's invoice to the Contractor for the rental of miscellaneous equipment;

.5 for subcontract Work, the allowance to the Contractor for profit, overhead, and all other expenses shall be accordance with paragraph 6.2.5 of GC 6.2 Change Order of these Supplementary Provisions;

.6 quality assurance such as independent inspection and testing services;

.7 charges levied by authorities having jurisdiction at the *Place of the Work;*

.8 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;

.9 removal and disposal of waste products and debris; and

.10 safety measures and requirements.

**Delete** 6.3.11 in its entirety.

**Add** paragraph 6.3.14 to **GC 6.3 CHANGE DIRECTIVE**:

6.3.14 If agreement on a revised price for the *Work* done pursuant to a *Change Directive* is not reached, the matter shall be subject to final determination in accordance with Part 8 – DISPUTE RESOLUTION.

**Revise GC 6.5 DELAYS**

**Delete and Replace GC 6.5 DELAYS** to read as follows:

**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* may be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*

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* may be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* may 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 acts of God, including, but not limited to, earthquake, tornado, floods, or fire;

.2 acts of terrorism, sabotage, war, vandalism, or riots; or

.3 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 2.2.12 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

6.5.6 If the *Contractor* anticipates that the delay in paragraph 6.5.3 above will delay *Contract Time*, but is of the opinion the delay can be avoided or mitigated through extraordinary measures, the *Contractor*, may propose to the *Owner* that such extraordinary measures be taken by the *Contractor*, at the *Owner's* expense.

**Revise GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

**Delete and Replace** paragraph 6.6.3 to read as follows:

6.6.3 The party making the claim shall submit, not later than 10 *Working Days* after commencement of the event or series of events giving rise to a claim, to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.

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

**Delete and Replace** paragraph 7.1.1 to read as follows:

7.1.1 The *Owner* may immediately terminate the *Contract* upon giving notice to the *Contractor* where: (a) the *Contractor* is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the *Contractor's* insolvency; (b) the *Contractor* breaches any of the confidentiality provisions under the *Contract*; (c) the *Contractor* breaches the conflict of interest provisions under the

*Contract*; (d) the *Contractor*, prior to or after executing the *Contract*, makes a material misrepresentation or omission or provides materially inaccurate information to the *Owner*; (e) the *Contractor* undergoes a change in control which adversely affects the *Contractor's* ability to satisfy some or all of its obligations under the *Contract*; (f) the *Contractor* subcontracts for the provision of part or all of the *Contract* or assigns the *Contract* without first obtaining the written approval of the *Owner*; or (g) the *Contractor's* acts or omissions constitute a substantial failure of performance; and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

**Add** to beginning of paragraph 7.1.2 the phrase:

"Except for the circumstances in clause 7.1.1., if"

**Add** the following after paragraph 7.1.6:

7.1.7 On termination of the *Contract*, the *Contractor* shall, in addition to its other obligations under the *Contract* and at law: (a) *Provide* the *Owner* with a report detailing: (i) the current state of the provision of *Work* by the *Contractor* at the date of termination; and (ii) any other information requested by the *Owner* pertaining to the provision of the *Work* and performance of the *Contrac*t; (b) execute such documentation as may be required by the *Owner* to give effect to the termination of the *Contract*; and (c) comply with any other instructions provided by the *Owner*, including but not limited to instructions for facilitating the transfer of its obligations to another person. This paragraph shall survive any termination of the *Contract*.

7.1.8 On termination of the *Contract,* including for greater certainty any termination by the *Contractor*, the *Owner* shall only be responsible for the payment of the *Work* provided under the *Contract* up to and including the effective date of any termination. Termination shall not relieve the *Contractor* of its warranties and other responsibilities relating to the *Work* performed or money paid. In addition to its other rights of hold back or set off, the *Owner* may hold back payment or set off against any payments owed if the *Contractor* fails to comply with its obligations on termination or until costs or damages resulting from any default by the *Contractor* are satisfied.

7.1.9 In addition to any other rights or remedies, the *Owner* may prohibit the *Contractor* from participating in the *Owner's* future procurement processes based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following: (a) breaches of contractual obligations in relation to a past contract with the *Owner*; (b) illegal or unethical conduct including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion or unethical conduct, including lobbying in relation to a tendering process in an attempt to influence the tendering process or the selection of the successful bidder(s), any other inappropriate communications, offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the *Owner*, deceitfulness, submitting bids containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the *Owner's* procurement processes; (c) the refusal to honour submitted pricing or other commitments; or (d) any conduct, situation or circumstance determined by *Owner*, in its sole and absolute discretion, to have constituted a conflict of interest.

7.1.10 The express rights of termination and debarment in the *Contract* are in addition to and shall in no way limit any rights or remedies of the *Owner* under the *Contract*, at law or in equity.

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

**Delete and Replace GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT** to read as follows:

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 120 *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 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 Delete paragraph 7.2.4 in its entirety.

7.2.5 If the *Contractor* terminates the *Contract by giving notice in writing to the Owner* under the conditions set out above, the *Contractor* shall be entitled to be paid, using the same formula stated in paragraph 6.3.7, for all work performed up to the date of such notice.

**Revise GC 8.2 ADJUDICATION**

**Delete and Replace GC 8.2 ADJUDICATION** to read as follows:

8.2.1 Subject to the notice requirements in this paragraph 8.2.1, if either party wishes to refer a dispute to adjudication in accordance with the *Payment Legislation*, such party shall give to the other party *Notice in Writing* of an adjudication, setting out:

.1 the names and addresses of the parties,

.2 the nature, and a brief description, of the dispute including details respecting how and when it arose,

.3 the nature of the redress sought,

.4 the names of 3 adjudicators that the referring party nominates to adjudicate the dispute, each of whom must be listed in the registry established by the *Authority*, and

.5 the date that any required notice was given in accordance with paragraph 8.2.6 and a copy of the notice.

8.2.2 *Notice in Writing* of an adjudication given by the *Contractor* to the *Owner* shall be delivered to the Office of the City Clerk.

8.2.3 The party giving *Notice in Writing* of an adjudication in accordance with paragraph 8.2.1, shall, on the same day, *Provide* a copy of the notice to the *Authority* in electronic format.

8.2.4 By no later than the third calendar day following receipt of *Notice in Writing* of an adjudication, the responding party shall give *Notice in Writing* to the referring party stating either that (i) the responding party accepts one of the referring party's nominees or (ii) none of the referring party's nominees are acceptable. If the responding party accepts one of the referring party's nominees, the referring party shall notify the nominee of such appointment on the day that *Notice in Writing* of the acceptance is received from the responding party, and shall request the nominee's prompt consent to conduct the adjudication. If none of the referring party's nominees are acceptable to the responding party, the parties may discuss the appointment of another mutually agreeable adjudicator. In the event that the parties have not selected a mutually agreeable adjudicator by the close of business on the third calendar day following the giving of *Notice in Writing* of an adjudication, the referring party shall, by the next calendar day, request that the *Authority* appoint an adjudicator.

8.2.5 If, by the close of business on the fourth day following the giving of the *Notice in Writing* of an adjudication, the parties' agreed upon adjudicator, if any, has not consented to conduct the adjudication, the referring party shall immediately request that the *Authority* appoint an adjudicator.

8.2.6 With the exception of disputes that arise as a result of a notice of non-payment given by the *Owner* under subparagraph 5.3.1.3, it is a pre-condition to either party giving *Notice in Writing* of an adjudication that at least 30 calendar days prior to giving *Notice in Writing* of an adjudication, the party giving *Notice in Writing* of an adjudication shall have given *Notice in Writing* of a dispute, which notice shall set out the nature, and a brief description, of the dispute. Any *Notice in Writing* of a dispute given in accordance with paragraph 8.3.2 shall constitute *Notice in Writing* of a dispute in accordance with this paragraph.

8.2.7 No later than five (5) calendar days after an adjudicator agrees, or is appointed, to conduct the adjudication, the party who gave *Notice in Writing* of an adjudication shall *Provide* to the adjudicator a copy of the *Notice in Writing* of an adjudication, and shall *Provide* to the responding party and the adjudicator a copy of the *Contract* and any documents that the party intends to rely upon during the adjudication.

8.2.8 Subject to the provisions of the *Act*, a party who received *Notice in Writing* of an adjudication shall *Provide* to the adjudicator and to the referring party any documents

that it intends to rely upon at the adjudication within 20 calendar days of receiving the documents referred to in paragraph 8.2.7.

8.2.9 The adjudicator shall make a determination of the matter that is the subject of the adjudication no later than 30 calendar days after receiving the documents referred to in paragraph 8.2.7.

8.2.10 Subject to the consent of the adjudicator, each party shall, if requested by the other party, agree to extend the timeline referred to in paragraph 8.2.8 to 30 calendar days and the timeline referred to in paragraph 8.2.9 to 40 calendar days or such other reasonable extensions as either party may request.

8.2.11 Neither party may deliver *Notice in Writing* of an adjudication in accordance with PART 13 - ADJUDICATION or part II.1 of the *Act* after completion of the *Work*.

**Revise GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION**

**Delete and Replace GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION** to read as follows:

8.3.1 In accordance with the rules for mediation as provided in CCDC 40 'Rules for Mediation and Arbitration of Construction Industry Disputes' in effect at the time of bid closing, the parties may appoint a Project Mediator, except that such appointment shall only be made if both the *Owner* and the *Contractor* agree

.1 within 20 *Working Days* after the *Contract* was awarded, or

.2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.

8.3.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 – ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.

8.3.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

8.3.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.3.2, and subject to paragraph 8.2.1 the parties may request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance

with the rules for mediation as provided in CCDC 40 in effect at the time of bid closing.

8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.

8.3.6 The dispute may 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, provided that both the *Contractor* and the *Owner* agree. If the *Contractor* and the *Owner* agree to resolve the dispute by arbitration, the arbitration shall be conducted in the jurisdiction of the *Place of the Work*.

8.3.7 Notwithstanding any other provision of this *Contract*, the provisions set out in paragraphs 8.2.1 and 8.2.3 to 8.2.6 shall only apply if the parties agree in writing to submit a dispute to all or any part of those alternative dispute resolution processes. If the parties do not agree as aforesaid, the courts shall have exclusive jurisdiction to determine any dispute relating to the *Work* or to the *Contract*.

8.3.8 Any dispute that arises may be resolved through alternative dispute resolution. A mediator may be appointed in order to resolve the dispute, except that such mediator will only be appointed if both the *Owner* and the *Contractor* agree. The dispute may be finally resolved by binding arbitration under the Rules for Arbitration CCDC 40 provided both the *Owner* and the *Contractor* agree to such binding arbitration. In the event the parties cannot agree to binding arbitration then the party seeking to commence an action may do so through a court of competent jurisdiction.

**Revise GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES**

**Delete and Replace** paragraph 9.2.5 to read as follows:

9.2.5 If the *Contractor*

.1 encounters toxic or hazardous substances at the *Place of the Work*, or

.2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall

.3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and

.4 immediately report the circumstances to the *Consultant* and the *Owner* in writing, and

.5 take all reasonable steps to mitigate the impact on *Contract Time* and *Contract Price* and any further steps it deems necessary to mitigate or stabilize any conditions resulting from encountering toxic or hazardous substances or materials.

**Revise GC 10.2 LAWS, NOTICES, PERMITS, AND FEES**

**Delete and Replace** paragraph 10.2.4 to read as follows:

10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, codes, protocols, orders, directives, guidance documents and industry best practices and guidelines which are or become in force during the performance of the *Work* and which relate to the *Work*, to the environment,", to the preservation of the public health, and to construction safety. The *Contractor* shall *Provide* the *Owner* with copies of all such required notices and related health and safety documents.

**Delete and Replace** paragraph 10.2.5 to read as follows:

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, codes, protocols, orders, directives, guidance documents and industry best practices and guidelines 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, codes, protocols, orders, directives, guidance documents and industry best practices and guidelines which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

**Revise GC 12.3 WARRANTY**

**Delete and Replace** paragraph 12.3.1 as follows:

12.3.1 Except for extended warranties as described in paragraph 12.3.6 of GC 12.3 WARRANTY, the warranty period for the *Contract* is two years. The two-year warranty period under the *Contract* shall begin to run upon the confirmation of *Substantial Performance of the Work*. There shall be no deemed acceptance through the passage of time. The warranty period with regards to any item corrected will commence from the date the defect is corrected and the remedial work is accepted by the *Owner*. One (1) month prior to the end of the two-year warranty period, the *Owner* may conduct a warranty period inspection.

**Revise PART 13 INDEMNIFICATION AND WAIVER**

**Delete and Replace Part 13 INDEMNIFICATION AND WAIVER** as follows:

**GC 13.1 INDEMNIFICATION**

13.1 **City Indemnity** The City shall defend, indemnify and hold the Contractor, its associated, affiliated or subsidiary companies, and their respective officers, directors, employees, agents, engineers, contractors, subcontractors, successors and assigns free and harmless from and against any and all losses, claims, liens, demands, debts, liabilities, damages, losses, fines, actions, suits, penalties and causes of action including actual legal fees on a solicitor and client basis and disbursements and court costs arising from or related to the City's wrongful or negligent (including, grossly negligent) acts, errors or omissions in performance of the City's obligations under this Contract. In cases of claims arising from joint negligence of the City and the Contractor, liability will be shared by the parties in proportion to their respective negligence.

13.2 **Contractor Indemnity** The Contractor shall defend, indemnify and hold the City, its associated, affiliated or subsidiary companies, and their respective officers, directors, employees, agents, engineers, contractors, subcontractors, insurers, successors and assigns free and harmless from and against any and all losses, claims, liens, demands, debts, liabilities, damages, losses, fines, actions, suits, penalties and causes of action including actual legal fees on a solicitor and client basis and disbursements and court costs arising from or related to the Contractor's wrongful or negligent (including, grossly negligent) acts, errors or omissions in performance of the Contractor's obligations under this Contract. In cases of claims arising from joint negligence of the City and the Contractor, liability will be shared by the parties in proportion to their respective negligence.

13.3 **Limitation on Liability** Regardless of any other provision of this Contract, neither party shall be liable to the other party, whether due to breach of contract, tort, negligence, warranty, strict liability or otherwise, for consequential damages, including (without limitation) loss of profits, loss of revenue or loss of anticipated business suffered or incurred, except for any: (a) damages payable as liquidated damages as expressly provided for in this Contract; (b) claims for indemnity provided in the Contract and claims relating to any willful, wanton or intentional misconduct or the gross negligence of either party or anyone for whose acts any of them is liable.

13.4 **No Owner Waivers or Releases:** Any express or implied reference to the *Owner* providing the *Contractor* with any waivers or releases under the *Contract* are void and of no legal effect. For greater certainty, the only limitations applicable to the *Owner's* right to enforce any terms or make any claims of any kind against the *Contractor* under this *Contract* shall be the statutory limitation periods applicable to this *Contract* by general application of law. Any and all other contractual waiver, releases, or limitation periods in favour of the *Contractor* under this *Contract* are void and of no legal effect.

**Add** the following General Condition:

**Add GC 14 EVALUATION OF PERFORMANCE** as follows:

**GC 14 EVALUATION OF PERFORMANCE**

14.1.1 During and/or upon completion of the *Work*, the *Owner* may complete evaluation(s) of the *Contractor's* performance.

14.1.2 A copy of any evaluation completed in accordance with paragraph 14.1.1 may be given to the *Contractor*.

14.1.3 Any evaluation completed in accordance with paragraph 14.1.1 shall be placed on file with the *Owner* and may be considered by the *Owner* when making future decisions regarding *Contract* extensions and renewals, contract awards and procurement–related decisions.

14.1.4 Information related to evaluations completed in accordance with paragraph 14.1.1 may be made available to persons requesting the *Owner* references for the *Contract* and also may be reviewed and may form part of the *Owner's* criteria when awarding future contracts.

14.1.5 By agreeing to undertake the *Work*, the *Contractor* hereby authorizes the maintenance and release of information related to evaluations completed in accordance with paragraph 14.1.1.

| **CITY OF REGINA** | **[CONTRACTOR – FULL LEGAL NAME]** |
|---|---|
| Signature:_____ | Signature:_____ |
| Name:_____ | Name:_____ |
| Title:_____ | Title:_____ |
| Date of Signature: _____ | Date of Signature: _____ |
| I have the authority to bind the Owner | I have the authority to bind the Contractor. |

**Part 1 GENERAL**

**Table of Contents – Contract and Specifications Documents**


| SECTION NUMBER | SECTION TITLE | NO. OF PAGES |
|---|---|---|
| n/a | CCDC 2 – Stipulated Price Contract | 30 |
| n/a | CCDC 2 – Supplementary Provisions – City of Regina | 33 |
| 00 01 10 | Table of Contents | 2 |
| 00 01 15 | List of Drawings | 1 |
| 00 41 13 | Bid Form – CCDC 2 | 2 |
| 00 43 29 | Reference, Schedule & Safety Form | 2 |
| 00 43 36 | Proposed Subcontractors and Suppliers Form | 1 |
| 00 45 26 | Workers' Compensation Certificate | 1 |
| 00 60 00 | Project Forms - Samples | 17 |
| 00 61 13.13 | Performance Bond – CCDC 221-2002 | 1 |
| 00 61 13.16 | Labour and Materials Bond – CCDC 222-2002 | 2 |
| 00 62 16 | Certificate of Insurance | 1 |
| 00 62 86 | Work Plan Schedule | 2 |
| 00 73 16 | Insurance Requirements | 4 |
| 00 91 13 | Pre-Contract Revisions (Solicitation Addenda) | 2 |
| **Division 1 – General Requirements** | | |
| 01 11 00 | Summary of Work | 9 |
| 01 14 00 | Work Restrictions | 4 |
| 01 25 00 | Alternate Construction Methods | 2 |
| 01 25 00.01 | Substitutions Form | 2 |
| 01 29 00 | Payment Procedures | 12 |
| 01 31 19 | Project Meetings | 2 |
| 01 32 16 | Construction Progress Schedule | 3 |
| 01 32 16.19 | Construction Progress Schedule – Bar (Gannt) Chart | 4 |
| 01 33 00 | Submittal Procedures | 7 |
| 01 35 23 | Owner Safety Requirements | 7 |
| 01 35 35 | Fire Safety Requirements | 6 |
| 01 35 43 | Environmental Procedures | 3 |
| 01 41 00 | Regulatory Requirements | 3 |
| 01 42 13 | Abbreviations, Symbols and Conversions | 5 |
| 01 42 19 | Reference Standards | 3 |
| 01 43 00 | Quality Assurance | 3 |
| 01 45 00 | Quality Control | 3 |
| 01 50 00 | Temporary Facilities | 4 |
| 01 52 00 | Construction Facilities | 8 |
| 01 55 26 | Traffic Control | 8 |
| 01 56 00 | Temporary Barriers and Enclosures | 3 |
| 01 61 00 | Common Product Requirements | 5 |

| | | |
|---|---|---|
| 01 73 00 | Execution | 3 |
| 01 74 00 | Cleaning | 3 |
| 01 74 19 | Waste Management and Disposal | 7 |
| 01 77 00 | Closeout Procedures | 2 |
| 01 78 00 | Closeout Submittals | 8 |
| 01 92 00 | Facility Operation | 4 |
| **Division 6 - Wood, Plastics, and Composites** | | |
| 06 08 99 | Rough Carpentry for Minor Works | 3 |
| **Division 7 - Thermal and Moisture Protection** | | |
| 07 21 16 | Blanket Insulation | 3 |
| 07 21 26 | Blown Insulation (Mineral Fibre) | 6 |
| 07 26 00 | Vapour Barriers | 3 |
| 07 61 00 | Sheet Metal Roofing | 3 |
| 07 92 00 | Joint Sealants | 5 |

**Part 2 PRODUCTS**

**2.1 NOT USED**

.1 Not Used

**Part 3 EXECUTION**

**3.1 NOT USED**

.1 Not Used


**END OF SECTION**

## Part 1 General

### 1.1 List of Drawing Sheets

| DRAWING NO. | DESCRIPTION |
|---|---|
| | **Structural** |
| S01 | DISTRICT 3 (LEWVAN & 13th AVE.)<br>MAINTENANCE BLDG. ROOF REMEDIATION<br><br>STRUCTURAL<br>ROOF PLAN<br>SECTIONS AND DETAILS |
| S02 | WINDSOR PARK<br>MAINTENANCE BLDG. ROOF REMEDIATION<br><br>STRUCTURAL<br>ROOF PLAN<br>SECTIONS AND DETAILS |

## Part 2 Products

### 2.1 NOT USED

.1 Not Used

## Part 3 Execution

### 3.1 NOT USED

.1 Not Used

**END OF SECTION**

Project Description: Various Roof Replacement

File Number: 26-00343

BID FORM -STIPULATED PRICE

We, the undersigned, having examined the Bid Documents for the above named project/contract, including all Addenda and having visited the Place of the Work, hereby offer to perform the Work in accordance with the Bid Documents, for the stipulated base bid price of:

| Item | Description | UoM | Quantity | Unit Price | Price |
|---|---|---|---|---|---|
| 1 | Windsor Park Depot<br>Roof Replacement | Lump Sum | 1 | $ | $ |
| 2 | Windsor Park Depot<br>Snow Fence | Lump Sum | 1 | $ | $ |
| 3 | District #3<br>Roof Replacement | Lump Sum | 1 | $ | $ |
| 4 | District #3<br>Snow Fence | Lump Sum | 1 | $ | $ |
| 5 | Wood Deck Replacement<br>Contractor is to provide a cost per square foot for this work. Final quantities will be reconciled and the unit price per square foot at completion of work (+/-).<br>Allow for 60 square feet of deck replacement | Unit Rate $/s.f. | 60 s.f. | $ | $ |
| | | | | Contract Price (not including taxes) | $ |
| | | | | PST (6%) | $ |
| | | | | GST (5%) | $ |
| | | | | Total Payable by Owner | $ |

We, the undersigned, declare that:

1. we are qualified to perform the Work in accordance with the Bid Documents and our bid price covers all of our obligations and things necessary for the performance of the Work,

2. we agree to attain Substantial Performance of the Work on or before May 14, 2027,

3. we have arrived at this bid without collusion with any competitor,

4. all bid form supplements called for by the Bid Documents form an integral part of this bid, and

Signatures

Signed and submitted by:

_____
(business name)

_____
(name and title of authorized signing representative)

_____
(signature of authorized signing representative)

(seal)

_____
(name of witness, if business ls sole proprietorship)

_____
(signature of witness, if business is sole proprietorship)

_____
(name and title of authorized signing representative)

_____
(signature of authorized signing representative)

Dated this _____day of _____20___

END OF SECTION

**From (Bidder):** _____
(business name)

## Experience and References

| Project Name | Year of Completion | Project Cost | Reference Name and Contact Information |
|---|---|---|---|
| *ABC Project* | 2022 | | City of Regina, John Doe 306-555-1234 |
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**Schedule**

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| Scope Start Date: | |
| Completion Date: | |
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**Safety**

Proponent's safety statistics:

| | 2022 | 2023 | 2024 |
|---|---|---|---|
| Total recordable injury frequency (TRIF) | | | |
| Lost time incidents (LTI) | | | |
| WCB – state surcharge or discount rate: | | | |

END OF SECTION

**Part 1 General**

**1.1 SUBCONTRACTORS**

.1 The following are the responsible parties, whether our own forces or that of a subcontractor, whom we propose to use to complete the Work. We agree that the list will not change without the permission of the Engineer. If the Contractor intends to use its own forces for an element of work, check “Own Forces”.

| Type of Work | Subcontractor Name | City/Province | Own Forces |
|---|---|---|---|
| | | | ☐ |
| | | | ☐ |
| | | | ☐ |
| | | | ☐ |
| | | | ☐ |
| | | | ☐ |
| | | | ☐ |
| | | | ☐ |

**Part 2 Products**

**2.1 PRODUCT SUPPLIERS**

**.1** The following is a list of Product and their suppliers who will be used for the Work. Neither the Product manufacturer nor the supplier will be changed without the express permission of the Engineer

| **Product Name/Type** | **Supplier** | **City/Province** |
|---|---|---|
| | | |
| | | |
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| | | |
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| | | |

**Part 3 Execution**

**3.1 NOT USED**

.1 Not Used

**END OF SECTION**

## Part 1 General

### 1.1 Saskatchewan Workers' Compensation Board Letter of Good Standing

.1 Before commencing any Work under the Contract, Contractor will deliver to Owner a certificate from the Saskatchewan Workers' Compensation Board showing Contractor has registered and is in good standing.

.2 This section shall be replaced with a valid Letter of Good Standing from the Saskatchewan Worker's Compensation Board in the executed contract.

## Part 2 Products

### 2.1 Not Used

.1 Not Used

## Part 3 Execution

### 3.1 Not Used

.1 Not Used

**END OF SECTION**

# PRE - APPLICATION FOR PAYMENT SUBMISSION

| | |
|---|---|
| **Contractor:**<br>[Contractor Company Name]<br>[Contractor Address]<br>[Contractor Phone]<br>[Contractor Email] | **Application Number:**<br>**Period Covered: (Milestones completed or date range as per Contract):**<br><br>From: To: |
| **Project Description:**<br>[as stated on cover of Contract] | **Reference Numbers:** |
| **City of Regina:**<br>[Name of Project Manager]<br>[Title of Project Manager]<br>[Address for Project Manager]<br>[Project Manager Phone]<br>[Project Manager Email] | **Consultant: (if Applicable)**<br>[Consultant Company Name]<br>[Consultant Address]<br>[Consultant Phone]<br>[Consultant Email] |

**Application Summary**

| | |
|---|---|
| Total amount this application | $ _____ *(1)* |
| Minus Builder's Lien holdback at 10% | $ _____ (2) |
| Minus Total Performance Holdback at 10% | $ _____ (3) |
| Minus Deficiency Holdback at 1.5 times the value of deficiencies | $ _____ (4) |
| Minus Liquidated Damages (as applicable) | $ _____ (5) |
| Minus Site Rental (as applicable) | $ _____ (6) |
| All Holdback retained (7 = 2 + 3 + 4 + 5 + 6) | $ _____ (7) |
| Total amount claimed at the end of period covered (8 = 1 - 7) | $ _____ (8) |
| GST at 5% (9 = 8 x 5%) | $ _____ (9) |
| *PST* at 6% (10 = 8 x 6%) | $ _____ (10) |
| Total amount payable for this application including *GST and PST* (11 = 8 + 9 + 10) | $ _____ (11) |

**The following additional documentation is attached to this application**

- □ **A completed copy of the Schedule of Values and Work Performed attached**
- □ **Back up documentation to support cash allowances attached (if applicable)**
- □ **All evidence required to establish value and delivery of Products for which proposed payment will be claimed**
- □ **An updated construction schedule showing revisions to the baseline construction schedule**

- □ **Letter of Clearance from Saskatchewan Workers' Compensation Board**
- □ **All reports required to verify the work as stated in Section 01 33 00 Submittal Procedures**
- □ **Any other requirements the Payment Legislation prescribes for a proper invoice**

**Contract Summary to Date:**

| | | |
|---|---|---|
| Original Contract Price | $ _____ | (a) |
| Change Orders (numbers: _____) | $ _____ | (b) |
| Current value of Change Directives included in the certified amount | $ _____ | (c) |
| Current Value of Contract (d = a + b + c) | $ _____ | (d) |
| Total amount of all previous invoices not including Value Added Taxes | $ _____ | (e) |
| Total amount claimed at the end of period covered (Item (8) above) | $ _____ | (f) |
| Remaining amount payable (g = d-e-f) | $ _____ | (g) |
| GST at 5% (h = g x 5%) | $ _____ | (h) |
| PST at 6% (I = g x 6%) | $ _____ | (i) |
| Remaining amount payable for the construction of the Work including Value Added Taxes (j = g + h + i) | $ _____ | (j) |

As an authorized representative of the Contractor, I certify the information is accurate and all other documentation is attached to this application as defined for Application for Payment in the Supplementary Provisions.

Submitted by the Contractor

Name and Title of Person Signing

Signature

## SCHEDULE OF VALUES AND WORK PERFORMED

| | |
|---|---|
| **Contractor:** | **Application Number:** |
| **Project Description:** | **Period Covered: (Milestones completed or date range as per Contract)**<br><br>**From:** **To:** |

| Number | Description | Amount | Performed to Date | Previously Performed | Current Period | Balance to Complete | Remarks |
|---|---|---|---|---|---|---|---|
| | | | % | Value | | | |
| | | | | | | | |
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| | | | | | | | |
| Page Subtotals (if multiple pages)<br>Page _____of _____ | | | | | | | |
| Schedule Total for all pages submitted | | | | | | | |

# PROPER INVOICE

| | |
|---|---|
| **Contractor:**<br>[Contractor Company Name]<br>[Contractor Address]<br>[Contractor Phone]<br>[Contractor Email]<br><br>**GST Number:** [Contractor GST number] | **Date:**<br><br>**Invoice Number:**<br><br>**Period Covered: (Milestones completed or date range as per Contract):**<br><br>From: To: |
| **Project Description:**<br>[as stated on cover of Contract] | **Reference Numbers:** |
| **Purchase Order Number:**<br>**[**P.O. number provided with Executed Contract] | **Payment Terms:**<br>**NET 28DAYS** |
| **City of Regina:**<br>[Name of Project Manager]<br>[Title of Project Manager]<br>[Address for Project Manager]<br>[Project Manager Phone]<br>[Project Manager Email] | **Consultant: (if Applicable)**<br>[Consultant Company Name]<br>[Consultant Address]<br>[Consultant Phone]<br>[Consultant Email] |

**Invoice Summary**

| | |
|---|---|
| Total amount this application | $ _____ *(1)* |
| Minus Builder's Lien holdback at 10% | $ _____ (2) |
| Minus Total Performance Holdback at 10% | $ _____ (3) |
| Minus Deficiency Holdback at 1.5 times the value of deficiencies | $ _____ (4) |
| Minus Liquidated Damages (as applicable) | $ _____ (5) |
| Minus Site Rental (as applicable) | $ _____ (6) |
| All Holdback retained (7 = 2 + 3 + 4 + 5 + 6) | $ _____ (7) |
| Total amount claimed at the end of period covered (8 = 1 - 7) | $ _____ (8) |
| GST at 5% (9 = 8 x 5%) | $ _____ (9) |
| *PST* at 6% (10 = 8 x 6%) | $ _____ (10) |
| Total amount payable for this application including *GST and PST* (11 = 8 + 9 + 10) | $ _____ (11) |

**The following additional documentation is attached to this Proper Invoice:**

- □ **A copy of the Application for Payment which includes:**
  - □ **A completed copy of the Schedule of Values and Work Performed attached**
  - □ **Back up documentation to support cash allowances attached (if applicable)**

- □ **All evidence required to establish value and delivery of Products for which payment is claimed**
- □ **An updated construction schedule showing revisions to the baseline construction schedule**
- □ **Letter of Clearance from Saskatchewan Workers' Compensation Board**
- □ **All reports required to verify the work as stated in Section 01 33 00 Submittal Procedures**
- □ **Any other requirements the Payment Legislation prescribes for a proper invoice**

□ **Statutory Declaration on an original CCDC Document 9A-2001, attesting to the truth of the statements made therein, and, if requested, a Statutory Declaration from any Subcontractor, as may be identified by the Owner**

□ **A statement regarding the amount of any Claims of Lien or Written Notices of Lien**

**Contract Summary to Date:**

| | |
|---|---|
| Original Contract Price | $ _____ (a) |
| Change Orders (numbers: _____) | $ _____ (b) |
| Current value of Change Directives included in the certified amount | $ _____ (c) |
| Current Value of Contract (d = a + b + c) | $ _____ (d) |
| Total amount of all previous invoices not including Value Added Taxes | $ _____ (e) |
| Total amount claimed at the end of period covered (Item (8) above) | $ _____ (f) |
| Remaining amount payable (g = d – e - f) | $ _____ (g) |
| GST at 5% (h = g x 5%) | $ _____ (h) |
| PST at 6% (i = g x 6%) | $ _____ (i) |
| Remaining amount payable for the construction of the Work including Value Added Taxes (j = g + h + i) | $ _____ (j) |

"Form A.1
[*Subsection 5.4(2) of The Builders' Lien Act*]

**Notice of Non-payment – Owner to Contractor**

Name of owner: _____

Address: _____

Description of premises: _____

_____

_____

Name of contractor: _____

Address: _____

The owner disputes the proper invoice dated _____, 20_____, submitted to the owner by the contractor with respect to the improvement.

The owner will not pay the following amount payable under the invoice:

(*Use A or B, whichever is applicable*)

A. The full amount of the proper invoice, being $_____.

B. A portion of the amount of the proper invoice, being $_____.

The reasons for non-payment are as follows:

Date: _____ _____

(Owner)

# Statutory Declaration
## of Progress Payment Distribution by Contractor

Standard Construction Document

**CCDC 9A - 2001**

To be made by the Contractor **prior to payment** when required as a condition for either:

- ☐ second and subsequent progress payments; or
- ☐ release of holdback.

The last application for progress payment for which the Declarant has received payment is No. _____
dated the _____ day of _____,
in the year _____.

**Identification of Contract**

Name of Contract (Location and description of the Work as it appears in the Contract Documents)

Date of Contract: _____ (*Day*) _____ (*Month*) _____ (*Year*)

Name of Owner

Name of Contractor

**Identification of Declarant**

Name of Declarant

Position or Title (of office held with Contractor)

**Declaration**

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

1) holdback monies properly retained,
2) payments deferred by agreement, or
3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in _____
*City/Town and Province*

this _____ day of _____, in the year _____.

_____
*Signature of Declarant*

_____
*(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)*

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

Apply a CCDC 9 copyright seal here.

*Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9A - 2001.*

CCDC Copyright 2001
Canadian Construction Documents Committee

## SUPPLEMENTAL INSTRUCTION

Consultant: _____ Instruction number: _____
Contractor: _____ Date: _____
Owner: _____ Reference number(s): _____
Work: _____
*title and location*

The following instruction is issued to the Contractor in accordance with the CCDC Contract the Supplementary Provisions, Proceeding with work in accordance with these instructions indicates the Contractor's acknowledgment that there will be no change in the Contract Price and Contract Time. If the Contractor believes that his instruction affects the Contract Price or Contract Time, the Contractor shall promptly notify the Consultant.

**Description:**

Issued by the Consultant:

_____ _____
*name and title of person signing* *signature*

Distributed to:

# CHANGE DIRECTIVE

Consultant: _____ Change Directive number: _____

Contractor: _____ Date: _____

Owner: Reference number(s): _

Work: _____
*title and location*

As provided in the CCDC Contract and Supplementary Provisions, the *Owner* directs the *Contractor* to make the following changes in the *Contract*. The adjustment to *Contract Price* will be establishedand adjustment to *Contract Time* will be established according to the provisionsof the CCDC Contract and the Supplementary Provisions.

**Description**:

**Prepared by the Consultant**

| *nameandtitle of personsigning* | *signature* | *date* |
|---|---|---|

**Issued by the Owner**

| *name and title of person signing* | *signature* | *date* |
|---|---|---|

**Acknowledged by the Contractor**

| *name and title of person signing* | *signature* | *date* |
|---|---|---|

## PROPOSED CHANGE

Consultant: _____ Proposed Change number: _____

Contractor: _____ Date: _____

Owner: Reference number(s): ___

Work: _____
*title and location*

Pursuant to the CCDC Contract and the Supplementary Provisions, indicate within __ days of the above date the changes to the *Contract Price* and *Contract Time* for the following proposed change in the *Work*. Do **not** proceed with the change without a *Change Order* or *Change Directive* authorizing a change in the *Work*.

**Description:**

Issued by the Consultant:

_____ _____
name and title of person signing signature

Distributed to:

## CHANGE ORDER

Consultant: _____ Proposed Change number: _____

Contractor: _____ Date: _____

Owner: Reference number(s): ___

Work: _____
*title and location*

Pursuant to the CCDC Contract and the Supplementary Provisions, the following is an amendment to the *Contract* stating the agreement between the *Owner* and the *Contractor* upon achange in the *Work* and the adjustments in the *Contract Price* and *Contract Time*.

**Description**:

The contingency allowance is increased/decreased bythesum of $ _____

The *Contract Price* is increased/decreased by the sum of $ _____

The *Contract Time* is increased/decreased by_____ *WorkingDays*

**Recommended by the Consultant**

| *nameandtitle of personsigning* | *signature* | *date* |
|---|---|---|

**Approved by the Owner**

| *name and title of person signing* | *signature* | *date* |
|---|---|---|

**Approved by the Contractor**

| *name and title of person signing* | *signature* | *date* |
|---|---|---|

## SUMMARYOFCHANGES

| Reference Proposed Change or Change Directive | Description | Contractor's Proposal for a Change in | | Change Order Number | Date of Change Order | Value of Change Order | Contract Time | Remarks |
|---|---|---|---|---|---|---|---|---|
| | | Contract Price Increase (Decrease) | Contract Time Increase (Decrease) | | | | | |
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## COMBINED PROPOSED CHANGE AND CHANGE ORDER

Consultant: _____ Proposed Change number: _____

Contractor: _____ Date: _____

Owner: Reference number(s): ___

Work: _____
*title and location*

Pursuant to the CCDC Contract and Supplementary Provisions, indicate within _days of the above-noted date the changes to the *Contract Price* and *Contract Time* for the followingproposed change in the *Work*. Do **not** proceed with the changes until this form has been signedby the *Owner*.

Description:

**Prepared by the Consultant**

_____ _____
*nameandtitle of personsigning* *signature*

**Contractor's Proposal**

The contingency allowance is increased/decreased by the sum of $_____

The *Contract Price* is increased/decreased by the sum of $_____

The *Contract Time* is increased/decreased by_____*Working Days*

**Proposed by the Contractor**

_____ _____ _____
*name and title of person signing* *signature* *date*

**Prepared by the Consultant**

_____ _____ _____
*nameandtitle of personsigning* *signature* *date*

**Issued by the Owner**

_____ _____ _____
*name and title of person signing* *signature* *date*

**Acknowledged by the Contractor**

_____ _____ _____
*name and title of person signing* *signature* *date*

# NOTICE

From: _____
*Owner / Contractor / Consultant **

To: _____ Address: _____
*Owner / Contractor / Consultant **

Work: _____
*title and location*

Pursuant to the Appropriate Article titled RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING and General Conditions of the CCDC *Contract and Supplementary Provisions*

dated: _____

between: _____

and: _____

notice is hereby given that: (*Particulars*)

Issued by the Contractor/Owner/Consultant*:

_____ _____
*name and title of person signing* *signature*

Distributed to:

** strike out as appropriate*

Form C.1

CERTIFICATE OF SUBSTANTIAL PERFORMANCE OF CONTRACT

(Subsection 41(1.3) of The Builders' Lien Act)

This is to certify that the subcontract in the amount of $_____ in relation to the following services or
(State amount of contract)

materials: _____
(Short description of services or materials)

to the following improvement: _____

_____
(Short description of improvement)

to the following land: _____

_____
(Civic address of land or legal description)

is substantially performed.

CONTRACTOR: We certify that the contract described above has been substantially performed.

| | |
|---|---|
| Name of Contractor | Authorized Signature |
| Address | Day/Month/Year |

PAYMENT CERTIFIER: We certify that we have examined and verified that the contract described above is substantially performed.

| | |
|---|---|
| Day/Month/Year | (Payment certifier, if any) |
| (If no payment certifier, certificate must be signed by owner) | Owner |

Name of Owner: _____

Address for Service: _____

Name of Payment Certifier: _____
(Where there is a payment certifier)

Address of Payment Certifier: _____
(Where there is a payment certifier)

## WARRANTY NOTICE

From: _____ Notice number: _____
*Owner / Consultant **

To: _____ Address: ____
*Contractor*

Work: _____
*title and location*

Pursuant to the CCDC Contract and the Supplementary Provisions

dated: _____

between: _____

and: _____

notice is hereby given of an observed defect or deficiency in the *Work* as outlined below. Commence correction of the said defect or deficiency within __days and notify the *Owner* and *Consultant* upon completion.

**Description:**

Issued by the Owner/Consultant*:

_____ _____
*name and title of person signing* *signature*

Distributed to:

*** strike out as appropriate***

# PRODUCT WARRANTY NOTICE

From: _____ Notice number: _____
*Owner / Consultant **

To: _____ Address: _____
*Contractor*

Work: _____
*title and location*

Pursuant to your *Product* warranty dated_____notice is hereby given of an observeddefector deficiency in the *Product* as described below. Please respond within _____days.

Description:

Issued by the Owner/Consultant*:

_____ _____
*name and title of person signing* *signature*

Distributed to:

*** strike out as appropriate***

Standard Construction Document

# PERFORMANCE BOND

CCDC 221 - 2002

No._____ Bond Amount$_____

_____as Principal, hereinafter called the Principal, and

_____a corporation created and existing under the laws of _____

and duly authorized to transact the business of Suretyship in_____as Surety, hereinafter

called the Surety, are held and firmly bound unto _____as

Obligee, hereinafter called the Obligee, in the amount of _____Dollars ($ ) lawful money of

Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated_____day of_____, in the year_____ _

for _____

_____

hereinafter referred to as the Contract.

The condition of this obligation is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety shall promptly:

1) remedy the default, or;
2) complete the Contract in accordance with its terms and conditions or;
3) obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its terms and conditions and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay to complete the Principal's obligations in accordance with the terms and conditions of the Contract and to pay those expenses incurred by the Obligee as a result of the Principal's default relating directly to the performance of the work under the Contract, less the balance of the Contract price; but not exceeding the Bond Amount. The balance of the Contract price is the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal, or;
4) pay the Obligee the lesser of (1) the Bond Amount or (2) the Obligee's proposed cost of completion, less the balance of Contract price.

It is a condition of this bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of (l) the date of Substantial Performance of the Contract as defined in the lien legislation where the work under the Contract is taking place, or, if no such definition exists, the date when the work is ready for use or is peing used for the purpose intended, or (2) the date on which the Principal is declared in default by the Obligee.

The Surety shall not be liable for a greater sum than the Bond Amount.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

**IN WITNESS WHEREOF,** the Principal and the Surety have Signed and Sealed this Bond dated__day of_____ in the year_____

SIGNED and SEALED

Principal

in the presence of

_____
*Signature*

ATTORNEY IN FACT

_____
*Name of person signing*

Surety

_____
*Signature*

_____
*Name of person signing*

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(CCDC 221 - 2002 has been approved by the Surety Association of Canada)

Standard Construction Document

# LABOUR & MATERIAL PAYMENT BOND (Trustee Form)

CCDC 222 - 2002

**No.** _____ Bond Amount$_____

_____ as Principal, hereinafter called the Principal, and

_____ a corporation created and existing under the laws of _____ and duly authorized to transact the business of Suretyship in _____ as Surety, hereinafter called the Surety, are held and firmly bound unto _____ as Obligee, hereinafter called the Obligee, in the amount of _____

_____ dollars ($ _____ )lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jo intly and severally.

**WHEREAS,** the Principal has entered into a written contract with the Obligee, dated _____ day of _____ ,in the year _____ _ for _____

_____

in accordance with the Contract Documents submitted, and which are by reference made part hereof and are hereinafter referred to as the Contract.

The Condition of this obligation is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

I. A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipmen t for the period during which the equipment was used in the performance of the Contract. The prevailing industrial rental value of equipment shall be deter mined, insofar as it is practical to do so, by the prevailing rates in the equipment marketplace in which the work is taking place.

2. The Principal and the Surety, hereby jointly and severally agree with the Obligee, as Trustee, that every Claimant who has not been paid as provided for under the terms of its contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of its contract with the Principal and have execution thereon. Provided that the Obligee is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants, or any of them, who take such act, action or proceeding shall indemnify and save harmless the Obligee aga inst all costs, charges and expenses or liabilities incmTed thereon and any loss or damage resulting to the Obligee by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them may use the name of the Obligee to sue on and enforce the provisions of this Bond.

3. It is a condition precedent to the liability of the Surety under this Bond that such Claimant shall have given written notice as hereinafter set forth to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed, and that such Claima nt shall have brought suit or action in accordance with this Bond, as set out in sub-clauses 3 (b) and 3 (c) below, Accordingly, no suit or action shall be commenced hereunder by any Claimant:

   a) unless such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Obligee, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or Territory in which the subject matter of the Contract is located. Such notice shall be given.

# CCDC 222 - 2002

i) in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under the lien Legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal;

ii) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal;

b) after the expiration of one (I) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract;

c) other than in a Court of competent jurisdiction in the Province or Territory in which the work described in the Contract is to be installed or delivered as the case may be and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.

4. The Surety agrees not to take advantage of Article 2365 of the Civil Code of the Province of Quebec in the event that, by an act or an omission of a Claimant, the Surety can no longer be subrogated in the rights, hypothec and privileges of said Claimant.

5. Any material change in the contract between the Principal and the Obligee shall not prejudice the rights or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.

6. The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of claims made under the applicable lien legislation or legislation relating to legal hypothecs, whether or not such claim is presented under and against this Bond.

7. The Surety shall not be liable for a greater sum than the Bond Amount.

**IN WITNESS WHEREOF,** the Principal and the Surety have Signed and Sealed this Bond dated day of _____ in the year _____

SIGNED and SEALED

Principal

in the presence of

_____
*Signature*

ATTORNEY IN FACT

_____
*Name of person signing*

Surety

_____
*Signature*

_____
*Name of person signing*

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Canadian Construction Documents Committee

(CCDC 222 - 2002 has been approved by the Surety Association of Canada)

## Part 1 General

### 1.1 Certificate of Insurance

.1 Before commencing any Work under the Contract, Contractor will deliver to Owner a certificate of insurance verifying the Contractor has insurance coverage meeting all requirements in Section 00 73 16 Insurance Requirements.

.2 This section shall be replaced with the Contractor's certificate of insurance meeting all requirements in Section 00 73 16 Insurance Requirements in the executed contract.

## Part 2 Products

### 2.1 Not Used

.1 Not Used

## Part 3 Execution

### 3.1 Not Used

.1 Not Used

**END OF SECTION**

## Part 1 General

### 1.1 RELATED REQUIREMENTS

.1 Section 01 33 00 Submittals

.2 Section 01 32 16 Construction Progress Schedule

.3 Section 01 32 16.19 Construction Progress Schedule – Bar (Gantt) Chart

### 1.2 WORK PLAN SCHEDULE

.1 The following is a preliminary estimate of the schedule of Work for this Contract. A detailed schedule will be submitted in accordance with the requirements of Section 01 33 00 – Submittals, Section 01 32 16 – Construction Progress Schedule and Section 01 32 16.19 Construction Progress Schedule – Bar (Gantt) Chart.

.2 Using a Gantt Chart format with a tentative start date and the contract completions date as the limits for the schedule.

.3 Include all required criteria and where required clearly indicate specified criteria as noted and described in the Contract Documents.

.4 The Work within a phase shall follow the description as set out in Section 01 11 00 – Summary of Work, Contract Documents, drawings and specifications. The schedule shall be based on the above noted information and be identified in the schedule for sequence, dependencies and critical path.

.5 The schedule has to be provided in the specified formatas per the example provided in Part 2 – Gantt Chart Sample.

.6 The schedule shall also include a Covid-19 mitigation plan around the limitations of the Covid-19 safety measures as required. In this plan the Proponent shall indicate whether Covid-19 may affect the start date of the Project, (indicate how much), their plan to mitigate delays before and during the Work such as availability of staff (including subcontractors).

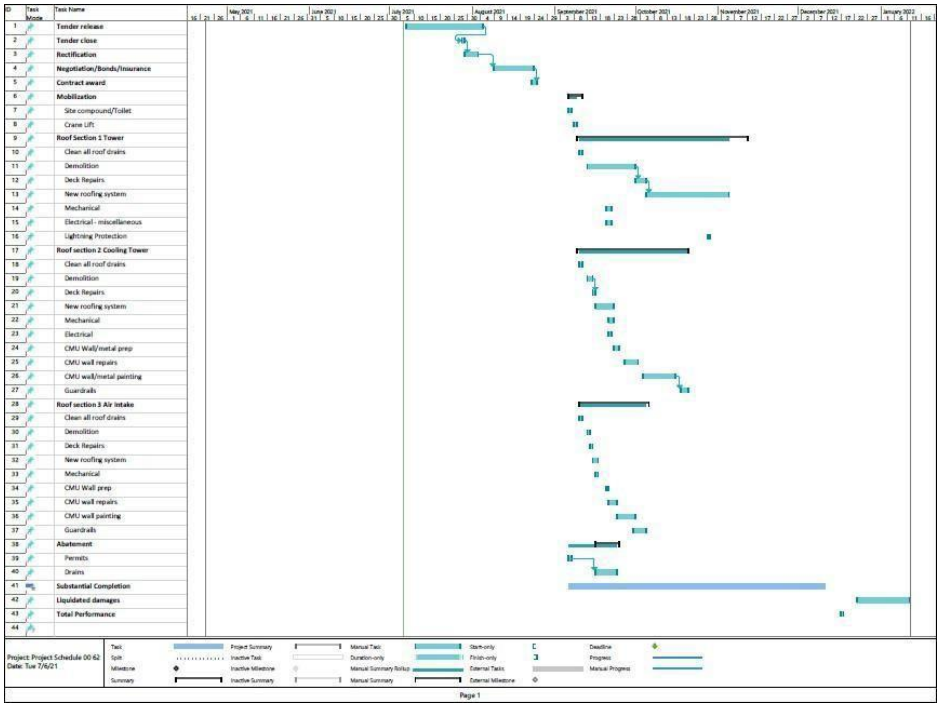
.7 Indicate material availability, supplies, etc. indicating associated lead-time and how this will impact meeting the construction milestones noted throughout the contract documents.

.8 Phases must include major activities such as replacement of roofing, Masonry Contractor RFP, Tyndal stone parapet masonry conservation, brick masonry conservation, patching, repairs, painting, abatement, inspections, material deliveries, etc.

.9 Task durations must be realistic and achieveable as the submitted schedule shall be used for the basis of the Work upon execution of the contract.

## Part 2 Sample Gantt Chart

Notes:




1. Tasks are for example only and not limited to what is shown in the example Gantt chart shown above.
2. Progress payments will be based on receipt of a construction schedule acceptable to the Engineer and Owner, Section 01 32 16 – Construction Progress Schedule Part 1 Schedule 1.1.13.

## Part 3 Products

### 3.1 NOT USED

.1 Not Used

## Part 4 Execution

### 4.1 NOT USED

.1 Not Used

**END OF SECTION**

## Part 1 General

### 1.1 INSURANCE

.1 The Contractor shall, without limiting any of its obligations and liabilities, procure and maintain and pay for the following insurance coverages, at its own expense, with respect to and for the duration of the Contract.

.2 The Contractor shall be responsible to ensure its Subcontractors, Consultants and Engineers procure and maintain, at their cost, equivalent insurance. The terms of the insurance shall cover the Contractor's insurable obligations under this Contract, including the following minimum insurance coverages:

.1 Commercial General Liability insurance, with a minimum limit not less than $5,000,000 for each occurrence of personal injury, bodily injury (and death) and property damage, including:

.1 Non-Owned Automobile Liability
.2 City of Regina as Additional Insured
.3 Waiver of Subrogation
.4 Contractual Liability
.5 Cross Liability or Severability of interest
.6 Sudden & Accidental Pollution
.7 Broad form Property Damage

.2 Automobile Liability Insurance covering all motor vehicles owned and non-owned, operated or licensed by Contractor with a minimum bodily injury and property damage limit of $2,000,000 inclusive;

.3 Broad Form Property Insurance covering loss of or damage to property and equipment of Contractor or for which Contractor is legally liable or responsible used in performance of the Work for the full replacement value in the joint names of the Contractor, the Owner and Consultant. The policy shall include all Subcontractors as insureds.

.4 In addition to the Contractor's operational insurance requirements, that Contractor shall procure and maintain Project Insurance, at its cost, for its benefit and the benefit of the Owner, Contractor, Consultants and Subcontractors naming each as insured parties.

.5 Project Wrap-Up General Liability insurance insuring against third party claims arising out of the Work. The policy shall be in the joint names of the Contractor, the Owner, the Consultant, and any and all subcontractors and subconsultants involved in the Work. The policy will provide a combined single limit of not less than $2,000,000 for each occurrence involving bodily injury, death or property damage and in the aggregate for products and completed operations only. The policy shall include, and not limited to, the following coverage and clauses:

.1 Products and completed operations including twenty four (24) months extension beyond Substantial Performance of the Work.
.2 Non-owned automobile liability including legal liability for damage to hired automobiles.

.3 Cross liability/ Severability of interest clause and a waiver of subrogation in favour of each of the insureds.
.4 Broad form in respect to property damage, completed operations and products.
.5 Blanket Contractual Liability
.6 Employers Liability
.7 Waiver of Subrogation
.8 No exclusionary language for existing property not forming part of the project.
.9 Sudden & accidental pollution as per IBC 2313 or similar wording
.10 Blasting, demolition, pile driving, caisson work or tunneling, as applicable
.11 Elevator and hoist liability
.12 Towing/on hook (riggers liability) coverage
.13 Loading and unloading;

.6 All Risks Course of Construction Property Insurance (Builders Risk). The policy shall be in the joint names of the Contractor, the Owner, the Consultant, and any and all subcontractors and subconsultants involved in the Work insuring direct physical loss or damage to materials, equipment, machinery, supplies, including mechanical and electrical breakdown and other property intended to be permanently incorporated in the Works. Coverage shall apply to such property while it is located at the Site or located at temporary off-site storage or staging areas, or while in land-based transit to the Site within the continental United States and Canada. Coverage shall be written on an “all risk” form for direct physical damage. Limits under this insurance shall not be less than 100% of the contract value of the Works and full replacement cost for the Facility and the Existing Facilities for physical damage to property and related expenses.

.7 Contractors Pollution Liability insurance including coverage for asbestos and mold liability, non-owned disposal sites and the transportation of materials hauled for the legal liability of the General Contractor and/or Construction Manager, its employees, subcontractors and agents arising out of or in connection with any Works or Services as specified in the Contract for an amount not less than $2,000,000 any one occurrence. If the insurance policy is on a “claims made and notified” basis, the Contractor must continue to either maintain the insurance policy for a period of at least 3 years for an amount not less than $5,000,000 any one claim and $10,000,000 for all claims in the aggregate during any one 12 month period of insurance;

.3 If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

.4 The insurance provided by Contractor pursuant to this Contract shall be provided in accordance with the following terms and conditions:

.1 All insurance maintained by Contractor will be primary insurance and not contingent or excess of insurance carried by any other party;

.2 Such policies stated above in 1.1.2.1 Commercial General Liability; 1.1.2.5 Project Wrap-Up General Liability and 1.1.2.6 All Risk Course of Construction Property Insurance shall provide endorsement or otherwise that insurers waive their rights of subrogation against Owner and all persons with whom Owner may be participating;

.3 The Owner shall be added as Additional Insured on all policies indicates, except Professional Liability, and Automobile Liability;

.4 Such policies shall, where appropriate, provide that a thirty (30) day written notice shall be given to Owner prior to any cancellation of any such policy or policies;

.5 The Contractor shall provide the Owner with a duly authorized certificate of insurance, in duplicate, within ten (10) days of signing the Contract;

.6 Insurance is to be placed with insurers authorized to conduct business in the Province of Saskatchewan with a current A.M. Best's rating of no less than A or better;

.7 Subject to the other provisions of the Contract, Contractor shall provide any other insurance which it is required by law to provide, as well and other insurance as may, from time to time, be requested by Owner;

.8 Contractor shall be responsible for any deductibles or self-insured retentions;

.9 The Contractor shall, without limiting any of its obligations and liabilities, procure and maintain at its own expense, with respect to and for the duration of the Contract the following insurance.

.1 The Contractor shall be responsible to ensure its Subcontractors, Consultants and Engineers procure and maintain at their cost equivalent insurance, except for Project Wrap-Up General Liability insurance and All Risk Course of Construction insurance. The terms of insurance shall cover the Contractor's insurable obligations under this Agreement, including the following minimum coverages.

.1 Workers' Compensation to the full extent required in the jurisdiction in which the Work is being performed and wherever Contractor's personnel contracts of employment are made or expressed to be made; for any deductibles or self-insured retentions;

.10 The Contractor agrees, to hold an active employer's account and be in good standing with the Saskatchewan Worker's Compensation Board for the duration of the Contract; and

.11 Before commencing any Work under the Contract, Contractor shall deliver to the Owner a certificate from the appropriate Workers' Compensation Board showing Contractor has registered and is in good standing with such Board or Commission.

**Part 2 Products**

**2.1 NOT USED**

.1 Not Used

**Part 3 Execution**

**3.1 NOT USED**

.1 Not Used

**END OF SECTION**

ADDENDUM NUMBER: [ ]

DATE: [ ]

PROJECT NAME: [ ]

PROJECT NO. [ ]

This addendum consists of [ ] pages and the following attachments:
[ ]: [ ] pages
[ ]: [ ] pages
[ ]: [ ] pages
[ ]: [ ] pages

The bid closing time is [not being extended] [is being extended as specified below].

This addendum forms part of the Bid and Contract Documents and modifies them as follows:

MODIFICATIONS TO PREVIOUSLY ISSUED ADDENDA

1. Addendum item [ ]:
   .1

SPECIFICATIONS

2. Specification Section [ ] - [ ]
   .1
   .2

3. Specification Section [ ] - [ ]
   .1

4. Specification Section [ ] - [ ]
   .1

DRAWINGS

5. Architectural Drawing [ ] - [ ]

   .1

6. Mechanical Drawing [ ] - [ ]

   .1

7. Electrical Drawing [ ] - [ ]

   .1

CLARIFICATIONS TO SOLICITIATION DOCUMENT
The following is a list of Contractor submitted questions and the associated City of Regina response. Firm names have been removed however the wording of the questions is otherwise identical as received.

**Question 1:**

**Answer 1:**

END OF ADDENDUM No. [ ]

## Part 1 General

### 1.1 RELATED REQUIREMENTS

.1 Section 00 62 86 - Work Plan Schedule

.2 Section 01 32 16 - Construction Progress Schedule

.3 Section 01 32 16.19 - Construction Progress Schedule – Bar (Gantt) Chart

.4 Section 01 35 23 - Owner Safety Requirements

.5 Section 01 35 43 - Environmental Procedures

.6 Section 01 50 00 - Temporary Facilities

.7 Section 01 52 00 - Construction Facilities

.8 Section 01 56 00 - Temporary Barriers and Enclosures

.9 Section 01 74 19 - Waste Management and Disposal

### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

.1 Work of this Contract comprises replacement of roof systems, located at:

.1 Windsor Park Maintenance Depot, is located at 3800 Cumberland Road East

.2 Parks Maintenance Depot No. 3 South West Building, is located at 4445 13th Avenue

### 1.3 CONTRACT METHOD

.1 Construct Work under CCDC 2 – Stipulated Price contract

### 1.4 SUBMITTALS

.1 Submit in accordance with Section 01 33 00 - Submittal Procedures.

.2 Submit Project construction progress schedule in accordance with Section 00 62 86 - Work Plan Schedule, Section 01 32 16 - Construction Progress Schedule and Section 01 32 16.19 - Construction Progress Schedule – Bar (Gantt) Chart.

.3 Sustainable Design Submittals:

.1 Construction Waste Management – Section 01 74 19 – Waste Management and Disposal:

.1 Submit project Waste Management Plan highlighting recycling and salvage requirements.

.2 Submit calculations on end-of-project recycling rates, salvage rates, and landfill rates demonstrating 50 of construction wastes recycled or salvaged.

.4 Submit site-specific and Work Plan Health and Safety Planning accordance with Section 01 35 23 – Owner Safety Requirements.

### 1.5 WORK BY OWNER

.1 The Owner will apply for and pay for the building permit and provide a complete copy to the successful contractor.

.2 The Owner will operate all existing valves and all hydrants. Note: Some leakage past existing valves must be expected and accommodated.

.3 Coordinate and provide access to the facility for use by the Contractor before or after normal hours of work. All hazardous material waste removal shall be completed before or after hours when the building is not occupied.

.4 Coordinate and provide access passes and keys for the Contractor and subcontractors to access the facility during construction.

.5 Coordinate and provide access to water and power to complete the work of the contract.

**1.6 WORK BY OTHERS**

.5 Co-operate with other contractors in carrying out their respective works and carry out instructions from Consultant.

.6 Co-ordinate work with other contractors. If any part of work under this Contract depends for its proper execution or result upon work of another contractor, report promptly to Consultant, in writing, any defects which may interfere with proper execution of Work.

.7 Verify work of Project executed before start of Work of this Contract, and which is specifically excluded from this Contract:

.1 None.

.8 Verify work of Project which will be executed after completion of Work covered under this Contract, and which is specifically excluded from this Contract:

.1 None.

**1.7 FUTURE WORK**

.1 None.

**1.8 WORK SEQUENCE**

.1 Construct Work in stages to accommodate Owner's continued use of premises during construction.

.2 Co-ordinate Progress Schedule with Owner Occupancy during construction.

.3 Construct Work in stages pre-approved by Owner and Consultant which will allow for continuous usage. New areas of the facility shall not be closed off or impacted until the previous stage of construction is completed, and alternative access has been established by the Owner.

.4 Required stages:

.1 Provide for continuous Operations and Maintenance staff usage and access to equipment and building systems located within the Work area.

.5 Maintain fire access/control.

.6 Protect workers and public safety.

**1.9 CONTRACTOR USE OF PREMISES**

.1 Unrestricted use of site until Substantial Performance.

.2 Limit use of premises for Work, for storage, and for access to allow:

.1 Owner occupancy.

.2 Partial owner occupancy.

.3 Public usage.

.4 Ascertain and adhere to boundaries of Place of Work within which the Work must be confined as per the phasing drawings. Contractor shall limit use of the project site and existing facilities to allow normal operations of other parts of the facility not subject to the Work of this Contract.

.3 Co-ordinate use of premises under direction of Consultant.

.4 Obtain and pay for use of additional storage or work areas needed for operations under this Contract.

.5 Refer to Section 1 50 00 – Temporary Facilities, 01 51 00 - Temporary Utilities, Section 01 52 00 - Construction Facilities and Section 01 56 00 - Temporary Barriers and Enclosures, for temporary facilities, access roads and parking areas, traffic regulations, and utilities.

.6 Remove or alter existing work to prevent injury or damage to portions of existing work which remain.

.7 Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as directed by Consultant.

.8 Ensure that operations conditions of exiting work at completion are still the same, equal to or better than that which existed before new work started.

.9 Provide Owner and Consultant a minimum of 72 hours' notice of any required temporary interruption of utilities or systems. DO NOT interrupt life safety systems, including fire alarm and sprinklers. Limit interruptions to afterhours period and at Owner's approval. Work during non-standard hours may be required to accommodate.

.10 Preserve and maintain fire exits and corridors.

.11 Contractor is not permitted to use public or employee washroom facilities for the duration of the project.

.12 The Contractor shall be responsible for arrangements, scheduling and coordination of all Work by utility companies necessitated by the Work of this contract.

.13 The Contractor shall provide personnel assistance, traffic accommodation, protection and continuation of utility services required by the utility company concerned for the performance of their work.

.14 Obtain written authorization from the Engineer to enter private lands which are the subject of easements or rights-of-way obtained by the Owner. Ascertain and abide by all conditions pertaining to the use of such easements or rights-of-way.

.15 Five (5) working days prior to final inspection and issuing of certificate of Total Performance, obtain and submit to the Engineer signed releases from all Owners of lands affected by easements or rights-of-way. Releases must stipulate that all properties have been restored to an acceptable condition and that the Owners have no further claims in these respects. The Engineer will provide a standard Release Form. All associated documents will be incorporated into the Closeout Submittals – Section 01 78 00.

.16 The Contractor shall minimize any disruptions to facility operations and maintain the necessary safety zones (i.e., entry points, exit points and parking areas for the safety of patrons and staff). This includes the requirement for protective scaffolding over employee entry / exit points to deflect any potential falling objects.

.17 The Contractor shall provide necessary precautions such as wetting down, fencing, screening, chutes, etc. to prevent the spread of dust, debris and garbage from construction site to adjacent parking lots, buildings and vehicles. The Contractor shall keep clean all falling debris that occurs within the facilities during the time of construction.

.18 The Contractor shall repair or replace portions of existing work, landscaping, asphalt, etc. which have been altered or damaged during construction operations to match existing or adjoining work, as directed by the Owner/Engineer.

.19 The Contractor and sub-trades are prohibited from parking in any identified City employee parking stalls. All Contractor construction materials, equipment and vehicles must be within the designated construction zone areas unless authorized by Engineer and/or Owner.

.20 The Owner may at any time take possession of or use any completed or partially completed portion of the Work whether or not any stipulated time or date for completion of the Work has expired. The Owner's possession or use of any portion of the Work does not constitute acceptance of it under the Contract. If such prior use or possession can be demonstrated to have increased the cost or delayed the completion of the Work, the Contractor will be entitled to extra compensation and/or extension of Contract time as determined by the Engineer.

.21 Restrict equipment travel, storage of Product and construction operations to limits indicated by laws, ordinances, permits or as directed by the Engineer, so as to cause minimal interference with any use by the Owner or the general public. At all times keep the Place of Work clean and free of accumulations of waste material of any kind. Promptly dispose of waste material in accordance with local requirements.

.22 At the completion of the Work meticulously clean all portions and leave them in at least a "broom clean" condition unless more exacting requirements are specified in the Contract Documents.

**1.10 CONTROL OF WORK**

.1 Plan, direct, supervise and be responsible for means, methods, techniques, sequences, procedures and coordination of all aspects of the Work to ensure conformance with the Contract Documents.

.2 Perform all operations and provide all coordination required for the Work to come together properly and fit with or be received by the Work of any other Contract which is referenced in or may be reasonably inferred from the Contract Documents. Ensure that operations performed under the Contract in no way compromise or endanger the Work of any other Contractor.

.3 Bear responsibility for safety at the Place of Work and for complete compliance with rules, regulations and practices required under all applicable safety legislation.

.4 Bear responsibility for the design, erection, operation, maintenance and removal of all temporary structural and other facilities and the execution of construction methods required for their use. Engage and bear the cost for the services of registered professional engineering personnel skilled in the appropriate disciplines to perform these functions where required by law or by the Contract Documents.

.5 Bear no responsibility for any design or construction method for any temporary structural or other facility which is specified or shown within the Contract Documents. However, assume full responsibility for the safe and proper execution of such specified design and method.

**1.11 SUPERVISION**

.1 Employ a competent superintendent and necessary assistance satisfactory to the Engineer and that will be in attendance anytime that Work is being performed.

.2 Change of the person designated as superintendent may only be made for good reason and requires the prior consent of the Engineer.

.3 The superintendent is deemed to be the Contractor's representative and instruction given to the superintendent is deemed to be given to the Contractor.

**1.12 SUBCONTRACTOR**

.1 Be fully responsible for the preservation and protection of the rights of all parties under the Contract with respect to Work to be performed under Subcontract and:

.1 employ only those Subcontractors listed in the Form of Tender of the Contract Documents or as may be subsequently agreed to in writing by the Engineer. Section 00 43 36 Proposed Subcontractors and Suppliers Form.

.2 In the event that the Engineer requires the use of an alternate Subcontractor, the Contract price will be adjusted by the difference between the firm bid prices submitted to the Contractor by the rejected Subcontractor and the alternate Subcontractor.

.3 Nothing in the Contract Documents creates any form of contractual relationship between any Subcontractor and the Owner or Engineer.

**1.13 LABOUR AND PRODUCT**

.1 Maintain good order and discipline among all employees engaged on the Work. Employ only personnel who are qualified to perform the Work assigned to them. Immediately discharge any employee who commits nuisance, harassment, discrimination, illegal conduct or is found to be unable to properly perform the Work assigned to them.

**1.14 OWNER OCCUPANCY**

.1 Owner will occupy premises during entire construction period for execution of normal operations.

.2 Co-operate with Owner in scheduling operations to minimize conflict and to facilitate Owner usage.

**1.15 PARTIAL OWNER OCCUPANCY**

.1 Schedule and substantially complete designated portions of Work for Owner's occupancy prior to Substantial Performance of entire Work.

.2 Designated areas for Owner's occupancy are as follows:

.3 Execute Certificate of Substantial Performance for each designated portion of Work prior to Owner occupancy. Contractor shall allow:

.1 Access for Owner personnel.

.2 Use of parking facilities.

.3 Operation of HVAC and electrical systems.

.4 On occupancy, Owner will provide for occupied areas:

.1 Operation of HVAC and electrical systems.

.2 Maintenance.

.3 Security.

.5 Execute Partial Interim Certificate of Completion for each designated portion of Work prior to Owner occupancy. Contractor shall allow:

.1 Access for Owner personnel.

.2 Use of parking facilities.

.3 Operation of HVAC and electrical systems.

.6 Contractor shall allow:

.1 Access for Owner personnel.

.2 Use of parking facilities.

.3 Operation of HVAC and electrical systems.

.4 Allow for Public access to all areas associated with scheduled programming.

**1.2 PRE-ORDERED PRODUCTS OR PRE-BID WORK**

.1 None.

**1.3 PRE-PURCHASED EQUIPMENT**

.1 None.

**1.4 OWNER FURNISHED ITEMS**

.1 Owner Responsibilities:

.1 Arrange for delivery of shop drawings, product data, samples, manufacturer's instructions, and certificates to Contractor.

.2 Deliver supplier's bill of materials to Contractor.

.3 Arrange and pay for delivery to site in accordance with Progress Schedule.

.4 Inspect deliveries jointly with Contractor.

.5 Submit claims for transportation damage.

.6 Arrange for replacement of damaged, defective or missing items.

.7 Arrange for manufacturer's field services; arrange for and deliver manufacturer's warranties and bonds to Contractor.

.8 Provide Contractor access to the roof to undertake the Work of the contract.

.9 The Owner will provide temporary Contractor and subcontract access badges/keys to the Facility as required to complete the Work of the contract documents.

.10 The Owner will provide a laydown area.

.2 Contractor Responsibilities:

.1 Designate submittals and delivery date for each product in progress schedule.

.2 Review shop drawings, product data, samples, and other submittals. Submit to Consultant notification of observed discrepancies or problems anticipated due to non-conformance with Contract Documents.

.3 Receive and unload products on Site.

.4 Inspect deliveries jointly with Owner; record shortages, and damaged or defective items.

.5 Handle products on Site, including uncrating and storage.

.6 Protect products from damage, and from exposure to elements.

.7 Assemble, install, connect, adjust, and finish products.

.8 Provide installation inspections required by public authorities.

.9 Repair or replace items damaged by Contractor or subcontractor on site (under his control).

.2 Schedule of Owner furnished items:

.1 None.

## 1.5 ALTERATIONS, ADDITIONS OR REPAIRS TO EXISTING BUILDING

.1 Execute work with least possible interference or disturbance to building operations, occupants and normal use of premises. Arrange with Consultant and Owner to facilitate execution of work.

.2 Accept liability for damage, safety of equipment and overloading of existing equipment.

## 1.6 EXISTING SERVICES

.1 Notify, Consultant and utility companies of intended interruption of services and obtain required permission.

.2 Where Work involves breaking into or connecting to existing services, give Consultant and Owner 48 hours written notice for necessary interruption of mechanical or electrical service throughout course of work. Minimize duration of interruptions. Carry out work at times as directed by governing authorities with minimum disturbance to pedestrian, vehicular traffic and tenant operations.

.3 Provide alternative routes for personnel, pedestrian and vehicular traffic.

.4 Establish location and extent of service lines in area of work before starting Work. Notify Consultant of findings.

.5 Submit schedule 5 working days in advance of service impacts for approval by Consultant and Owner, for any shut-down or closure of active service or facility including power, life safety, and communications services. Adhere to approved schedule and provide notice to affected parties. Consultant will provide written approval to proceed within 2 working days of schedule submission.

.6 Consultant notification by Contractor is not to extend past 24 hours of encountering unknown service immediately advise.

.7 Provide temporary services when directed by Consultant to maintain critical building and tenant services.

.8 Provide adequate bridging over trenches which cross sidewalks or roads to permit normal traffic.

.9 Where unknown services are encountered, immediately advise Consultant and confirm findings in writing.

.10 Protect, relocate or maintain existing active services. When inactive services are encountered, cap off in manner approved by authorities having jurisdiction.

.11 Record locations of maintained, re-routed and abandoned service lines.

.12 Construct barriers, as required, in accordance with Section 01 56 00 - Temporary Barriers and Enclosures.

## 1.7 DOCUMENTS REQUIRED

.1 Maintain at job site, one copy of each document as follows:

.1 Contract Drawings.

.2 Specifications.

.3 Addenda.

.4 Reviewed Shop Drawings.

.5 List of Outstanding Shop Drawings.

.6 Change Orders.

.7 Other Modifications to Contract.

.8 Field Test Reports.

.9 Copy of most recently Approved Work Schedule.

.10 Health and Safety Plan and Other Safety Related Documents.

.11 Other documents as specified.

.1 Building permit.

.2 Test results

.3 Daily Job Safety Assessments (JSA) and safety specific tailgate safety discussions.

.4 Contractor's Site-Specific Safety Plan

.5 Contractor's Company Safety Manual

.6 Emergency Evacuation Plan

.7 Copy of Saskatchewan Employment Act including OH&S Regulations

## Part 2 Products

### 2.1 NOT USED

.1 Not used.

## Part 3 Execution

### 3.1 NOT USED

.1 Not used.

**END OF SECTION**

## Part 1 General

### 1.1 RELATED REQUIREMENTS

.1 Section 01 11 00 - Summary of Work

.2 Section 01 35 23 - Owner Safety Requirements

.3 Section 01 50 00 - Temporary Facilities

.4 Section 01 51 00 - Temporary Utilities

.5 Section 01 52 00 - Construction Facilities

.6 Section 01 56 00 - Temporary Barriers and Enclosures.

### 1.2 ACCESS AND EGRESS

.1 Design, construct and maintain temporary "access to" and "egress from" work areas, including stairs, runways, ramps or ladders and scaffolding, independent of finished surfaces and in accordance with relevant municipal, provincial and other regulations.

### 1.3 USE OF SITE AND FACILITIES

.1 Execute work with least possible interference or disturbance to normal use of premises. Make arrangements with Consultant and Owner to facilitate work as stated.

.2 Maintain existing services to building and provide for personnel and vehicle access.

.3 Where security is reduced by work provide temporary means to maintain security.

.4 Consultant will assign sanitary facilities for use by Contractor's personnel. Keep facilities clean.

.5 Closures: protect work temporarily until permanent enclosures are completed.

.6 Ascertain and adhere to phasing and boundaries within which the Work is to be confined as per direction from Consultant and Owner.

.7 The Owner will provide a site lay down area for the Contractor.

.8 The Contractor is not permitted to use the public or employee washrooms within the facilities other than those assigned by the Owner.

.9 Contractor is not allowed to use the on-site garbage disposal bin. The on-site bins are for the normal use and operation of the City of Regina.

.10 Accept liability for damage, safety of equipment and overloading of existing equipment.

### 1.4 ALTERATIONS, ADDITIONS OR REPAIRS TO EXISTING BUILDING

.1 Execute work with least possible interference or disturbance to building operations, occupants, public and normal use of premises. Arrange with Consultant to facilitate execution of work.

**1.5 EXISTING SERVICES**

.1 Notify, Consultant, Owner, and utility companies, 5 working days in advance of intended interruption of services and obtain required permission.

.2 Where Work involves breaking into or connecting to existing services, give Consultant 72 hours of notice for necessary interruption of mechanical or electrical service throughout course of work. Keep duration of interruptions minimum. Carry out interruptions after normal working hours of occupants, preferably on weekends.

.3 Provide for personnel, pedestrian and vehicular traffic.

.4 Construct barriers in accordance with Section 01 56 00 - Temporary Barriers and Enclosures.

**1.6 SPECIAL REQUIREMENTS**

.1 Carry out noise generating Work and other activities that will directly impact facility programming outside of the hours of Monday to Friday from 7:00 a.m. to 5:00 p.m.

.1 Work outside of the designated hours and on weekends and statutory holidays must be approved by the Consultant and Owner 2 working days in advance of the Work commencing.

.2 Submit schedule in accordance with Section 01 32 16 – Construction Progress Schedule within 10 calendar days of Notice of Award.

.3 Ensure Contractor's personnel employed on site become familiar with and obey regulations including safety, fire, traffic and security regulations.

.4 Keep within limits of work and avenues of ingress and egress.

.5 Deliver materials outside of 7:00 a.m. to 5:00 p.m. Monday to Friday unless otherwise approved by Consultant and Owner.

.1 Coordinate site access with Owner for major deliveries. Provide 3 working days’ notice for all major deliveries associated with the Work of this contract.

**1.7 SECURITY**

.1 Where security has been reduced by Work of Contract, provide temporary means to maintain security.

.2 The Contractor shall be responsible to maintain a security plan and manage security specific to the Project to ensure a secure worksite. The security plan should mitigate all forms of security incidents including, but not limited to: theft, workplace violence, trespassing, vandalism, graffiti and perimeter and access control breaches. The Contractor will be required to utilize patrols, on site security, security monitoring and lighting as required to ensure a secure worksite. The plan will need to include security incident reporting and response.

.3 The Contractor will take ownership of the extent of the construction area once approval has been given by the Owner. In addition, Construction fencing must be installed around each major construction area in order to prevent public and staff from entering these work areas.

.4 The Contractor shall establish and enforce reasonable rules and regulations with respect to the performance of the Work, or the presence of any other Contractors and all other persons at or in the vicinity of the place of the Work, and the protection of the ongoing operations at the Owner's facilities located at the place of the Work, including rules and regulations with respect to occupational safety and health programs or matters, environmental management, emergency response and evacuation, fire prevention, occupational safety and health audits, site security or requirements under the Site Rules. The Contractor agrees to comply, and to cause its employees and subcontractors, and their respective employees, as well as all other persons at the place of the Work, to comply with all such Site Rules.

.5 After consultation with the Contractor, the Owner shall have the right but not the obligation, from time to time, to establish and enforce reasonable rules and regulations with respect to the performance of any Work or the presence of the Contractor or any subcontractors at the place of the Work, and the protection of the ongoing operations at the Owner's facilities located at the place of the Work including rules and regulations with respect to occupational safety and health programs or matters, environmental management, emergency response and evacuation, fire prevention, occupational safety and health audits, site security or requirements under the Supplemental Site Rules. The Contractor agrees to comply, and to cause its employees and subcontractors, and their respective employees, as well as all other persons at the place of the Work, to comply with all such Supplemental Site Rules. The Contractor shall have the absolute authority to deny access to the place of the Work to any person (including other Contractor's and Owner's own forces) who is unwilling to comply with any applicable Site Rules or Supplemental Site Rules.

**1.8 BUILDING SMOKING ENVIRONMENT**

.1 Comply with smoking restrictions. Smoking is not permitted.

.1 Bidders are cautioned that the jobsite is a non-smoking site and shall make necessary allowances for observance by construction personnel. Any violation of or disregard to this site requirement by construction personnel is grounds for dismissal from site.

## Part 2 Products

**2.1 NOT USED**

.1 Not Used.

## Part 3 Execution

**3.1 NOT USED**

.1 Not Used.

**END OF SECTION**

## Part 1 General

### 1.1 RELATED REQUIREMENTS

.1 Section 01 23 00 Separate and Alternate Prices

.2 Section 01 25 00.01 Substitutions Form

### 1.2 REQUIREMENTS

.1 This section stipulates the pertinent requirements for Contractors to request Alternate products or methods to achieve Work stipulated in the Contract Documents.

.2 Where construction methods are specified, Contractors must submit a Total Tender Price using those methods. Contractors must submit their proposed alternate construction methods as described in section 1.3 Award/Selection of Alternates below. The Owner will evaluate the proposed alternate following the opening of tenders.

.3 No modification will be approved for the time for completion of the Work as offered in the Form of Tender if an alternate method is used unless an additional time requirement is specifically reserved by the Contractor with his proposal for that alternate.

.4 The Owner reserves the right to accept or reject all or any alternate methods proposed.

### 1.3 AWARD/SELECTION OF ALTERNATE CONSTRUCTION METHODS

.1 If a Contractor proposes to use methods other than those specified in addition to the base bid, the Contractor must submit a full description of the proposed alternate together with applicable Total Tender Price and/or completion time variation using Alternate Construction Methods Form – Section 01 25 00.01. Information about the alternate construction method must be included with the Form of Tender.

.2 Provide all information, documentation and technical detail required to assess the alternate with the Tender. The Owner will evaluate the proposed alternate following the opening of tenders.

.3 Bids will be evaluated on Base Bid or the Base Bid plus Separate and Alternate Prices in accordance with section 01 23 00 to determine the preferred Contractor. After determination of preferred Contractor, consideration will be given to Alternate Construction Methods and Bid Price adjustments related to the proposed Alternate Construction Methods.

.4 The Contractor will be expected to co-ordinate affected related Work and modify surrounding Work to integrate Work under each Alternate Construction Method accepted.

## Part 2 Products

### 2.1 ALTERNATE PRODUCTS

.1 Contractor may submit tenders based on the use of alternate Product subject to the conditions set out in this article.

.2 Product manufacturers or their authorized representatives must submit applications for approval of alternates to the Consultant not less than seven (7) calendar days prior to the tender closing date, unless otherwise specified. Applications received outside of the specified period will not be considered.

.3 A separate application is required for each specific Product being proposed as an alternate. Application must be in writing using Alternate construction Method Form – Section 01 25 00.01 and make clear reference to the Section number where the item is specified. With each application for approval submit at least four (4) complete copies of specifications and drawings fully describing the alternate Product. Illustrative catalogue pages alone are not acceptable submissions and will be rejected without review.

.4 The Consultant reserves the right to accept or reject all or any alternate Product offered. Brand names and figure/model numbers of Product specified are acceptable to the Consultant and require no further approval.

.5 If alternate Product is approved for the purposes of the tender, an addendum will be issued.

## Part 3 Execution

### 3.1 NOT USED

.1 Not Used.

**END OF SECTION**

Project Description: Multi Roof Replacement

File Number: 26-00343

## Part 1 General

### 1.1 ALTERNATE CONSTRUCTION METHODS

.1 Use this form to submit Alternate Construction Methods along with the Form of Tender prior to the Submission Deadline.

No alternate methods are proposed for this Contract □ _____(initials)

We hereby submit the following proposed alternate construction method for consideration for use in performing the Work of the Contract. (list the corresponding Division, Section, or Subsection of the Contract Documents for each alternate). Provide a complete description of each alternate method, its advantages and possible risks along with the price variation from the method specified in the Contract Documents.

| Division/Section Subsection | Description of Alternate Construction Method | Price Variation (Addition or Deduction from Base Bid Price) |
|---|---|---|
| | | |

(Use additional sheets as necessary)

## Part 2 Products

### 2.1 ALTERNATE PRODUCTS

.1 Use this form to submit requests for use of Alternate Products in accordance with Section 01 25 00 – Alternate Construction Methods.

We hereby submit the following proposed alternate products for consideration for use in performing the Work. (list the corresponding Division, Section, or Subsection of the Contract Documents for each alternate). Provide a complete description of each alternate product, its advantages, and possible risks along with the price variation from the products specified in the Contract Documents.

| Division/Section Subsection | Description of Alternate Product | Price Variation (Addition or Deduction from Base Bid Price) |
|---|---|---|
| | | |

## Part 3 Execution

### 3.1 Not Used

.1 Not Used

**END OF SECTION**

## Part 1 General

### 1.1 REFERENCE STANDARDS

.1 Canadian Construction Documents Committee (CCDC)

.2 CCDC 2, Stipulated Price Contract, and CCDC 2 Supplementary Provisions -

.3 City of Regina.

.4 Section 00 60 00 Project Forms

.5 Section 01 31 19 Project Meetings

.6 Section 01 32 16 Construction Progress Schedule

.7 Section 01 33 00 Submittal Procedures

### 1.2 APPLICATIONS FOR PROGRESS PAYMENT

.1 Refer to CCDC 2, Stipulated Price Contract, and CCDC 2 Supplementary Provisions - City of Regina.

.2 No payment shall be made prior to completion of Contract execution by both parties and all requisite bonds and insurance have been submitted and approved.

.3 Make separate applications for payment on account as provided in Agreement as Work progresses.

.4 Date applications for payment last day of agreed monthly payment period and ensure amount claimed is for value, proportionate to amount of Contract, of Work performed and Products delivered to Place of Work at that date.

.5 Submit to Consultant for approval, at least 15 calendar days before first application for payment an itemized Schedule of Values for parts of Work, aggregating total amount of Contract Price, to facilitate evaluation of applications for payment.

.6 The Engineer will evaluate the Contractor’s application for payment and determine the amount to be paid. The Engineer will immediately advise the Contractor if apparent discrepancies or incomplete submittals or sight the claim and forward to the Owner for payment. The Engineer will act as the payment certifier for purposes of The Builders’ Lien Act.

.7 If the Engineer amends application, the Engineer will give notification in writing giving reasons for amendment.

.8 Payment will be subject to holdback in accordance with The Builders’ Lien Act whether some or all of the Work falls within the scope of the legislation. Release of holdback monies will be made by the Owner only after the Contractor has fulfilled all requirements set out in this Section.

.9 At the end of each month prepare a progress claim for all Work and authorized changes in the Work completed within that month and submit it to the Engineer for review and certification.

.10 Submit a progress claim to the Consultant for the work of the previous month within five (5) calendar days after the end of that month.

.11 The Engineer will issue to Owner, no later than ten (10) calendar days after receipt of an application for payment, certificate for payment in amount applied for or in such other amount as Consultant determines to be properly due.

.12 Provide documentation to substantiate claim for materials held on site. Provide any other documentation required by Engineer to support the progress claim including Statutory Declaration of progress payment, Provincial Sales tax (PST) clearance letter and Workers Compensation (WCB) clearance letter.

.13 Except in respect of the final progress payment, the total amount certified by the Engineer as payable for each monthly submission will be paid by the Owner to the Contractor on a progressive monthly basis for Work performed under this Contract within 30 calendar days after the Owner's receipt of the Certificate for Payment.

.14 The Engineer may at any time retain from the progress payment such sum, in addition to money remaining unpaid under the Contract, as the Engineer determines may be necessary to secure the Owner against the cost of all remaining Work or correction of any deficiency already noted. The amount of such sum will be based upon the Engineer's reasonable estimate of cost to the Owner for completing the Work or remedying the deficiency.

.15 No payment made by the Owner will in any way be construed as acceptance of any part of the Work known to be or later found to be at variance with the Contract Documents.

**1.3 Payment items**

Payment items will be applied individually to each of the bid form line items

.1 **<u>Windsor Park Depot Roof Replacement</u>**

.1 Work Scope for Payment Item:

Provide all necessary general conditions, equipment, labour and material to carry out the removal and replacement of the existing roofing systems, as noted in the tender package, drawings and specifications.

.2 Measurement:

Measurement will be made for this work item based on completed installation of all items noted in the Work Scope for Payment Items, above, and as indicated in the drawings, specifications and contract documents.

.3 Payment:

Payment will be by Lump Sum which will include all costs associated with general conditions, labour, materials, equipment and associated items required to complete the activities outlined within this item.

.2 **<u>Windsor Park Depot Snow Fence</u>**

.1 Work Scope for Payment Item:

Provide all necessary general conditions, equipment, labour and material to carry out the installation of a snow fence system, as noted in the tender package, drawings and specifications.

.2 Measurement:

Measurement will be made for this work item based on completed installation of all items noted in the Work Scope for Payment Items, above, and as indicated in the drawings, specifications and contract documents.

.3 Payment:

Payment will be by Lump Sum which will include all costs associated with general conditions, labour, materials, equipment and associated items required to complete the activities outlined within this item.

.3 **District #3 Roof Replacement**

.1 Work Scope for Payment Item:

Provide all necessary general conditions, equipment, labour and material to carry out the removal and replacement of the existing roofing systems, as noted in the tender package, drawings and specifications.

.2 Measurement:

Measurement will be made for this work item based on completed installation of all items noted in the Work Scope for Payment Items, above, and as indicated in the drawings, specifications and contract documents.

.3 Payment:

Payment will be by Lump Sum which will include all costs associated with general conditions, labour, materials, equipment and associated items required to complete the activities outlined within this item.

.4 **District #3 Snow Fence**

.1 Work Scope for Payment Item:

Provide all necessary general conditions, equipment, labour and material to carry out the installation of a snow fence system, as noted in the tender package, drawings and specifications.

.2 Measurement:

Measurement will be made for this work item based on completed installation of all items noted in the Work Scope for Payment Items, above, and as indicated in the drawings, specifications and contract documents.

.3 Payment:

Payment will be by Lump Sum which will include all costs associated with general conditions, labour, materials, equipment and associated items required to complete the activities outlined within this item.

.5 **Wood Deck Replacement**

.1 Work Scope for Payment Item:

Repairing deteriorated roof deck and infilling abandoned openings as found during demolition work and as directed by the Engineer in accordance with Section 06 08 99 – Rough Carpentry for minor works.

- The deck must maintain a smooth transition from the replacement decking to the surrounding decking upon completion of the deck repairs.
- Secure roof sheathing with longer edge perpendicular to framing members and with ends staggered and sheet ends over bearing.
- Provide solid edge blocking between sheets.

.2 Measurement:

Deck repairs will be measured on a square foot rate based on the total number of square feet of roof decking repaired or infilled. Payment will be for Contractor supplied general conditions, labour, equipment, and materials. The area to be paid for will be the total number of square feet of roof deck repaired or infilled in accordance with the specifications and as computed from measurements made by the Engineer.

.3 Payment:

Roof deck repairs will be paid for at the Contract Unit Price of square feet for repairs including Contractor supplied general conditions, labour, equipment and materials which will be payment in full for performing all operations herein described and all other items incidental to the Work. An estimated area of repair has been used for quantity purposes. The actual area of repairs versus the estimated area of repairs will be reconciled at the end of this phase of work. Payment will be made on actual square feet of repairs at the Contract Unit Price. The total value of this line item may increase or decrease and will be confirmed by the Engineer. Quantities will be reconciled once this work is completed.

**1.4 WEATHER DELAYS**

.1 The Contractor should anticipate that rain or snow will occur based on typical weather experienced in Regina. No extension will be given to compensate for rain or snow days experienced below the historical average, as determined by the Consultant.

.2 Extensions to the project Substantial Performance Date may be granted if the number of project rain or snow days in any given month is greater than the historical number of rain or snow days. The Contractor shall apply for an extension to receive an extension to the Substantial Performance Date.

.3 A historical rain or snow day is considered to be a day with greater than 5mm of precipitation.

.4 The historical number of rain or snow days in any given month will be rounded up to the next whole day.

.5 The amount of rain or snow for any calendar day shall be based on the precipitation data available from Environment Canada's National Climate Data and Information Archives which will be used to determine the historical average for number of precipitation days in each month. The information is available from Environment Canada's website at: https://climate.weather.gc.ca/ under "Climate Normals and

.6 Averages". The Regina Saskatchewan Research Council station will be used for the purpose of the Consultant's analysis above.

.7 Rain or snow days are still to be considered as a calendar day for Substantial Performance of the Work. Project rain or snow days will be determined by the Consultant. Daily classification of each day will be required between the Consultant and the Contractor in writing, the classification will be noted on the Consultant's daily inspection report. At the completion of the Work, only the rain days which result in the Contractor being unable to perform the Work will be compared with the historical rain or snow days for the duration of the project to determine if additional days will be allowed.

.8 Extensions to the project Substantial Performance Date may be granted based on excessive wind speeds and wind gusts which may pose a risk to worker safety. The extension will be based on the nature of work being undertaken that may be affected by wind speeds and the ability of the Contractor to complete other scopes of work that would not be impacted by wind speeds. The Contractor shall apply for an extension to receive an extension to the Substantial Performance Date.

.9 Wind days are still to be considered as a calendar day for Substantial Performance of the Work. The wind days will be determined by the Consultant. Daily classification of each day will be required between the Consultant and the Contractor in writing, the classification will be noted on the Contractors daily weather delay log. At the completion of the Work, only wind days which result in the Contractor being unable to perform any of the Work as noted in the contract documents will be used to determine if additional days will be allowed.

.10 Extensions to the project Substantial Performance Date may be granted based on excessive wind chill and/or humidex values which may pose a risk to worker safety. The extension will be based on the nature of work being undertaken that may be affected by wind chill and/or humidex values and the ability of the Contractor to complete other scopes of work that would not be impacted by wind chill and/or humidex values. The Contractor shall apply for an extension to receive an extension to the Substantial Performance Date.

.11 Wind chill and/or humidex are still to be considered as a calendar day for Substantial Performance of the Work. The wind chill and/or humidex will be determined by the Consultant. Daily classification of each day will be required between the Consultant and the Contractor in writing, the classification will be noted on the Contractors daily weather delay log. At the completion of the Work, only wind days which result in the Contractor being unable to perform any of the Work as noted in the contract documents will be used to determine if additional days will be allowed.

.12 The Contractor is required to create a weather delay log and submit to Engineer and Owner within 10 calendar days of Notice of Award for approval. The weather

delay log is to be based on a weekly schedule from Sunday to Saturday. It must clearly indicate all required weather information, work being performed, and safety concerns and reasons Contractor could not undertake any Work indicated in the contract documents. At the end of each week of construction the Contractor will submit the weather delay log indicating the number of rain/snow days, wind days, wind chill and/or humidex days to the Engineer. The Engineer will verify and calculate the allowed number of days based on the requirements of this section and based on the Contractors ability to perform other work of this contract. The approved number of weather delay days will be tracked by the Contractor and will reviewed at the bi-weekly construction meetings. The construction project schedule will be updated to record the number of approved weather delay days per week. The number of approved weather delay days will be added as an extension to the date for Substantial Performance.

**1.5 Site Rental**

.1 Not Used.

**1.6 SCHEDULE OF VALUES**

.1 Refer to CCDC 2, CCDC 2 Supplementary Provisions - City of Regina and Section 00 60 00 Project Forms.

.2 Provide schedule of values within 15 calendar days of the first progress payment. The schedule of values shall be made out in enough detail and supported by such evidence as Owner may reasonably direct and when accepted by Consultant and Owner, be used as basis for applications for payment.

.3 Include statement based on schedule of values with each application for payment.

.4 Support claims for products delivered to Place of Work but not yet incorporated into Work by such evidence as Consultant may reasonably required to establish value and delivery of products. Owner may request a detailed material list to confirm materials onsite but not yet installed.

.5 The Owner reserves the right, at its sole discretion, to withhold payment of an amount equal to 10% of the total contract price from the Contractor's until such time as the Owner has received the following documents: as-built drawings and mark ups, warranties, guarantees, and any other completions (the "Completion Documents"). The Contractor agrees that notwithstanding any other payment provisions of the Contract, failure of the Contractor to submit the required Completion Documents may result in the withholding of payments under the Contract. The Owner will immediately notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

**1.7 PREPARING SCHEDULE OF UNIT PRICE TABLE ITEMS**

.1 Submit separate schedule of unit price items of Work requested in Bid form.

.2 Make form of submittal parallel to Schedule of Values, with each line item identified same as line item in Schedule of Values. Include in unit prices only:
.1 Cost of material.

.2 Delivery and unloading at site.

.3 Sales taxes.

.4 Installation, overhead and profit.

.3 Ensure unit prices multiplied by quantities given equal material cost of that item in Schedule of Values.

**1.8 PROGRESS PAYMENT**

.1 Refer to CCDC 2, and CCDC 2 Supplementary Provisions - City of Regina and Section 01 33 00 Submittal Procedures.

.2 Consultant will issue to Owner, no later than 10 calendar days after receipt of an application for payment, certificate for payment in amount applied for or in such other amount as Consultant determines to be due. If Consultant amends application, Consultant will give notification in writing giving reasons for amendment.

.3 No progress payment will be approved until receipt of a Construction Schedule and Schedule of Values acceptable to the Engineer and Owner.

.4 Submit electronic and hardcopy of colour digital photography in jpg format, fine resolution monthly with progress statement and as directed by Consultant.

.5 Payment will not be made for any of the following:

.1 Products wasted or disposed of in a manner that is not acceptable.

.2 Products determined as unacceptable before or after placement.

.3 Products not completely unloaded from the transporting vehicle.

.4 Products placed beyond the lines and levels of the required Work.

.5 Products remaining on hand after completion of the Work. Loading,

.6 hauling, and disposing of rejected Products.

**1.9 PAYMENT WITHHELD**

.1 The Owner may withhold or nullify, on written notice to the Contractor specifying the grounds relied on for doing so, any or all of any progress payment to the extent the Owner deems reasonably necessary to protect itself from claims or loss. The right hereby provided is dependent upon one or more of the following:

.1 Receipt of a written certificate from the Engineer stating that justification exists for such withholding for any of the following reasons:

a) the Contractor is not making satisfactory progress in the opinion of the Engineer;

b) the Contractor is not remedying defective work or is not making repairs in a manner satisfactory to the Engineer;

c) the Contractor is failing to make prompt payment due to Subcontractors or for materials or labour incorporated in the Work; or

d) there exists or is believed to exist any unsatisfied claims for damages caused by the Contractor to anyone employed on the Place of Work or in connection with the Work.

.2 There is evidence that there is an affidavit of claim of lien, or a lien, filed against the Work or Place of the Work or, that there is reasonable evidence of the probably of imminent filing of an affidavit of claim of lien.

**1.10 SUBSTANTIAL PERFORMANCE OF WORK**

.1 Refer to CCDC 2, and CCDC 2 Supplementary Provisions - City of Regina.

.2 Prepare and submit to Consultant comprehensive list of items to be completed or corrected and apply for a review by Consultant to establish Substantial Performance of Work. Failure to include items on list does not alter responsibility to complete Contract.

.3 No later than 10 working days after receipt of list and application, Consultant will review Work to verify validity of application, and no later than 7 working days after completing review, will notify Contractor if Work or designated portion of Work is substantially performed.

.4 Once the Owner and Architect confirms that the project is Substantially Performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Architect and Owner. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Architect notified so that the Work can be re-inspected.

.5 The date on which the Work has been certified by the Architect and Owner as being Substantially Performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved. The certificate will be signed by the Architect, Owner and Contractor.

.6 Request for Certificate of Substantial Performance by the Contractor or any Subcontractor is to be delivered to the Engineer in writing. Within seven days of receipt of such written request, the Engineer will either issue a certificate or provide written notice of refusal to issue the certificate to all applicants. If the Engineer refuses to issue the certificate, the Engineer must provide written explanation of the basis of refusal.

.7 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Engineer for purposes to verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Engineer notified so that the Work can be re-inspected.

.8 Owner to state date of Substantial Performance of Work or designated portion of Work in certificate.

.9 Immediately following issuance of certificate of Substantial Performance of Work, in consultation with Consultant, establish reasonable date for finishing Work.

**1.11 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF WORK**

.1 Refer to CCDC 2, and CCDC 2 Supplementary Provisions - City of Regina..

.2 After issuance of certificate of Substantial Performance of Work:

.1 Submit application for payment of holdback amount.

.2 Submit sworn statement that accounts for labour, subcontracts, products, construction machinery and equipment, and other indebtedness which may have been incurred in Substantial Performance of Work and for which Owner might in be held responsible have been paid in full, except for amounts properly retained as holdback or as identified amount in dispute.

.3 After receipt of application for payment and sworn statement, Consultant will issue certificate for payment of holdback amount.

.4 Amount authorized by certificate for payment of holdback amount is due and payable one day following expiration of holdback period stipulated in lien legislation applicable to Place of Work. Where lien legislation does not exist or apply, holdback amount is due and payable in accordance with other legislation, industry practice, or provisions which may be agreed to between parties. Owner may retain out of holdback amount sums required by law to satisfy liens against Work or, if permitted by lien legislation applicable to Place of Work, other thirdparty monetary claims against Contractor which are enforceable against Owner.

.5 A certificate from the Worker’s Compensation Board certifying that, as of a date after the expiry of the applicable 40-day holdback period, all assessments due to the Board from the Contractor have been paid.

.6 Written confirmation by tax authorities that all Saskatchewan resident. Contractors hold a Provincial Sales Tax vendor’s license or that all non-Saskatchewan resident Contractors have fully complied with section 29 of the Provincial Sales Tax Act (Saskatchewan) (PSTA) and paid all PST in any way due and payable under this Contract.

**1.12 TOTAL PERFORMANCE**

.1 Total Performance means that the entire Work is completed to the requirements of the Contract Documents and is so certified by the Engineer.

.2 Upon achieving what it asserts to be Total Performance of the Contract, the Contractor may make written application to the Engineer for a final inspection. This application must state that all Work is complete, all systems have been tested and are operating correctly and that the Place of Work is in a clean condition.

.3 The Contractor is responsible for making all arrangements for a mutually agreeable time for the final inspection as well as coordination of all parties required to attend the inspection. The Contractor is required to demonstrate the proper operation of any systems pre-designated by the Engineer. The Engineer and Owner will carry out this inspection accompanied by the Contractor. During the final inspection, the Engineer will endeavour to advise the Contractor of all

deficiency requiring correction. Following the final inspection, the Engineer will promptly provide an all-inclusive list of deficiency to the Contractor.

.4 Upon making good all deficiency, submit to the Engineer a written statement attesting to the completion. Upon the Engineer's confirmation of acceptable correction of deficiencies, the Engineer will recommend to the Owner that a certificate of Total Performance be issued to the Contractor. Upon acceptance of such recommendation, the Owner will promptly issue the certificate.

.5 When the Work is held to be Totally Performed ensure that all tools, machinery and equipment used for construction have been removed. Leave the Place of Work broom clean and remove spots, stains, marks and dirt from decorative work and visible locations. Thoroughly clean and polish all fitments, fixtures, furniture and hardware.

.6 Clean, wash and/or sweep clean all exterior surfaces including steps, walks, ramps and paved areas. Landscaped and unfinished areas to be rake clean.

.7 Ensure that all systems are operational and are adjusted to normal setpoints.

.8 Provide the Engineer with the specified number of Operations and Maintenance manuals. Manuals must be complete in all respects, in the specified format and binding, and entirely acceptable to the Engineer.

.9 To obtain Total Performance of the Contract and issuance of the Final Progress Payment refer to the General Conditions for an explanation of the requirements to do so.

.10 All required copies of the manual must be fully completed and approved by the Engineer before Total Performance is issued.

**1.13 FINAL PAYMENT**

.1 Refer to CCDC 2, G.C. 5.7 and CCDC 2 Supplementary Provisions – City of Regina, Article A-11 Payment, Holdback, Warranty and Audit.

.2 Subsequent to the Owner's issuance of a certificate of Total Performance, the Engineer and the Contractor will review and finalize quantities and amounts payable for all Work, including any outstanding claims in respect of the Contract. These finalized amounts will be incorporated by the Contractor into a final progress payment certificate which is deemed to represent payment in full for all Work performed under the Contract.

.3 The final progress payment certificate submission is to be accompanied by a written declaration by the Contractor that all claims for payment under the Contract, including all claims for Change Orders or force account items have been presented to the Engineer and that no further claims will be made.

.4 Submit application for final payment when Work is completed.

.5 Engineer will issue final certificate for payment when application for final payment is found valid. Before final Certificate for Payment will be approved (or specified holdback reduced), submit to Engineer for approval, the following documentation: NOTE: Process and submit documentation during and prior to expiration of the Builders' Lien Act Statutory Period. Non-conformance with the above will cause a delay in release of Deficiency Holdback Money.

.1 Clearance from Workers' Compensation Board for all Contractors.

.2 Statutory Declaration indicating that all accounts with suppliers, labour force, Subcontractors, etc. have been paid including holdback. At the discretion of the Engineer a waiver of lien for each subtrade may be required in lieu of or in addition to the Statutory Declaration.

.3 If application is made for reduction of holdback, a letter from Bond Company approving such reduction. Statutory Declaration accompanying claim for reduction of holdback shall detail specifically the amounts held against each Subcontractor. Reduction of holdback shall comply with "The Builders' Lien Act".

.4 Statement clarifying that all claims for extra or credit in connection with performance of Contract, have been submitted to Engineer.

.5 Copies of test certificates from authorities having jurisdiction in connection with any and all local bylaws and codes covering installation and operation of components and equipment (ie. Sewer and water lines) provided in this project.

.6 Corrected reproducible copies of drawings for all work, showing changes made during construction.

.7 All information required to be compiled in Maintenance manuals and operating data.

.8 A statement from all applicable trades including (General) Contractor endorsed by the Owner's authorized representative, certifying that Owner's personnel have been instructed in routine maintenance and operating procedures for all equipment installed under the contract.

.9 All manuals, literature and operating procedures as requested in all respective sections of these Specifications.

.10 All Warranty or Guarantee Certificates in excess of 12 months, as requested in respective sections of these specifications.

.11 All test and inspection reports as specified.

.6 Consultant will, no later than 10 working days after receipt of application for final payment, review Work to verify validity of application. Consultant will give notification that application is valid or give reasons why it is not valid, no later than 7 working days after reviewing Work.

.7 Consultant will issue final certificate for payment when application for final payment is found valid.

## Part 2 Products

### 2.1 NOT USED

.1 Not Used.

### 2.2 Execution

**1.2** NOT USED

.1 Not Used.

**END OF SECTION**

## Part 1 General

### 1.1 SCOPE OF WORK

.1 This section defines the requirements for meetings for this Contract.

### 1.2 PRECONSTRUCTION MEETING

.1 The Consultant or the Contractor may call for a pre-construction meeting if either party deems it advisable. If possible, this meeting is to be scheduled to occur comfortably in advance of the commencement of Work at the Place of Work.

.2 The party calling the meeting is responsible for arranging a suitable meeting place and provision of any specialized facilities necessary to conduct the meeting.

.3 The party calling the meeting is responsible for providing an itemized, typed agenda to all attending parties at least one working day in advance of the meeting.

.4 Unless specifically agreed to otherwise, the following representatives are require to attend the meeting:

- .1 Owner
- .2 Consultant
- .3 Contractor
- .4 Site Superintendent
- .5 Site Inspector
- .6 Major Sub-Contractors

.5 The Consultant will chair the meeting and will be responsible for recording the meeting minutes. The Consultant will provide a copy of the minutes to each attending party within three working days after the meeting. Site security in accordance with Section 01 14 00 Work Restrictions, Section 01 52 00 Construction Facilities and Section 01 56 00 Temporary Barriers and Enclosures

### 1.3 PROGRESS MEETINGS

.1 Unless specifically waived by the Engineer or modified elsewhere in the Contract Documents, a progress meeting will be held at approximate semi-monthly intervals during the course of the Contract. The time and location of these meetings will be determined by the Engineer.

.2 Where the Engineer determines that a meeting is needed at the Place of Work, the Contractor is responsible for providing a suitable facility for the meeting.

- .1 The agenda of each progress meeting will generally be as follows:
  - .1 Review of minutes of previous meeting
  - .2 Review of Work progress since the previous meeting and adherence to the construction schedule. Discuss delays in completion of the Work and how the Contractor is addressing schedule slippage.

.3 Review any approved extension days added to date of Substantial Performance, Liquidated Damages and Bonuses over and above those the Contractor is required to carry as noted in the contract documents.

.4 Review all logs including RFI, shop drawing, site instruction, change notice, change order. Status and outcomes are to be discussed.

.5 Review updated Weather Delay logs

.6 Review safety plan, hazardous material removal status and concerns, tailgate and JSA's. Contractor maybe requested to provide the Engineer and Owner with task specific hazard risk assessments which will be discussed at the progress meeting prior to work commencing.

.7 New business such as field observations, construction problems, work sequence conflicts, Product delivery status.

.3 The Engineer will chair all meetings and record all minutes.

.4 The Engineer will distribute the meeting minutes within 3 working days of the progress meetings.

## Part 2 Products

### 2.1 NOT USED

.1 Not Used.

## Part 3 Execution

### 3.1 NOT USED

.1 Not Used.

**END OF SECTION**

## Part 1 General

### 1.1 Schedule

.1 Within ten (10) calendar days after acceptance of Tender, prepare and submit a detailed schedule for review to the Consultant and the Owner

.2 Schedule shall show dates of commencement and completion of various parts of the Work, ordering and delivery dates of Products, phasing and timing for various subcontracts and all other detailed information to the satisfaction of the Engineer.

.3 All orders for materials shall be placed in ample time for adherence to the schedule.

.4 Make special note of those times when extra work shifts are required to complete the Work.

.5 The Contractor is to allow and carry ten (10) working days with the construction schedule for change orders.

.6 Prepare definitive schedules for the following specific items:

.1 Product

.2 Schedule of all shop drawings required.

.3 Schedule of all samples required.

.4 Schedule of material deliveries.

.5 Schedule of construction phases.

.6 Requirements for special site instructions, colour schedules, etc.

.7 Engineer and Owner will review schedule and return reviewed copy within 14 calendar days after receipt. The review of the construction schedule by the Engineer and Owner is not to assess the practicality of sequence or scheduling of proposed operations. This is the responsibility of the Contractor. The review of the schedule by the Engineer and Owner is to generally satisfy himself that some time has been allotted for all parts of the Work and the schedule shows sufficient detail to determine Contractor conformance to phasing and milestone dates. This schedule will be used by the Engineer and Owner to compare the progress of construction with the scheduled dates.

.8 Resubmit finalized schedule within seven (7) working days after return of reviewed copy.

.9 Distribute copies of the finalized schedule to:

- Job site office
- Subcontractors
- Other concerned parties
- Engineer
- Owner

.10 Instruct recipients of the finalized schedule to report any problems anticipated by the timetable shown in the schedule to the Contractor.

.11 Revise and resubmit the finalized schedule within five (5) working days after notification by Engineer that this schedule is not being met. Show changes in operations proposed to complete Work within Contract Time.

.12 If, during course of work, Contract Time is extended, correct the construction schedule to show revised commencement and completion dates of all affected parts of the Work. Record approved Weather Delay Days and any approved extension days beyond those the Contractor is to carry within the construction schedule.

.13 No progress payment will be approved until receipt of a construction progress schedule acceptable to the Engineer and Owner.

.14 Revise and update schedule and submit to Engineer and Owner every two (2) weeks.

.15 The revised and updated schedule is to be posted on site and be readily available to all parties executing the Work of the Contract.

**1.2 PROGRESS REPORTS**

.1 Maintain an accurate record of the progress of the Work.

.2 Records shall state dates of commencement and percentage of Work completed by trades for the different parts of the Work and include particulars regarding daily weather conditions, number of workers for each trade, percentage of Work completed weekly by trades and shall relate to the Schedule. Make records available to Engineer upon request.

**1.3 MANPOWER/OVERTIME**

.1 Should the Work fail to progress according to the approved progress schedule, work such additional time (including weekends and holidays), employ additional workers, or both, as may be required to bring the Work back on schedule, at no additional cost to the Owner.

.2 Night work will be permitted only with written permission of the Consultant and Owner and in accordance with existing municipal regulations. Provide sufficient lighting to permit night work to be performed safely and satisfactorily. Provide to Owner and Consultant a minimum of 72 hours of written notice prior to work commencing.

.3 If this Contractor causes delay to another Contractor, Consultant or Owner, this Contractor shall bear all costs of expediting the Work of such other Contractor, Consultant or the Owner.

## Part 2 Products

**2.1 Not Used**

.1 Not Used

## Part 3 Execution

**3.1 Not Used**

.1 Not Used

**END OF SECTION**

## Part 1 General

### 1.1 RELATED REQUIREMENTS

.1 Section 00 62 86 – Work Plan Schedule.

.2 Section 01 32 16 - Construction Progress Schedule.

### 1.2 DEFINITIONS

.1 Activity: element of Work performed during course of Project. Activity normally has expected duration, and expected cost and expected resource requirements. Activities can be subdivided into tasks.

.2 Bar Chart (GANTT Chart): graphic display of schedule-related information. In typical bar chart, activities or other Project elements are listed down left side of chart, dates are shown across top, and activity durations are shown as date-placed horizontal bars. Generally Bar Chart should be derived from commercially available computerized project management system.

.3 Baseline: original approved plan (for project, work package, or activity), plus or minus approved scope changes.

.4 Construction Work Week: Monday to Friday, inclusive, will provide five day work week and define schedule calendar working days as part of Bar (GANTT) Chart submission.

.5 Duration: number of work periods (not including holidays or other nonworking periods) required to complete activity or other project element. Usually expressed as workdays or workweeks.

.6 Master Plan: summary-level schedule that identifies major activities and key milestones.

.7 Milestone: significant event in project, usually completion of major deliverable.

.8 Project Schedule: planned dates for performing activities and the planned dates for meeting milestones. Dynamic, detailed record of tasks or activities that must be accomplished to satisfy Project objectives. Monitoring and control process involves using Project Schedule in executing and controlling activities and is used as basis for decision making throughout project life cycle.

.9 Project Planning, Monitoring and Control System: overall system operated by [Departmental Representative] [DCC Representative] [Consultant] to enable monitoring of project work in relation to established milestones.

### 1.2 REQUIREMENTS

.1 Ensure Master Plan and Detail Schedules are practical and remain within specified Contract duration.

.2 Plan to complete Work in accordance with prescribed milestones and time frame.

.3 Limit activity durations to maximum of approximately [10] working days, to allow for progress reporting.

.4 Ensure that it is understood that Award of Contract or time of beginning, rate of progress, Interim Certificate and Final Certificate as defined times of completion are of essence of this contract.

## 1.3 ACTION AND INFORMATIONAL SUBMITTALS

.1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.

.2 Submit to Consultant and Owner within 10 calendar days of Award of Contract Bar (GANTT) Chart as Master Plan for planning, monitoring and reporting of project progress.

.3 Submit Project Schedule to Consultant and Owner within 10 calendar days of receipt of acceptance of Master Plan.

## 1.4 PROJECT MILESTONES

.1 Project milestones form interim targets for Project Schedule.

.1 Submittals completed within 10 working days from notice of intent.

.2 Shop Drawings and samples completed within 15 working days from notice of intent.

.3 Mobilization completed within 14 working days from signing contract.

.4 Roof replacement.

.5 Mechanical

.6 Electrical

.7 Weather delay days

.8 Change order days – 10 working days

.9 Substantial Performance

.10 Total Performance

## 1.5 MASTER PLAN

.1 Structure schedule to allow orderly planning, organizing and execution of Work as Bar Chart (GANTT).

.2 Consultant will review and return revised schedules within five (5) working days

.3 Revise impractical schedule and resubmit within five (5) working days.

.4 Accepted revised schedule will become Master Plan and be used as baseline for updates.

## 1.6 PROJECT SCHEDULE

.1 Develop detailed Project Schedule derived from Master Plan.

.2 Ensure detailed Project Schedule includes as minimum milestone and activity types as follows:

.1 Award.

.2 Shop Drawings, Samples.

.3 Permits.
.4 Mobilization.
.5 Excavation.
.6 Backfill.
.7 Building footings.
.8 Slab on grade.
.9 Structural Steel.
.10 Siding and Roofing.
.11 Interior Architecture (Walls, Floors and Ceiling).
.12 Plumbing.
.13 Lighting.
.14 Electrical.
.15 Piping.
.16 Controls.
.17 Heating, Ventilating, and Air Conditioning.
.18 Millwork.
.19 Fire Systems.
.20 Testing and Commissioning.
.21 Supplied equipment long delivery items.
.22 Engineer supplied equipment required dates.

### 1.7 PROJECT SCHEDULE REPORTING

.1 Update Project Schedule on [weekly] basis reflecting activity changes and completions, as well as activities in progress.

.2 Include as part of Project Schedule, narrative report identifying Work status to date, comparing current progress to baseline, presenting current forecasts, defining problem areas, anticipated delays and impact with possible mitigation.

### 1.8 PROJECT MEETINGS

.1 Discuss Project Schedule at regular site meetings, identify activities that are behind schedule and provide measures to regain slippage. Activities considered behind schedule are those with projected start or completion dates later than current approved dates shown on baseline schedule.

.2 Weather related delays with their remedial measures will be discussed and negotiated.

## Part 2 Products

### 2.1 NOT USED

.1 Not used.

## Part 3 Execution

**3.1 NOT USED**

.1 Not used.

**END OF SECTION**

## Part 1 General

### 1.1 RELATED REQUIREMENTS

.1 CCDC 2 – Stipulated Price and City of Regina Supplementary Provisions

.2 Section 00 61 13.13 – Performance Bond

.3 Section 00 61 13.16 – Labour and Materials Bond

.4 Section 00 73 16 – Insurance Requirements

.5 Section 01 29 00 – Payment Procedures

.6 Section 01 32 16 – Construction Progress Schedule

.7 Section 01 35 23 – Owner Safety Requirements

### 1.2 REFERENCE STANDARDS

.1 Not Used.

### 1.3 ADMINISTRATIVE

.1 Submit to Consultant submittals listed for review sufficiently in advance of the scheduled incorporation of the items into the Work. Allow the Consultant up to 14 calendar days to carry out his review and return the submittals. Failure to submit in ample time is not considered sufficient reason for an extension of contract time.

.2 Do not proceed with Work affected by submittal until review is complete.

.3 Present shop drawings, product data, samples and mock-ups in SI Metric units.

.4 Where items or information is not produced in SI Metric units converted values are acceptable.

.5 Review submittals prior to submission to Consultant. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and co-ordinated with requirements of Work and Contract Documents. Submittals not stamped, signed, dated and identified as to specific project will be returned without being examined and considered rejected.

.6 Notify Consultant, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.

.7 Verify field measurements and affected adjacent Work are co-ordinated.

.8 Contractor's responsibility for errors and omissions in submission is not relieved by Consultant's review of submittals.

.9 Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Consultant review.

.10 Keep one reviewed copy of each submission on site.

### 1.4 CONSTRUCTION PROGRESS SCHEDULE

.1 Submit Construction Schedule in accordance with Section 00 62 86 Work Plan Schedule, Section 01 32 16 – Construction Progress Schedule and Section 01 32 16.19 Construction Progress Schedule – Bar (Gantt) Chart.

**1.5 SHOP DRAWINGS AND PRODUCT DATA**

.1 Refer to CCDC 2 and CCDC 2 Supplementary Provisions - City of Regina.

.2 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work.

.3 Submit drawings stamped and signed by professional Consultant registered or licensed in Saskatchewan, Canada.

.4 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been co-ordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.

.5 Allow 5 working~~14~~ days for Consultant's review of each submission.

.6 Adjustments made on shop drawings by Consultant are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Consultant prior to proceeding with Work.

.7 Make changes in shop drawings as Consultant may require, consistent with Contract Documents. When resubmitting, notify Consultant in writing of revisions other than those requested.

.8 Accompany submissions with transmittal letter, in duplicate, containing:

- .1 Date.
- .2 Project title and number.
- .3 Contractor's name and address.
- .4 Identification and quantity of each shop drawing, product data and sample.
- .5 Other pertinent data.

.9 Submissions include:

- .1 Date and revision dates.
- .2 Project title and number.
- .3 Name and address of:
  - .1 Subcontractor.
  - .2 Supplier.
  - .3 Manufacturer.
- .4 Contractor's stamp, signed by Contractor's authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
- .5 Details of appropriate portions of Work as applicable:
  - .1 Fabrication.

.2 Layout, showing dimensions, including identified field dimensions, and clearances.

.3 Setting or erection details.

.4 Capacities.

.5 Performance characteristics.

.6 Standards.

.7 Operating weight.

.8 Wiring diagrams.

.9 Single line and schematic diagrams.

.10 Relationship to adjacent work.

.10 After Consultant's review, distribute copies.

**1.6 SHOP DRAWING REVIEW STAMP**

.1 Shop drawings reviewed by the Consultant will be stamped with a shop drawing review stamp. This stamp will be noted with the results of this review as follows:

.1 **REVIEWED. MFG MAY PROCEED** - Indicates that the information submitted describes material or equipment which apparently satisfies the intent of the Contract Documents and, that if the Contractor has satisfied himself that the equipment or material is satisfactory, the Consultant would have no objection to it being produced or procured.

.2 **REVIEWED AS MODIFIED. MFG MAY PROCEED, SUBMIT FINAL DRAWING** - Is identical to .1 above, except that the Consultant has noted discrepancies in the information submitted. The discrepancies in the information require correction and resubmission of wholly correct information.

.3 **REVISE AND RESUBMIT. MFG MAY NOT PROCEED** - Indicates that the Consultant has noted discrepancies in the information submitted. These discrepancies, in his opinion, indicate that the material or equipment described do not fully meet the intent of the Contract Documents and are of a sufficiently significant nature that production or procurement of the equipment or material is not acceptable.

.4 **NOT REVIEWED** - Indicates that the information submitted is not required under the requirements of the Contract Documents, or is unsatisfactory, and therefore has not been and will not be reviewed by the Consultant.

.2 Use only those shop drawings on the Work that bear the "REVIEWED. MFG MAY PROCEED" notation.

.3 Do not revise shop drawings marked "REVIEWED. MFG MAY PROCEED" unless resubmitted to the Consultant for further review.

.4 Where more than one type of shop drawing has been specified for one item, e.g. wiring diagrams, layout details, and dimensional drawings, the shop drawings shall be submitted together, to enable the Consultant to review the drawings as a package.

.5 Catalogue pages or drawings applicable to an entire family or range of equipment will not be accepted as shop drawings unless they are clearly marked to show the pertinent data for the particular Product.

.6 When assigned in the Contract Documents - tag numbers of instruments, valves or any other equipment are to be clearly indicated on the shop drawings submitted for them. These drawings must clearly show the features and details specifically applicable to the item being supplied.

.7 Determine which shop drawings have, in addition to those drawings specifically mentioned in the Contract, design elements requiring the seal of a Professional Consultant registered in the Province or Territory where the Work is located, in accordance with the applicable provincial or federal engineering acts or other governing legislation. Seal such drawings before submitting them for review. Submit for review engineering calculations signed by the registered Professional Consultant responsible for the shop drawing design elements.

.8 The Owner may deduct from payments due to the Contractor any costs of additional engineering work incurred if corrected shop drawings are not submitted after initial review by the Consultant.

.9 Review by the Consultant is for the sole purpose of ascertaining conformance with the general design concept. This review does not mean that the Consultant approves the detail design inherent in the shop drawings. Responsibility for this remains with the Contractor and such review does not relieve the Contractor of his responsibility for errors or omissions in the shop drawings or, of his responsibility for meeting all requirements of the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job-site, for information that pertains solely to fabrication processes or to techniques of construction and installation, and for coordination of the Work of all sub-trades.

**1.7 SAMPLES**

.1 Thirty (30) calendar days in advance of incorporation of the product into the Work, submit for review samples in duplicate as requested in respective specification Sections. Label samples with origin and intended use.

.2 Deliver samples prepaid Consultant's business address.

.3 Notify Consultant in writing, at time of submission of deviations in samples from requirements of Contract Documents.

.4 Where colour, pattern or texture is criterion, submit full range of samples.

.5 Adjustments made on samples Consultant are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Consultant prior to proceeding with Work.

.6 Make changes in samples which Consultant may require, consistent with Contract Documents.

.7 Reviewed and accepted samples will become standard of workmanship and material against which installed Work will be verified.

.8 Do not proceed with Work which would result in the loss of access to, increase of loading on, or other condition that would remove the ability to correct deficiencies of Product or installation for which testing has been specified until the testing results are received and reviewed by the Consultant.

.9 Bear all costs for the correction of deficiencies of Product or installation revealed by specified testing or inspection.

**1.8 MOCK-UPS**

.1 Erect mock-ups in accordance with 01 45 00 - Quality Control.

**1.9 PHOTOGRAPHIC DOCUMENTATION**

.1 Submit electronic and hard copy of colour digital photography in jpg format, fine resolution monthly with progress statement and as directed by Consultant.

.2 Project identification: name and number of project and date of exposure indicated.

.3 Number of viewpoints: 2 locations.

.1 Viewpoints and their location as determined by Consultant.

.4 Frequency of photographic documentation: monthly as directed by Consultant.

.1 Upon completion of: of Work, and as directed by Consultant.

**1.10 PRE-CONTRACT SUBMITTALS**

.1 Within seven (7) calendar days of notice of award of Contract, the Contractor shall submit the following Pre-Contract Submittals:

.1 Certificate of Good Standing from Saskatchewan Workers' Compensation Board.

.2 Certificate of insurance verifying insurance coverage prescribed in Section 00 73 16 – Insurance Requirements.

.3 Performance Bond (in format similar to 00 61 13.13) in the amount of 50% of the total amount payable by Owner

.4 Labour and Material Bond (in format similar to 00 61 13.16) in the amount of 50% of the total amount payable by Owner.

**1.11 TEMPORARY UTILITIES**

.1 Safety documentation as prescribed in Section 01 35 23 – Owner's

.2 Safety Requirements.

.3 Schedule of Values as prescribed in Section 01 29 00 – Payment Procedures.

.4 Provide Engineer and Owner with a copy of Section 00 43 36 Proposed Subcontractors and Suppliers Form, Part 1.1.1 and Part 2.1.1.

.5 Temporary Utilities: Submit reports of tests, inspections, meter readings and similar procedures performed on temporary utilities.

.6 Implementation and Termination Schedule: Submit a schedule indicating implementation and termination of each temporary utility within 14 days of the receipt of Notice to Proceed. At the earliest feasible time, when acceptable to the

Consultant and Owner, change over from use of temporary service to use of the permanent service.

.7 Contractor shall pay for, or reimburse Owner, for use of temporary and permanent utility service until occupancy by the Owner.

**1.12 PROJECT SUBMITTALS**

.1 Submit all construction schedule documentation as prescribed in Section 01 32 16 – Construction Progress Schedule.

.2 Submit 6 prints of shop drawings and 1 electronic copy for each requirement requested in specification Sections and as Consultant may reasonably request.

.3 Submit 1 electronic copy of product data sheets or brochures for requirements requested in specification Sections and as requested by Consultant where shop drawings will not be prepared due to standardized manufacture of product

.4 Submit 1 electronic copy of test reports for requirements requested in specification Sections and as requested by Consultant.

.5 Report signed by authorized official of testing laboratory that material, product or system identical to material, product or system to be provided has been tested in accord with specified requirements.

.6 Submit 1 electronic copy of certificates for requirements requested in specification Sections and as requested by Consultant.

.7 Statements printed on manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements.

.8 Certificates must be dated after award of project contract complete with project name.

.9 Submit 1 electronic copies of manufacturer’s instructions for requirements requested in specification Sections and as requested by Consultant.

.10 Pre-printed material describing installation of product, system or material, including special notices and Safety Data Sheets concerning impedances, hazards and safety precautions.

.11 Submit 1 electronic copy of Manufacturer's Field Reports for requirements requested in specification Sections and as requested by Consultant.

.12 Submit 1 electronic copy of Manufacturer's Field Reports for requirements requested in specification Sections and as requested by Consultant.

.13 Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

.14 Submit 1 electronic copy of Operation and Maintenance Data for requirements requested in specification Sections and as requested by Consultant.

.15 Submit itemized list of spare parts, maintenance materials and special tools indicating name of item, quantity and location or equipment that spare parts, maintenance material or special tools is to be installed or used.

Delete information not applicable to project.

.16 Supplement standard information to provide details applicable to project including but not limited too request for information, site instructions, Notice in Writing and any other documentation required by the Contractor to clarify the requirements of the Work.

**Part 2 Products**

**2.1 NOT USED**

.1 Not Used.

**Part 3 Execution**

**3.1 NOT USED**

.1 Not Used.

**END OF SECTION**

## Part 1 General

### 1.1 Scope of Work

.1 Contractor responsibilities and requirements for health and safety at the place of the work.

### 1.2 Related Sections

.1 Section 01 33 00 – Submittals

.2 Section 01 35 35 - Fire Safety Requirements

.3 Section 01 35 43 - Environmental Procedures

.4 Section 01 41 00 - Regulatory Requirements

.5 Section 01 55 26 -Traffic Control

### 1.3 References

.1 Saskatchewan Workers' Compensation Act

.2 Saskatchewan Employment Act

.3 Saskatchewan Occupational Health and Safety Regulations

.4 National Building Code of Canada

.5 City of Regina bylaws

.6 Saskatchewan Prime Contractor Regulations

.7 Canada Labour Code

.8 Health Canada

.9 Workplace Hazardous Materials Information Systems (WHMIS)

### 1.4 Contractual Health and Safety Requirements

.1 The Contractor shall be responsible for the health and safety of their employees and any subcontractors that they hire, the safety of property on-site and for the protection of persons adjacent to the work-site and environment to the extent that they may be affected by conduct of work. The Contractor shall ensure that the subcontractors adhere to all safety requirements.

.2 The Contractor shall strive to prevent occupational illness & injury.

.3 The Contractor shall ensure all supervisors and workers are competent as defined by the OH&S regulations.

.4 The Contractor shall ensure all workers are fit for duty and perform all work in a safe manner.

.5 The Contractor shall file a notice of project with the Provincial Authorities prior to beginning work.

.6 The Contractor shall ensure that emergency vehicle access is always maintained on site during the duration of the work.

.7 The Contractor shall observe and enforce all safety measures in accordance with the most current versions, rules, regulations, codes and practices requested under all applicable safety legislation, including but not limited to Section 1.3 References.

.8 The Contractor shall assume the role of Prime Contractor when there are 10 or more workers or self-employed persons under the direction of two or more employers and is to comply with the Prime Contractor Regulations.

.9 The Contractor shall participate in a pre-construction meeting to define roles and responsibilities and is to verify that all conditions of the Contract will be maintained throughout the duration of the Contract.

.10 The Contractor must provide a safety orientation for their staff, subcontractors and all other visitors.

.11 Where required, the City will provide a site orientation to the Contractor. If an orientation is provided, the Contractor is to then provide a similar site orientation to all of the Contractors workers, subcontractors and visitors accessing the site.

.12 Where required, the Contractor shall provide and maintain onsite a sufficient number of instruments for air quality monitoring including as a minimum oxygen level meter, $H_2S$ meter and combustible gas meter.

.13 Where required, the Contractor shall confirm all utility disconnects.

.14 Where required, maintain a log of all visitors to site.

.15 Where required, provide a Health and Safety Coordinator that is competent and authorized to coordinate and address all health and safety issues at the work site.

.1 The Health and Safety Co-coordinator must:

.1 Have a minimum of 3 years site-related working experience, specific to activities associated with safety to perform required duties.

.2 Have working knowledge of occupational safety and health regulations.

.3 Be responsible for completing Contractor's Health and Safety Training Sessions and ensuring personnel who do not successfully complete required training are not permitted to enter site to perform work.

.4 Be responsible for implementing, enforcing and monitoring the Contractors Site-Specific Health and Safety Work Plan.

.5 Be on site during 10% of the Work, based on the risk assessment of project, and report directly to the applicable site supervisor for Contractor.

.16 The Contractor shall submit all requested information to the Consultant to maintain compliance with the terms of the Contract. The information may be submitted as a result of a planned or unplanned event or upon request from the Consultant.

.17 The City will perform periodic inspections of the Contractor's worksite to ensure compliance with the terms and conditions of the Contract. After a site inspection is completed, the Consultant will meet with the on-site supervisor and present the findings of the inspection. If any unsafe acts are observed, the City will issue a Contractor's Notice of Safety Non-Compliance form and work may be stopped. Upon receiving three noncompliance notices, the Contractor may be put on a 2-working day shutdown.

.18 The Contractor is required to keep copies of all safety documentation on site including the OH&S Act and Regulations, Standard Operating Procedures, site task hazard analysis and all plans. These are to be posted as required for the duration of the Contract. This information is to be accessible for periodic reviews by City personnel. This information is to be kept for the duration of the warranty period or a period of 2 years following the warranty period. The City may request copies of this information to be submitted to the City for their records.

For the work being undertaken, documentation shall include the following but not limited to:

.1 Site Specific Health and Safety Work Plan;

.2 Emergency Response Plan;

.3 Spill Control Plan;

.4 Daily pre-job meetings / weekly toolbox meetings / monthly safety meetings (or more frequent if required by the Contractors internal safety policies);

.5 Daily field level hazard assessments (FLHA) / field level risk assessment (FLRA);

.6 Incident and accident reports for workplace injuries or vehicular accidents, including near miss reports or dangerous occurrences;

.7 Powered mobile equipment logbooks;

.8 Confined space plan;

.9 Ground disturbance plan;

.10 Hot works plan;

.11 Fall protection plans;

.12 Traffic control plans; and

.13 Current Safety Data Sheets for all products on site.

.19 The Contractor shall locate all utilities within the boundaries of the work area and are to ensure that all employees and subcontractors are made aware of the locations of all utilities.

.20 The Contractor shall contact the City of Regina dispatch at 306-777-7000 for locates for all City owned utilities.

.21 The Contractor shall provide site specific education and training for safety and operation of equipment to their employees and ensure the subcontractors are trained as applicable.

.22 The Contractor shall report all work refusals, injuries and incidents, no matter how slight, (including property damage, dangerous occurrences and near misses) immediately to the Consultant.

.23 The Contractor shall immediately correct any unsafe acts or conditions within their authority.

.24 The Contractor shall have a Drug and Alcohol policy that meets or exceeds the City of Regina Drug and Alcohol policy or adhere to the City of Regina Drug and Alcohol policy. Upon request, the Contractor shall provide a copy of their drug and alcohol policy to the City for review.

.25 The Contractor shall complete daily work logs to record planned and actual work activities.

.26 The Contractor shall provide adequate first aid and fire extinguishers at the work site. The fire extinguishers must be the correct type for the class of fire to be protected against.

.27 The Contractor shall comply to any specific safety instructions provided by a representative of the City.

.28 The Contractor shall ensure all tools are in good working condition and are equipped with proper guards.

.29 The Contractor shall take precautions to prevent worksite contaminations such as dust, odours, hazardous materials, sounds, etc. from migrating from the work site.

.30 The Contractor is responsible for all costs associated with mitigating worksite contaminations. All clean up and abatement of hazardous materials will follow procedures provided by the Owner.

.31 The Contractor shall clearly mark excavations, construction equipment or other temporary obstructions to normal traffic using reflective devices, lights or flares, jersey barriers, barriers or other effective devices at all times.

.32 The Contractor shall ensure all vehicles and equipment used on site, are in full compliance with Saskatchewan Government Insurance (SGI) Safety Certification Program and are licensed. Upon request, provide the City with written documentation that any or all of these vehicles and equipment are in current full compliance. Any vehicle and equipment that fails to comply with the SGI Safety Certification Program is to be immediately removed from the project.

.33 If powered mobile equipment will be operated on the site, the Contractor shall ensure that only competent and certified workers operate that piece of equipment and use fall protection equipment when working at heights. The operator must have a valid certificate on them at all times while operating the powered mobile equipment. All powered mobile equipment (PME) to have amber beacons, operating lights and backup alarms. The amber beacons and operating lights are to be on at all times when operating the PME and must have working seatbelts and roll-over protection (where applicable).

.34 The Contractor may work between 7 AM and 5 PM. Night work will be permitted only with prior written permission from the City or if necessary, to correct work that is deemed to constitute an immediate hazard to the public or existing utilities. When work is carried out at night, supply a sufficient number of electric or other approved and efficient lights to enable the work to be done in a safe, satisfactory manner. Operations will not be permitted if the City believes there is insufficient light to perform work safely and satisfactorily.

.35 All reviews of the Contractors health and safety related plans are not to be construed as approval and does not reduce the Contractors overall responsibility for health and safety.

.36 At the conclusion of the Contract the City and the Contractor will participate in a post project meeting to discuss the safety performance.

**1.5 Mandatory PPE Requirements**

.1 All workers including subcontractors are to wear appropriate Personal Protective Equipment (PPE) on site at all times.

.2 Mandatory minimum PPE includes CSA approved: hard hat, high visibility safety clothing minimum Class 2, Level 2, steel toe boots and safety glasses.

.3 All workers are required to wear a sleeved work shirt to cover the upper torso. Tank tops or sleeveless work shirts less than 8cm below the shoulder shall not be worn at the worksite.

.4 No shorts are allowed at the worksite.

.5 All other task related PPE as required by a hazard and risk assessment must be used when required.

**1.6 Submittals**

.1 Make submittals in accordance with Section 01 33 00 – Submittals.

.2 The following documents are to be submitted to the Owner:

.1 The Contractor, as a pre-contract submittal, shall provide the following information from over the last five years:

.1 The total loss time incident (LTI) and medical aid rate (TRIF);

.2 All Notices of Contravention;

.3 All fatalities, serious injuries and dangerous occurrences; and

.4 If the Contractor is in a WCB surcharge or discount rate.

.2 The Contractor, upon award, shall provide the following submittals:

.1 Applicable training records for all workers on site. Training records are to be submitted before the work commences. The City requires that all training be updated every 3 years in order to be considered valid.

.2 Equipment certifications and inspection records for all equipment that will be used on the site. Equipment certification and inspection records are to be submitted before any work commences.

.3 Company health and safety program / manual and if applicable their Certificate of Recognition document. This is to be submitted within 7 days of the Notice to Proceed.

.4 Site Specific Health and Safety Work Plan. This is to be reviewed and approved by the City before any work commences and is to be submitted within 10 calendar days after Notice to Proceed. The Site Specific Health and Safety Work Plan must include a general hazard and risk assessment of all work phases. Outline all work zones on the Site Specific Health and Safety Work Plan. The Site Specific Health and Safety Work Plan is to include an Emergency Response Plan, muster point, location of first aid station on site, emergency contacts for key individuals and identified routes to nearest emergency facility as well as Spill Control Plan (Refer to Section 01 35 43 – Environmental Procedures) and location of designated smoking areas.

.5 Hot Work Plan for all hot work. No work is permitted until a Hot Work Plan has been reviewed and approved by the City.

.6 Lockout procedure when any equipment or machinery must be shut down in order to complete the work. The Contractor is to submit a lockout procedure to the City to review and approve prior to completing the work.

.7 Fall Protection Plan to the City for review and approval when working at heights prior to completing any work. Fall protection is required when a worker is working at heights greater than 3m or if there is a possibility of injury if a worker falls from a height less than 3m. No worker is permitted to work in an area requiring fall protection unless they have completed a fall protection training program and a copy of their records have been submitted to the City. All OH&S regulations must be followed for working at heights. The Contractor is responsible for all costs associated with the fall protection work. This includes typical costs for all safety equipment, training and other equipment required to complete the work and any other incurred costs in order to facilitate the work in compliance with OH&S requirements.

.8 Confined Space Entry and Rescue Plan and sample permit to the City for review and approval prior to completing any work in a confined space. No worker is permitted to enter the confined space unless they have completed a confined space training program and a copy of their records have been submitted to the City. All OH&S regulations must be followed for work completed in a confined space. The Contractor is responsible for all costs associated with the confined space work. This includes costs to test and monitor the air quality in the confined space, ventilation, complete confined space permits, training, attendant on site and any other incurred costs in order to facilitate the Work in compliance with OH&S requirements.

.9 Submit copies of reports or directions issued by Federal, Provincial and Municipal health and safety inspectors. to the Engineer and Owner within 24 hours (1 day) of receipt.

.10 Submit copies of reports, directions or verifications associated with all life safety requirements to Engineer and Owner within 2 calendar days of completion of inspection or review.

## Part 2 Products

.1 All products used by the Contractor, Subcontractors and suppliers must meet current safety standards.

## Part 3 Execution

### 3.1 Not Used

.1 Not Used

**END OF SECTION**

## Part 1 General

### 1.1 CONSTRUCTION FIRE SAFETY

.1 Be responsible for provision of construction fire safety in accordance with National Fire Code of Canada and the Saskatchewan OH&S Regulations.

### 1.2 REPORTING FIRES

.1 Inform Consultant and Owner of fire incidents at construction site, regardless of size.

.2 Know location of nearest fire alarm pull station and telephone, including emergency phone number.

.3 Report immediately fire incidents to Fire Department as follows:

.1 Activate nearest fire alarm pull station.

.2 Telephone.

.4 Person activating fire alarm pull station will remain at main entrance of site to direct Fire Department to scene of fire.

.5 When reporting fire by telephone, give location of fire, name or number of building and be prepared to verify location.

.6 The Contractor shall be responsible for any fines resulting from repeated false alarms within any Contractor controlled area.

### 1.3 FIRE SAFETY PLAN

.1 Prepare a fire safety plan for construction site prior to commencement of on site work as required in the Saskatchewan OH&S regulations.

.2 Submit fire safety plan to Consultant for review by local fire department. Implement changes or recommendations made by local fire department into fire safety plan.

.3 Limit scope of fire safety plan to area of construction only. Existing fire safety plans covering other existing buildings are not the responsibility of this construction contract.

.4 Post fire safety plan at entrance to construction site or near construction site's health and safety board.

.5 Prepare fire safety plan in conformance with National Fire Code of Canada. Include:

.1 Emergency procedures in case of fire, including:

.1 Sounding fire alarm.

.2 Notifying fire department.

.3 Instructing occupants on procedures followed when fire alarm sounds.

.4 Evacuating occupants, including special provisions for persons requiring assistance.

.5 Confining, controlling and extinguishing fires.

.2 Appointment and organization of designated supervisory staff to carry out fire safety duties.

.3 Training of supervisory staff and other occupants in their responsibilities for fire safety.

.4 Documents including diagrams, showing type, location and operation of building fire emergency systems.

.5 Holding of fire drills (where applicable).

.6 Control of fire hazards in the building.

.7 Inspection and maintenance of building facilities provided for the safety of occupants.

## 1.4 FIRE WARNING SYSTEM

.1 Provide a fire warning system for entire construction site, capable of notifying construction personnel of a fire emergency in construction area.

.2 Provide system with sufficient coverage so that alarms are capable of being heard throughout building and anywhere on site.

## 1.5 FIRE PROTECTION SYSTEM IMPAIRMENT

.1 Maintain existing systems in an operational state at all times during construction.

.2 Use of fire hydrants, standpipes or hose systems for purposes other than fire fighting unless authorized by Owner, is prohibited.

.3 Existing fire protection and alarm systems will not be obstructed, shut off, disabled or left inactive at end of each working day or shift without written authorization from Owner.

.4 Submit written notification to Consultant 72 hours in advance of planned interruption of services. Submit written notification for operation including shutting down active fire protection system, including water supply, fire suppression, fire detection and life safety systems.

.5 Where a fire protection system that provides fire alarm monitoring is impaired in an existing building, provide a fire watch.

.6 Conduct work on fire protection system where systems are affected or impaired in accordance with National Fire Code of Canada.

## 1.6 FIRE EXTINGUISHERS

.1 Supply fire extinguishers as necessary to protect work in progress and contractor's physical plant on site.

.2 Provide supplemental fire extinguishers to these areas and otherwise as directed by Owner:

.1 Adjacent to hot works.

.2 Areas where combustibles materials are stored.

.3 Adjacent to areas where flammable liquids or gases are stored or handled.

.4 Near or on internal combustion engines.

.5 Adjacent to temporary oil fired or gas fired equipment.

.6 Adjacent to bitumen heating equipment.

.3 Provide extinguishers rated as follows: 4A:40BC. Minimum 20 pounds unless otherwise directed by Owner.

.4 Provide dry chemical type extinguishers unless otherwise required by hazard being protected.

.5 Provide sufficient numbers of extinguishers based on a maximum travel distance between extinguishers of 23.0 meters (75 feet).

## 1.7 INSTALLATION OR REPAIR OF ROOFS

.1 Notify Owner of location of asphalt kettles and dates that kettles will be in use, if applicable. Ensure personnel use and take precautions as follows:

.1 Use kettles equipped with thermometers or gauges in good working order.

.2 Locate kettles in safe place outside of building or, if approved by Owner, on non-combustible roof. Locate to avoid danger of igniting combustible material below.

.3 Maintain continuous supervision while kettles are in operation and provide metal covers for kettles to smother flames in case of fire. Provide fire extinguishers sized to accommodate kettle and contents.

.4 Prior to start of work, demonstrate container capacities to Consultant.

.5 Use only glass fibre roofing mops.

.6 Leaving used roofing mops unattended on roof is prohibited. Store mops away from building and combustible materials.

.7 Store roofing materials no closer than 3.0 metres from structures.

## 1.8 ACCESS FOR FIRE FIGHTING

.1 Provide and maintain access for firefighting in accordance with National Fire Code of Canada.

.2 Provide written notification to Owner a minimum of 5 working days in advance of operation that would impede fire apparatus response including:

.1 Violation of minimum horizontal and overhead clearances.

.2 Other operations as directed by Owner.

.3 Erecting of barricades and digging of trenches.

.3 Maintain a minimum clear horizontal width on access routes of 5.0 meters or otherwise as defined by Owner.

.4 Maintain a minimum vertical clearance of 6.0 meters or otherwise as defined by Owner.

## 1.9 SMOKING PRECAUTIONS

.1 Smoking is prohibited in buildings including buildings under construction.

.2 Obey posted signs and confine smoking only to designated smoking areas. Observe posted smoking restrictions near existing buildings.

## 1.10 RUBBISH AND WASTE MATERIALS

.1 Keep rubbish and waste materials to a minimum.

.2 Burning of rubbish is prohibited.

.3 Remove rubbish from work site at end of each work day or shift or more frequently as directed by Owner.

.4 Storage:

.1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.

.2 Deposit greasy or oily rags and materials subject to spontaneous combustion in approved receptacles and remove at end of each work day.

## 1.11 FLAMMABLE AND COMBUSTIBLE LIQUIDS

.1 Handle, store and use flammable and combustible liquids in accordance with National Fire Code of Canada and as otherwise directed by the Owner.

.2 Store flammable and combustible liquids such as gasoline, kerosene and naphtha in quantities not exceeding 45 litres. Store in approved safety cans bearing Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Obtain written authorization from Owner for storage of quantities of flammable and combustible liquids exceeding 45 litres.

.3 Transfer of flammable or combustible liquids within buildings is prohibited.

.4 Transfer of flammable or combustible liquids in vicinity of open flames or any type of heat-producing devices is prohibited.

.5 Use of flammable liquids having flash point below 38°C such as naphtha or gasoline as solvents or cleaning agents is prohibited.

.6 Storing flammable and combustible waste liquids on site is prohibited. Remove daily or more frequently as directed by Owner.

## 1.12 HOT WORKS

.1 Implement a hot works program in accordance with National Fire Code of Canada. Apply hot works program to processes involving welding, cutting, roofing and other hot works as defined by Owner.

.2 Obtain a "Hot Works" permit from the Owner for hot works in construction area. Frequency of renewal for hot works permits is at discretion of the Owner.

.3 When work is carried out in dangerous or hazardous areas involving use of heat, provide fire watchers equipped with sufficient fire extinguishers. Determination of dangerous or hazardous areas along with level of protection necessary for Fire Watch is at discretion of the Owner.

.4 Provide fire watch service for work as directed by the Owner. Provide fire watchers trained in use of fire extinguishing equipment.

.5 Carry out hot works processes in areas free of combustible and flammable content.

.6 Where hot works must be carried out in areas where combustibles are present:

.1 Protect flammable and combustible materials within 15.0 meters of hot works in accordance with National Fire Code of Canada.

.2 Provide a fire watch during hot work and for a minimum of 60 minutes after work is complete unless otherwise directed by the Owner.

.3 Conduct a final inspection of area not less than 4 hours after completion of hot works unless otherwise directed by the Owner.

.7 Where there is a possibility of sparks leaking onto combustible materials in areas adjacent to areas where the hot work is carried out:

.1 Cover or close openings in walls, floors or ceilings to prevent passage of sparks to such adjacent areas.

.2 Provide a fire watch during hot works and for a minimum of 60 minutes after work is complete.

.3 Conduct a final inspection not less than 4 hours after completion of hot works unless otherwise directed by the Owner.

.8 Protection of flammable or combustible materials:

.1 Remove flammable and combustible materials including combustible or flammable dust or residue from area where hot works is carried out.

.2 When removal is not possible, protect materials with a non combustible covering.

.9 Provide a fire extinguisher within 3.0 meters of hot works. Provide a minimum size of 20 lbs Type ABC extinguisher unless otherwise directed by the Owner.

## 1.13 HAZARDOUS SUBSTANCES

.1 Perform work involving the use of toxic or hazardous materials, chemicals or explosives, or otherwise creating hazard to life, safety or health, in accordance National Fire Code of Canada (NFC).

.2 Provide ventilation where flammable liquids, such as lacquers or urethanes are used. Eliminate sources of ignition. Provide written notification to the Owner a minimum of 5 days prior to starting work and immediately at completion of work.

## 1.14 PARTIAL OCCUPANCY

.1 Implement partial occupancy procedures as defined in General Conditions of the Contract. Partial occupancy is defined as when construction occurs adjacent to work areas occupied by the Owner. This includes:

.1 Phased new construction.

.2 Early or partial occupancy of new construction.

.3 New construction being added onto an existing building.

.4 Renovation or recapitalization of an existing building.

.5 Phased renovation or recapitalization of an existing building.

.2 Where partial occupancy occurs, implement requirements as indicated in drawings and specifications. This may include construction of a rated fire separation between occupied and construction areas as required by National Fire Code.

.3 If work is carried out in an occupied building, provide regular inspections every hour, throughout entire period of demolition.

.4 If work is carried out in an occupied building and where building does not have a Fire Alarm system or similar automatic monitoring or protection equipment, provide regular inspections every hour for entire period of construction.

**1.15 FIRE INSPECTION**

.1 Co-ordinate site inspections by Regina Fire and Protective Services through Owner.

.2 Allow Regina Fire and Protective Services unrestricted access to work site.

.3 Co-operate with Regina Fire and Protective Services during routine fire safety inspection of work site.

.4 Immediately remedy unsafe fire situations observed by Regina Fire and Protective Services.

## Part 2 Products

**2.1 NOT USED**

.1 NOT USED

## Part 3 Execution

**3.1 NOT USED**

.1 NOT USED

**END OF SECTION**

## Part 1 General

### 1.1 RELATED REQUIREMENTS

.1 Section 01 33 00 – Submittal Procedures.

.2 Section 01 35 23 - Owner Safety Procedures.

.3 Section 01 41 00 - Regulatory Requirements.

.4 Section 01 74 19 – Waste Management and Disposal

### 1.2 DEFINITIONS

.1 Environmental Pollution and Damage: presence of chemical, physical, biological elements or agents which adversely affect human health and welfare; unfavourably alter ecological balances of importance to human life; affect other species of importance to humans; or degrade environment aesthetically, culturally and/or historically.

.2 Environmental Protection: prevention/control of pollution and habitat or environment disruption during construction.

### 1.3 REFERENCE STANDARDS

.1 Canadian Society of Landscape Architects (CSLA) / Canadian Nursery Landscape Association (CNLA)

.1 Canadian Landscape Standard [2016], First Edition

.2 Canadian Nursery Stock Standard [2017], Ninth Edition

.2 United States Environmental Protection Agency (EPA), Office of Water

.1 EPA-833-R-06-004, Developing Your Stormwater Pollution Prevention Plan: A Guide for Construction Sites

### 1.4 ACTION AND INFORMATIONAL SUBMITTALS

.1 Submit in accordance with Section 01 33 00 - Submittal Procedures.

.2 Product Data:

.1 Submit manufacturer's instructions, printed product literature and data sheets for all products associated with the scope of work as outlined in the drawings and specifications and include product characteristics, performance criteria, physical size, finish and limitations to the Engineer as required to complete the Work.

.2 Submit WHMIS Safety Data Sheets (SDS) in accordance with associated legislation prior to product usage.

.3 Submit a Site Work Plan (SWP) at pre-construction meeting, showing work areas for proposed activities in each portion of area and identifying areas of limited use or non-use.

.1 SWP to include measures for marking limits of use areas and methods for protection of features to be preserved within authorized work areas.

**1.5 FIRES**

.1 Fires and burning of rubbish on site is not permitted.

.2 Where fires or burning is permitted, prevent staining or smoke damage to structures, materials or vegetation which is to be preserved.

.1 Restore, clean and return to new condition stained or damaged work.

.3 Provide supervision, attendance and fire protection measures as directed.

**1.6 NOTIFICATION**

.1 Consultant will notify Contractor in writing of observed noncompliance with Federal, Provincial environmental laws and regulations or Municipal environmental bylaws, permits, and other elements of site-specific plans as applicable.

.2 Contractor after receipt of such notice, shall inform Consultant of proposed corrective action and take such action to obtain the approval of Consultant.

.1 Take action only after receipt of written approval by Consultant.

.3 Consultant will immediately issue stop order of work until satisfactory corrective action has been taken.

.4 No time extensions granted, or equitable adjustments allowed to Contractor for such suspensions.

## Part 2 Products

**2.1 NOT USED**

.1 Not Used.

## Part 3 Execution

**3.1 CLEANING**

.1 Progress Cleaning: clean in accordance with Section 01 74 00 - Cleaning.

.1 Leave Work area clean at end of each day.

.2 Bury rubbish and waste materials on site is nor permitted unless approved in writing by Consultant.

.3 Ensure public waterways, storm and sanitary sewers remain free of waste and volatile materials disposal.

.4 Proceed with final cleaning upon completion and removal of surplus materials, rubbish, tools and equipment in accordance with Section 01 74 00 - Cleaning.

.5 Waste Management: separate waste materials for recycling in accordance with Section 01 74 19 - Waste Management and Disposal.

.1 Remove recycling containers and bins from site and dispose of materials at appropriate facility.

.2 Do not allow rubbish to accumulate. Provide means to contain rubbish and prevent it from blowing or otherwise creating nuisance.

.3 Provide loading and transportation of rubbish to authorized disposal site(s) or, as may be directed by the Engineer. Cover loads being hauled.

.4 Burial of rubbish at the Place(s) of Work may be permitted but only with the express permission of the Engineer.

.5 Burning of rubbish is not permitted.

.6 Dispose of waste volatile liquids and liquids designated as hazardous or pollutants to the location(s) prescribed by the authority having jurisdiction and, conform to requirements for storing, handling and transport of these materials.

.7 Bear all costs related to collection, containment, and disposal of rubbish.

**END OF SECTION**

## Part 1 General

### 1.1 SUMMARY

.1 This Section references to laws, by laws, ordinances, rules, regulations, codes, orders of Authority Having Jurisdiction, and other legally enforceable requirements applicable to Work and that are; or become, in force during performance of Work.

### 1.2 RELATED REQUIREMENTS

.1 Section CCDC 2 Stipulated Price Contract – GC9.2 Toxic and Hazardous Substances

.2 Section 01 33 00 – Submittal Procedures

.3 Section 01 35 00 – Owner Safety Requirements

.4 Section 01 35 43 – Environmental Procedures

.5 Section 01 74 19 – Waste Management and Disposal

### 1.3 REFERENCES TO REGULATORY REQUIREMENTS

.1 Department of Justice Canada (Jus)

.1 SOR/2018-196 Prohibition of Asbestos and Products Containing Asbestos Regulations.

.2 Perform Work in accordance with most recent National Building Code of Canada (NBC), and all other applicable regulations, including amendments up to tender closing date and other codes of provincial or local application provided that in case of conflict or discrepancy, more stringent requirements apply.

.3 Specific design and performance requirements listed in specifications or indicated on Drawings may exceed minimum requirements established by referenced Building Code; these requirements will govern over the minimum requirements listed in Building Code

.1 Meet or exceed requirements of:

.1 Contract documents.

.2 Specified standards, codes and referenced documents.

### 1.4 HAZARDOUS MATERIAL DISCOVERY

.1 Asbestos: demolition of spray or trowel-applied asbestos is hazardous to health. Stop work immediately when material resembling spray or trowel-applied asbestos is encountered during demolition work. Notify Consultant. Refer to Section 02 82 00.01 - Asbestos Abatement - Minimum Precautions, 02 82 00.02 - Asbestos Abatement - Intermediate Precautions, 02 82 00.03 - Asbestos Abatement - Maximum Precautions.

.2 PCB: Polychlorinated Biphenyl: stop work immediately when material resembling Polychlorinated Biphenyl is encountered during demolition work. Notify Consultant. Refer to Section 02 84 00 - Polychlorinate Biphenyl Remediation.

.3 Mould: stop work immediately when material resembling mould is encountered during demolition work. Notify Consultant. Refer to Section 02 87 13.13 - Precautions for Mould Remediation - Minimum Precautions, 02 87 13.14 - Precautions for Mould Remediation - Medium Precautions, 02 87 13.15 - Precautions for Mould Remediation - Maximum Precautions.

**1.5 BUILDING SMOKING ENVIRONMENT**

.1 Comply with smoking restrictions and municipal by-laws.

.2 Bidders are cautioned that the jobsite is a non-smoking site and shall make necessary allowances for observance by construction personnel. Any violation of or disregard to this site requirement by construction personnel is grounds for dismissal from the site.

**1.6 QUALITY ASSURANCE**

.1 Regulatory Requirements: Except as otherwise specified, contractor shall apply for, obtain, and pay fees associated with, permits, licenses, certificates, and approvals required by regulatory requirements and Contract Documents, based on General Conditions of Contract and the following:

.1 Regulatory requirements and fees in force on date of Bid submission, and

.2 A change in regulatory requirements or fees scheduled to become effective after date of tender submission and of which public notice has been given before date of tender submission

## Part 2 Products

**2.1 NOT USED**

.1 Not Used.

**2.2 EASEMENTS AND NOTICES**

.1 Owner will obtain permanent easements and rights of servitude that may be required for performance of Work.

.2 Contractor shall give notices required by regulatory requirements.

**2.3 PERMITS**

.1 Development Permit: Owner has applied for, obtained, and paid for development permit.

.2 Building Permit:

.1 Owner has applied for building permit. Contractor is responsible for obtaining and paying for building permit, and coordinating other permits required for Work and its various parts.

.2 Contractor will require that Subcontractors obtain and pay for permits required by authorities having jurisdiction, where their Work is affected by Work requiring permits.

.3 Contractor shall display building permit and other permits in a conspicuous location at Place of Work, as required by legislation.

.3 Occupancy Permits:

.1 Contractor shall apply for, obtain, and pay for occupancy permits, including partial occupancy permits where required by authority having jurisdiction.

.2 Consultant will issue appropriate instructions to contractor for correction to Work where Contract Document deficiencies are required to be corrected in order to obtain occupancy permits, including partial occupancy permits.

.3 Contractor shall correct deficiencies in accordance with Consultant's instructions. Where deficiency is not corrected, Owner reserves the right to make correction and charge contractor for costs incurred.

.4 Contractor shall turn occupancy permits over to Owner].

## Part 3 Execution

### 3.1 NOT USED

.1 Not Used.

**END OF SECTION**

## Part 1 General

### 1.1 SYMBOLS ON DRAWINGS

.1 Refer to drawings for explanation of symbols

### 1.2 CONVERSIONS

.1 Conversions used on drawings and in the specifications are typically “soft” conversions which are rounded off and are not exact imperial to metric conversions. Metric figures which are presented as decimals or as odd numbers are typically “hard” conversions that are exact conversions. Confirm with the Engineer any dimension or size that is in doubt or is extremely critical as to its conversion status.

.2 Pipe Size Conversions

| (mm) | (ins.) | (mm) | (ins.) |
|---|---|---|---|
| 5 | ¼ | 400 | 16 |
| 10 | 3/8 | 450 | 18 |
| 15 | ½ | 500 | 20 |
| 20 | 3/4 | 525 | 21 |
| 25 | 1 | 600 | 24 |
| 30 | 1 ¼ | 675 | 27 |
| 40 | 1 ½ | 750 | 30 |
| 50 | 2 | 860 | 34 |
| 65 | 2 ½ | 900 | 36 |
| 75 | 3 | 1050 | 42 |
| 100 | 4 | 1200 | 48 |
| 150 | 6 | 1350 | 54 |
| 200 | 8 | 1500 | 60 |
| 250 | 10 | 1650 | 66 |
| 300 | 12 | 1800 | 72 |
| 350 | 14 | 2100 | 84 |
| 375 | 15 | 2400 | 96 |

.3 “Hard” Conversions

1 inch = 25.4mm

12 inches = 304.8mm = 0.3048 metres
1 metre = 39.36 inches = 3.281 ft.
1.0 km (kilometre) = 1000 metres = 3,281 ft.
1.0 Imperial gallons = 4.54 litres
1.0 US gallons = 3.785 litres
1.0 cubic metre ($m^3$) = 1000 litres = 220 Imperial gallons
1.0 ML (megalitre) = 1,000,000 litres = 1000 $m^3$ = 220,000 Imperial Gallons
1.0 dam (cubic decametre) = 1000 cubic metres ($m^3$)
1.0 milligram per litre (mg/l) = 1.0 parts per million (ppm)
1.0 lb. = 16 ounces = 454 grams
1.0 kg. = 2.2 lbs.
1.0 Imperial gallons of water weighs 10.0 lbs. = 4.54 kgs.

1.0 litre of water weighs 1.0 kg = 2.2 lbs.
1.0 lb/in$^2$ (psi) = 2.31 ft. of water = 6.894 kPa
1.0 MPa = 1.0 megapascals = 1,000,000 pascals = 145 psi
1.0 m$^2$ = 10.76 ft$^2$
1.0 acre = 2.47 ha (hectares)
1.0 cubic metre = 1.307 cubic yards
1.0 cubic metre = 35.32 ft$^3$
1.0 mil = 0.001 ins. = 25.4 microns (mμ)
1.0 m/s (metres/second) = 3.28 ft/sec.
1.0 m$^3$/s (cubic metres/second) = 35.32 ft$^3$/sec.
1.0 l/s (litre/second) = 13.2 lgpm (Imperial gallons/minute)
1.0 hp (horsepower) = 0.746 kW (kilowatts)
1.0 Btu/h = 0.293 W (watts)

**1.3** Abbreviations

.1 Symbol or Abbreviation:

| | |
|---|---|
| | **A** |
| A | Ampere |
| AB | anchor bolt |
| ABS | acrylonitrile butadiene styrene (plastics) |
| ac | alternating current |
| AC | Asbestos cement(pipe) |
| AFC | Automatic frequency control |
| AF | audio frequency |
| A×h | Ampere hour |
| A1 | Aluminum |
| AM | Amplitude modulation |
| ARV | air release valve |
| AUX | Auxiliary |
| AVG | Average |
| AAVV | air vacuum valve |
| AWG | American wire gauge |
| | **B** |
| BAV | ball valve |
| BBL | Barrel |
| BFP | Backflow preventer |
| BLDG | Building |
| BM | bench mark (survey) |
| BoW | back of walk |
| BPD | barrels per day |
| Culv | culvert |
| CW | cold water |
| | **D** |
| Dam$^3$ | cubic decameter |
| dB | Decibel |
| BSMT | Basement |
| Btu | British thermal unit |
| BV | Butterfly valve |
| BWV | Backwater valve |
| | **C** |
| °X | Celsius degrees |
| CAV | combination air valve |
| CB | catch basin |
| CBR | Catch basin rim (elev.) |
| cc | cubic centimetre |
| CCRED | concentric reducer |
| Cd | Cadmium |
| CDN | Canadian |
| CI | cast iron |
| CIOD | Cast iron outside diameter |
| C-I-P | cast-in-place (concrete) |
| CI | centreline |
| Cm | centimetre(s) |
| CMP | corrugated metal pipe |
| CoR | City of Regina |
| Cplg | Coupling |
| CTR | centre |
| Cu | Copper |
| ft/s | foot per second |
| | **G** |
| g | Gram |
| g/m2 | Grams per square metre |
| ga | Gauge (NBC) |

| | |
|---|---|
| DBL | Double |
| Dc | direct current |
| Dft | dry film thickness |
| DIA | diameter |
| DIM | dimension |
| DL | deadload |
| DR | dimension ratio (SDR) |
| Dwg | drawing |
| DWV | drain, waste,vent (plastics-piping) |
| | **E** |
| ECRED | eccentric reducer |
| EHV | extra high voltage |
| EJCTR | ejector |
| ELL | elbow |
| EMT | electrical metallic tubing |
| EL | elevation |
| EPDM | Ethylene propylene Dienemonomer |
| | **F** |
| $^0$F | fahrenheit degrees |
| FBM | board foot (foot-board measure) |
| F/C | Flanged by compression (coupling) |
| Fe | Iron |
| FF | flat-faced |
| FIP | found iron pin |
| FIPT | female iron pipe thread |
| FLG | Flange |
| FLTR | Filter |
| FM | Frequency modulation |
| F/O | fibre optic (cable) |
| FoC | face of curb |
| FS | forged steel |
| FSD | flat side down |
| FSL | full surface level |
| FSU | flat side up |
| ft | Foot |
| ft/min | foot per minute |
| kVA | kilovolt ampere |
| kW | kilowatt |
| | **L** |
| 1 | litre |
| lb | pound |
| LC | length of curve |
| GALV | Galvanized |
| GR | guardrail |
| GRD | Electrical ground |
| GV | gate valve |
| | **H** |
| ha | Hectare |
| HDPE | High density polyethylene |
| hf | high frequency |
| HGL | Hydraulic grade line |
| hr | Hour |
| HRZ | Horizontal |
| Hp | Horsepower |
| HP | high pressure |
| HW | hot water |
| HYD | Hydrant |
| Hz | Hertz |
| | **I** |
| IF | inside fence |
| ID | inside diameter |
| Ig | Imperial gallons |
| Igpm | Imperial gallons per minute |
| In | inch(es) |
| INV | Invert |
| IP | iron pipe |
| IPS | Iron pipe size |
| IRR | irrigation box |
| | **J** |
| jb | Junction box |
| jr | Joint restraint (mechanical) |
| | **K** |
| kg | kilogram |
| KGV | knife gate valve |
| km | kilometre |
| km/h | kilometres per hour |
| kN | kilonewtons |
| kPa | kilopascals |
| kV | kilovolt |
| No(s) | Number(s) |
| NPT | National pipe thread |
| NTS | Not to scale |
| | **O** |
| oc | on-centre (dimension) |
| OD | Outside diameter |

| | |
|---|---|
| LIN | linear |
| LL | liveload |
| Lm | lumen |
| lP | low pressure |
| lpm | litres per minute |
| lps (1/s) | litres per second |
| LR | long radius |
| lx | lux |
| | **M** |
| m | metre |
| mA | milliamperes |
| MAX | maximum |
| $m^3/d$ | cubic metres per day |
| mg | milligram |
| MGD | million gallons per day |
| mg/l | milligrams per litre |
| MH | Manhole |
| MHR | Manhole rim (elev) |
| Migd | million imperial gallons per day |
| Mil | .001 inches |
| Min | minute(s) |
| MIN | minimum |
| misc | miscellaneous |
| MIPT | male iron pipe thread |
| MJ | megajoules |
| mm | millimetre |
| ML | megalitres |
| ML/d | megalitres per day |
| mPa | megapascals |
| m/s | metres per second |
| | **N** |
| N | Newton |
| N/A | Not Applicable |
| NC | Normally closed |
| NIC | not-in-contract |
| NO | Normally open |
| RTW | retaining wall |
| RWL | rainwater leader |
| | **S** |
| S | second(s) |
| Sec | section |
| SAN | sanitary (sewer) |
| SCH | schedule |
| oto | outside to outside (dimension) |
| OV | Overflow |
| | **P** |
| Pa | pascal |
| Pb | lead |
| p-brg | pedestrian bridge |
| PE | Polyethylene |
| pH | hydrogen-ion concentration |
| PI | point-of-intersection |
| Pl | property line |
| POP | population |
| p-o/p | pedestrian overpass |
| pp | power pole |
| ppb | parts per billion |
| ppm | parts per million |
| Pt | Platinum |
| p-tun | pedestrian tunnel |
| PVC | polyvinyl chloride (plastics) |
| PWL | Pumping water level |
| | **Q** |
| Qty | Quantity |
| | **R** |
| R | Radius |
| RCP | reinforced concrete pipe |
| Rcl | Repair clamp |
| RED | reducer or reducing |
| RF | raised-face |
| RFF | raised face flange |
| rebar | reinforced bars |
| REQD | Required |
| RGE | Range |
| Rpm | revolutions per minute |
| RR | Railroad |
| RW | raw water |
| RoW | right-of-way |
| R.M. | rural municipality |
| ToP | top of pipe (elev) |
| Twp | township |
| TYP | typical |
| | **U** |
| UG | underground |
| UHF | ultra high frequency |
| UV | ultraviolet |

| | |
|---|---|
| SM | survey monument |
| SPEC | specification |
| SPS | Sewage pumping station |
| Sq | square |
| SR | short radius |
| ss | storm sewer |
| SS | stainless steel |
| St. | street |
| ST | septic tank |
| STA | station |
| STD | standard |
| STPS | Stormwater pumping station |
| SW | switch |
| | **T** |
| tblk | thrust block |
| TDH | total differential head |
| Temp | temperature |
| thd | thread(ed) |
| THWRD | thaw rod |
| TLLD | total load |
| | **V** |
| V | volt |
| Vac | volts-alternating current |
| VC | Valve chamber |
| VCT | vitrified clay tile (pipe) |
| VERT | vertical |
| VHF | very high frequency |
| vol | Volume |
| | **W** |
| W | watt |
| WCB | water curb box |
| WL | water level |
| WOG | water, oil or gas |
| wt | wall thickness |
| WT | weight |
| | **X** |
| Xfmr | transformer |
| Xing | crossing |
| | **Y** |
| yd | yard |

**Part 2 Products**

**2.1 Not Used**

.1 Not Used

**Part 3 Execution**

**3.1 Not Used**

.1 Not Used

**END OF SECTION**

## Part 1 General

### 1.1 Latest Editions

.1 All references to specifications, standards, or methods of technical associations refer to the latest adopted revision, including all amendments, in effect on the date of submission of bids, except where a date or issue is specifically noted

### 1.2 Abbreviations

| | |
|---|---|
| AASHTO | American Association of State Highway and Transportation Officials |
| ACI | American Concrete Institute |
| AFBMA | Antifriction Bearing Manufacturers Association |
| AGA | American Gas Association |
| AGMA | American Gear Manufacturers Association |
| AISC | American Institute of Steel Construction |
| AMCA | Air Moving and Conditioning Association |
| ANSI | American National Standards Institute |
| API | American Petroleum Institute |
| ARI | Air Conditioning and Refrigeration Institute |
| ASCE | American Society of Civil Engineers |
| ASHRAE | American Society of Heating, Refrigerating and Air Conditioning Engineers |
| ASME | American Society of Mechanical Engineers |
| ASTM | American Society for Testing and Materials |
| AWMAC | Architectural Woodworkers Manufacturers Association of Canada |
| AWPA | American Wood Preservers Association |
| AWS | American Welding Society |
| AWWA | American Water Works Association |
| CAN | Canadian National Standard |
| CBM | Certified Ballast Manufacturers |
| CBTIC | Clay Brick and Tile Institute of Canada |
| CEC | Canadian Electrical Code |
| CEMA | Canadian Electrical Manufacturers Association |
| CGA | Canadian Gas Association |
| CGRA | Canadian Good Roads Association |
| CGSB | Canadian General Standards Board |
| CISC | Canadian Institute of Steel Construction |
| CITC | Canadian Institute of Timber Construction |
| CLA | Canadian Lumbermen Association |
| CMAA | Crane Manufacturers Association of America |
| CMHC | Canada Mortgage and Housing Corporation |
| CPCA | Canadian Painting Contractors Association |

| | |
|---|---|
| CPCI | Canadian Prestressed Concrete Institute |
| CRCA | Canadian Roofing Contractors Association |
| CRSI | Concrete Reinforcing Steel Institute |
| CSA | Canadian Standards Association |
| CSSBI | Canadian Sheet Steel Building Institute |
| CUA | Canadian Underwriters Association |
| CWB | Canadian Welding Bureau |
| CWC | Canadian Wood Council |
| CSPI | Corrugated Steel Pipe Institute |
| EEI | Edison Electric Institute |
| EEMAC | Electrical and Electronic Manufacturers of Canada |
| FFPC | Federal Fire Prevention Committee |
| FM | Factory Mutual Engineering Corporation |
| IAO | Insurers' Advisory Organization |
| IBRM | Institute of Boiler and Radiator Manufacturers |
| IEC | International Electrotechnical Commission |
| IEE | Institution of Electrical Engineers (U.K.) |
| IEEE | Institute of Electrical and Electronics Engineers |
| IES | Illuminating Engineering Society |
| IGMAC | Insulated Glass Manufacturers Association of Canada |
| IPCEA | Insulated Power Cable Engineers Association |
| ISA | Instrument Society of America |
| ISO | International Standardization Organization |
| LEMA | Lighting Equipment Manufacturers Association |
| LTIC | Laminated Timber Institute of Canada |
| MMA | Millwork Manufacturers Association |
| NAAMM | National Association of Architectural Metal Manufacturers |
| NACE | National Association of Corrosion Engineers |
| NBC | National Building Code of Canada |
| NEC | National Electrical Code |
| NESC | National Electric Safety Code |
| NFPA | National Fire Protection Association |
| NLGA | National Lumber Grade Authority |
| NSF | National Sanitation Foundation |
| OECI | Overhead Electrical Crane Institute |
| OH & S | Occupational Health and Safety |
| PCA | Portland Cement Association |
| PCI | Prestressed Concrete Institute |
| RLM | RLM Standards Institute |
| RTAC | Road and Transportation Association of Canada |

| | |
|---|---|
| SAE | Society of Automotive Engineers |
| SBI | Steel Boilers Institute |
| SEA | Saskatchewan Employment Act |
| SJI | Steel Joist Institute |
| SSPC | Steel Structures Painting Council |
| TTMAC | Terrazzo, Tile and Marble Association of Canada |
| ULC | Underwriters' Laboratories of Canada |
| USFG | United States Federal Government |
| WCB | Workers' Compensation Board |

**1.3 Conformance**

.1 Conform to these standards, in whole or in part as specifically requested in the specifications.

.2 If there is question as to whether any product or system is in conformance with applicable standards, the Engineer reserves the right to have such products or systems tested to prove or disprove conformance.

.3 The Owner will bear testing costs where the results of testing confirm conformance. In the event of determination of non-conformance, the Contractor will be required to bear all costs.

**Part 2 Products**

**2.1 Not Used**

.1 Not Used

**Part 3 Execution**

**3.1 Not Used**

.1 Not Used

**END OF SECTION**

## Part 1 General

### 1.1 RELATED REQUIREMENTS

.1 Section 01 33 00 - Submittals

### 1.2 REFERENCE STANDARDS

.1 Canadian Construction Documents Committee (CCDC)

.2 CCDC 2, Stipulated Price Contract.

### 1.3 INSPECTION

.1 Refer to CCDC 2.

.2 Allow Consultant access to Work. If part of Work is in preparation at locations other than Place of Work, allow access to such Work whenever it is in progress.

.3 Give two (2) working days notice requesting inspection if Work is designated for special tests, inspections or approvals by Consultant instructions, or law of Place of Work as prescribed in 01 33 00 - Submittals.

.4 If Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have inspections or tests satisfactorily completed and make good such Work.

.5 Consultant will order part of Work to be examined if Work is suspected to be not in accordance with Contract Documents. If, upon examination such work is found not in accordance with Contract Documents, correct such Work and pay cost of examination and correction.

### 1.4 QUALITY ASSURANCE

.1 In addition to Contractor Inspections and testing, the Consultant may take samples and conduct laboratory tests on materials and the finished product. Such tests are for the purpose of assuring compliance with the specifications. If any test results indicate non-compliance, the Consultant, at his sole discretion, may instruct the Contractor to cease all Work until corrective measures are implemented that meet the requirements.

### 1.5 PROCEDURES

.1 Notify appropriate agency and Consultant in advance of requirement for tests, in order that attendance arrangements can be made.

.2 Submit samples and/or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in orderly sequence to not cause delays in Work.

.3 Provide labour and facilities to obtain and handle samples and materials on site. Provide sufficient space to store and cure test samples.

### 1.6 REJECTED WORK

.1 Refer to CCDC 2, GC 2.4 Defective Work.

.2 Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by Consultant as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.

.3 Make good other Contractor's work damaged by such removals or replacements promptly.

.4 If in opinion of Consultant it is not expedient to correct defective Work or Work not performed in accordance with Contract Documents, Owner will deduct from Contract Price difference in value between Work performed and that called for by Contract Documents, amount of which will be determined by Consultant.

.5 Work until corrective measures are implemented that meet the requirements.

.6 The Consultant may, at his sole discretion, make available test results to the Contractor for information purposes. The Contractor makes use of this information at his own discretion and can not rely on the correctness or accuracy of those results as a substitute for a quality control program.

.7 The Consultant will identify to the Contractor any witness points required within the construction schedule a minimum of two (2) working days before the scheduled date.

.8 The Consultant may add or delete witness points based on changes to designs, specifications or processes, observations made during inspection, or other conditions that could affect quality verification.

**1.7 ROLE OF THE CONSULTANT**

.1 The decision or direction of the Engineer on questions arising under the Contract Documents are deemed to be final. In the event that the Contractor considers it necessary to dispute a decision or direction of the Engineer, he may seek remedy as stipulated in CCDC2 Part 8 – Dispute Resolution.

.2 The Engineer has the authority in an emergency to stop the progress of the Work, or to order that certain remedial Work be done immediately whenever, in the Engineer’s opinion, such stoppage or remedial Work is necessary to ensure the safety of life, or the Work, or neighbouring structures and property.

.3 In the event the Contractor neglects or refuses to immediately undertake any remedial Work or measures that, in the opinion of the Engineer, must be done immediately, the Owner may proceed to carry out that Work without further notice to the Contractor. In the event that this remedial Work was required due to a failure by the Contractor to adhere strictly to the Contract, the cost for such Work will be borne by the Contractor.

**1.8 REPORTS**

.1 Submit copies of inspection and test reports to Consultant as prescribed in Section 01 33 00 - Submittals.

## Part 2 Products

**2.1 NOT USED**

.1 Not Used

## Part 3 Execution

### 3.1 NOT USED

.1 Not Used

**END OF SECTION**

## Part 1 General

### 1.1 RELATED REQUIREMENTS

.1 Section 01 33 00 – Submittals

.2 Section 01 43 00 – Quality Assurance

### 1.2 REFERENCE STANDARDS

.1 Canadian Construction Documents Committee (CCDC)

.1 CCDC 2, Stipulated Price Contract and CCDC 2 Special Provisions – City of Regina.

### 1.3 INSPECTION

.1 Allow Consultant access to Work. If part of Work is in preparation at locations other than Place of Work, allow access to such Work whenever it is in progress.

.2 Give two (2) working days notice requesting inspection if Work is designated for special tests, inspections or approvals by Consultant instructions, or law of Place of Work.

.3 If Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have inspections or tests satisfactorily completed and make good such Work.

.4 Consultant will order part of Work to be examined if Work is suspected to be not in accordance with Contract Documents. If, upon examination such work is found not in accordance with Contract Documents, correct such Work and pay cost of examination and correction.

### 1.4 INDEPENDENT INSPECTION AGENCIES

.1 Independent Inspection/Testing Agencies may be engaged by Contractor for purpose of inspecting and/or testing portions of Work.

.2 Provide equipment required for executing inspection and testing by appointed agencies.

.3 Employment of inspection/testing agencies does not relax responsibility to perform Work in accordance with Contract Documents.

.4 If defects are revealed during inspection and/or testing, appointed agency will request additional inspection and/or testing to ascertain full degree of defect. Correct defect and irregularities as advised by Consultant at no cost to Consultant. Pay costs for retesting and reinspection.

.5 Notify Consultant and Owner, two (2) working days in advance of Municipal, Provincial or Federal inspections. The Contractor is to provide a detailed description of the purpose of the inspection in writing. Any reports issued as a result of these inspections are to be provided to the Consultant and Owner within 24 hours (1 working day) as receipt of report.

### 1.5 ACCESS TO WORK

.1 Allow inspection/testing agencies access to Work, off site manufacturing and fabrication plants.

.2 Co-operate to provide reasonable facilities for such access.

**1.6 PROCEDURES**

.1 Notify appropriate agency and Consultant in advance of requirement for tests, in order that attendance arrangements can be made.

.2 Submit samples and/or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in orderly sequence to not cause delays in Work.

.3 Provide labour and facilities to obtain and handle samples and materials on site. Provide sufficient space to store and cure test samples.

**1.7 REJECTED WORK**

.1 Refer to CCDC 2, GC 2.4 Defective Work.

.2 Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by Consultant as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.

.3 Make good other Contractor's work damaged by such removals or replacements promptly.

.4 If in opinion of Consultant it is not expedient to correct defective Work or Work not performed in accordance with Contract Documents, Owner will deduct from Contract Price difference in value between Work performed and that called for by Contract Documents, amount of which will be determined by Consultant.

**1.8 REPORTS**

.1 Submit copies of inspection and test reports to Consultant as prescribed in Section 01 33 00 - Submittals.

.2 Provide copies to subcontractor of work being inspected or tested.

**1.9 TESTS AND MIX DESIGNS**

.1 Furnish test results and mix designs as requested.

.2 Cost of tests and mix designs beyond those called for in Contract Documents or beyond those required by law of Place of Work will be appraised by Consultant and may be authorized as recoverable.

**1.10 MOCK-UPS**

.1 Prepare mock-ups for Work specifically requested in specifications. Include for Work of Sections required to provide mock-ups.

.2 Construct in locations acceptable to Consultant and Owner, as specified in specific Section of the contract documents.

.3 Prepare mock-ups for Consultant's and Owner’s review with reasonable promptness and in orderly sequence, to not cause delays in Work.

.4 Notify Consultant and Owner two (2) working days in advance for required inspection and approval of all mock-ups noted in the contract documents, drawings and specifications.

.5 Failure to prepare mock-ups in ample time is not considered sufficient reason for extension of Contract Time and no claim for extension by reason of such default will be allowed.

.6 If requested, Consultant will assist in preparing schedule fixing dates for preparation.

.7 Remove mock-up at conclusion of Work or when acceptable to Consultant.

.8 Mock-ups may remain as part of Work.

.9 Specification section identifies whether mock-up may remain as part of Work or if it is to be removed and when.

**1.11 MILL TESTS**

.1 Submit mill test certificates as requested and/or as specified/required in specification Sections of the contract documents.

**1.12 EQUIPMENT AND SYSTEMS**

.1 Submit adjustment and balancing reports for mechanical, electrical and building equipment systems.

## Part 2 Products

**2.1 NOT USED**

.1 Not Used.

## Part 3 Execution

**3.1 NOT USED**

.1 Not Used.

**END OF SECTION**

## Part 1 General

### 1.1 Related Requirements

.1 Section 01 11 00 – Summary of Work

.2 Section 01 51 00 – Temporary Utilities

.3 Section 01 52 00 – Construction Facilities

### 1.2 Scope

.1 Provide temporary facilities required to perform the Work in accordance with the requirements of this section.

### 1.3 Parking, Staging and Laydown Areas

.1 Locate, obtain and pay for rental, lease or acquisition of temporary parking, staging and laydown areas required for personnel, equipment and Products.

.2 Maintain areas in an accessible and orderly condition at all times.

.3 Adhere to local ordinances and bylaws relating to parking, storage, vehicle weights, noise and traffic flow for the area(s).

.4 Upon completion of Work, restore areas to at least the condition which existed before their use for this purpose and to the satisfaction of the landowner or the Engineer.

.5 Coordinate building access outside of normal hour of work with the Owner.

### 1.4 Storage

.1 Provide and pay for temporary storage facilities. Facilities to be secure, weathertight and capable of providing and maintaining proper storage conditions in accordance with the manufacturer’s instructions for each Product being stored.

### 1.5 TEMPORARY POWER AND LIGHT

.1 Owner will pay for temporary power during construction for temporary lighting and operating of power tools, to a maximum of 30 amps. Any power utilized by the Contractor outside of the facilities infrastructure will be provided for and paid of by the Contractor

.2 Arrange for connection with appropriate utility company. Pay costs for installation, maintenance and removal.

.3 Temporary power for electric cranes and other equipment requiring in excess of above is responsibility of Contractor based on General Conditions of Contract.

.4 Provide and maintain temporary lighting throughout project. Ensure level of illumination on all floors and stairs is not less than [162] lx.

.5 Electrical power and lighting systems installed under this Contract may be used for construction requirements only with prior approval of Owner provided that guarantees are not affected.

.6 Repair damage to electrical system caused by use under this Contract.

**.7** Replace lamps which have been used for more than 3 months.

## 1.6 TEMPORARY HEATING AND VENTILATION

.1 Provide temporary heating required during construction period, including attendance, maintenance and fuel.

.2 Construction heaters used inside building must be vented to outside or be flameless (vent free) type. Solid fuel salamanders are not permitted.

.3 Provide temporary heat and ventilation in enclosed areas as required to:

- .1 Facilitate progress of Work.
- .2 Protect Work and products against dampness and cold.
- .3 Prevent moisture condensation on surfaces.
- .4 Provide ambient temperatures and humidity levels for storage, installation and curing of materials.
- .5 Provide adequate ventilation to meet health regulations for safe working environment.

.4 Maintain temperatures of minimum 10 degrees Celsius in areas where construction is in progress.

.5 Ventilating:

- .1 Prevent accumulations of dust, fumes, mists, vapours or gases in areas occupied during construction.
- .2 Provide local exhaust ventilation to prevent harmful accumulation of hazardous substances into atmosphere of occupied areas.
- .3 Dispose of exhaust materials in manner that will not result in harmful exposure to persons.
- .4 Ventilate storage spaces containing hazardous or volatile materials.
- .5 Ventilate temporary sanitary facilities.
- .6 Continue operation of ventilation and exhaust system for time after cessation of work process to assure removal of harmful contaminants.

.6 Permanent heating system of building, to be used when available. Be responsible for damage to heating system if use is permitted.

.7 On completion of Work for which permanent heating system is used, the Contractor will arrange for a certified service representative inspect the units affected and provide written recommendation for maintenance. Contractor to implement and pay for the maintenance of the heating systems directly impacted and used during the course of construction.

.8 Ensure Date of Substantial Performance and Warranties for heating system do not start until entire system is in as near original condition as possible and is certified by Consultant.

.9 Owner will pay utility charges when temporary heat source is the existing building equipment.

.10 Maintain strict supervision of operation of temporary heating and ventilating equipment to:

.1 Conform with applicable codes and standards.

.2 Enforce safe practices.

.3 Prevent abuse of services.

.4 Prevent damage to finishes.

.5 Vent direct-fired combustion units to outside.

.11 Be responsible for damage to Work due to failure in providing adequate heat and protection during construction.

**1.7 Dewatering**

.1 Provide and pay for all required temporary drainage, collection and pumping facilities and labour required to maintain excavations, trenches, staging areas and Place of Work free of standing water.

**1.8 Water Supply**

.1 Provide and pay for supply and storage of suitable quality water for construction operations.

.2 Provide and pay for supply and storage of potable quality water for human use. Maintain facilities to potable standards.

**1.9 Sanitary Facilities**

.1 Provide and pay for sanitary facilities for personnel as stipulated by applicable legislation and local ordinances.

.2 Maintain all sanitary facilities in a clean, orderly, fresh and well stocked condition. Provide all required sanitary supplies. Enhanced cleaning protocols maybe required depending on the number of Workers utilizing the washroom facility.

**1.10 First Aid Facilities**

.1 Provide a completely equipped First-Aid facility at the Place of Work which meets or exceeds the equipment and staffing requirements of the Industrial First-Aid Regulations of the Worker's Compensation Board. Situate the facility in a location readily accessible at all times to all employees of any firm involved in the Work of the Contract. Maintain the facility in a clean, orderly and fully stocked condition at all times.

**1.11 Telephone**

.1 Provide and pay for temporary telephone service to a site office if one is provided or, for a cellular telephone for the job superintendent if a fixed site office is not provided. Fixed office telephone to be equipped with an outside sounding device adequate to alert personnel on the site of an incoming call. Site office phone to be provided with an answering machine or message manager service.

.2 Provide and pay for a temporary telephone service (pay phone not acceptable) and a fax machine for the Engineer's site office where one is specified. Engineer's office phone to be provided with an answering machine or message manager service. The Engineer will pay for all long distance calls placed from this phone.

.3 For locations where fixed telephone service is not readily available, provide and pay for cellular telephone service for the job superintendent and any resident inspector.

**1.12 Project Construction Sign**

.1 Intentionally Deleted.

**1.13 Fire Protection**

.1 Provide and maintain temporary fire protection equipment during performance of Work required by insurance companies having jurisdiction and governing codes, regulations and bylaws.

.2 Burning rubbish and construction waste materials is not permitted on Site.

**Part 2 Products**

**2.1 Not Used**

.1 Not Used

**Part 3 Execution**

**3.1 Not Used**

.1 Not Used

**END OF SECTION**

## Part 1 General

### 1.1 RELATED REQUIREMENTS

.1 Section 01 11 00 – Summary of Work.

.2 Section 01 33 00 – Submittal Procedures

.3 Section 01 50 00 – Temporary Facilities

.4 Section 01 51 00 – Temporary Utilities

.5 Section 01 56 00 – Temporary Barriers and Enclosures

.6 Section 01 74 19 – Waste Management and Disposal

.7 Section 01 92 00 – Facility Operation

### 1.2 REFERENCE STANDARDS

.1 Canadian Construction Documents Committee (CCDC)

.1 CCDC 2, CCDC 2 Supplementary Provisions - City of Regina.

.2 Canadian General Standards Board (CGSB)

.1 CAN/CGSB 1.189-[00], Exterior Alkyd Primer for Wood.

.2 CGSB 1.59-[97], Alkyd Exterior Gloss Enamel.

.3 CSA Group (CSA)

.1 CSA-A23.1/A23.2-[04], Concrete Materials and Methods of Concrete Construction/Methods of Test and Standard Practices for Concrete.

.2 CSA-0121-[M1978(R2003)], Douglas Fir Plywood.

.3 CAN/CSA-S269.2-[M1987(R2003)], Access Scaffolding for Construction Purposes.

.4 CAN/CSA-Z321-[96(R2001)], Signs and Symbols for the Occupational Environment.

.4 Public Works Government Services Canada (PWGSC) Standard Acquisition Clauses and Conditions (SACC)-ID: R0202D, Title: General Conditions 'C', In Effect as of: May 14, 2004.

.5 United States Environmental Protection Agency (EPA) / Office of Water

.1 EPA 832R92005, Storm Water Management for Construction Activities: Developing Pollution Prevention Plans and Best Management Practices.

### 1.3 ACTION AND INFORMATIONAL SUBMITTALS

.1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.

### 1.4 INSTALLATION AND REMOVAL

.1 Based on the areas identified in the contract documents, prepare site plan indicating proposed location and dimensions of area to be fenced and used by Contractor, number of trailers to be used, avenues of ingress/egress to fenced area and details of fence installation. Submit to Consultant and Owner, ten (10) calendar days after Notice of Award.

.2 Identify areas which have to be gravelled to prevent tracking of mud.

.3 Indicate use of supplemental or other staging area.

.4 Provide construction facilities in order to execute work expeditiously.

.5 Remove from site all such work after use.

**1.5 SCAFFOLDING**

.1 Scaffolding in accordance with CAN/CSA-S269.2.

.2 Provide and maintain scaffolding, ramps, ladders, platforms and temporary stairs in accordance with Occupational Health and Safety Regulations and all legislation having jurisdiction.

**1.6** Contractor to provide scaffolding, as required, for all areas where work will be undertaken, to ensure safe access to perform all work indicated in the contract documents. Reference Section 01 56 00 Temporary Barriers and Enclosures.

**1.7 HOISTING**

.1 Provide, operate and maintain hoists/cranes required for moving of workers, materials and equipment. Make financial arrangements with Subcontractors for their use of hoists.

.2 Hoists/cranes to be operated by qualified operator.

**1.8 ELEVATORS**

.1 Not Used.

**1.9 SITE STORAGE/LOADING**

.1 Refer to CCDC 2, GC 3.13 Clean Up.

.2 Confine work and operations of employees by Contract Documents. Do not unreasonably encumber premises with products.

.3 Do not load or permit to load any part of Work with weight or force that will endanger Work

.4 Loading all required roofing materials onto the roof is the Contractors responsibility. Locations for placement of the roofing materials on the roof will be provided by the Consultant at the pre-construction meeting.

**1.10 CONSTRUCTION PARKING**

.1 Limited parking will be permitted on site provided it does not disrupt performance of Work.

.2 Provide and maintain adequate access to project site.

.3 Clean runways and taxi areas where used by Contractor's equipment.

**1.11 SECURITY**

.1 Provide and pay for responsible security personnel to guard site and contents of site after working hours and during holidays. Discuss security requirements with Engineer and Owner at pre-construction meeting. Periodically, throughout the construction phases, review security requirements so that they can be updated and/or to maintain existing requirements

**1.12 OFFICES**

.1 Provide office heated to 22 degrees C, lighted and ventilated, of sufficient size to accommodate site meetings and furnished with drawing laydown table. Office is to be maintained in a clean condition.

.2 Provide marked and fully stocked first-aid case in a readily available location.

.3 Subcontractors to provide their own offices as necessary. Direct location of these offices.

**1.13 EQUIPMENT, TOOL AND MATERIALS STORAGE**

.1 Provide and maintain, in clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.

.2 Locate materials not required to be stored in weatherproof sheds on site in manner to cause least interference with work activities.

**1.14 SANITARY FACILITIES**

.1 Provide sanitary facilities for work force in accordance with governing regulations and ordinances.

.2 Post notices and take precautions as required by local health authorities. Keep area and premises in sanitary condition.

.3 When permanent water and drain connections are completed, provide temporary water closets and urinals complete with temporary enclosures, inside building. Permanent facilities may be used on approval of Consultant.

**1.15 CONSTRUCTION SIGNAGE**

.1 Provide and erect project sign, within three weeks of signing Contract, in a location designated by Consultant.

.2 No other signs or advertisements, other than warning signs, are permitted on site.

.3 Maintain approved signs and notices in good condition for duration of project, and dispose of off site on completion of project or earlier if directed by Consultant.

**1.16 PROTECTION AND MAINTENANCE OF TRAFFIC**

.1 Provide access and temporary relocated roads as necessary to maintain traffic.

.2 Maintain and protect traffic on affected roads during construction period except as otherwise specifically directed by Consultant and Owner.

.3 Provide measures for protection and diversion of traffic, including provision of watch-persons and flag-persons, erection of barricades, placing of lights around and in front of equipment and work, and erection and maintenance of adequate warning, danger, and direction signs

.4 Protect travelling public from damage to person and property.

.5 Contractor's traffic on roads selected for hauling material to and from site to interfere as little as possible with public traffic.

.6 Verify adequacy of existing roads and allowable load limit on these roads. Contractor: responsible for repair of damage to roads caused by construction operations.

.7 Construct access and haul roads necessary.

.8 Haul roads: constructed with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic shall be avoided.

.9 Provide necessary lighting, signs, barricades, and distinctive markings for safe movement of traffic.

.10 Dust control: adequate to ensure safe operation at all times.

.11 Location, grade, width, and alignment of construction and hauling roads: subject to approval by Consultant.

.12 Lighting: to assure full and clear visibility for full width of haul road and work areas during night work operations.

.13 Provide snow removal during period of Work.

.14 Remove, upon completion of work, haul roads designated by Consultant.

**1.17 CLEAN-UP**

.1 Remove construction debris, waste materials, packaging material from work site daily.

.2 Clean dirt or mud tracked onto paved or surfaced roadways.

.3 Store materials resulting from demolition activities that are salvageable.

.4 Stack stored new or salvaged material not in construction facilities.

**1.18 DUST CONTROL**

.1 Control dust to the extent that it poses no restriction to visibility or safety of the public or defacement of public property or structures. Keep any traffic lanes adjacent to the Work area swept clean at all times.

.1 In addition to the any dust control measures specified in this Contract, the Engineer may direct that water, bituminous prime coat or emulsified asphalt mixed with water be sprayed on the roadway to further control dust.

.2 If the hauling creates a dust problem for private dwellings or businesses, the Contractor may be required to spray water or a bituminous prime coat on the haul road or highway.

.3 All costs in connection with any aspects of the above-mentioned dust control are deemed to be included in the Total Tender Price.

**.2** Control dust within buildings and structures in a manner satisfactory to the Engineer to the extent that it poses neither risk nor nuisance to occupants or to the operation or maintenance of utility systems serving the building or structure.

## 1.19 PROTECTION OF TREES, SHRUBS AND VEGETATION

.1 Permanent tree removal or relocation within City Limits requires preapproval by the Parks and Community Services Committee prior to Notice of Award and will not be granted during the course of the Work except in special circumstances. Refer to Section 01 35 43 – Environmental Procedures and the Contract Drawings for information regarding removal or relocation approvals granted.

.2 Protect trees, including root systems and canopy, from damage in accordance with the Regina Urban Forest Management Strategy (Appendix G) and Bylaw No 2002-48, The Forestry Bylaw, 2002. Alteration of trench alignment is only acceptable if approved by the Engineer.

.3 Obtain prior approval from Community Services for temporary relocation of small trees and shrubs and for the method and location for doing so.

.4 Protect trees, shrubs and other vegetation roots and foliage within the full extent of the dripline at all locations where they may be affected by the Work. Obtain Parks and Community Services Committee approval for proposed protection methods before proceeding with them.

.5 Do not alter grade within the dripline of trees and shrubs that will be retained.

.6 Traffic, dumping and storage of materials within driplines and over root zones are prohibited.

.7 Bear all penalty costs, applied at City of Regina Assessed Value, for damaging trees, shrubs and turf areas outside of indicated or approved boundaries of the Place(s) of Work, including replacement, resulting from the Work.

.8 Limit stripping of topsoil and vegetation to areas approved by the Engineer.

## 1.20 EXISTING UTILITIES

.1 Locate all utilities existing within the boundaries of excavation, demolition or alteration required by the Work. Employ location techniques which cause the least amount of damage and disruption. Specifically, use the water jet/vac truck method where appropriate and where non-invasive methods are not possible or satisfactory to the Engineer. Ensure that all employees and Sub-Contractors are made aware of the locations of all buried and overhead utilities (locations as shown on the drawings are approximate only) and of the importance of avoiding damage to them. Bear all costs for location of all utilities and for repair of any damage caused to these utilities.

.2 The Engineer has endeavoured to show all utilities on the drawings. No guarantee express or implied is given with regard to the completeness or accuracy of the information presented. The Contractor is wholly responsible for the location of all utilities which may be damaged as a result of his operations or which may conflict with or hamper free access to the Work or which pose a potential safety hazard.

.3 Protect from damage all underground and surface structures and utilities encountered during construction unless the Engineer has issued written authorization for their removal.

.4 Restore all structures and utilities damaged as a result of the Work of the Contract to at least the physical and operating condition that existed prior to the Work. Bear all costs for such restoration.

.5 Plan and execute the Work such that there is no curtailment or interruption of normal utility service without express prior approval of the authority responsible for each utility affected.

.6 Determine the period of advance notification required by each utility for field location of their service and for planned interruption of service. Ensure each utility is contacted within the required notification periods.

.7 Provide a minimum of 24 hours notice of interruption of utility service to each individual customer that will be affected.

.8 Where permission is not granted to interrupt permanent utility service, establish temporary facilities, approved by the authorities of the utility concerned, to provide uninterrupted temporary service.

.9 Plan and carry out the Work so as not to obstruct or make inaccessible existing hydrants, valves, curb stops, fire or police call boxes, transformers, control cabinets, warning systems, manholes or appurtenances thereof.

.10 Keep existing culverts, drains, flumes and ditches clear of obstruction at all times. Where obstruction is unavoidable provide and maintain temporary means of disposal or transport of drainage water.

## 1.21 CUTTING AND PATCHING

.1 Submit a written request in advance of performing cutting or alteration which may affect:

- .1 Structural integrity of any element.
- .2 Integrity of weather exposed or moisture resistant elements.
- .3 Efficiency, maintenance or safety of any operational element.
- .4 Visual qualities of sight exposed elements.
- .5 Work of Owner or separate Contractor.

.2 Inspect existing conditions including elements which may be subject to damage or movement during cutting and patching. Provide all necessary measures to prevent or minimize damage or movement to levels deemed acceptable by the Engineer.

.3 Perform cutting and patching of rigid materials using saws or drills. Use of impact tools is prohibited unless specifically authorized by the Engineer.

.4 Refinish or replace surfaces adjacent to cutting or patching operations which are damaged as a result of those operations. For continuous surfaces refinish to the nearest joint(s). For assemblies refinish the entire unit. Restore Work with new Product.

.5 Where a penetration is made through a fire rated wall, fill all voids and annular spaces using non-shrink mastic rope or other approved product such that the full fire rating of the wall is restored in compliance with the applicable Fire and Building Codes.

**1.2 SURVEYS AND SURVEY MARKERS**

.1 Unless specified elsewhere to the contrary, the Engineer will establish benchmarks, monuments and stake lines, designated as such to the Contractor, and will be responsible for their accuracy.

.2 The Contractor may establish additional base lines and other principal controlling points, lines and grades as he requires. The Contractor is wholly responsible for the accuracy of this work in relation to the control established by the Engineer. The Engineer may check lines and grades established by the Contractor.

.3 Bear all costs for the replacement of legal survey markers disturbed, removed or damaged by construction where such markers were 4.0 m or more from the centreline of pipe being installed or outside face of structure being built. Notify the Engineer if it is desired to move an existing marker which is within the 4.0 m distance prior to moving marker. The relocation of the marker will be at the expense of the Owner only if the Engineer agrees that the movement of the marker is warranted by the requirements of the construction operation.

.4 Legal survey markers may be replaced only by a qualified Saskatchewan Land Surveyor.

.5 All elevations established by the Engineer will be metric Geodetic Datum.

## Part 2 Products

**2.1 NOT USED**

.1 Not Used.

## Part 3 Execution

**3.1 TEMPORARY EROSION AND SEDIMENTATION CONTROL**

.1 Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction, sediment and erosion control drawings, sediment and erosion control plan, specific to site, that complies with EPA 832/R-92-005 or requirements of authorities having jurisdiction, whichever is more stringent.

.2 Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.

.3 Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

**END OF SECTION**

## Part 1 General

### 1.1 DEFINITIONS

.1 Advanced Communication Plan – A subset drawing included in the Traffic Accommodation Plans, which depicts the locations of electronic message boards or similar static signs to inform the travelling public of an upcoming closure, restriction and/or detour.

.2 Spotter – Any persons trained and certified in work-zone flagging, whose function is to protect the workers from traffic dangers and guide construction related vehicles and/or equipment into their prescribed work zone as defined in the Contract, or to assist with equipment manoeuvres when required. Spotters are not flag persons; a spotter's sole responsibility is the safety of other workers at the work site.

.3 Flag Person – Any persons trained and certified in work-zone flagging, whose function is to act as the main method of controlling traffic on a two-way road by utilizing a Slow/Stop paddle and wearing CSA Z96 Class 3 conformant personal protective equipment.

.4 Traffic Accommodation Plan – A signage and/or detour plan that is reviewed and/or created by the Traffic Engineering Branch. Therefore, is required for all construction work within the road right of way, which modifies vehicular, bicycle and/or pedestrian travel paths to ensure safe and effective movement of traffic through or around the work area.

.5 Traffic Accommodation Supervisor – An employee of the Contractor who has been designated the responsibility for the implementation, adherence, and removal of the traffic accommodation(s) within the limits of the worksite, during all phases of the project.

### 1.2 REFERENCE STANDARDS

.1 City of Regina

.1 Temporary Traffic Control Manual - [19].

.2 Saskatchewan Ministry of Highways and Infrastructure

.1 Traffic Control Devices Manual for Work-zones - [19].

.3 Transportation Association of Canada

.1 Manual of Uniform Traffic Control Devices Canada, 5th Edition - [14].

.2 National Guidelines for Work Zone Safety in Canada – [16].

### 1.3 SCOPE

.1 This section refers to the supply, administration and maintenance of the traffic accommodation and control within a temporary work zone(s) to safely and efficiently guide traffic through and/or around the work zone(s) in the manner shown in the contract documents.

.2 Adhere to local ordinances and bylaws relating to parking, storage, vehicle weights, noise and traffic flow for the area(s).

.3 Provide to the Engineer and Owner a Traffic Control Plan within 10 calendar days of Notice of Award as per Section 01 33 00- Submittal Procedures and meeting the requirements of City of Regina – Bylaw 9900. The Traffic Control Plan will include hauling routes for Overweight vehicles and hazardous material disposal.

## 1.4 RESPONSIBILITES

.1 The Contractor is responsible for all aspects of the traffic control and notification during the execution of the Contract on a 24 hours per day, seven (7) days per week basis for the entire term of the Contract including all holidays.

.2 Other responsibilities include:

.1 Possessing a valid temporary street use permit if working outside the work zone limits as described in the contract;

.2 Adherence to the Traffic Accommodation Plans, specifications and procedures;

.3 Training/certification of all flag persons and spotters;

.4 Use of appropriate personal protective equipment; and

.5 Minimum of twice daily documented inspections of the traffic accommodations per work zone to confirm adherence to all items in line item 2 of the *Other responsibilities include* category. All deviations should be rectified promptly upon discovery.

.6 The Contractor shall create and maintain an inspection log indicating time of day inspection was completed, printed name and signature of person who completed the inspection and any other noted deviations or issues which required corrective action.

## 1.5 TRAFFIC ACCOMMODATION SUPERVISOR

.1 The Contractor shall identify at least one person as the Traffic Accommodation Supervisor who will assume primary responsibility for the temporary traffic accommodation in the limits of the project extents. Contact information including telephone number and e-mail address shall be provided to the Consultant. The Traffic Accommodation Supervisor shall be responsible for the following items during execution of the contract:

.1 Identifying potential danger areas, providing signage and temporary traffic accommodations necessary to provide a safe and convenient travel path for motorists;

.2 Erecting, moving, cleaning, removing and replacing all signs and other traffic control devices, used to control and accommodate traffic during the construction in and adjacent to the work zone;

.3 Directing, supervising and ensuring that flag persons are trained in the proper procedures for flagging and maintain in their possession, a valid certificate indicating successful completion of an approved flag person training course.

.2 Any changes to the Traffic Accommodation Plan within the Contract by the Contractor or Traffic Accommodation Supervisor during Contract executing shall be:

.1 Documented with written explanations for the changes provided to the Consultant immediately;

.2 Reviewed and approved by the Traffic Engineering Branch prior to implementation, and;

.3 Implemented only after the Traffic Accommodation Plan has been revised and re-issued.

.3 Notwithstanding section 1.5.2.3, the Contractor or Traffic Accommodation Supervisor shall immediately provide additional traffic control in the event of an emergency to sufficiently mitigate the occurrence until it can be resolved.

.4 No additional payment will be granted to the Contractor for any changes made pursuant to section 1.5.2.1, 1.5.2.2 or 1.5.2.3.

.5 No additional payment or extension to the Contract completion dates will be granted to the Contractor for any changes made pursuant to section 1.5.3 until the supplementary budget provided in section 3.1.2 has been exhausted.

**1.6 BID ITEMS**

.1 Not Used.

## Part 2 Products

**2.1 INFORMATIONAL AND WARNING DEVICES**

.1 Provide and maintain all traffic control devices required to indicate construction activities or other temporary and unusual conditions resulting from Project Work which requires road users to respond.

.2 The Contractor shall provide construction signing, delineation and barricading that conforms to Appendix A – City of Regina Temporary Traffic Control Manual (2019), the most recent edition of Transportation Association of Canada's Manual of Uniform Traffic Control Devices, Transportation Association of Canada’s National Guidelines for Work Zone Safety in Canada and the Regina Traffic Bylaw, No.9900.

## Part 3 Execution

**3.1 TRAFFIC ACCOMMODATION PROCEDURE**

.1 The setup and removal of a traffic accommodation plan creates a situation which is often more hazardous than completing the actual work in which it is accommodating for. The workers placing the advance signs and channelizing devices are often exposed to traffic during these times. To minimize the hazards, it is essential that the setup and removal actives are carried out in a quick and orderly fashion. The following safety principles shall be adhered to:

.1 All workers shall wear personal protective equipment that are in accordance to the terms of the contract;

.2 All vehicles involved in the setup and removal of the temporary traffic control zones shall have amber flashing lights, visible in all directions on two-way roads or a flashing arrow board on multi-lane roads;

.3 Have tail gate meetings prior to setup and removal of temporary traffic control zones;

.4 No delineation devices, barrier or barricades shall be installed until all advance and transition signage have been setup; and

.5 Work in the designated work area shall only start once all traffic control devices are in place and in accordance to the approved traffic accommodation plan.

.2 Failure to provide, properly place, or maintain the required accommodation equipment or personnel may result in the issuance of a stop work order until the problem is rectified. No claims will be considered for either costs incurred or extensions to the Contract completion date as a result of such order.

.3 The Contractor shall Review the traffic accommodation requirements with the Consultant prior to proceeding with installation.

## 3.2 ADVANCED INFORMATION SIGNS

.1 For implementation of any/all work requiring a closure on a collector classified roadway, or restriction/closure on an arterial or expressway classified roadway, the Contractor shall provide notification to the Consultant no less than five (5) business days prior to the initial commencement of Work so an approved Public Notification Plan (if applicable) can be implemented. Following the initiation of the Work, notification shall be given from the Contractor to the Consultant no less than three (3) business days prior to any change of an accommodation phase to a subsequent accommodation phase so an approved Public Notification Plan (if applicable) can be implemented.

.2 The approved no parking plans (if applicable) must be in place for at least two (2) calendar days before Work commences and prior to any work phase changes. The Contractor must document the date and time the signs were installed and provide a record to the Consultant in the event a ticket is issued and is challenged in court. There shall be one (1) sign placed at minimum every 75 lineal metres as directed by the No Parking Plans. Signs shall be clear and visible; several photographs of the area should be taken once the signs are placed and accompany the document stating the date and time of the placement.

.1 No parking notification sign materials shall conform to the most recent version of the Manual of Uniform Traffic Control Devices Canada, Section A.

.2 The template and dimensions for no parking notifications are attached in Appendix B.

.3 If there are violators the City may have the vehicle towed.

## 3.3 PROTECTION OF PUBLIC TRAFFIC

.1 Comply with requirements of Acts, Regulations and By-Laws in force for regulation of traffic or use of roadways upon or over which it is necessary to carry out Work or haul materials or equipment.

.2 Traffic accommodations must not contravene the law.

.3 When working on travelled way:

.1 Place equipment in position to minimize interference and hazard to travelling public.

.2 Keep equipment units as close together as working conditions permit and preferably on same side of travelled way.

.3 Do not leave equipment on travelled way overnight, unless the road is closed to public traffic

.4 Close lanes of road only after receipt of written approval from the Consultant.

.1 Before re-routing traffic erect suitable signs and devices as depicted in the Traffic Accommodation Plan.

.2 Promptly cover or remove traffic control devices that conflict with the temporary conditions in force.

.5 Keep travelled way graded, free from potholes and of sufficient width for required number of lanes of traffic.

.1 Provide 6.5-metre-wide minimum temporary roadway for traffic in two-way sections through Work and on detours.

.2 Provide 3.5-metre-wide minimum temporary roadway for traffic in one-way sections through Work and on detours.

.6 Provide and maintain road access and egress to properties within the work-zone and in other areas as indicated where applicable, except where other means of road access exist that meet approval of the Consultant.

.7 Meet with the Consultant prior to commencement of Work to review the Traffic Accommodation Plan for the project. If on-site conditions have changed, revise list to approval of the Consultant.

.8 Continually maintain traffic control devices in use:

.1 Check signs minimum twice daily for legibility, damage, suitability and location. Clean, repair or replace to ensure clarity and reflectance.

.2 Remove or cover signs which do not apply to conditions existing from day to day.

.9 Clearly mark excavations, construction equipment or other temporary obstructions to normal traffic using reflective devices, lights or flares, particularly during the time between sunset and sunrise. Provide, install and maintain all traffic control devices, signage or personnel required for safe and efficient detours and restrictions necessitated by the Work to the satisfaction of the Engineer.

## 3.4 REMOVAL OF PERMANENT SIGNAGE

.1 If any permanent signs owned by the City are required to be moved during the course of the Contract, the Contractor shall notify the Consultant to arrange to have them documented and stored by the City. Temporary replacement signs may be required to be installed until the Contractor can arrange for the sign(s) to be reinstated. All associated costs shall be borne by the Contractor.

## 3.5 FLAG PERSONS & SPOTTERS

.1 Flag-persons are prohibited for use in any construction zone unless approved by Traffic Engineering. Flag-persons and spotters must be holders of a certificate of training in work zone flagging from the Saskatchewan Safety Council (Flag Person) or equivalent.

.2 Copies of valid certificates must be submitted for each flag-person or spotter seven (7) calendar days prior to the commencement of Work as described in the Contract.

.1 If certifications are not provided, all flagging and spotting operations shall be prohibited.

.2 The prohibited use of flag-persons or spotters shall result in the issuance of a stop-work order until rectification.

.3 The Contractor shall not hold the Owner liable for any delays resulting from any stop-work order for the prohibited use of flag-persons or spotters.

.4 No extension to the Contract completion dates will be granted for this process.

.3 Spotters may be utilized in the following situations:

.1 When trucks enter the travelled way from the work zone.

.2 A worker is in a compromising position where they may be exposed to oncoming traffic or other hazards that are not within their line of sight.

.3 As approved by Traffic Engineering.

.4 If flag-persons are approved by Traffic Engineering, a list of mandatory policies and procedures derived from the Saskatchewan Ministry of Highways and Infrastructure will be provided.

## 3.6 TRAFFIC SIGNALS

.1 The Contractor shall provide a minimum of five (5) business days' notice to the Owner when changes to the phasing of traffic signals within the project area are required. The Contractor shall be on-site to meet with the Consultant's representative during modifications to traffic signals and shall be prepared to promptly continue Work once modifications are complete. Any traffic accommodations changes related to the phasing are to occur during regular working hours (Monday to Friday). The Contractor shall not hold the Consultant or their representative liable for any delays resulting from failure to meet these requirements.

## 3.7 DETOURS

.1 Detour or restrict traffic as shown in the Contract Documents unless otherwise approved by the Traffic Engineering Branch. In case of emergency, immediately provide appropriate traffic accommodation to mitigate the emergency, and obtain the appropriate approvals as soon as possible.

## 3.8 HAZARDS

.1 The Contractor shall protect all obstructions and excavations remaining overnight with the appropriate barricades, concrete jersey barriers, barrels or any combination thereof. The Contractor shall equip all the foregoing with reflective material and flashers.

.2 The Contractor shall keep the travelled way clear of debris and of sufficient width for the required number of lanes of traffic.

**3.9 EMERGENCY VEHICLES**

.1 Emergency vehicle access shall be maintained at all times during all phases of the Work. This includes, but is not limited to, ramping excavated road sections, and if required ramping to properties as identified by the Consultant during the Work. A minimum unobstructed buffer of six (6) metres shall be maintained at all times in all work zones. There will be no additional payment for this safety requirement but shall be part of the Work as described in the Contract regarding safety and traffic accommodations.

**3.10 SIGN INSPECTION & MAINTENANCE**

.1 The Contractor shall keep clean and maintain all traffic control devices on a 24-hour basis seven (7) days a week including Sundays and holidays.

.2 The Contractor shall promptly cover or remove permanent traffic control devices that conflict with the erected temporary traffic accommodation.

.3 The Contractor shall provide stand mounted signs and secure stands with rubber weights, sandbags or suitable posts firmly embedded in the ground. Signs are not permitted on barricades. Place signs of the appropriate direction, size, and letter dimensions so they are clearly visible to approaching traffic.

.4 The Contractor's Traffic Accommodation Supervisor shall inspect the traffic accommodation plan at least twice every Calendar Day, identify any deficiencies, and keep a record of the inspections including time of the inspection. Immediately replace or clean any traffic control devices found to be deficient.

.5 All traffic accommodation inspections shall be provided to the Consultant once per week, in a format acceptable to the Consultant.

**3.11 REMOVAL OF MATERIALS**

.1 After completing the Work, the Contractor shall ensure that all elements of the traffic accommodation plan have been removed from the road right-of-way.

.2 The Contractor shall ensure that all permanent signage has been restored to its original state. This includes the uncovering or arranging for re-installation.

**3.12 DEFICIENCY WORK**

.1 Deficiency work may require a separate traffic accommodation plan to complete the work.

.2 No claims will be considered for either costs incurred or extensions to the Contract completion date as a result of acquiring additional traffic accommodation plans and devices to complete deficiency work.

**END OF SECTION**

## Part 1 General

### 1.1 RELATED REQUIREMENTS

.1 Section 01 35 23 - Owner Safety Requirements.

.2 Section 01 52 00 - Construction Facilities

### 1.2 REFERENCE STANDARDS

.1 Canadian General Standards Board (CGSB)

.1 CGSB 1.59-[97], Alkyd Exterior Gloss Enamel.

.2 CAN/CGSB 1.189-[00], Exterior Alkyd Primer for Wood.

.2 CSA Group (CSA)

.1 CSA-O121-[M1978(R2003)], Douglas Fir Plywood.

.3 Public Works Government Services Canada (PWGSC) Standard Acquisition Clauses and Conditions (SACC)-ID: R0202D, Title: General Conditions 'C', In Effect as Of: May 14, 2004.

### 1.3 INSTALLATION AND REMOVAL

.1 Provide temporary controls in order to execute Work expeditiously.

.2 Remove from site all such work after use.

### 1.4 HOARDING

.1 Erect temporary site enclosure using fence panels wired to rolled steel "T" bar fence posts. Provide one lockable truck gate. Maintain fence in good repair.

.2 Erect and maintain pedestrian walkways including roof and side covers, complete with signs and electrical lighting as required by law.

.1 Provide barriers around trees and plants designated to remain. Protect from damage by equipment and construction procedures.

### 1.5 GUARD RAILS AND BARRICADES

.1 Provide secure, rigid guard rails and barricades around deep excavations, open shafts, open stair wells, open edges of floors and roofs.

.2 Provide as required by governing authorities and as indicated in the contract documents, drawings and specifications.

.3 Contractor is to provide scaffolding as required to provide safe access to all areas where work of the contract is to be completed.

### 1.6 WEATHER ENCLOSURES

.1 Provide weather tight closures to unfinished door and window openings, tops of shafts and other openings in floors and roofs.

.2 Close off floor areas where walls are not finished; seal off other openings; enclose building interior work for temporary heat.

.3 Design enclosures to withstand wind pressure and snow loading.

**1.7 DUST TIGHT SCREENS**

.1 Provide dust tight screens or insulated partitions to localize dust generating activities, and for protection of workers, finished areas of Work and public.

.2 Maintain and relocate protection until such work is complete.

**1.8 ACCESS TO SITE**

.1 Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to Work.

**1.9 PUBLIC TRAFFIC FLOW**

.1 Provide and maintain competent signal flag operators, traffic signals, barricades and flares, lights, or lanterns as required to perform Work and protect public.

**1.10 FIRE ROUTES**

.1 Maintain access to property including overhead clearances for use by emergency response vehicles.

**1.11 PROTECTION FOR OFF-SITE AND PUBLIC PROPERTY**

.1 Protect surrounding private and public property from damage during performance of Work.

.2 Be responsible for damage incurred.

**1.12 PROTECTION OF BUILDING FINISHES**

.1 Provide protection for finished and partially finished building finishes and equipment during performance of Work.

.2 Provide necessary screens, covers, and hoardings.

.3 Confirm with Owner locations and installation schedule 3 days prior to installation.

.4 Be responsible for damage incurred due to lack of or improper protection.

**1.13 WASTE MANAGEMENT AND DISPOSAL**

.1 Separate waste materials for recycling in accordance with Section 01 74 19 - Waste Management and Disposal.

.2 Waste materials demolished throughout the workday are to be immediately bagged and secured to ensure nothing is blown off or falls from the roof during any aspect of the construction project. At the pre-construction meeting the Contractor is to discuss and determine with the Owner and Consultant how materials will be secured and the frequency in which the garbage materials are to be removed from site.

**Part 2 Products**

**2.1 NOT USED**

.1 Not Used.

**Part 3 Execution**

**3.1 NOT USED**

.1 Not Used.

**END OF SECTION**

## Part 1 General

### 1.1 RELATED REQUIREMENTS

.1 Section 02 42 13 – Abbreviations, Symbols and Conversions

.2 Section 01 42 19 – Reference Standards

.3 Section 01 43 00 – Quality Assurance

.4 Section 01 45 00 – Quality Control

### 1.2 REFERENCE STANDARDS

.1 Within text of each specifications section, reference may be made to reference standards. List of standards reference writing organizations is contained in Section 01 42 19 – Reference Standards.

.2 Conform to these reference standards, in whole or in part as specifically requested in specifications.

.3 If there is question as to whether products or systems are in conformance with applicable standards, Consultant reserves right to have such products or systems tested to prove or disprove conformance.

.4 Cost for such testing will be born by Consultant in event of conformance with Contract Documents or by Contractor in event of non-conformance.

### 1.3 TITLE TO PRODUCT

.1 Title to all Product shall, unless otherwise agreed in writing, vest to the Owner absolutely upon its delivery to the Place of Work or upon payment therefore, whichever occurs first. Title to Product which the Engineer rejects or orders removed from the Place of Work immediately reverts to the Contractor upon issuance of notice of rejection or order for removal.

.2 Bear full responsibility for the care and custody of all Product delivered to the Place of Work

### 1.4 QUALITY

.1 Refer to CCDC 2 and CCDC 2 Supplementary Provisions - City of Regina.

.2 Products, materials, equipment and articles incorporated in Work shall be new, not damaged or defective, and of best quality for purpose intended. If requested, furnish evidence as to type, source and quality of products provided within two (2) working days of request.

.3 Procurement policy is to acquire, in cost effective manner, items containing highest percentage of recycled and recovered materials practicable consistent with maintaining satisfactory levels of competition. Make reasonable efforts to use recycled and recovered materials and in otherwise utilizing recycled and recovered materials in execution of work.

.4 Defective products, whenever identified prior to completion of Work, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is precaution against oversight or error. Remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection.

.5 Should disputes arise as to quality or fitness of products, decision rests strictly with Consultant based upon requirements of Contract Documents.

.6 Unless otherwise indicated in specifications, maintain uniformity of manufacture for any particular or like item throughout building.

.7 Permanent labels, trademarks and nameplates on products are not acceptable in prominent locations, except where required for operating instructions, or when located in mechanical or electrical rooms.

## 1.5 AVAILABILITY

.1 Immediately upon signing Contract, review product delivery requirements and anticipate foreseeable supply delays for items. If delays in supply of products are foreseeable, notify Consultant of such, in order that substitutions or other remedial action may be authorized in ample time to prevent delay in performance of Work.

.2 In event of failure to notify Consultant at commencement of Work and should it subsequently appear that Work may be delayed for such reason, Consultant reserves right to substitute more readily available products of similar character, at no increase in Contract Price or Contract Time.

## 1.6 STORAGE, HANDLING AND PROTECTION

.1 Handle and store products in manner to prevent damage, adulteration, deterioration and soiling and in accordance with manufacturer's instructions when applicable.

.2 Store packaged or bundled products in original and undamaged condition with manufacturer's seal and labels intact. Do not remove from packaging or bundling until required in Work.

.3 Provide secure storage which will reasonably prevent damage from vandalism or loss by theft and maintain ambient conditions necessary to prevent damage due to freezing, condensation or exposure to the elements.

.4 Store cementitious products clear of earth or concrete floors, and away from walls.

.5 Keep sand, when used for grout or mortar materials, clean and dry. Store sand on wooden platforms and cover with waterproof tarpaulins during inclement weather.

.6 Store sheet materials, lumber or other materials on flat, solid supports and keep clear of ground. Slope to shed moisture.

.7 Store and mix paints in heated and ventilated room. Remove oily rags and other combustible debris from site daily. Take every precaution necessary to prevent spontaneous combustion.

.8 Remove and replace damaged products at own expense and to satisfaction of Consultant.

.9 Touch-up damaged factory finished surfaces to Consultant's satisfaction. Use touch-up materials to match original. Do not paint over name plates.

**1.7 TRANSPORTATION**

.1 Pay costs of transportation of products required in performance of Work.

.2 Transportation cost of products supplied by Owner will be paid for by Owner. Unload, handle and store such products.

**1.8 MANUFACTURER'S INSTRUCTIONS**

.1 Unless otherwise indicated in specifications, install or erect products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with products. Obtain written instructions directly from manufacturers.

.2 Notify Consultant in writing, of conflicts between specifications and manufacturer's instructions, so that Consultant will establish course of action.

.3 Improper installation or erection of products, due to failure in complying with these requirements, authorizes Consultant to require removal and re-installation at no increase in Contract Price or Contract Time.

**1.9 QUALITY OF WORK**

.1 Ensure Quality of Work is of highest standard, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify Consultant if required Work is such as to make it impractical to produce required results.

.2 Do not employ anyone unskilled in their required duties. Consultant reserves right to require dismissal from site, workers deemed incompetent or careless.

.3 Decisions as to standard or fitness of Quality of Work in cases of dispute rest solely with Consultant, whose decision is final.

.4 The workers specializing in performing the roofing and sheet metal fabrication and installation will have a minimum of 3 years documented experience and a minimum of 3 successfully completed projects of similar scope and complexity.

.5 The Roofing Contractor will have 5 years of documented experience and a minimum of 5 successfully completed projects of similar scope and complexity.

**1.10 CO-ORDINATION**

.1 Ensure co-operation of workers in laying out Work. Maintain efficient and continuous supervision.

.2 Be responsible for coordination and placement of openings, sleeves and accessories.

**1.11 CONCEALMENT**

.1 In finished areas conceal pipes, ducts and wiring in floors, walls and ceilings, except where indicated otherwise.

.2 Before installation inform Consultant if there is interference. Install as directed by Consultant.

**1.12 REMEDIAL WORK**

.1 Perform remedial work required to repair or replace parts or portions of Work identified as defective or unacceptable. Co-ordinate adjacent affected Work as required.

.2 Perform remedial work by specialists familiar with materials affected. Perform in a manner to neither damage nor put at risk any portion of Work.

**1.13 LOCATION OF FIXTURES**

.1 Consider location of fixtures, outlets, and mechanical and electrical items indicated as approximate.

.2 Immediately inform Consultant of conflicting installation. Install as directed following written direction provided by Consultant.

**1.14 FASTENINGS**

.1 Provide metal fastenings and accessories in same texture, colour and finish as adjacent materials, unless indicated otherwise.

.2 Prevent electrolytic action between dissimilar metals and materials.

.3 Use non-corrosive hot dip galvanized steel fasteners and anchors for securing exterior work, unless stainless steel or other material is specifically requested in affected specification Section.

.4 Space anchors within individual load limit or shear capacity and ensure they provide positive permanent anchorage. Wood, or any other organic material plugs are not acceptable.

.5 Keep exposed fastenings to a minimum, space evenly and install neatly.

.6 Fastenings which cause spalling or cracking of material to which anchorage is made are not acceptable.

**1.15 FASTENINGS - EQUIPMENT**

.1 Use fastenings of standard commercial sizes and patterns with material and finish suitable for service.

.2 Use heavy hexagon heads, semi-finished unless otherwise specified. Use No. 304 stainless steel for exterior areas.

.3 Bolts may not project more than one diameter beyond nuts.

.4 Use plain type washers on equipment, sheet metal and soft gasket lock type washers where vibrations occur. Use resilient washers with stainless steel.

**1.16 PROTECTION OF WORK IN PROGRESS**

.1 Prevent overloading of parts of building. Do not cut, drill or sleeve load bearing structural member, unless specifically indicated without written approval of Consultant.

**1.17 EXISTING UTILITIES**

.1 When breaking into or connecting to existing services or utilities, execute Work at times directed by local governing authorities, with minimum of disturbance to Work, and pedestrian and vehicular traffic.

.2 Protect, relocate or maintain existing active services. When services are encountered, cap off in manner approved by authority having jurisdiction. Stake and record location of capped service.

## Part 2 Products

**2.1 NOT USED**

.1 Not Used.

## Part 3 Execution

**3.1 NOT USED**

.1 Not Used.

**END OF SECTION**

## Part 1 General

### 1.1 RELATED REQUIREMENTS

.1 Section 01 11 00 - Summary of Work.

.2 Section 01 14 00 – Work Restrictions

.3 Section 01 33 00 – Submittal Procedures

.4 Section 01 35 23 – Owner Safety Requirements

.5 Section 01 35 35 – Fire Safety Requirements

.6 Section 001 35 43 – Environmental Procedures

.7 Section 01 74 19 – Waste Management and Disposal

.8 Section 07 92 00 – Joints Sealants

### 1.2 ACTION AND INFORMATIONAL SUBMITTALS

.1 Submittals: in accordance with Section 01 33 00 - Submittal Procedures.

.2 Submit written request three (3) calendar days in advance of cutting or alteration which affects:

- .1 Structural integrity of elements of project.
- .2 Integrity of weather-exposed or moisture-resistant elements.
- .3 Efficiency, maintenance, or safety of operational elements.
- .4 Visual qualities of sight-exposed elements.
- .5 Work of Owner or separate contractor.

.3 Include in request:

- .1 Identification of project.
- .2 Location and description of affected Work.
- .3 Statement on necessity for cutting or alteration.
- .4 Description of proposed Work, and products to be used.
- .5 Alternatives to cutting and patching.
- .6 Effect on Work of Owner or separate contractor.
- .7 Written permission of affected separate contractor.
- .8 Date and time work will be executed.

### 1.3 MATERIALS

.1 Required for original installation.

.2 Change in Materials: Submit request for substitution in accordance with Section 01 33 00 - Submittal Procedures.

### 1.4 PREPARATION

.1 Inspect existing conditions, including elements subject to damage or movement during cutting and patching.

.2 After uncovering, inspect conditions affecting performance of Work.

.3 Beginning of cutting or patching means acceptance of existing conditions.

.4 Provide supports to assure structural integrity of surroundings; provide devices and methods to protect other portions of project from damage.

.5 Provide protection from elements for areas which are to be exposed by uncovering work; maintain excavations free of water.

## 1.5 EXECUTION

.1 Execute cutting, fitting, and patching to complete Work.

.2 Fit several parts together, to integrate with other Work.

.3 Uncover Work to install ill-timed Work.

.4 Remove and replace defective and non-conforming Work.

.5 Remove samples of installed Work for testing if not designated to remain as part of the Work as noted in other sections of the contract document, drawings and specifications.

.6 Provide openings in non-structural elements of Work for penetrations of mechanical and electrical Work. Limit opening dimensions to minimal sizes required and performed in a neat and clean fashion.

.7 Execute Work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.

.8 Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements, and sight-exposed surfaces.

.9 Cut rigid materials using masonry saw or core drill. Pneumatic or impact tools not allowed on masonry work without prior approval.

.10 Restore work with new products in accordance with requirements of Contract Documents.

.11 Fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

.12 Provide firestopping in accordance with Section 07 84 00 - Firestopping to maintain the integrity of fire separations, including:

- .1 Protecting penetrations at fire-resistance rated wall, ceiling or floor construction.
- .2 Using construction joint fire stops and building perimeter fire stops to protect gaps at fire separations and between fire separations and other construction assemblies.

.13 Refinish surfaces to match adjacent finishes: Refinish continuous surfaces to nearest intersection. Refinish assemblies by refinishing entire unit.

.14 Conceal pipes, ducts and wiring in floor, wall and ceiling construction of finished areas except where indicated otherwise.

## 1.6 WASTE MANAGEMENT AND DISPOSAL

.1 Separate waste materials for recycling in accordance with Section 01 74 19 - Waste Management and Disposal.

## Part 2 Products

### 2.1 NOT USED

.1 Not Used.

## Part 3 Execution

### 3.1 NOT USED

.1 Not Used.

**END OF SECTION**

## Part 1 General

### 1.1 RELATED REQUIREMENTS

.1 Section 01 35 43 – Environmental Procedures.

.2 Section 01 50 00 – Temporary Facilities

.3 Section 01 52 00 – Construction Facilities

.4 Section 01 56 00 – Temporary Barriers and Enclosures

.5 Section 01 74 19 - Waste Management and Disposal.

### 1.2 REFERENCE STANDARDS

.1 Canadian Construction Documents Committee (CCDC)

.1 CCDC 2, CCDC 2 Supplementary Provisions – City of Regina

### 1.3 PROJECT CLEANLINESS

.1 Maintain Work in tidy condition, free from accumulation of waste products and debris, including that caused by Owner or other Contractors.

.2 Remove waste materials from site at daily regularly scheduled times or dispose of as directed by Consultant. Do not burn waste materials on site, unless approved by Consultant.

.3 Clear snow and ice from access to building, bank/pile snow in designated areas only.

.4 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.

.5 Provide on-site garbage containers for collection of waste materials and debris.

.6 Provide and use marked separate bins for recycling. Refer to Section 01 74 19 - Waste Management and Disposal.

.7 Dispose of waste materials and off site.

.8 Clean interior areas prior to start of finishing work and maintain areas free of dust and other contaminants during finishing operations.

.9 Store volatile waste in covered metal containers and remove from premises at end of each working day.

.10 Provide adequate ventilation during use of volatile or noxious substances. Use of building ventilation systems is not permitted for this purpose.

.11 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.

.12 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate building systems.

### 1.4 FINAL CLEANING

.1 Refer to CCDC 2, and CCDC 2 Supplementary Provisions - City of Regina. When Work is Substantially Performed remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.

.2 Remove waste products and debris other than that caused by others, and leave Work clean and suitable for occupancy.

.3 Prior to final review remove surplus products, tools, construction machinery and equipment.

.4 Remove waste products and debris other than that caused by Owner or other Contractors.

.5 Remove waste materials from site at regularly scheduled times or dispose of as directed by Consultant. Do not burn waste materials on site, unless approved by Consultant.

.6 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.

.7 Clean and polish glass, mirrors, hardware, wall tile, stainless steel, chrome, porcelain enamel, baked enamel, plastic laminate, and mechanical and electrical fixtures. Replace broken, scratched or disfigured glass.

.8 Remove stains, spots, marks and dirt from decorative work, electrical and mechanical fixtures, furniture fitments, walls, floors and ceilings affected by this project.

.9 Clean lighting reflectors, lenses, and other lighting surfaces.

.10 Vacuum clean and dust building interiors, behind grilles, louvres and screens.

.11 Wax, seal, shampoo or prepare floor finishes, as recommended by manufacturer.

.12 Inspect finishes, fitments and equipment and ensure specified workmanship and operation.

.13 Broom clean and wash exterior walks, steps and surfaces; rake clean other surfaces of grounds.

.14 Remove dirt and other disfiguration from exterior surfaces.

.15 Clean and sweep roofs, gutters, areaways, and sunken wells.

.16 Sweep and wash clean paved areas.

.17 Clean equipment and fixtures to sanitary condition; clean or replace filters of mechanical equipment.

.18 Clean roofs, downspouts, and drainage systems.

.19 Remove debris and surplus materials from crawl areas and other accessible concealed spaces.

.20 Remove snow and ice from access to building.

## 1.5 WASTE MANAGEMENT AND DISPOSAL

.1 Separate waste materials for recycling in accordance with Section 01 74 19 - Waste Management and Disposal.

**Part 2 Products**

**2.1 NOT USED**

.1 Not Used.

**Part 3 Execution**

**3.1 NOT USED**

.1 Not Used.

**END OF SECTION**

## Part 1 General

### 1.1 SUMMARY

.1 This Section includes requirements for management of construction waste and disposal, which forms the Contractor's commitment to reduce and divert waste materials from landfill and includes the following:

.2 Owner has established that this project shall generate the least amount of waste possible and that processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors be employed by the Contractor.

.1 Preparation of a Draft Construction Waste Management Plan that will be used to track the success of the Construction Waste Management Plan against actual waste diversion from landfill.

.2 Preparation of a Construction Waste Management Plan that provides guidance on a logical progression of tasks and procedures to be followed in a pollution prevention program to reduce or eliminate the generation of waste, the loss of natural resources, and process emissions through source reduction, reuse, recycling, and reclamation.

.3 Preparation of monthly progress reports indicating cumulative totals representing progress towards achieving diversion and reduction goals of waste materials away from landfill and identifying any special programs, landfill options or alternatives to landfill used during construction.

.4 Preparation of a Construction Waste Management Report containing detailed information indicating total waste produced by the project, types of waste material and quantity of each material, and total waste diverted and diversion rates indicated as a percentage of the total waste produced.

### 1.2 RELATED REQUIREMENTS

.1 Section 01 00 00 – General Requirements

.2 Section 01 31 19 – Project Meetings

.3 Section 01 33 00 – Submittal Procedures

.4 Section 01 51 00 - Temporary Utilities

.5 Section 01 52 00 - Construction Facilities

.6 Section 01 74 00 – Cleaning

.7 Section 01 78 00 – Closeout Submittals

### 1.3 REFERENCE STANDARDS

.1 ASTM International (ASTM)

.1 ASTM E1609 01, Standard Guide for Development and Implementation of a Pollution Prevention Program

.2 Canada Green Building Council (CaGBC)

.1 LEED Reference Guide for Building Design and Construction, Version 4

.3 Recycling Certification Institute (RCI):

.1 RCI Certification Construction and Demolition Materials Recycling

**1.4 DEFINITIONS**

.1 Clean Waste: Untreated and unpainted; not contaminated with oils, solvents, sealants or similar materials.

.2 Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, re modeling, repair and demolition operations.

.3 Hazardous: Exhibiting the characteristics of hazardous substances including properties such as ignitability, corrosiveness, toxicity or reactivity.

.4 Non hazardous: Exhibiting none of the characteristics of hazardous substances, including properties such as ignitability, corrosiveness, toxicity, or reactivity.

.5 Non toxic: Not poisonous to humans either immediately or after a long period of exposure.

.6 Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

.7 Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.

.8 Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form; recycling does not include burning, incinerating, or thermally destroying waste.

.9 Return: To give back reusable items or unused products to vendors for credit.

.10 Reuse: To reuse a construction waste material in some manner on the project site.

.11 Salvage: To remove a waste material from the project site to another site for resale or reuse by others.

.12 Sediment: Soil and other debris that has been eroded and transported by storm or well production run off water.

.13 Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.

.14 Toxic: Poisonous to humans either immediately or after a long period of exposure.

.15 Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

.16 Volatile Organic Compounds (VOC's): Chemical compounds common in and emitted by many building products over time through outgassing:

.1 Solvents in paints and other coatings;

.2 Wood preservatives; strippers and household cleaners;

.3 Adhesives in particleboard, fiberboard, and some plywood; and foam insulation.

.4 When released, VOC's can contribute to the formation of smog and can cause respiratory tract problems, headaches, eye irritations, nausea, damage to the liver, kidneys, and central nervous system, and possibly cancer.

.17 Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

.18 Construction Waste Management Plan: A project related plan for the collection, transportation, and disposal of the waste generated at the construction site; the purpose of the plan is to ultimately reduce the amount of material being landfilled.

## 1.5 ADMINISTRATIVE REQUIREMENTS

.1 Coordination: Coordinate waste management requirements with all Divisions of the Work for the project, and ensure that requirements of the Construction Waste Management Plan are followed.

.2 Preconstruction Meeting: Arrange a pre-construction meeting in accordance with Section 01 31 19 - Project Meetings before starting any Work of the Contract attended by the Owner, Contractor, affected Subcontractor's and Consultant to discuss the Contractor's Construction Waste Management Plan and to develop mutual understanding of the requirements for a consistent policy towards waste reduction and recycling.

## 1.6 ACTION AND INFORMATIONAL SUBMITTALS

.1 Provide required information in accordance with Section 01 33 00 - Submittal Procedures.

.2 Action Submittals: Provide the following submittals before starting any work of this Section:

.1 Draft Construction Waste Management Plan (Draft CWM Plan): Submit to Consultant a preliminary analysis of anticipated site generated waste by listing a minimum of five (5) construction or demolition waste streams that have potential to generate the most volume of material indicating methods that will be used to divert construction waste from landfill and source reduction strategies; Consultant will provide commentary before development of Contractor's Construction Waste Management Plan.

.2 Construction Waste Management Plan (CWM Plan)]: Submit a CWM Plan for this project prior to any waste removal from site and that includes the following information:

.1 Material Streams: Analysis of the proposed jobsite waste being generated, including material types and quantities forming a part of identified material streams in the Draft CWM Plan; materials removed from site destined for alternative daily cover at landfill sites and land clearing debris cannot be considered as contributing to waste diversion and will be included as a component of the total waste generated for the site.

.2 Recycling Haulers and Markets: Investigate local haulers and markets for recyclable materials, and incorporate into CWM Plan.

.3 Alternative Waste Disposal: Prepare a listing of each material proposed to be salvaged, reused, recycled or composted during the course of the project, and the proposed local market for each material.

.4 Landfill Materials: Identify materials that cannot be recycled, reused or composted and provide explanation or justification; energy will be considered as a viable alternative diversion strategy for these materials where facilities exist.

.5 Landfill Options: The name of the landfill where trash will be disposed of; landfill materials will form a part of the total waste generated by the project.

.6 Materials Handling Procedures: A description of the means by which any recycled waste materials will be protected from contamination, and a description of the means to be employed in recycling the above materials consistent with requirements for acceptance by designated facilities.

.7 Transportation: A description of the means of transportation of the recyclable materials, whether materials will be site separated and self hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site, and destination of materials.

## 1.7 PROJECT CLOSEOUT SUBMISSIONS

.1 Record Documentation: Submit as constructed information in accordance with Section 01 78 00 - Closeout Submittals as follows:

.1 Construction Waste Management Report (CWM Report): Submit a CWM Report for this project in a format acceptable to Consultant and Owner submittal requirements and that includes the following information:

.1 Accounting: Submit information indicating total waste produced by the project.

.2 Composition: Submit information indicating types of waste material and quantity of each material.

.3 Diversion Rate: Submit information indicating total waste diverted from landfill as a percentage of the total waste produced by the project.

.4 Transportation Documentation: Submit copies of transportation documents or shipping manifests indicating weights of materials, and other evidence of disposal indicating final location of waste diverted from landfill and waste sent to landfill.

.5 Alternative Daily Cover (ADC): Submit quantities of material that were used as ADC at landfill sites, and that form a part of the total waste generated by the project.

.6 Multiple Waste Hauling: Compile all information into a single CWM Report where multiple waste hauling and diversion strategies were used for the project.

.7 Photographs: Submit photographs of waste diversion facilities documenting location and signage describing usage of waste separation containers.

**1.8 QUALITY ASSURANCE**

.1 Resources for Development of Construction Waste Management Report (CWM Report): The following sources may be useful in developing the Draft Construction Waste Management Plan:

.1 Recycling Haulers and Markets: Investigate local haulers and markets for recyclable materials, and incorporate into CWM Plan.

.2 Waste-to-Energy Systems: Investigate local waste-to-energy incentives where systems for diverting materials from landfill for reuse or recycling are not available.

**1.9 DELIVERY, STORAGE AND HANDLING**

.1 Storage Requirements: Implement a recycling/reuse program that includes separate collection of waste materials as appropriate to the project waste and the available recycling and reuse programs in the project area.

.2 Handling Requirements: Clean materials that are contaminated before placing in collection containers and ensure that waste destined for landfill does not get mixed in with recycled materials:

.1 Deliver materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to recycling process.

.2 Arrange for collection by or delivery to the appropriate recycling or reuse facility.

.3 Hazardous Waste and Hazardous Materials: Handle in accordance with applicable regulations.

**Part 2 Products**

**2.1 NOT USED**

.1 Not Used.

**Part 3 Execution**

**3.1 (CWM PLAN) IMPLEMENTATION**

.1 Manager: Contractor is responsible for designating an on site party or parties responsible for instructing workers and overseeing and documenting results of the CWM Plan for the project.

.2 Distribution: Distribute copies of the CWM Plan to the job site foreman, each Subcontractor, the Owner, the Consultant and other site personnel as required to maintain CWM Plan.

.3 Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, composting and return methods being used for the project to Subcontractor's at appropriate stages of the project.

.4 Separation Facilities: Lay out and label a specific area to facilitate separation of materials for potential recycling, salvage, reuse, composting and return:

.1 Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid contamination of materials.

.2 Hazardous wastes shall be separated, stored, and disposed of in accordance with local regulations.

.5 Progressive Documentation: Submit a monthly summary of waste generated by the project to ensure that waste diversion goals are on track with project requirements:

.1 Submission of waste summary can coincide with application for progress payment, or similar milestone event as agreed upon between the Owner, Contractor and Consultant.

.2 Monthly waste summary shall contain the following information:

.1 The amount in tonnes or $m^3$ and location of material landfilled,

.2 The amount in tonnes or $m^3$ and location of materials diverted from landfill, and

.3 Indication of progress based on total waste generated by the project with materials diverted from landfill as a percentage.

## 3.2 SUBCONTRACTOR'S RESPONSIBILITY

.1 Subcontractor's shall cooperate fully with the Contractor to implement the CWM Plan.

.2 Failure to cooperate may result in the Owner not achieving their environmental goals, and may result in penalties being assessed by the Contractor to the responsible Subcontractor's.

## 3.3 SAMPLE CONSTRUCTION WASTE MANAGEMENT FORMS

.1 Sample waste tracking form below can be used by the Contractor to establish their own forms for recording management of construction waste:

**SAMPLE WASTE MANAGEMENT FORM**

| Material Stream | | Diverted Waste by Report Date | | | | Total | Units |
|---|---|---|---|---|---|---|---|
| | | Sept | Oct | Nov | Dec | | |
| Material Streams Contributing to Credit | Plastic | 1.25 | 2.5 | 10 | 5 | 18.75 | $m^3$ |
| | Carpet | 2.5 | 2.5 | 2.5 | 0 | 7.5 | $m^3$ |
| | Paper/Cardboard | 5 | 2.5 | 2.5 | 5 | 15 | $m^3$ |
| | Clean Wood | 0 | 25 | 0 | 1.25 | 26.25 | $m^3$ |
| | Metal | 1.25 | 2.5 | 5.5 | 7 | 16.25 | $m^3$ |
| | Gypsum Board | 2.5 | 2.5 | 4 | 5 | 14 | $m^3$ |
| | Brick/Concrete | 10.5 | 2.5 | 5.5 | 8.75 | 27.25 | $m^3$ |
| | Asphalt Shingles | 10 | 0 | 0 | 0 | 10 | $m^3$ |
| Total Diverted Waste | | | | | | 135 | $m^3$ |
| Material Streams not Contributing to Credit | Landfill | 10.75 | 7.5 | 15 | 10 | 43.25 | $m^3$ |
| | Screen Fines (ADC) | 5 | 1.25 | 0 | 2.5 | 8.75 | $m^3$ |
| | 150 mm Minus (ADC | 1.25 | 1.25 | 5 | 5.5 | 13 | $m^3$ |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Total Landfill/ADC Waste | | | | | | 65 | $m^3$ |
| Total Waste | | | | | | 200 | $m^3$ |
| Percent Diverted | | | | | | 67.5 | % |

**END OF SECTION**

## Part 1 General

### 1.1 RELATED REQUIREMENTS

.1 Section 01 33 00 Submittals

.2 Section 01 74 00 – Cleaning

.3 Section 01 74 19 – Waste Management and Disposal

.4 Section 01 78 00 Closeout Submittals.

### 1.2 REFERENCE STANDARDS

.1 Canadian Construction Documents Committee (CCDC)

.1 CCDC 2, CCDC 2 Supplementary Provisions – City of Regina.

.2 Canadian Environmental Protection Act (CEPA)

.1 SOR/2008-197, Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations.

### 1.3 ADMINISTRATIVE REQUIREMENTS

.1 Acceptance of Work Procedures:

.1 Contractor's Inspection: Contractor: conduct inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents.

.1 Notify Consultant and Owner in writing of satisfactory completion of Contractor's inspection and submit verification that corrections have been made.

.2 Consultant’s and Owner’s inspection.

.2 Consultant's and Owner’s Inspection:

.1 Consultant and Owner and Contractor to inspect Work and identify defects and deficiencies.

.2 Contractor to correct Work as directed.

.3 Completion Tasks: submit written certificates in English that tasks have been performed as follows:

.1 Work: completed and inspected for compliance with Contract Documents.

.2 Defects: corrected and deficiencies completed.

.3 Equipment and systems: tested, adjusted and balanced and fully operational.

.4 Certificates required by Boiler Inspection Branch, Fire Commissioner, Utility companies, as applicable: submitted.

.5 Operation of systems: demonstrated to Owner's personnel as applicable.

.4 Final Inspection:

.1 When completion tasks are done, request final inspection of Work by Consultant, Owner, and Contractor.

.2 When Work incomplete according to Owner and Consultant, complete outstanding items and request re-inspection.

.5 Declaration of Substantial Performance: when Consultant and Owner considers deficiencies and defects corrected and requirements of Contract substantially performed, make application for Certificate of Substantial Performance.

.6 Commencement of Lien and Warranty Periods: date of Owner's acceptance of submitted declaration of Substantial Performance to be date for commencement for warranty period and commencement of lien period unless required otherwise by lien statute of Place of Work.

.7 Final Payment:

.1 When Consultant and Owner considers final deficiencies and defects corrected and requirements of Contract met, make application for final payment.

.2 Refer to CCDC 2: when Work deemed incomplete by Consultant and Owner, complete outstanding items and request re-inspection.

.8 Payment of Holdback: after issuance of Certificate of Substantial Performance of Work, submit application for payment of holdback amount in accordance with contractual agreement.

**1.4 FINAL CLEANING**

.1 Clean in accordance with Section 01 74 00 - Cleaning.

.1 Remove surplus materials, excess materials, rubbish, tools and equipment.

.2 Waste Management: separate waste materials for recycling in accordance with Section 01 74 19 - Waste Management and Disposal

## Part 2 Products

**2.1 NOT USED**

.1 Not Used.

## Part 3 Execution

**3.1 NOT USED**

.1 Not Used.

**END OF SECTION**

## Part 1 General

### 1.1 RELATED REQUIREMENTS

.1 Section 01 11 00 – Summary of Work

.2 Section 01 31 19 – Project Meetings

.3 Section 01 33 00 Submittals

.4 Section 01 77 00 Closeout Procedures

.5 Section 01 92 00 Facility Operation

.6 General conditions, specifications of contract, fiscal provisions, legal submittals, technical requirements and warranty obligations.

### 1.2 REFERENCE STANDARDS

.1 Canadian Environmental Protection Act (CEPA)

.1 SOR/2008-197, Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations.

### 1.3 ADMINISTRATIVE REQUIREMENTS

.1 Pre-warranty Meeting:

.1 Convene meeting one week prior to contract completion with contractor's representative and Consultant and Owner, in accordance with Section 01 31 19 - Project Meetings to:

.1 Verify Project requirements.

.2 Review manufacturer's installation instructions and warranty requirements.

.2 Consultant and Owner] to establish communication procedures for:

.1 Notifying construction warranty defects.

.2 Determine priorities for type of defects.

.3 Determine reasonable response time.

.3 Contact information for bonded and licensed company for warranty work action: provide name, telephone number and address of company authorized for construction warranty work action.

.4 Ensure contact is located within local service area of warranted construction, is continuously available, and is responsive to inquiries for warranty work action.

### 1.4 ACTION AND INFORMATIONAL SUBMITTALS

.1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.

.2 Four (4) weeks prior to Substantial Performance of the Work, submit to the Consultant, thee (3) final copies of operating and maintenance manuals and one (1) electronic copy in English for each facility.

.3 Submit a detailed itemized list, four (4) weeks prior to Substantial Performance, to Consultant and Owner of all spare parts, maintenance materials and special tools indicating name of item, quantity and location or equipment that spare parts, maintenance material or special tools is to be installed or used.

.4 Provide spare parts, maintenance materials and special tools of same quality and manufacture as products provided in Work to the Owner during the Substantial Performance inspection.

.5 Provide evidence, if requested, for type, source and quality of products supplied.

**1.5 FORMAT**

.1 Organize data as instructional manual.

.2 Binders: vinyl, hard covered, 3 'D' ring, loose leaf 219 x 279 mm with spine and face pockets.

.3 When multiple binders are used correlate data into related consistent groupings.

.1 Identify contents of each binder on spine.

.4 Cover: identify each binder with type or printed title 'Project Record Documents'; list title of project and identify subject matter of contents.

.5 Arrange content by systems, under Section numbers and sequence of Table of Contents.

.6 Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.

.7 Text: manufacturer's printed data, or typewritten data.

.8 Drawings: provide with reinforced punched binder tab.

.1 Bind in with text; fold larger drawings to size of text pages.

.9 Provide 1:1 scaled CAD files in dwg format on CD.

**1.6 CONTENTS - PROJECT RECORD DOCUMENTS**

.1 Table of Contents for Each Volume: provide title of project;

.1 Date of submission; names.

.2 Addresses, and telephone numbers of Consultant, Owner and Contractor with name of responsible parties.

.3 Schedule of products and systems, indexed to content of volume.

.2 For each product or system:

.1 List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.

.3 Product Data: mark each sheet to identify specific products and component parts, and data applicable to installation; delete inapplicable information.

.4 Drawings: supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.

.5 Typewritten Text: as required to supplement product data.

.1 Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions specified in Section 01 45 00 - Quality Control.

.6 Training: refer to Section 01 79 00 - Demonstration and Training.

**1.7 AS -BUILT DOCUMENTS AND SAMPLES**

.1 Maintain, in addition to requirements in General Conditions, at site for Consultant and Owner one record copy of:

.1 Contract Drawings.

.2 Specifications.

.3 Addenda.

.4 Change Orders and other modifications to Contract.

.5 Reviewed shop drawings, product data, and samples.

.6 Field test records.

.7 Inspection certificates.

.8 Manufacturer's certificates.

.9 Easements and right of ways.

.2 Store record documents and samples in field office apart from documents used for construction.

.1 Provide files, racks, and secure storage.

.3 Label record documents and file in accordance with Section number listings in List of Contents of this Project Manual.

.1 Label each document "PROJECT RECORD" in neat, large, printed letters.

.4 Maintain record documents in clean, dry and legible condition.

.1 Do not use record documents for construction purposes.

.5 Keep record documents and samples available for inspection by Consultant and Owner.

**1.8 RECORDING INFORMATION ON PROJECT RECORD DOCUMENTS**

.1 Record information on set of black line opaque drawings, and in copy of Project Manual, provided by Consultant.

.2 Use felt tip marking pens, maintaining separate colours for each major system, for recording information.

.3 Record information concurrently with construction progress.

.1 Do not conceal Work until required information is recorded.

.4 Contract Drawings and shop drawings: mark each item to record actual construction, including:

.1 Measured depths of elements of foundation in relation to finish first floor datum.

.2 Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

.3 Measured locations of internal utilities and appurtenances, referenced to visible and accessible features of construction.

.4 Field changes of dimension and detail.

.5 Changes made by change orders.

.6 Details not on original Contract Drawings.

.7 Referenced Standards to related shop drawings and modifications.

.5 Specifications: mark each item to record actual construction, including:

.1 Manufacturer, trade name, and catalogue number of each product actually installed, particularly optional items and substitute items.

.2 Changes made by Addenda and change orders.

.6 Other Documents: maintain manufacturer's certifications, inspection certifications, field test records, required by individual specifications sections.

.7 Provide digital photos, if requested, for site records.

## 1.9 FINAL SURVEY

.1 Submit final site survey certificate in accordance with Section 01 71 00 - Examination and Preparation, certifying that elevations and locations of completed Work are in conformance, or non-conformance with Contract Documents.

## 1.10 EQUIPMENT AND SYSTEMS

.1 For each item of equipment and each system include description of unit or system, and component parts.

.1 Give function, normal operation characteristics and limiting conditions.

.2 Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.

.2 Panel board circuit directories: provide electrical service characteristics, controls, and communications.

.3 Include installed colour coded wiring diagrams.

.4 Operating Procedures: include start-up, break-in, and routine normal operating instructions and sequences.

.1 Include regulation, control, stopping, shut-down, and emergency instructions.

.2 Include summer, winter, and any special operating instructions.

.5 Maintenance Requirements: include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

.6 Provide servicing and lubrication schedule, and list of lubricants required.

.7 Include manufacturer's printed operation and maintenance instructions.

.8 Include sequence of operation by controls manufacturer.

.9 Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

.10 Provide installed control diagrams by controls manufacturer.

.11 Provide Contractor's co-ordination drawings, with installed colour coded piping diagrams.

.12 Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

.13 Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

.14 Include test and balancing reports as specified in Section 01 45 00 - Quality Control.

.15 Additional requirements: as specified in individual specification sections.

## 1.11 MATERIALS AND FINISHES

.1 Building products, applied materials, and finishes: include product data, with catalogue number, size, composition, and colour and texture designations.

.1 Provide information for re-ordering custom manufactured products.

.2 Instructions for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

.3 Moisture-protection and weather-exposed products: include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

.4 Additional requirements: as specified in individual specifications sections.

## 1.12 MAINTENANCE MATERIALS

.1 Spare Parts:

.1 Provide spare parts, in quantities specified in individual specification sections.

.2 Provide items of same manufacture and quality as items in Work.

.3 Deliver to site location; place and store.

.4 Receive and catalogue items.

.1 Submit inventory listing to Consultant and Owner.

.2 Include approved listings in Maintenance Manual.

.5 Obtain receipt for delivered products and submit prior to final payment.

.2 Extra Stock Materials:

.1 Provide maintenance and extra materials, in quantities specified in individual specification sections.

.2 Provide items of same manufacture and quality as items in Work.

.3 Deliver to site; place and store.

.4 Receive and catalogue items.

.1 Submit inventory listing to Owner.

.2 Include approved listings in Maintenance Manual.

.5 Obtain receipt for delivered products and submit prior to final payment.

.3 Special Tools:

.1 Provide special tools, in quantities specified in individual specification section.

.2 Provide items with tags identifying their associated function and equipment.

.3 Deliver to site location as directed; place and store.

.4 Receive and catalogue items.

.1 Submit inventory listing to Consultant and Owner.

.2 Include approved listings in Maintenance Manual.

## 1.13 DELIVERY, STORAGE AND HANDLING

.1 Store spare parts, maintenance materials, and special tools in manner to prevent damage or deterioration.

.2 Store in original and undamaged condition with manufacturer's seal and labels intact.

.3 Store components subject to damage from weather in weatherproof enclosures.

.4 Store paints and freezable materials in a heated and ventilated room.

.5 Remove and replace damaged products at own expense and for review by Consultant and Owner.

## 1.14 WARRANTIES AND BONDS

.1 Develop warranty management plan to contain information relevant to Warranties.

.2 Submit warranty management plan, 30 days before planned pre-warranty conference, to Consultant and Owner approval.

.3 Warranty management plan to include required actions and documents to assure that Consultant and Owner receives warranties to which it is entitled.

.4 Provide plan in narrative form and contain sufficient detail to make it suitable for use by future maintenance and repair personnel.

.5 Submit, warranty information made available during construction phase, to Consultant and Owner for approval prior to each monthly pay estimate.

.6 Assemble approved information in binder, submit upon acceptance of work and organize binder as follows:

.1 Separate each warranty or bond with index tab sheets keyed to Table of Contents listing.

.2 List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

.3 Obtain warranties and bonds, executed in duplicate by subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.

.4 Verify that documents are in proper form, contain full information, and are notarized.

.5 Co-execute submittals when required.

.6 Retain warranties and bonds until time specified for submittal.

.7 Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial Performance is determined.

.8 Conduct joint ten (10) month warranty inspection, measured from time of acceptance, by Consultant and Owner.

.9 Include information contained in warranty management plan as follows:

.1 Roles and responsibilities of personnel associated with warranty process, including points of contact and telephone numbers within the organizations of Contractors, subcontractors, manufacturers or suppliers involved.

.2 Listing and status of delivery of Certificates of Warranty for extended warranty items, to include roofs.

.3 Provide list for each warranted equipment, item, feature of construction or system indicating:

.1 Name of item.

.2 Model and serial numbers.

.3 Location where installed.

.4 Name and phone numbers of manufacturers or suppliers.

.5 Names, addresses and telephone numbers of sources of spare parts.

.6 Warranties and terms of warranty: include one-year overall warranty of construction. Indicate items that have extended warranties and show separate warranty expiration dates.

.7 Cross-reference to warranty certificates as applicable.

.8 Starting point and duration of warranty period.

.9 Summary of maintenance procedures required to continue warranty in force.

.10 Cross-Reference to specific pertinent Operation and Maintenance manuals.

.11 Organization, names and phone numbers of persons to call for warranty service.

.12 Typical response time and repair time expected for various warranted equipment.

.4 Contractor's plans for attendance at ten (10) month post-construction warranty inspections.

.5 Procedure and status of tagging of equipment covered by extended warranties.

.6 Post copies of instructions near selected pieces of equipment where operation is critical for warranty and/or safety reasons.

.10 Respond in timely manner to oral or written notification of required construction warranty repair work.

.11 Written verification to follow oral instructions.

.1 Failure to respond will be cause for the Owner to proceed with action against Contractor.

**1.15 WARRANTY TAGS**

.1 Tag, at time of installation, each warranted item. Provide durable, oil and water resistant tag approved by Consultant and Owner.

.2 Attach tags with copper wire and spray with waterproof silicone coating.

.3 Leave date of acceptance until project is accepted for occupancy.

.4 Indicate following information on tag:

.1 Type of product/material.
.2 Model number.
.3 Serial number.
.4 Contract number.
.5 Warranty period.
.6 Inspector's signature.
.7 Construction Contractor.

## Part 2 Products

**2.1 NOT USED**

.1 Not Used.

## Part 3 Execution

**3.1 NOT USED**

.1 Not Used.

**END OF SECTION**

## Part 1 General

### 1.1 SUMMARY

.1 Section Includes:

.1 This section is limited to portions of the Building Management Manual (BMM) provided to Consultant by Contractor.

### 1.2 RELATED REQUIREMENTS

.1 Section 01 33 00 - Submittals.

.2 Section 01 77 00 - Closeout Procedures

.3 Section 01 78 00 - Closeout Submittals

### 1.3 ACRONYMS:

.1 BMM - Building Management Manual.

.2 Cx - Commissioning.

.3 HVAC - Heating, Ventilation and Air Conditioning.

.4 PI - Product Information.

.5 PV - Performance Verification.

.6 TAB - Testing, Adjusting and Balancing.

.7 WHMIS - Workplace Hazardous Materials Information System.

### 1.4 GENERAL REQUIREMENTS

.1 Standard letter size paper [216] mm x [279] mm.

.2 Methodology used to facilitate updating.

.3 Drawings, diagrams and schematics to be professionally developed.

.4 Electronic copy of data to be in a format accepted and approved by Consultant.

### 1.5 APPROVALS

.1 Prior to commencement, co-ordinate requirements for preparation, submission and approval with Consultant.

### 1.6 GENERAL INFORMATION

.1 Provide Consultant the following for insertion into appropriate Part and Section of BMM:

.1 Complete list of names, addresses, telephone and fax numbers of contractor, sub-contractors that participated in delivery of project - as indicated in Section 1.2 of BMM.

.2 Summary of architectural, structural, fire protection, mechanical and electrical systems installed and commissioned - as indicated in Section 1.4 of BMM.

.1 Including sequence of operation as finalized after commissioning is complete as indicated in Section 2.0 of BMM.

.3 Description of building operation under conditions of heightened security and emergencies as indicated in Section 2.0 of BMM.

.4 System, equipment and components Maintenance Management System (MMS) identification - Section 2.1 of BMM..

.5 Information on operation and maintenance of architectural systems and equipment installed and commissioned - Section 2.0 of BMM.

.6 Information on operation and maintenance of fire protection and life safety systems and equipment installed and commissioned - Section 2.0 of BMM.

.7 Information on operation and maintenance of mechanical systems and equipment installed and commissioned - Section 2.0 of BMM.

.8 Operating and maintenance manual - Section 3.2 of BMM.

.9 Final commissioning plan as actually implemented.

.10 Completed commissioning checklists.

.11 Commissioning test procedures employed.

.12 Completed Product Information (PI) and Performance Verification (PV) report forms, approved and accepted by Consultant.

.13 Commissioning reports.

## 1.7 CONTENTS OF OPERATING AND MAINTENANCE MANUAL

.1 For detailed requirements refer to Section 01 78 00 - Closeout Submittals.

.2 Consultant to review and approve format and organization within 12 weeks of award of contract.

.3 Include original manufactures brochures and written information on products and equipment installed on this project.

.4 Record and organize for easy access and retrieval of information contained in BMM.

.5 Include completed PI report forms, data and information from other sources as required.

.6 Inventory directory relating to information on installed systems, equipment and components.

.7 Approved project shop-drawings, product and maintenance data.

.8 Manufacturer's data and recommendations relating: manufacturing process, installation, commissioning, start-up, O&M, shutdown and training materials.

.9 Inventory and location of spare parts, special tools and maintenance materials.

.10 Warranty information.

.11 Inspection certificates with expiration dates, which require on-going re-certification inspections.

.12 Maintenance program supporting information including:

.1 Recommended maintenance procedures and schedule.

.2 Information to removal and replacement of equipment including, required equipment, points of lift and means of entry and egress.

## 1.8 LIFE SAFETY COMPLIANCE (LSC) MANUAL

.1 Samples of LSC Manual will be available from Consultant.

.2 Content of Manual:

- .1 All possible Emergency situations modes including: presence of fire and smoke, power failure, lose of water or pressure, chemical spills and refrigerant release.
- .2 Failure of elevators and escalators.
- .3 HVAC emergencies and fuel supply failures.
- .4 Intrusion and security breach.
- .5 Emergency provisions for natural disasters, bomb threats and other disruptive situations.
- .6 Dedicated emergency generators for high security projects, medical facilities and computer systems.
- .7 Emergency control procedures for fire, power and major equipment failure.
- .8 Emergency contacts and numbers.
- .9 Manual to be readily available and comprehensible to non- technical readers.

## 1.9 SUPPORTING DOCUMENTATION FOR INSERTION INTO SUPPORTING APPENDICES

.1 Provide Consultant supporting documentation relating to installed equipment and system, including:

- .1 General:
  - .1 Finalized commissioning plan.
  - .2 WHMIS information manual.
  - .3 Approved "as-built" drawings and specifications.
  - .4 Procedures used during commissioning.
  - .5 Cross-Reference to specification sections.
- .2 Architectural and structural:
  - .1 Inspection certificates, construction permits.
  - .2 Roof anchor log books.
  - .3 PV reports.
- .3 Fire prevention, suppression and protection:
  - .1 Test reports.
  - .2 Smoke test reports.
  - .3 PV reports.
- .4 Mechanical:
  - .1 Installation permits, inspection certificates.
  - .2 Piping pressure test certificates.
  - .3 Ducting leakage test reports.
  - .4 TAB and PV reports.

.5 Charts of valves and steam traps.

.6 Copies of posted instructions.

.5 Electrical:

.1 Installation permits, inspection certificates.

.2 TAB and PV reports.

.3 Electrical work log book.

.4 Charts and schedules.

.5 Locations of cables and components.

.6 Copies of posted instructions.

.2 Assist Consultant with preparation of BMM.

**1.10 LANGUAGE**

.1 English and French Language to be in separate binders.

**1.11 IDENTIFICATION OF FACILITY**

.1 When submitting information to Consultant for incorporation into BMM, use following system for identification of documentation

.2 Name of facility:

District #3 - Parks Sub Depot

Windsor Park Maintenance Sub Depot

.3 Follow categorization according to the contract documents and NMS for easy referencing across all BMM, specifications, and drawings.

**1.12 USE OF CURRENT TECHNOLOGY**

.1 Use current technology for production of documentation. Emphasis on ease of accessibility at all times, maintain in up-to-date state, compatibility with user's requirements.

.2 Obtain Consultant's and Owner’s approval before starting Work.

## Part 2 Products

**2.1 NOT USED**

.1 Not used.

## Part 3 Execution

**3.1 NOT USED**

.1 Not used.

**END OF SECTION**

## Part 1 General

### 1.1 RELATED REQUIREMENTS

.1 Section 07 21 16 Blown Insulation

.2 Section 07 26 00-Vapour Barrier

.3 Section 07 61 00-Sheet Metal Roofing

### 1.2 REFERENCE STANDARDS

.1 CSA International

.1 CSA B111-1974(R2003), Wire Nails, Spikes and Staples.

.2 CSA O121-08, Douglas Fir Plywood.

.3 CSA O141-05(R2009), Softwood Lumber.

.4 CSA O151-09, Canadian Softwood Plywood.

.5 CAN/CSA-O325.0-07, Construction Sheathing.

.6 CAN/CSA-Z809-08, Sustainable Forest Management.

.2 National Research Council Canada (NRC)

.1 National Building Code of Canada 2015(NBC).

.3 American Society for Testing and Materials International (ASTM)

.1 ASTM F1667, Stand Specification for Driven Fasteners: Nails, Spikes and Staples.

.4 Forest Stewardship Council (FSC)

.1 FSC-STD-01-001-2004, FSC Principle and Criteria for Forest Stewardship.

.5 National Lumber Grades Authority (NLGA)

.1 Standard Grading Rules for Canadian Lumber 2010.

### 1.3 QUALITY ASSURANCE

.1 Lumber identification: by grade stamp of an agency certified by Canadian Lumber Standards Accreditation Board.

.2 Plywood identification: by grade mark in accordance with applicable CSA standards.

.3 Plywood, OSB and wood based composite panel construction sheathing identification: by grade mark in accordance with applicable CSA standards.

### 1.4 DELIVERY, STORAGE AND HANDLING

.1 Storage and Handling Requirements:

.1 Store materials in clean, dry, well-ventilated area.

.2 Store and protect wood from nicks, scratches, and blemishes.

.3 Replace defective or damaged materials with new.

## Part 2 Products

### 2.1 MATERIALS

.1 Lumber: unless specified otherwise, softwood, S4S, moisture content 19% or less in accordance with following standards:

- .1 CAN/CSA-O141.
- .2 NLGA Standard Grading Rules for Canadian Lumber.
- .3 CAN/CSA-Z809 or FSC or SFI certified.

.2 Furring, blocking, nailing strips, grounds, rough bucks, cants, curbs, fascia backing and sleepers:

- .1 Board sizes: "Standard" or better grade.
- .2 Dimension sizes: "Standard" light framing or better grade.
- .3 Post and timbers sizes: "Standard" or better grade.

.3 Panel Materials:

- .1 Canadian softwood plywood (CSP): to CSA O151, standard construction.
  - .1 Urea-formaldehyde free.
- .2 Plywood, OSB and wood based composite panels: to CAN/CSA-O325.
  - .1 Urea-formaldehyde free.

### 2.2 ACCESSORIES

.1 Nails, spikes and staples: to CSA B111.

.2 Bolts: 12.7 mm diameter unless indicated otherwise, complete with nuts and washers.

.3 Galvanizing: to CAN/CSA-G164, use galvanized fasteners for exterior work.

## Part 3 Execution

### 3.1 EXAMINATION

.1 Verification of Conditions: verify conditions of substrates previously installed under other Sections or Contracts are acceptable for rough carpentry installation in accordance with manufacturer's written instructions.

- .1 Inform Engineer of unacceptable conditions immediately upon discovery.
- .2 Proceed with installation only after unacceptable conditions have been remedied and after receipt of written approval to proceed from Engineer.

### 3.2 INSTALLATION

.1 Comply with requirements of National Building Code of Canada (NBC), supplemented by the following paragraphs.

.2 Nail patterns to follow NBC Part 9 at a minimum, except where more stringently specified, or otherwise required.

.3 Install furring and blocking as required to space-out and support casework, cabinets, wall and ceiling finishes, facings, fascia, soffit, siding and other work as required.

.4 Align and plumb faces of furring and blocking to tolerance of 1:600.

.5 Install rough bucks, nailers and linings to rough openings as required to provide backing for frames and other work.

.6 Install wood cants, fascia backing, nailers, curbs and other wood supports as required and secure using steel fasteners.

.7 Install wood backing, dressed, tapered and recessed slightly below top surface of roof insulation for roof hopper.

.8 Install sleepers as indicated.

.9 Use caution when working with particle board. Use dust collectors and high quality respirator masks.

.10 Frame, anchor, fasten, tie and brace members to provide necessary strength and rigidity.

.11 Countersink bolts where necessary to provide clearance for other work.

## 3.3 CLEANING

.1 Progress Cleaning: clean in accordance with Section 01 74 11- Cleaning.

.1 Leave Work area clean at end of each day.

.2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 11- Cleaning.

**END OF SECTION**

## 1.1 RELATED REQUIREMENTS

.1 Section 06 08 99-Rough Carpentry for Minor Works

.2 Section 07 26 00-Vapour Barriers

## 1.2 REFERENCE STANDARDS

.1 ASTM International

.1 ASTM C553-13, Standard Specification for Mineral Fibre Blanket Thermal Insulation for Commercial and Industrial Applications.

.2 ASTM C665-12, Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.

.3 ASTM C1320-10, Standard Practice for Installation of Mineral Fiber Batt and Blanket Thermal Insulation for Light Frame Construction.

.2 CSA Group

.1 CSA B111-1974 R2003, Wire Nails, Spikes and Staples.

.2 CSA B149 PACKAGE-10, Consists of B149.1, Natural Gas and Propane Installation Code and B149.2, Propane Storage and Handling Code.

.3 Underwriters Laboratories of Canada (ULC)

.1 CAN/ULC-S604-2012, Standard for Factory-Built Type A Chimneys.

.2 CAN/ULC-S702-2012, Standard for Mineral Fibre Insulation for Buildings.

## 1.3 ACTION AND INFORMATIONAL SUBMITTALS

.1 Submit in accordance with Section 01 33 00- Submittal Procedures.

.2 Product Data:

.1 Submit manufacturer's instructions, printed product literature and data sheets for blanket insulation and include product characteristics, performance criteria, physical size, finish and limitations.

.3 Certificates:

.1 Submit product certificates signed by manufacturer certifying materials comply with specified performance characteristics and criteria and physical requirements.

.4 Test Reports:

.1 Submit certified test reports showing compliance with specified performance characteristics and physical properties.

## 1.4 DELIVERY, STORAGE AND HANDLING

.1 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.

.2 Storage and Handling Requirements:

.1 Store materials indoors off ground in dry location and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.

.2 Replace defective or damaged materials with new.

## Part 2 Products

### 2.1 INSULATION

.1 Batt and blanket mineral fibre: to ASTM C553 CAN/ULC-S702 ASTM C665.

.1 Type: 1

.2 Thickness: as indicated.

### 2.2 ACCESSORIES

.1 Insulation clips:

.1 Impale type, perforated 2”x2” (50 x 50 mm) cold rolled carbon steel 0.8 mm thick, adhesive back, spindle of 2.5 mm diameter annealed steel, length to suit insulation, 25 mm diameter washers of self locking type.

.2 Nails: galvanized steel, length to suit insulation plus 1” (25mm), to CSA B111.

.3 Staples: ½” (12mm) minimum leg.

.4 Tape: as recommended by manufacturer.

## Part 3 Execution

### 3.1 EXAMINATION

.1 Verification of Conditions: verify that conditions of substrate previously installed under other Sections or Contracts are acceptable for blanket insulation application in accordance with manufacturer's written instructions.

.1 Inform the Engineer of unacceptable conditions immediately upon discovery.

.2 Proceed with installation only after unacceptable conditions have been remedied and after receipt of written approval to proceed from the Engineer.

### 3.2 INSULATION INSTALLATION

.1 Install insulation to maintain continuity of thermal protection to building elements and spaces [and to ASTM C1320].

.2 Fit insulation closely around electrical boxes, pipes, ducts, frames and other objects in or passing through insulation.

.3 Do not compress insulation to fit into spaces.

.4 Keep insulation minimum 3” (75mm) from heat emitting devices such as recessed light fixtures, and minimum 2” (50mm) from sidewalls of CAN/ULC-S604 Type A chimneys CSA B149.1 and CSA B149.2 Type B vents.

.5 Do not enclose insulation until it has been inspected by Engineer.

### 3.3 CLEANING

.1 Progress Cleaning: clean in accordance with Section 01 74 11- Cleaning.

.1 Leave Work area clean at end of each day.

.2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 11- Cleaning.

**END OF SECTION**

## Part 1 General

### 1.1 RELATED REQUIREMENTS

.1 Reserved

### 1.2 REFERENCE STANDARDS

.1 ASTM International (ASTM)

- .1 ASTM C 518-[15], Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
- .2 ASTM C 687-[12], Standard Practice for Determination of Thermal Resistance of Loose-Fill Building Insulation.
- .3 ASTM C 764-[11], Standard Specification for Mineral Fiber Loose-Fill Thermal Insulation.
- .4 ASTM C 1015-[17], Standard Practice for Installation of Cellulosic and Mineral Fiber Loose-Fill Thermal Insulation.
- .5 ASTM E 84-[18b], Standard Test Method for Surface Burning Characteristics of Building Materials
- .6 ASTM E 136-[16a], Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750°C.

.2 Underwriters Laboratories of Canada (ULC)

- .1 CAN/ULC-S102.2-[10], Standard Method of Test for Surface Burning Characteristics of Flooring, Floor Coverings, and Miscellaneous Materials and Assemblies.
- .2 CAN/ULC-S114-[05], Standard Method of Test For Determination Of Non-Combustibility In Building Materials
- .3 CAN/ULC-S129-[15], Standard Method of Test for Smoulder Resistance of Insulation (Basket Method).
- .4 CAN/ULC-S702.1-[14-AMD1], Standard for Mineral Fibre Thermal Insulation for Buildings, Part 1: Material Specification.
- .5 ULC-S702.2-[15], Standard for Mineral Fibre Thermal Insulation for Buildings, Part 2: Installation.

### 1.3 ADMINISTRATIVE REQUIREMENTS

.1 Pre-installation meetings

- .1 Convene a pre-installation meeting two (2)] weeks before beginning of work of this Section. Installation contractor, Contractor, Consultant and Owner to verify the following:
  - .1 Project requirements.
  - .2 Submission of technical literature and Test reports.
  - .3 Preparation and installation procedures.
  - .4 Co-ordination with other building subtrades.
  - .5 Manufacturer's installation instructions.

.6 Preparation of mock-ups.

.7 On-site testing and inspections.

**1.4 ACTION AND INFORMATIONAL SUBMITTALS**

.1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.

.2 Submit manufacturer's printed product literature, specifications, and datasheet. Include product characteristics, performance criteria, and limitations. Submit product data to confirm that insulation used in this project will meet or exceed specified performance requirements.

.3 Submit product certificates signed by Manufacturer certifying materials comply with specified performance characteristics and criteria and physical requirements.

.4 Submit manufacturer's installation instructions. Include recommendations for preparation, special storage and handling. Include installation and cleaning procedures.

.5 Submit manufacturers recommendations for density testing of installed insulation.

.1 Submit standard test report form.

.2 Submit copy of Manufacturers Certificate of Coverage.

.6 Submit WHMIS Safety Data Sheet (SDS).

.7 Submit evaluation report, test reports and listing from an independent recognized evaluation service or testing laboratory, indicating compliance with specifications for specified performance characteristics and physical properties.

**1.5 QUALITY ASSURANCE**

.1 Installer: company specializing in application of pneumatic application of fibre insulation with minimum of 5 years of documented experience. Submit copies of documents confirming experience for each installer to be employed on the project.

**1.6 HEALTH AND SAFETY**

.1 Comply with requirements of Workplace Hazardous Materials Information System regarding use, handling, storage and disposal of insulation materials.

.2 Ensure that workers wear gloves, respirators, dust masks, long sleeved clothing, eye protection and protective clothing when applying insulation.

.3 Ensure that workers do not eat, drink or smoke while applying insulation.

**1.7 DELIVERY, STORAGE AND HANDLING**

.1 Deliver, store and handle materials in accordance with manufacturer's written instructions.

.2 Delivery and Acceptance Requirements:

.1 Deliver materials to site in original unopened factory packaging, labelled with manufacturer's name and address. Include ULC markings.

.3 Storage and Handling Requirements:

.1 Store materials off ground, indoors, in a clean, dry and well ventilated area and in accordance with manufacturer's recommendations.

.2 Protect materials from exposure to moisture.

.3 Replace wet, damaged or opened materials.

## 1.8 WASTE MANAGEMENT

.1 Construction Waste Management:

.1 Conduct Waste Management as specified in Section 01 74 19- Waste Management and Disposal.

.2 Separate and recycle remaining waste packaging materials in accordance with Waste Management Plan and Waste Reduction Plan.

.1 When possible, return all packaging materials for reuse as specified in Waste Management Plan and Waste Reduction Workplan.

.3 Dispose of waste products at appropriate recycling facilities. Collect and separate materials in appropriate on-site storage containers.

## 1.9 SITE CONDITIONS

.1 Ambient conditions:

.1 Ventilate enclosed spaces in accordance with Section 01 51 00 - Temporary Utilities.

.2 Provide temporary enclosures to prevent contaminating air beyond application area.

# Part 2 Products

## 2.1 MATERIALS

.1 Fiberglass Insulation: inorganic glass fibre to ASTM C 764, Type I and CAN/ULC-S702.1 Type 5 - Blowing fibre. Manufactured from molten glass and spun or blown into fibres. Non-combustible, lightweight, water resistant, non-corrosive. Unbonded, designed specifically for pneumatic application. Properties as follows:

.1 Thermal resistivity: design thermal resistance RSI value [_____] when tested in accordance with ASTM C 687

.2 Fire performance: non-combustible to CAN/ULC-S114 and ASTM E 136

.3 Surface burning characteristics: to CAN/ULC-S102.2[and][ASTM E 84].

.1 Flame spread ratings: FSR [_____].

.2 Smoke developed classification: SDC [_____].

.4 Smoulder resistance: to CAN/ULC-S129. [_____]%.

.5 Recycled content: [_____]%.

.6 Design Density: kg/m³ [_____] to CAN/ULC-S702.1

.7 Application density for closed cavity applications:

.1 Minimum density: [ _____] kg/m³

.8 Application rate for open blown applications:

.1 Minimum weight: [_____] kg/m²

.2 Mineral wool insulation: inorganic mineral wool fibre to ASTM C 764, Type I and CAN/ULC-S702.1 Type 5 - Blowing Fibre. Manufactured from melted rock, blast furnace slag and other raw materials and spun into fibers. Non-combustible, lightweight, water repellent, non-corrosive. Unbonded, designed specifically for pneumatic application Properties as follows:

.1 Thermal resistivity: design thermal resistance RSI value [_____] when tested in accordance with ASTM C 518

.2 Fire performance: non-combustible to CAN/ULC-S114 and ASTM E 136

.3 Surface burning characteristics: to CAN/ULC-S102.2[and][ASTM E 84].

.1 Flame spread ratings: FSR [_____].

.2 Smoke developed classification: SDC [_____].

.4 Smoulder resistance: to CAN/ULC-S129. [_____]%.

.5 Recycled content: [_____]%.

.6 Design Density: [ ] kg/m³ to CAN/ULC-S702.1

.7 Application density for closed cavity applications:

.1 Minimum density: [ ] kg/m³

.8 Application rate for open blown applications:

.1 Minimum weight: kg/m² [_____].

## 2.2 ACCESSORIES

.1 Insulation stop: preformed, rigid fiberboard, cardboard or foamed plastic sheets designed to close off outside edge of attic framing and prevent blown insulation materials from entering eave space.

.1 Height: minimum 25 mm higher than depth of attic insulation layer.

.2 Eave ventilation baffles: preformed, rigid fiberboard, cardboard or foamed plastic sheets designed and sized to fit between attic framing members and ensure continuous path of ventilations from eaves through to attic space by preventing insulation from touching underside of roof sheathing.

.1 Minimum ventilation gap: 25 mm.

.3 Retention fabric: non-woven, tear resistant, lightweight translucent fabric. By insulation manufacturer. Designed for installation to interior face of wall or floor assembly to retain insulation in place until permanent finishes are installed.

# Part 3 Execution

## 3.1 MANUFACTURER'S INSTRUCTIONS

.1 Comply with manufacturer's written installation instructions, including data sheets, technical bulletins. Comply with storage and handling instructions.

.2 Carry out work related to application of insulation in accordance with ASTM C 1015 and ULC-S702.2

## 3.2 EXAMINATION

.1 Verify that conditions of existing substrate are acceptable for insulation application in accordance with manufacturer's written instructions.

.1 Visually inspect substrate in presence of Consultant.

.2 Ensure surfaces are free of snow, ice, frost, grease and other deleterious materials.

.3 Inform Consultant of unacceptable conditions immediately upon discovery.

.4 Proceed with installation only after unacceptable conditions have been remedied and after receipt of written approval to proceed from Consultant.

## 3.3 INSTALLATION - GENERAL

.1 Protect adjacent surfaces and equipment from damage by overspray, fall-out, and dusting of insulation materials.

.2 Apply products only when surfaces and ambient temperatures are within manufacturers' prescribed limits.

.3 Apply insulation to clean and dry surfaces.

.4 Apply insulation in thickness and density as specified to obtain designed RSI value and as indicated.

.5 Install insulation to maintain continuity of thermal protection to building elements and spaces.

.6 Blow insulation closely around electrical boxes, pipes, ducts, frames and other objects in or passing through insulation.

.7 Do not compress insulation to fit in space.

.8 Keep insulation minimum 75 mm from heat emitting devices such as recessed light fixtures, and minimum 50 mm from sidewalls of chimneys and furnace vents.

.9 Do not enclose insulation until it has been reviewed and approved by Consultant.

.10 Protect installed products and accessories from damage during construction.

## 3.4 CLOSED CAVITY INSTALLATION

.1 Reserved.

## 3.5 OPEN BLOWN INSTALLATION

.1 Before to installing insulation in an open area such as attic spaces, prepare space as follows:

.1 Seal penetrations through ceiling plane to minimize air leakage between conditioned living space below and unconditioned attic space.

.2 Install eave ventilation baffles in each truss bay to maintain continuous ventilation of attic space by allowing free flow of air in through vented soffit and out through ridge and/or gable end vents.

.3 Install insulation stops at exterior face of each truss bay to prevent insulation from spilling over top of exterior wall and entering eave space and causing blockage of soffit vents, and to prevent displacement of insulation by wind entering vents.

.4 Ensure unobstructed air circulation to eave vents.

.2 Apply insulation using pneumatic blowing equipment at manufacturer's recommended weight per square metre to achieve specified RSI value per installed thickness.

.3 Apply insulation to depth as indicated. Provide uniform coverage throughout space.

.4 Protect from construction traffic to eliminate compressing or damaging completed installations.

.5 Inspect thickness of installed insulation. Conduct a minimum of 5 tests for every 10 square meter area. Record results in accordance with Manufacturers recommendations. Report to include total area covered and total weight of installed products based on weight of each bag. Submit copies of Certificate of Coverage and inspection reports to Consultant at end of each work day.

## 3.6 CLEANING

.1 Perform daily cleaning in accordance with Section 01 74 00 - Cleaning.

.1 Leave Work area clean at end of each day.

.2 Upon completion of insulation work, remove surplus materials, rubbish, tools and equipment.

.1 Remove insulation material spilled during installation and leave work area clean.

.3 Separate waste materials for reuse and recycling. Remove recycling containers and bins from site and dispose of materials at appropriate facility.

**END OF SECTION**

## Part 1 General

### 1.1 RELATED REQUIREMENTS

.1 Section 06 08 99-Rough Carpentry

.2 Section 07 21 13-Board Insulation

.3 Section 07 21 26-Blown Insulation (Mineral Fiber)

.4 Section 07 92 00-Joint Sealing

### 1.2 REFERENCE STANDARDS

.1 Canadian General Standards Board (CGSB)

.1 CAN/CGSB-51.34-M86, Vapour Barrier, Polyethylene Sheet, for Use in Building Construction.

### 1.3 ACTION AND INFORMATIONAL SUBMITTALS

.1 Submit in accordance with Section 01 33 00- Submittal Procedures.

.2 Product Data:

.1 Submit manufacturer's instructions, printed product literature and data sheets for vapour retarders and include product characteristics, performance criteria, physical size, finish and limitations.

### 1.4 DELIVERY, STORAGE AND HANDLING

.1 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.

.2 Storage and Handling Requirements:

.1 Store materials indoors in dry location off ground and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.

.2 Replace defective or damaged materials with new.

## Part 2 Products

### 2.1 SHEET VAPOUR BARRIER

.1 Polyethylene film: to CAN/CGSB-51.34, 6mil (0.15mm) thick.

### 2.2 ACCESSORIES

.1 Joint sealing tape: air resistant pressure sensitive adhesive tape, type recommended by vapour barrier manufacturer, 2” (50 mm) wide for lap joints and perimeter seals, 1” (25 mm) wide elsewhere.

.2 Sealant: compatible with vapour retarder materials, recommended by vapour retarder manufacturer. To Section 07 92 00- Joint Sealants.

.3 Staples: minimum ¼” (6 mm) leg.

.4 Moulded box vapour barrier: factory-moulded polyethylene box for use with recessed electric switch and outlet device boxes.

## Part 3 Execution

### 3.1 EXAMINATION

.1 Verification of Conditions: verify that conditions of substrate previously installed under other Sections or Contracts are acceptable for vapour retarder installation in accordance with manufacturer's written instructions.

.1 Inform the Engineerof unacceptable conditions immediately upon discovery.

.2 Proceed with installation only after unacceptable conditions have been remedied and after receipt of written approval to proceed the Engineer.

### 3.2 INSTALLATION

.1 Ensure services are installed and inspected prior to installation of retarder.

.2 Install sheet vapour retarder on warm side of exterior wall and ceiling assemblies prior to installation of gypsum board to form continuous retarder.

.3 Use sheets of largest practical size to minimize joints.

.4 Inspect for continuity. Repair punctures and tears with sealing tape before work is concealed.

### 3.3 EXTERIOR SURFACE OPENINGS

.1 Cut sheet vapour retarder to form openings and ensure material is lapped and sealed to frame and air barrier.

### 3.4 PERIMETER SEALS

.1 Seal perimeter of sheet vapour barrier as follows:

.1 Apply continuous bead of sealant to substrate at perimeter of sheets.

.2 Lap sheet over sealant and press into sealant bead.

.3 Install staples through lapped sheets at sealant bead into wood substrate.

.4 Ensure that no gaps exist in sealant bead. Smooth out folds and ripples occurring in sheet over sealant.

### 3.5 LAP JOINT SEALS

.1 Seal lap joints of sheet vapour barrier as follows:

.1 Attach first sheet to substrate.

.2 Apply continuous bead of sealant over solid backing at joint.

.3 Lap adjoining sheet minimum 6” (150 mm) and press into sealant bead.

.4 Install staples through lapped sheets at sealant bead into wood substrate.

.5 Ensure that no gaps exist in sealant bead. Smooth out folds and ripples occurring in sheet over sealant.

## 3.6 ELECTRICAL BOXES

.1 Reserved.

## 3.7 CLEANING

.1 Progress Cleaning: clean in accordance with Section 01 74 11- Cleaning.

.1 Leave Work area clean at end of each day.

.2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 11- Cleaning.

.1 Remove insulation material spilled during installation and leave work area ready for application of wall board.

**END OF SECTION**

## Part 1 General

### 1.1 RELATED REQUIREMENTS

.1 Section 07 92 00-Joint Sealing

.2 Section 060899-Rough Carpentry for Minor Works

### 1.2 REFERENCE STANDARDS

.1 ASTM International

.1 ASTM A653/A653M-10, Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

.2 ASTM D523-89(2008), Standard Test Method for Specular Gloss.

.3 ASTM D822-01(R2006), Standard Practice for Filtered Open-Flame Carbon-Arc Exposures of Paint and Related Coatings.

.2 Canadian General Standards Board (CGSB)

.1 CAN/CGSB-37.5-M89, Cutback Asphalt Plastic Cement.

.2 CAN/CGSB-37.29-M89, Rubber-Asphalt Sealing Compound.

.3 CAN/CGSB-51.32- M77, Sheathing, Membrane, Breather Type.

.3 CSA International

.1 CSA A123.3-05(2010), Asphalt Saturated Organic Roofing Felt.

.4 National Building Code of Canada 2015(NBC).

.1 CCMC- Registry of Product Evaluations.

### 1.3 ACTION AND INFORMATIONAL SUBMITTALS

.1 Submit in accordance with Section 01 33 00- Submittal Procedures.

.2 Colour Sample: Submit three 50mm x 75mm colour samples of each colour to the Consultant for Owner’s approval prior to ordering materials. Contractor shall not order materials prior to receiving colour approval.

.3 Product Data:

.1 Submit manufacturer's instructions, printed product literature and data sheets for sheet metal roofing and include product characteristics, performance criteria, physical size, finish and limitations.

.2 Proof of manufacturer's CCMC listing and listing number.

.3 Submit 2copies of WHMIS MSDS in accordance with Section 01 35 29.06-Health and Safety Requirements 01 35 43- Environmental Procedures.

### 1.4 DELIVERY, STORAGE AND HANDLING

.1 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.

.2 Storage and Handling Requirements:

.1 Store materials off ground in dry location indoors and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.

.2 Store and protect sheet metal roofing from nicks, scratches, and blemishes.

.3 Replace defective or damaged materials with new.

## Part 2 Products

### 2.1 PREFINISHED STEEL SHEET

.1 Prefinished steel with factory applied silicone modified polyester.

.2 Standard of acceptance: Heritage series hidden fasteners, 26 Ga. As manufactured by “Ideal Roofing”, Colour to match existing.

### 2.2 ACCESSORIES

.1 Isolation coating: alkali resistant bituminous paint.

.2 Plastic cement: to CAN/CGSB-37.5.

.3 Underlay: self adhering membrane, slip resistant glass reinforced sand covered mat. 53 mils, 0.053” thick.

.4 Slip sheet: reinforced sisal paper or a heavy felt kraft paper.

.5 Sealant: Asbestos-free sealant, compatible with systems materials, recommended by system manufacturer Caulking see Section 07 92 00- Joint Sealants.

.6 Rubber-asphalt sealing compound: to CAN/CGSB-37.29.

.7 Fasteners: exposed purpose made.

.8 Washers: of same material as sheet metal, 0.039”(1 mm) thick with rubber packings.

.9 Touch-up paint: as recommended by sheet metal roofing manufacturer.

## Part 3 Execution

### 3.1 EXAMINATION

.1 Verification of Conditions: verify that conditions of substrate previously installed under other Sections or Contracts are acceptable for sheet metal roofing installation in accordance with manufacturer's written instructions.

.1 Inform the Engineer of unacceptable conditions immediately upon discovery.

.2 Proceed with installation only after unacceptable conditions have been remedied and after receipt of written approval to proceed from the Engineer.

### 3.2 INSTALLATION

.1 Include underlay under sheet metal roofing.

.1 Secure in place and lap joints 4” (100 mm) minimum.

.2 Flash roof penetrations with material matching roof panels, and make watertight.

.3 Form seams in direction of water-flow and make watertight.

.4 Installation shall conform with manufacturers written instruction.

**3.3 STANDING SEAM ROOFING**

.1 Install metal roofing in accordance with manufacturers latest written instruction

**3.4 GUTTERS**

.1 Form gutters as detailed and coordinate installation with metal roofing.

.2 Form rain water leaders and secure to face of building with fasteners to suit. Colour to match

**3.5 CLEANING**

.1 Progress Cleaning: clean in accordance with Section 01 74 11- Cleaning.

.1 Leave Work area clean at end of each day.

.2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 11- Cleaning.

**3.6 PROTECTION**

.1 Protect installed products and components from damage during construction.

.2 Repair damage to adjacent materials caused by sheet metal roofing installation.

**END OF SECTION**

## Part 1 General

### 1.1 RELATED REQUIREMENTS

.1 Section 07 26 00-Vapour Barrier

.2 Section 07 61 00-Sheet Metal Roofing

### 1.2 REFERENCE STANDARDS

.1 ASTM International

.1 ASTM C919-08, Standard Practice for Use of Sealants in Acoustical Applications.

.2 Canadian General Standards Board (CGSB)

.1 CGSB 19-GP-5M-1984, Sealing Compound, One Component, Acrylic Base, Solvent Curing Issue of 1976 reaffirmed, incorporating Amendment No. 1.

.2 CAN/CGSB-19.13-M87] Sealing Compound, One-component, Elastomeric, Chemical Curing.

.3 CGSB 19-GP-14M-1984, Sealing Compound, One Component, Butyl-Polyisobutylene Polymer Base, Solvent Curing (Reaffirmation of April 1976).

.4 CAN/CGSB-19.17-M90, One-Component Acrylic Emulsion Base Sealing Compound.

.5 CAN/CGSB-19.24-M90, Multi-component, Chemical Curing Sealing Compound.

### 1.3 ACTION AND INFORMATIONAL SUBMITTALS

.1 Submit in accordance with Section 01 33 00- Submittal Procedures.

.2 Product Data:

.1 Submit manufacturer's instructions, printed product literature and data sheets for joint sealants and include product characteristics, performance criteria, physical size, finish and limitations.

.2 Manufacturer's product to describe:

.1 Caulking compound.

.2 Primers.

.3 Sealing compound, each type, including compatibility when different sealants are in contact with each other.

.3 Submit 2copies of WHMIS MSDS

.3 Manufacturer's Instructions:

.1 Submit instructions to include installation instructions for each product used.

### 1.4 CLOSEOUT SUBMITTALS

.1 Submit in accordance with Section 01 78 00- Closeout Submittals.

.2 Operation and Maintenance Data: submit operation and maintenance data for incorporation into manual.

## 1.5 DELIVERY, STORAGE AND HANDLING

.1 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.

.2 Storage and Handling Requirements:

.1 Store materials in dry location off ground indoors and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.

.2 Replace defective or damaged materials with new.

## 1.6 SITE CONDITIONS

.1 Ambient Conditions:

.1 Proceed with installation of joint sealants only when:

.1 Joint substrates are dry.

.2 Conform to manufacturer's recommended temperatures, relative humidity, and substrate moisture content for application and curing of sealants including special conditions governing use.

.2 Joint-Width Conditions:

.1 Proceed with installation of joint sealants only where joint widths are more than those allowed by joint sealant manufacturer for applications indicated.

.3 Joint-Substrate Conditions:

.1 Proceed with installation of joint sealants only after contaminants capable of interfering with adhesion are removed from joint substrates.

## 1.7 ENVIRONMENTAL REQUIREMENTS

.1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of Material Safety Data Sheets (MSDS) acceptable to Health Canada.

# Part 2 Products

## 2.1 SEALANT MATERIALS

.1 Do not use caulking that emits strong odours, contains toxic chemicals or is not certified as mould resistant in air handling units.

.2 When low toxicity caulks are not possible, confine usage to areas which off gas to exterior, are contained behind air barriers, or are applied several months before occupancy to maximize off gas time.

.3 Where sealants are qualified with primers use only these primers.

## 2.2 SEALANT MATERIAL DESIGNATIONS

.1 Urethanes one part: Non-sag: to CAN/CGSB-19.13, Type 2, [MCG-2-40] [MCG-2-25], colour selected by owner from standard range

.2 Silicones one part: to CAN/CGSB-19.13.

.3 Acrylic latex one part: to CAN/CGSB-19.17.

.4 Acoustical sealant: to ASTM C919.

.5 Butyl: to CGSB 19-GP-14M.

.6 Preformed compressible and non-compressible back-up materials:

.1 Polyethylene, urethane, neoprene or vinyl foam:

.1 Extruded closed cell foam backer rod.

.2 Size: oversize 30 %.

.2 Neoprene or butyl rubber:

.1 Round solid rod, Shore A hardness 70.

.3 High density foam:

.1 Extruded closed cell polyvinyl chloride (PVC), extruded polyethylene, closed cell, Shore A hardness 20, tensile strength 140 to 200 kPa, extruded polyolefin foam, 32 kg/m3density, or neoprene foam backer, size as recommended by manufacturer.

.4 Bond breaker tape:

.1 Polyethylene bond breaker tape which will not bond to sealant.

**2.3 SEALANT SELECTION**

.1 Perimeters of exterior openings where frames meet exterior facade of building (i.e. brick, block, precast masonry): sealant type: urethane single component. Standard of acceptance: Dymonic as manufactured by “Tremco”

.2 Exterior joints in horizontal wearing surfaces (as itemized): sealant type: urethane single component. Standard of acceptance: Dymonic as manufactured by “Tremco”

.3 Seal interior perimeters of exterior openings as detailed on drawings: sealant type: Acrylic single component. Standard of acceptance: Tremflex 834 as manufactured by “Tremco”

.4 Perimeters of interior frames, as detailed and itemized: sealant type: Acrylic single component. Standard of acceptance: Tremflex 834 as manufactured by “Tremco”

.5 Perimeter of bath fixtures (e.g. sinks, tubs, urinals, stools, water closets, basins, vanities): sealant type: silicone single component. Standard of acceptance: Tremsil 200 as manufactured by “Tremco”

**2.4 JOINT CLEANER**

.1 Non-corrosive and non-staining type, compatible with joint forming materials and sealant in accordance with sealant manufacturer's written recommendations.

.2 Primer: in accordance with sealant manufacturer's written recommendations.

## Part 3 Execution

**3.1 EXAMINATION**

.1 Inform the Engineer of unacceptable conditions immediately upon discovery.

.2 Proceed with installation only after unacceptable conditions have been remedied and after receipt of written approval to proceed from the Engineer.

**3.2 SURFACE PREPARATION**

.1 Examine joint sizes and conditions to establish correct depth to width relationship for installation of backup materials and sealants.

.2 Clean bonding joint surfaces of harmful matter substances including dust, rust, oil grease, and other matter which may impair Work.

.3 Do not apply sealants to joint surfaces treated with sealer, curing compound, water repellent, or other coatings unless tests have been performed to ensure compatibility of materials. Remove coatings as required.

.4 Ensure joint surfaces are dry and frost free.

.5 Prepare surfaces in accordance with manufacturer's directions.

**3.3 PRIMING**

.1 Where necessary to prevent staining, mask adjacent surfaces prior to priming and caulking.

.2 Prime sides of joints in accordance with sealant manufacturer's instructions immediately prior to caulking.

**3.4 BACKUP MATERIAL**

.1 Apply bond breaker tape where required to manufacturer's instructions.

.2 Install joint filler to achieve correct joint depth and shape, with approximately 30% compression.

**3.5 MIXING**

.1 Mix materials in strict accordance with sealant manufacturer's instructions.

**3.6 APPLICATION**

.1 Sealant:

.1 Apply sealant in accordance with manufacturer's written instructions.

.2 Mask edges of joint where irregular surface or sensitive joint border exists to provide neat joint.

.3 Apply sealant in continuous beads.

.4 Apply sealant using gun with proper size nozzle.

.5 Use sufficient pressure to fill voids and joints solid.

.6 Form surface of sealant with full bead, smooth, free from ridges, wrinkles, sags, air pockets, embedded impurities.

.7 Tool exposed surfaces before skinning begins to give slightly concave shape.

.8 Remove excess compound promptly as work progresses and upon completion.

.2 Curing:

.1 Cure sealants in accordance with sealant manufacturer's instructions.

.2 Do not cover up sealants until proper curing has taken place.

## 3.7 CLEANING

.1 Progress Cleaning: clean in accordance with Section 01 74 11- Cleaning.

.1 Leave Work area clean at end of each day.

.2 Clean adjacent surfaces immediately.

.3 Remove excess and droppings, using recommended cleaners as work progresses.

.4 Remove masking tape after initial set of sealant.

.2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 11- Cleaning.

## 3.8 PROTECTION

.1 Protect installed products and components from damage during construction.

.2 Repair damage to adjacent materials caused by joint sealants installation.

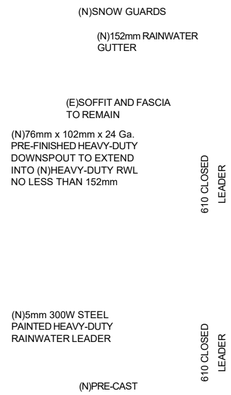
**END OF SECTION**




NOTE: ALL EXISTING PIPE PENETRATIONS, CHIMNEY AND ANTENNA TO REMAIN, LOCATIONS TO BE FIELD VERIFIED

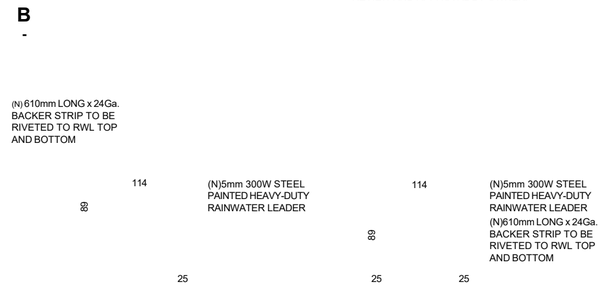
## ROOF PLAN

SCALE:1:100




## A SECTION

SCALE: 1:25




## B SECTION

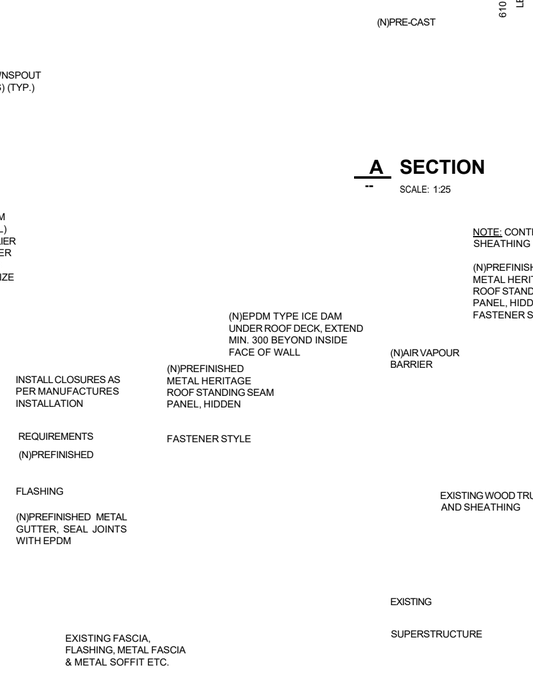
SCALE: 1:10

## C SECTION

SCALE: 1:10

### GENERAL NOTES:

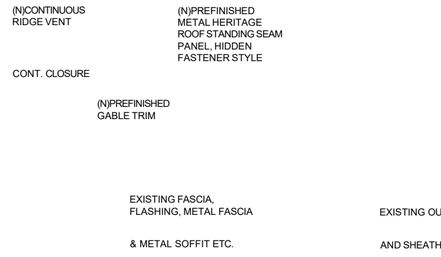
1. REMOVE AND DISPOSE OF EXISTING METAL ROOFING SYSTEM. PROTECT ROOF PENETRATIONS AND FASCIA TO REMAIN.
2. SUPPLY AND INSTALL NEW STANDING SEAM METAL ROOF SYSTEM c/w MANUFACTURER'S STANDARD RIDGE VENT, ADHERED MEMBRANE AND SLIP SHEET AS PER SPECIFICATIONS (TYPICAL).
3. FLASH AND/OR SEAL ALL ROOF PENETRATIONS IN ACCORDANCE WITH ROOFING MANUFACTURER'S RECOMMENDATIONS AND GOOD CONSTRUCTION PRACTICES.
4. SUPPLY AND INSTALL NEW 1220mm PRE-CAST CONCRETE SPLASH PAD AT ALL NEW DOWNSPOUT LOCATIONS (TYPICAL).
5. ROOFING DETAILS ARE FOR REFERENCE ONLY AND WILL VARY DEPENDING ON MANUFACTURER. CONTRACTOR TO PROVIDE MANUFACTURERS' INSTALLATION DETAILS FOR REVIEW AND APPROVAL BY OWNER.




## 1 TYPICAL EAVE DETAIL

SCALE: 1:10

NOTE: CONTRACTOR TO VERIFY EXISTING ROOF SHEATHING IS OPEN FOR RIDGE VENTING.




## 2 TYPICAL RIDGE DETAIL

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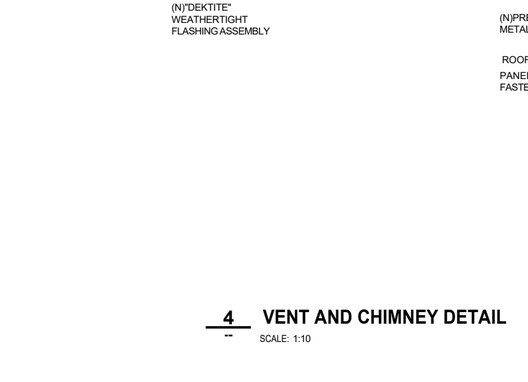



## 4 VENT AND CHIMNEY DETAIL

SCALE: 1:10

## 3 TYPICAL GABLE END DETAIL

SCALE: 1:10

| NO. | YY/MM/DD | DESCRIPTION | DESIGN BY | DESIGN CHECK |
|---|---|---|---|---|
| B | 26/08/14 | RE-ISSUED FOR REVIEW | | DA |
| A | 26/07/10 | ISSUED FOR CLIENT REVIEW | | DA |

REVISIONS / ISSUE

CLIENT:

PROJECT:

CITY OF REGINA
DISTRICT 3 (LEWVAN & 13th AVE.)
MAINTENANCE BLDG. ROOF REMEDIATION

DWG. DESCRIPTION:

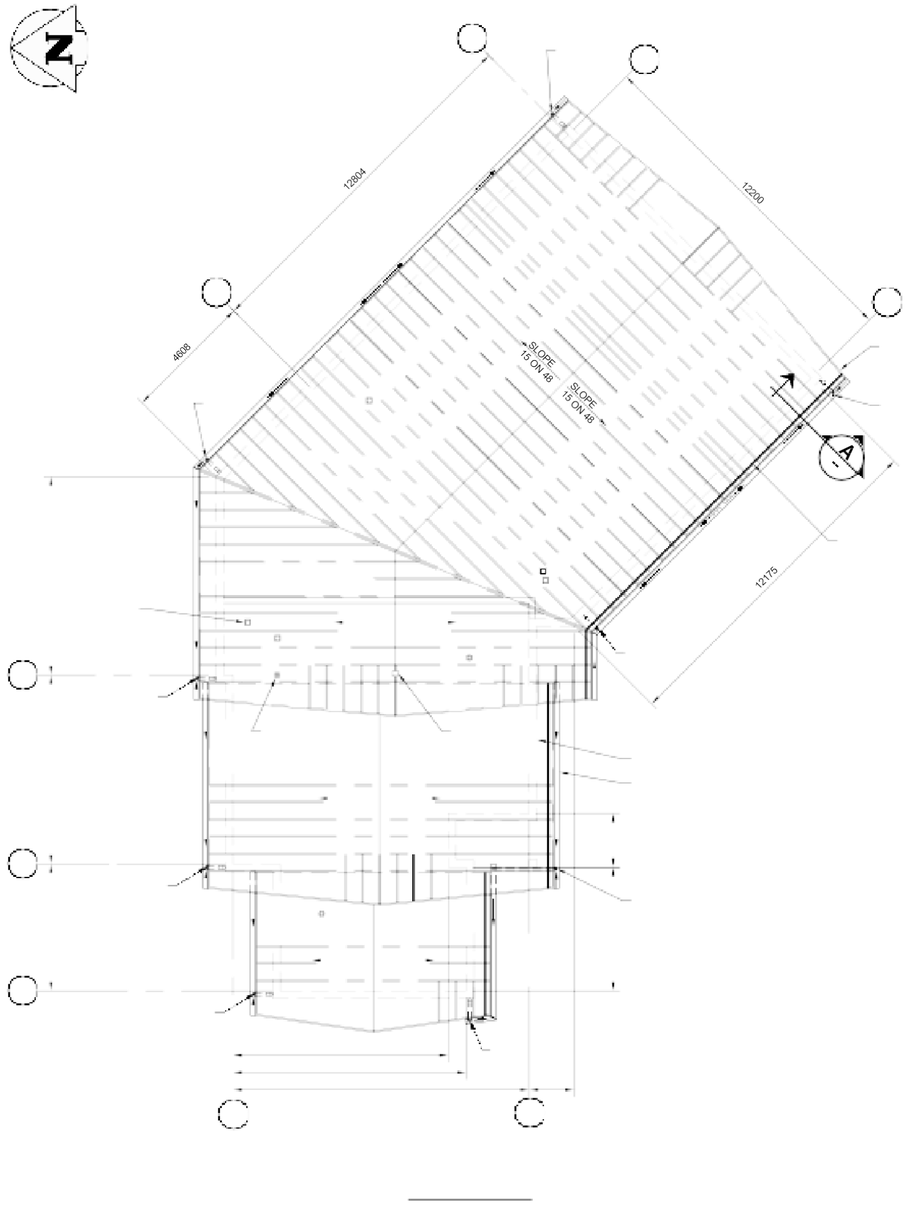
STRUCTURAL
ROOF PLAN
SECTIONS AND DETAILS

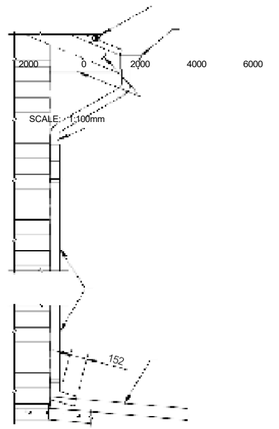
LEGEND
(N) = NEW
(E) = EXISTING

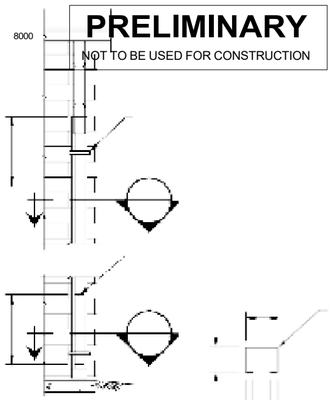
AUTHENTICATION FOR CURRENT REVISION

ENG. STAMP

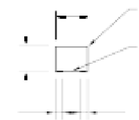
DESIGN BY: DA
DATE (YY/MM/DD): 26/05/26
DESIGN CHECK:
DATE:

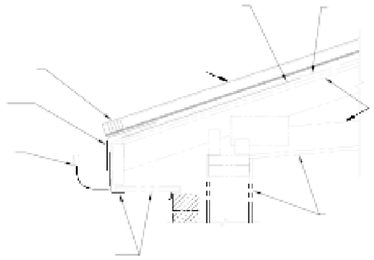


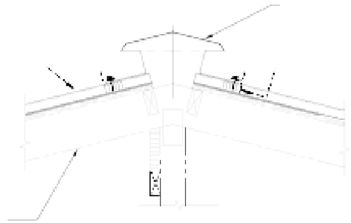



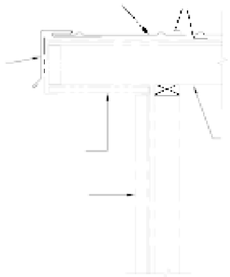



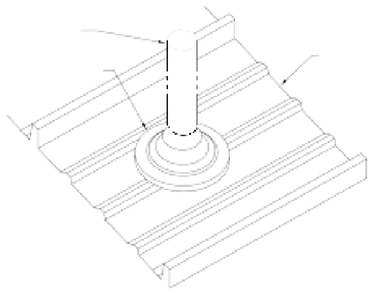












**PRELIMINARY**

NOT TO BE USED FOR CONSTRUCTION

DRAWN BY: WKW DATE: 26/05/26

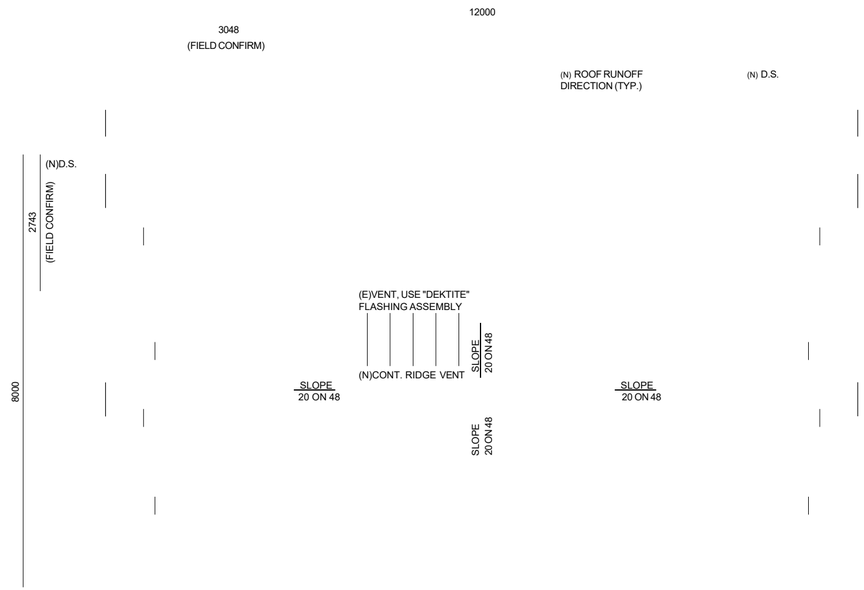
DWG CHECK: DATE:

DWG. NO. 26-1166-003 S01 REV: B

REGINA | City of Regina

KGS GROUP

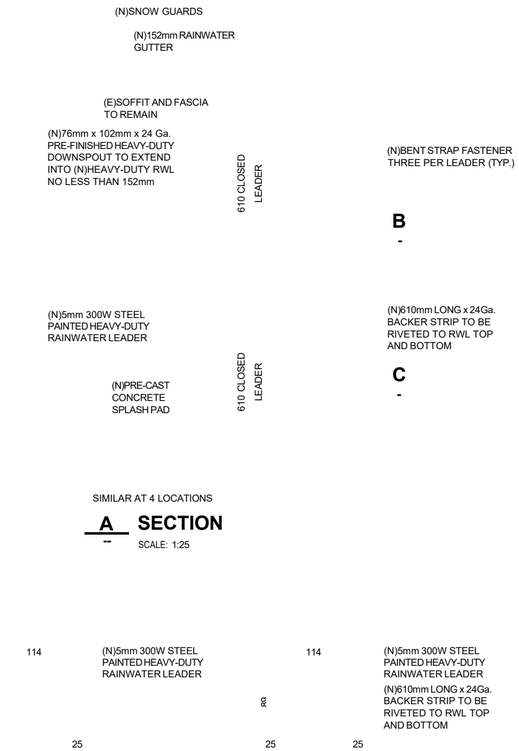
Filename: U:\PMS\26-1166-003\26-1166-003_S01 - Tab:S01 Plotted By: CShordee 26/08/13 [Thu 10:03am]
24"x36"/PLOT SCALE: 1"=1"




NOTE: ALL EXISTING PIPE PENETRATIONS, CHIMNEY AND ANTENNA TO REMAIN, LOCATIONS TO BE FIELD VERIFIED

## ROOF PLAN

SCALE:1:50




## A SECTION

SCALE: 1:25



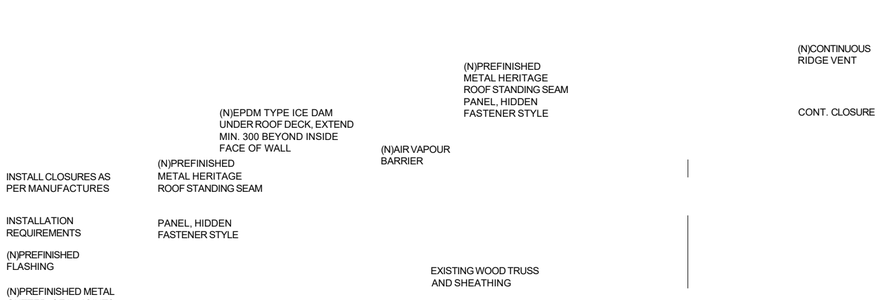

## B SECTION

SCALE: 1:10



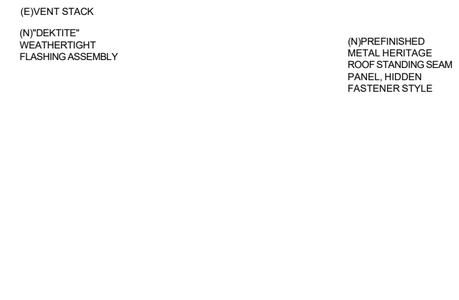

## C SECTION

SCALE: 1:10




## 2 TYPICAL RIDGE DETAIL

SCALE: 1:10




## 3 VENT DETAIL

SCALE: 1:10




## 1 TYPICAL EAVE DETAIL

SCALE: 1:10

## GENERAL NOTES:

1. REMOVE AND DISPOSE OF EXISTING METAL ROOFING SYSTEM. PROTECT ROOF PENETRATIONS AND FASCIA TO REMAIN.
2. SUPPLY AND INSTALL NEW STANDING SEAM METAL ROOF SYSTEM c/w MANUFACTURER'S STANDARD RIDGE VENT, ADHERED MEMBRANE AND SLIP SHEET AS PER SPECIFICATIONS (TYPICAL).
3. FLASH AND/OR SEAL ALL ROOF PENETRATIONS IN ACCORDANCE WITH ROOFING MANUFACTURER'S RECOMMENDATIONS AND GOOD CONSTRUCTION PRACTICES.
4. SUPPLY AND INSTALL NEW 1220mm PRE-CAST CONCRETE SPLASH PAD AT ALL NEW DOWNSPOUT LOCATIONS (TYPICAL).
5. ROOFING DETAILS ARE FOR REFERENCE ONLY AND WILL VARY DEPENDING ON MANUFACTURER. CONTRACTOR TO PROVIDE MANUFACTURERS' INSTALLATION DETAILS FOR REVIEW AND APPROVAL BY OWNER.

| NO. | YY/MM/DD | DESCRIPTION | DESIGN BY | DESIGN CHECK |
|---|---|---|---|---|
| B | 26/08/14 | RE-ISSUED FOR REVIEW | | DA |
| A | 26/07/10 | ISSUED FOR CLIENT REVIEW | | DA |

REVISIONS / ISSUE

CLIENT:

PROJECT:
CITY OF REGINA

WINDSOR PARK
MAINTENANCE BLDG. ROOF REMEDIATION

DWG. DESCRIPTION:
STRUCTURAL
ROOF PLAN
SECTIONS AND DETAILS

LEGEND
(N) = NEW
(E) = EXISTING

AUTHENTICATION FOR CURRENT REVISION

DESIGN BY: DA
DATE (YY/MM/DD): 26/05/26

1000 0 1000 2000 3000
4000

ENG. STAMP

CHECK:

DATE:

DRAWN BY:
WKW

DATE:

DWG CHECK:

DATE:

26/05/26

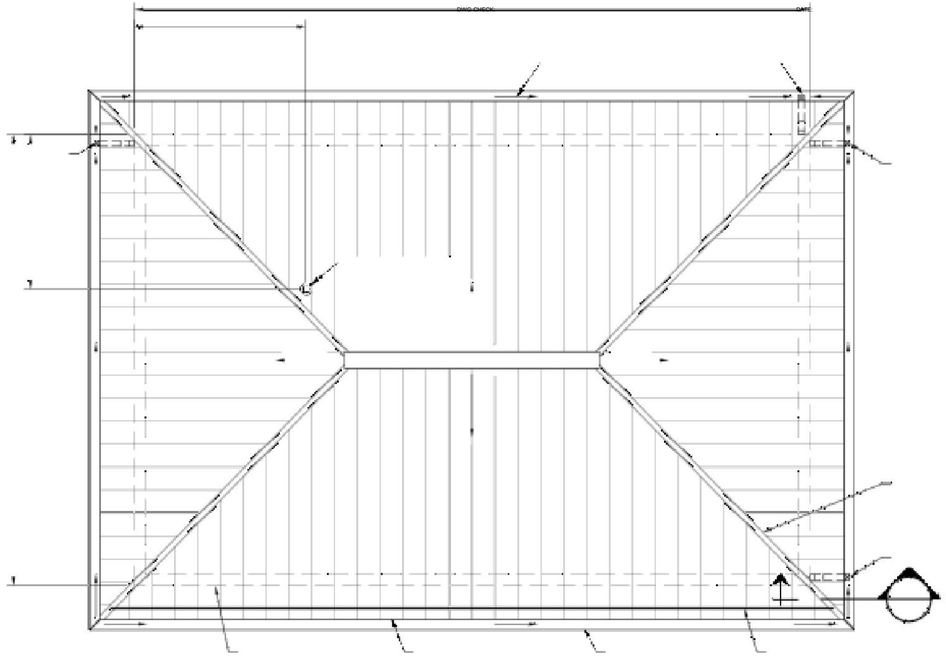
SCALE: 1:50mm

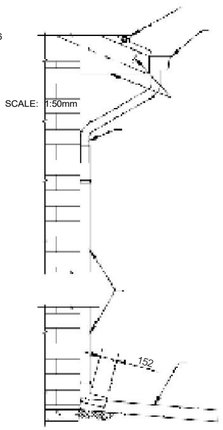
**PRELIMINARY**
NOT TO BE USED FOR CONSTRUCTION

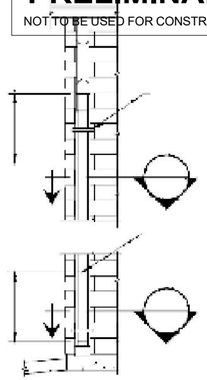
DWG. NO.
26-1166-003

S02

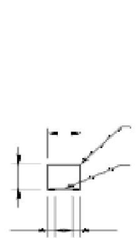
REV:
B

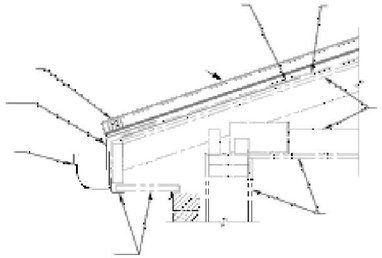


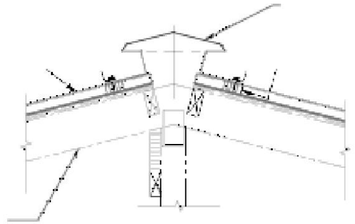


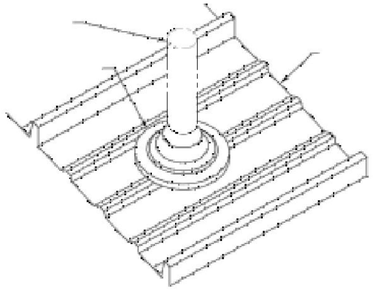













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Filename: U:\FMS\26-1166-003\26-1166-003_S02 - Tab:S02 Plotted By: CShordee 26/08/13 [Thu 10:04am]
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