

CCDC 2

stipulated price contract

2 0 0 8

Garage Membrane

2244 W 6th Ave, Vancouver, British Columbia

Contract # bcjv0119_03 (please reference on all invoices and emails)

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parties to be an unaltered version of
CCDC 2 – 2008 except to the extent
that any alterations, additions or
modifications are set forth in
supplementary conditions.



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

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement made on the 20th day of Dec. in the year 2022 .

by and between the parties

Vancouver No. 1 Partnership Managed by InterRent Holdings Manager Limited Partnership

hereinafter called the "*Owner*"

and

Flagship Construction and Building Envelope Restoration Ltd.

hereinafter called the "*Contractor*"

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

ARTICLE A-1 THE WORK

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for

the membrane refresh and concrete wall remedy.

insert above the name of the Work

located at

2244 W 6th Ave, Vancouver, British Columbia, V6K 1V8

insert above the Place of the Work

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

Tri-Can Consulting Ltd.

insert above the name of the Consultant

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

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

1.3 commence the *Work* by the 13th day of January in the year 2023 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 28th day of March in the year 2023 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

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

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ARTICLE A-3 CONTRACT DOCUMENTS

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

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

APPENDIX A to the CCDC2 - Stipulated Price Contract

Article 1 - Contractor's quotation dated September 20th, 2022

Article 2 - Consultant's drawings Cold Joint Treatment at Parkade Conc. Wall to Framed Wall

Article 3 - Contractor's Work Safe certificate

Article 4 - Contractor's general liability insurance compliant with CCDC41, naming the Owner as both additionally insured and as certificate holder

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

ARTICLE A-4 CONTRACT PRICE

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

Four hundred and seventy-four thousand, five hundred and twenty-eight ---00
_____/100 dollars \$ _____ 474,528.00

4.2 *Value Added Taxes* (of 5.00 %) payable by the *Owner* to the *Contractor* are:

Twenty-three thousand, seven hundred and twenty-six-----40
_____/100 dollars \$ _____ \$23,726.40

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

Four hundred and ninety-eight thousand, two hundred and fifty-four -----40
_____/100 dollars \$ _____ \$498,254.40

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of 49,825.44 equal to ten _____ percent (10 %), the *Owner* shall:

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

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

5.3 Interest

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

the Bank of Canada

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

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

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

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

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

Owner

Vancouver No. 1 Partnership Managed by InterRent Holdings Manager Limited Partnership

*name of Owner**

485 Bank Street, Suite 200, Ottawa, Ontario, K2P 1Z2

address

613-728-2978

facsimile number

construction-admin@rentiip.com

email address

Contractor

Flagship Construction and Building Envelope Restoration Ltd.

*name of Contractor**

1656 East 56th Avenue, Vancouver, British Columbia, V5P 2A4

address

604-838-2028

facsimile number

paul@flagshipconstructionbc.com

email address

Consultant

Tri-Can Consulting Ltd.

*name of Consultant**

300-5118 Joyce Street, Vancouver, British Columbia, V5R 4H1

address

604-449-7789


facsimile number

wei@tccltd.ca

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

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

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ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS


Jacob Berti (Dec 20, 2022 16:41 EST)
signature

Jacob Berti, Property Accountant
name of person signing

signature

name of person signing

WITNESS


signature

James Chang
name of person signing


signature

name of person signing

OWNER

Vancouver No. 1 Partnership Managed by InterRent Holdings Manager Limited Partnership

name of owner


Brad Cutsey (Dec 20, 2022 16:36 EST)
signature

Brad Cutsey,
President and CEO
name and title of person signing

David Nevins
David Nevins (Dec 20, 2022 16:29 EST)
signature

Dave Nevins,
COO
name and title of person signing

CONTRACTOR

Flagship Construction and Building Envelope Restoration Ltd.

name of Contractor

Paul Chan
Paul Chan (Dec 20, 2022 13:12 PST)
signature

President
name and title of person signing

signature

name and title of person signing

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

DEFINITIONS

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

1. Change Directive

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

2. Change Order

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

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

3. Construction Equipment

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

4. Consultant

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

5. Contract

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

6. Contract Documents

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

7. Contract Price

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

8. Contract Time

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

9. Contractor

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

10. Drawings

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

11. Notice in Writing

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

12. Owner

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

13. Place of the Work

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

14. Product

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

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

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

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

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

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

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

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

GC 2.2 ROLE OF THE CONSULTANT

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

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

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

GC 2.4 DEFECTIVE WORK

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

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

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

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

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

GC 3.3 TEMPORARY WORK

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

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

GC 3.4 DOCUMENT REVIEW

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

GC 3.5 CONSTRUCTION SCHEDULE

3.5.1 The *Contractor* shall:

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

GC 3.6 SUPERVISION

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

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

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

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

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

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

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

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

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

GC 3.8 LABOUR AND PRODUCTS

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

GC 3.9 DOCUMENTS AT THE SITE

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

GC 3.10 SHOP DRAWINGS

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

GC 3.11 USE OF THE WORK

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

GC 3.12 CUTTING AND REMEDIAL WORK

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

GC 3.13 CLEANUP

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

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

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

GC 4.2 CONTINGENCY ALLOWANCE

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

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

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

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

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

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

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

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

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

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

GC 5.7 FINAL PAYMENT

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

GC 5.8 WITHHOLDING OF PAYMENT

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

GC 5.9 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

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

GC 6.2 CHANGE ORDER

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

GC 6.3 CHANGE DIRECTIVE

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

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

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

GC 6.5 DELAYS

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

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

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

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

PART 7 DEFAULT NOTICE

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

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

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

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

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

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

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

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

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

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

GC 8.3 RETENTION OF RIGHTS

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

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

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

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

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

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

GC 9.3 ARTIFACTS AND FOSSILS

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

GC 9.4 CONSTRUCTION SAFETY

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

GC 9.5 MOULD

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

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

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

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

GC 10.3 PATENT FEES

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

GC 10.4 WORKERS' COMPENSATION

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

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

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

- (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- 5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
 - 6 The “Broad form” property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
 - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
 - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
 - 7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

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

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

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

.1 caused by:

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

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

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

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

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

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

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

.3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

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

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

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

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

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

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

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

GC 12.2 WAIVER OF CLAIMS

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

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

GC 12.3 WARRANTY

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

CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

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

Appendix A to the CCDC2 – 2008 Stipulated Price Contract

Project Information	
Title	Garage Membrane
Address	2244 W 6th Avenue.
City, Prov., PC	Vancouver, British Columbia, V6K 1V8
Country	Canada

Contract Information	
Contract #	bcjv0119_03
Issue Date	December 20th, 2022
Holdback Percentage (%)	
Work 10 %	Stored Mat'I 10%

Owner	
Contact Company	Mercedes Delgado / Jeff Gordon <small>Vancouver No. 1 Partnership Manager by InterRent Holdings Manager Limited Partnership</small>
Address	485 Bank Street, Suite 200
City, Prov., PC	Ottawa, Ontario, K2P 1Z2
Country	Canada
Phone	613-722-6004
Fax	613-728-2978

Contractor	
Contact Company	Paul Chan Flagship Construction & Building Envelope Restoration Ltd.
Address	1656 East 56th Avenue
City, Prov., PC	Vancouver, British Columbia, V5P 2A4
Country	Canada
Phone	604-838-2028
Email	paul@flagshipconstructionbc.com

THE FOLLOWING SUPPLEMENTAL CONDITIONS AMEND THE SPECIFIED SECTIONS OF THE CCDC2 CONTRACT DOCUMENT. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE CCDC2 CONTRACT AND THE AMENDMENTS SET OUT BELOW, THE PROVISIONS OF THE AMENDMENTS SHALL PREVAIL. (PLEASE READ CAREFULLY)

Amend the following article within "ARTICLE A-5 PAYMENT"

5.1.1 Delete "...in the amount certified by the *Consultant*..." and replace with "...in the amount certified by the *Owner*...".

Add the following articles to "ARTICLE A-5 PAYMENT"

5.3.3 The *Contractor* shall have no claim for interest on invoiced amounts which have not been certified by the *Owner*.

5.4.1 An early payment discount equal to 3% shall be applied if the payment is made within 15 days of receipt of an application for payment by the *Owner*.

Add the following new article "ARTICLE A-9 CONFIDENTIALITY"

9.1 The *Contractor* agrees to ensure that it shall, both during or following the term of the Contract, maintain the confidentiality and security of all confidential information and personal information, and that it shall not directly or indirectly disclose, destroy, exploit, or use any confidential information or personal information, except where required by law, without first obtaining written consent of the *Owner*. The *Contractor* may disclose any portion of the Contract Documents or any other information provided to the *Contractor* by the *Owner* to any *Subcontractor* or *Supplier* if the *Contractor* discloses only such information as is necessary to fulfill the purposes of the Contract and the *Contractor* has included a commensurate confidentiality provision in its contract with the *Subcontractor* or *Supplier*.

Add the following new article "ARTICLE A-10 TIME OF THE ESSENCE"

10.1 It is agreed that one of the reasons why the *Contractor* was selected for the Work is the *Contractor's* representation and warranty that it will attain Substantial Performance of the Work by the date set out in Article A-1, paragraph 1.3 and the *Contractor* acknowledges that it has been advised by the *Owner* that it is critical to the *Owner* that Substantial Performance of the Work be achieved by the prescribed date and that time is of the essence of this Contract.

Add the following general conditions at the end of "GC 2.3 REVIEW AND INSPECTION OF THE WORK"

2.3.8 The *Consultant's* general review during construction and inspection by independent inspection and testing agencies reporting to the *Consultant* are both undertaken to inform the *Owner* of the *Contractor's* performance and shall in no way augment the *Contractor's* quality control or relieve the *Contractor* of contractual responsibility.

Add the following general conditions at the end of "GC 2.4 DEFECTIVE WORK"

2.4.4 The *Contractor* shall provide a system of quality control to ensure that the maximum industry standards and/or as specified herein are attained.

Appendix A to the CCDC2 – 2008 Stipulated Price Contract

- 2.4.5 The *Contractor* shall bring to the attention of the *Consultant* and/or *Owner* any defects in the work or departures from the *Contract Documents* which may occur during construction. The *Owner* shall decide upon corrective action through consultation with the *Consultant*.
- 2.4.6 Where factual evidence exists that defective workmanship has occurred or that work has been carried out incorporating defective materials, the *Consultant* or *Owner* may have tests, concrete cores, inspections or surveys performed, analytical calculation of structural strength made and the like in order to help determine whether the work must be replaced. Tests, inspections or surveys carried out under these circumstances will be made at the *Contractor's* expense, regardless of their result, which may be such that, in the *Consultant's* opinion, the work may be acceptable to the *Consultant*.
- 2.4.6.1 All testing shall be conducted in accordance with the requirements of the Ontario or Quebec Building Codes and any other applicable laws or regulations, except where this would, in the *Consultant's* opinion, cause undue delay or give results not representative of the rejected material in place. In this case, the test shall be conducted in accordance with the standards given by the *Consultant*.

Amend the following general condition within "GC 3.5 CONSTRUCTION SCHEDULE"

- 3.5.1.1 Delete "...prior to the first application for payment..." and replace with the following:

"...No later than two weeks after the receipt by the *Contractor* of:
a. the *Owner's* written Order to Commence Work, or
b. the Contract, executed by the *Owner* and the *Contractor*,
whichever is the earlier,..."

Add the following general conditions at the end of "GC 3.5 CONSTRUCTION SCHEDULE"

- 3.5.2 If the *Contractor* fails to complete a major activity, critical event or milestone by the date indicated in the latest update to the construction schedule and such failure is anticipated to extend the Contract Time or milestones, the *Contractor* shall, within 7 calendar days of such failure, submit an updated construction schedule with a narrative clearly indicating how the *Contractor* intends to correct the non-performance and return to the accepted construction schedule. Actions by the *Contractor* to complete the Work within the Contract Time (and milestones) shall not be justification for an adjustment to the Contract Time or Contract Price unless such failure is due to a delay in accordance with the provisions of GC 6.5 DELAYS.
- 3.5.3 The *Owner* may, at no additional cost to the *Owner*, order the *Contractor* to increase Construction Equipment, labour force or working hours if the *Contractor* fails to:
a. Complete a milestone activity by its schedule completion date, or
b. Satisfactorily perform the Work as necessary to prevent delay to the overall completion of the Work, but only to the extent required to return to the agreed upon construction schedule.
- 3.5.4 In the event of a conflict between the *Contractor's* performance of the Work and the *Owner's* requirements to operate an operational facility, the operation of the facility shall always take precedence.

Add the following general conditions at the end of "GC 3.13 CLEAN-UP"

- 3.13.4 The *Owner* shall have the right to back charge cleaning costs to the *Contractor* if not done by the *Contractor* within 24 hours of notice to clean.
- 3.13.5 The *Owner* shall have the right to back charge the *Contractor* the cost of repairs of damage to the site caused by *Contractor* if not repaired in a reasonable time frame, the latest being before final payment. The *Contractor* shall also be responsible to rectify or repair any damage discovered by the *Owner* and caused by the *Contractor* after the Contract has been completed within five (5) business days of receipt of the Notice thereof by the *Owner*.
- 3.13.6 The *Owner* shall have the right to back charge the *Contractor* should a false alarm sound as a result of dust or smoke from the *Work* if sufficient notice, a minimum of twenty four (24) hours, was not been given to the *Owner* by the *Contractor*.

Delete the following general conditions of "GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER"

- 5.1.1 Delete paragraph 5.1.1 in its entirety.
- 5.1.2 Delete paragraph 5.1.2 in its entirety.

Appendix A to the CCDC2 – 2008 Stipulated Price Contract

Amend the following general conditions within "GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT"

5.2.4 Delete paragraph 5.2.4 in its entirety and replace with the following:

"The following schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, shall be used to facilitate evaluation of applications for payment:

Item #	Description	Price
1.	Lump sum for base	\$334,280.00
2.	D2 - add 1" XPS	\$6,060.00
3.	E1 - Ship off soil	\$30,760.00
4.	Concrete wall remedy at south elevation + suspended concrete lab shoring	\$103,428.00
	Subtotal =	\$474,528.00
	Tax =	\$23,726.40
	Total =	\$498,254.40

5.2.7 Add to the end of paragraph 5.2.7 the following:

"The *Owner* shall not be obligated to pay for any *Products* not yet incorporated into the *Work* but may do so at the *Owner's* sole discretion. Such *Products* shall remain at the risk of the *Contractor* who shall be responsible for any loss, damage, theft, improper use, or destruction of the *Products* however caused. Where the *Owner* makes advance payments for *Products*, such payment shall not constitute acceptance of the *Products* by the *Owner*."

Add the following general conditions at the end of "GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT"

5.2.8 With the exception of the first application for payment, the *Contractor* shall submit a CCDC 9A 'Statutory Declaration' with every application for payment to state that all accounts for labour, subcontract, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the performance of the *Work* and for which the *Owner* might in anyway be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.

5.2.9 All invoices must identify both the project number and the contract number. All invoices must be billed according to the contract's Schedule of Values. All invoices must be emailed in PDF format to ap-info@interrentreit.com or mailed in hardcopy format to **CLV Group Inc., 485 Bank Street, Suite 200, Ottawa, ON K2P 1Z2 attention: Accounts Payable**. *No other point of delivery for invoices will be recognized as received under this agreement*

5.2.10 The *Owner* shall be under absolutely no obligation to make any payment to the *Contractor* in the face of either a registered lien or a notice of lien until such lien is discharged.

Delete the following general conditions of "GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK"

5.5.3 Delete paragraph 5.5.3 in its entirety.

Amend the following general condition within "GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK"

5.6.2 In the third line of paragraph 5.6.2, delete "...the *Owner* shall pay the *Contractor* the holdback amount retained..." and replace with "...the *Owner* may, at its sole discretion, pay the *Contractor* the holdback amount retained...".

The *Owner* shall not be obligated to release any holdback for the *Work* of a *Subcontractor* or *Supplier* prior to *Substantial Performance of the Work* has been achieved as a whole unless specified in the *Contract Documents*.

Add the following general condition at the end of "GC 6 CHANGES IN THE WORK"

6.7 VALUATION OF CHANGES

6.7.1 General Procedures

6.7.1.1 Changes in the *Work* ordered by the Consultant or Contractor in accordance with the General Conditions of the Stipulated Price Subcontract shall be valued in accordance with the General Conditions of the Stipulated Price Subcontract and as more fully specified herein.

6.7.1.2 The standard documentation for effecting changes in the *Work* shall be as follows:

6.7.1.2.1 Consultant's or Contractor's Notice of Change issued to the Subcontractor on standard form and accompanied by necessary Drawings, Schedule, Details and Specifications.

Appendix A to the CCDC2 – 2008 Stipulated Price Contract

- 6.7.1.2.2 Subcontractor's Quotation submitted to the Consultant showing amount by which the Contract Sum shall be adjusted by way of increase or decrease if the change is ordered.
 - 6.7.1.2.3 Consultant's or Contractor's Formal Change Order issued to the Subcontractor on Standard Form after Contractor's approval.
- 6.7.2 Valuation of Changes
- 6.7.2.1 Quotations submitted by the Subcontractor in response to Notice of Change shall be fully detailed and itemized to facilitate checking and processing by the Consultant. Quotations shall be submitted in triplicate and shall:
 - 6.7.2.1.1 List Work proposed to be carried out by Subcontractor's Own Forces showing labour, material, plant and equipment charges together with quantities and unit rates in the assessment of such charges.
 - 6.7.2.1.2 List Work proposed to be carried out by other Sub-Contractors or Trades showing the amount quoted by each Sub-Contractor as verified by the Subcontractor's quotation which shall show labour, material, plant and equipment charges together with quantities and unit rates upon which the quotation is based.
 - 6.7.2.1.3 Quote material prices which shall be the net price paid by the Subcontractor after deduction of all trade discounts and the like other than reasonable discount for prompt payment.
 - 6.7.2.2 The following maximum mark-ups for overhead and profit may be applied as appropriate to the net costs assessed as above where the effect of the proposed change is an increase in the Contract Sum. If the effect of the change is a decrease in the Contract Sum no mark-up shall be applied:
 - 6.7.2.2.1 Work carried out by Subcontractor's Own Forces - 10%.
 - 6.7.2.2.2 Work carried out by other Sub-Contractors or Trades:
Other Sub-Contractors' or Trades' mark-up - 5%.
Subcontractor's mark-up - 5%.
 - 6.7.2.3 It shall be understood and agreed that the mark-ups specified above shall be deemed to provide for payment in full for all items that are considered to be site or head office overhead, profit, supervision, administration and labour on-cost.
- 6.7.3 The issuance of a *Change Order* shall be deemed to be formal acceptance by the *Contractor* of the *Subcontractor's* quotation. Following the issuance of a *Change Order* the *Contractor* will not entertain claims for extra payments due to errors alleged to have been made in the *Subcontractor's* Quotation.

Amend the following general condition within "GC 10.4 WORKERS' COMPENSATION"

- 10.4.1 Delete "...again with the *Contractor's* application for payment of the holdback following *Substantial Performance of the Work...*" and replace "...again with each of the *Contractor's* applications for payment, including payment of the holdbacks,..."

The parties hereto have reviewed and authorize all amendments made to this Agreement by the hands of their duly authorized representatives.

Contractor:

Flagship Construction and Building Envelope Restoration Ltd.

Company

Paul Chan

Paul Chan (Dec 20, 2022 13:12 PST)

Signature

President

Name and title of person signing

December 20, 2022

Date

Owner:

Vancouver No. 1 Partnership Manager by InterRent Holdings Manager Limited Partnership

Company

Brad Cutsey

Brad Cutsey (Dec 20, 2022 16:36 EST)

Signature

Brad Cutsey, President and CEO

Name and title of person signing

Date



BUILDING ENVELOPE REMEDIATION
Sabanna Terrace
2244 W6 Ave, Vancouver
Project # 22053

SECTION 00400
BID FORM
PAGE 1

BID FOR: BUILDING ENVELOPE REMEDIATION AT:
BUILDING ENVELOPE REMEDIATION
Sabanna Terrace
2244 W6 Ave, Vancouver
Project # 22053

SUBMITTED TO: **Vancouver No. 1 Apartments Partnership**
C/O Tri-Can Consulting Ltd

BIDDER Paul Chan, General Contractor

Legal Name: Flagship Construction & Building Envelope Restoration Ltd.

Address: 1656 East 56th Avenue

City Vancouver Province BC Postal Code V5P 2A4

1.0 BID PRICE

We, the undersigned, having examined the bid documents as listed in Appendix A, and Addenda No. N/A to No. N/A inclusive, all as issued by **Tri-Can Consulting Ltd.** and having visited the Place of the Work; hereby offer to enter into a Contract to perform the Work required by the bid documents for the Bid Price of:

Three Hundred Thirty-Four Thousand, Two-Hundred Eighty Dollars Only

Dollars (\$ 334,280.00) in Canadian funds, which price includes the applicable custom duties and taxes in force at this date but does not include the Goods and Services Tax (GST).

2.0 VALUE ADDED TAX (G.S.T.)

The amount of Goods and Services Tax (GST) additional to the above amount is:

Sixteen-Thousand, Seven-Hundred Fourteen Dollars Only

Dollars(\$ 16,714.00)

3.0 TOTAL BID PRICE

The Total Bid Price for the complete performance of the Work is (Item 1.0 + Item 2.0):

Three-Hundred Fifty Thousand, Nine-Hundred Ninety-Four Dollars Only

Dollars(\$ 350,994.00)



SUPPLEMENTARY BID FORMS

We have included with our Bid Form - Appendices A-G as called for in Section 00200 Instructions to Bidders.

BID BOND

We have included as part of this bid, a Bid Bond as called for in the Instructions to Bidders.

SUBSTANTIAL PERFORMANCE OF THE WORK

We agree to achieve Substantial Performance of the Work within 10-12 weeks after receiving the notice of award.

We understand that this bid may be accepted by a notice of award letter issued by the Owner, or by the Consultant on behalf of the Owner. The date of the notice of award letter is the date of commencement of the Work.

We agree, if this bid is accepted, to provide a general analysis of our Bid Price, in whatever form the Consultant may reasonably request, with the total agreeing with the Bid Price.

We understand that the Owner may not necessarily accept the lowest bid or any bid submitted.

We agree that, in submitting this bid we did not rely upon any information provided by the Owner, or any of his employees or agents, relating to the conditions, contingencies, risks or other circumstances, local or otherwise, which might influence or affect the performance or the cost of the Work, including, without limiting the generality of the foregoing, information respecting the substrata of the site, the means of access to the site, the quality, quantity, nature or location of the materials to be furnished or removed in performance of the Work, and the conditions under which the labour force will be employed, except to the extent that any such information is expressly set forth in the Contract Documents. We have relied upon our own examination of the Work, site and have informed ourselves fully as to all conditions, contingencies, risks and circumstances, local or otherwise, which might influence or affect the performance or the cost of the Work.

We understand that this bid will remain open for acceptance for a period of 60 calendar days from the closing time for bids as stated in the Instructions to Bidders, or as amended by addendum.

We understand that, failure on our part to comply with and complete this Bid Form in accordance with the Instructions to Bidders may be cause for rejection of this bid without further consideration.

We declare that no person, firm, or corporation other than the undersigned has any interest in this Bid or in the proposed Contract for which this bid is made.



IN WITNESS WHEREOF this Bid Form has been executed under seal by the bidder on the
20th day of September, 2022.

THE SEAL OF Flagship Construction & Building Envelope Restoration Ltd.

was hereunto affixed in the presence of:

Paul Chan
NAME
Director
TITLE
Paul Chan
SIGNATURE

SEAL

NAME

TITLE

SIGNATURE

SIGNED AND WITNESSED BY

James Chang
(Name of Witness)
163 East Windsor Road, North Vancouver, BC V7N 1J9
(Address of Witness)
James Chang
(Signature of Witness)

-END OF DOCUMENT-



BID SUBMITTED BY: Flagship Construction & Building Envelope Restoration Ltd.

LIST OF BID DOCUMENTS

The following is the list or description of the bid documents referred to in the Bid Form for the above named Project:

- Instructions to Bidders
- Bid Form
- Supplementary Bid Information Forms (Appendices A, B, C, D, E, F, and G)
- Agreement Form between Owner and Contractor (CCDC 2-2008)
- Definitions (CCDC 2-2008)
- The General Conditions of the Stipulated Price Contract (CCDC 2-2008)
- Supplementary Conditions
- Specifications as listed in the Table of Contents of Specifications
- Drawings as listed in the List of Drawings
- Addenda and modifications
- Notice of award letter from the Owner

END OF APPENDIX A



BID SUBMITTED BY: Flagship Construction & Building Envelope Restoration Ltd.

LIST OF UNIT PRICES

1. The stipulated Bid Price includes all Work shown on the drawings, described in the specifications and reasonably visible or apparent at the close of bids. If during the performance of the Work, the Consultant authorizes the replacement of additional existing construction with new materials, or where other new work is authorized; such additional work may be paid for in accordance with the following unit prices.
2. Where the Owner has issued a written instruction to change any quantities, from those indicated in the Contract Documents, the unit prices stated shall be applied in accordance with GC 6.1 - Changes. Such prices shall include all labour, materials, overhead, profit, markup and other incidental expenses to cover the finished work specified. Prices quoted do not include Value Added Tax (GST). Do not proceed with such work until approval is obtained from the Consultant.
3. Pursuant to GC 6.2, the Consultant will be the sole judge whether a change in the Contract Price will be paid for by the unit price method or by estimate and acceptance in a lump sum.
4. In the table below, quantity refers to a Work item completed within the same general area of Work.
5. The quantities shown have been estimated by the Consultant.
6. The net adjustment to the Contract Price could be an increase or a decrease and the same unit rate will apply in either instance and is to be documented for reconciliation purposes through a Change

The Schedule of Unit Prices shall contain at least the following:

Schedule of Unit Prices					
Item No.	Description of Work	Unit	Estimated Quantity	Unit Rate	Extended Amount
1	Crack repair for foundation	LF	250LF	\$ 36.50	\$ 9,125.00
2	Repair rusted rebar	LF	50LF	\$ 50.00	\$ 2,500.00
Total Extended Amount to be included in Bid Price (b)					\$ 11,625.00

END OF APPENDIX B



BID SUBMITTED BY: Flagship Construction & Building Envelope Restoration Ltd.

LIST OF ITEMIZED PRICES

1. The following itemized prices which are requested for advanced project budgeting purposes shall include all labour, materials, overhead and profit.
2. Such itemized work and amounts are included in our Bid Price. Prices quoted do not include GST.

PORTION OF WORK	COST
1 Removal and reinstall soil + removal of old membrane and install with new as per summary of work.	\$ 165,157.00.....
2. foundation crack repair is in unit price, thus, not required here.	

END OF APPENDIX C



BID SUBMITTED BY: Flagship Construction & Building Envelope Restoration Ltd.

LIST OF SEPARATE PRICES

1. The following separate prices may be accepted by the Owner to vary the Bid Price prior to award of Contract or later to vary the Contract Price in accordance with GC 6.1 - Changes. Include in such prices, all labour, materials, overhead and profit. Do not include GST in prices quoted.
2. Include in prices the cost of any changes or modifications to other aspects of the Work.
3. Separate prices will remain open for acceptance by the Owner at any time before normal requirements for such work or materials.
4. The costs stated for separate prices are to be added to or deleted from the Bid Price as indicated.

DESCRIPTION OF WORK	ADJUSTMENT TO BID PRICE
1.TCC has assumed there is an old perimeter drain tile around the building at base of foundation. However, since the drain tile may be old, it may not function well, thus, a new drain tile is to be added where excavation stops, in the base price. In the event, it was determined that drain tile is not necessary or drain tile can not be connected to existing system, provide a credit to deduct the drain tile, but, still provide the drain gravel.	Deduct \$ 3,500.00

END OF APPENDIX D

2. Add 1-inch XPS between drain mat and SBS membrane as per drawing No. "B-2.13" Add \$ 6,060.00



BID SUBMITTED BY: Flagship Construction & Building Envelope Restoration Ltd.

LIST OF ALTERNATIVE PRICES

1. The following alternative prices may be accepted by the Owner to vary the Bid Price prior to award of Contract or later to vary the Contract Price in accordance with GC 6.1 - Changes. Include in such prices all labour, materials, overhead and profit. Do not include HST in prices quoted.
2. Include in prices, the cost of any changes or modifications to other aspects of the Work.
3. Alternative prices will remain open for acceptance by the Owner at any time before normal requirements for such work or materials.
4. The costs stated for alternative prices are to be added to or deleted from the Bid Price.

DESCRIPTION OF WORK	ADJUSTMENT TO BID PRICE	
	ADD	DEDUCT
1. Provide an alternative price to ship off the soil and replace with new. (If there are no sufficient room to store the soil onsite or on street with bin)	\$30,760.00	
2. Provide an alternative price assuming shoring is provided and heavier bobcat such as T450 or T110 can be used.	\$ 0.00	\$ 0.00

END OF APPENDIX E



BID SUBMITTED BY: Flagship Construction & Building Envelope Restoration Ltd.

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

1. We submit herewith a list of Subcontractors and Suppliers we propose to use in the Work, reserving to us, however, the right to substitute other Subcontractors and Suppliers for any trades in the event of any Subcontractor or Supplier withdrawing its bid or becoming bankrupt after the date hereof. Any such substitution shall be subject to the written approval of the Consultant and contingent upon evidence of withdrawal or bankruptcy.
2. Each item shall have a Subcontractor's or Supplier's name as applicable entered against it, except where the work is to be executed directly by the Contractor. In such cases list "Own Forces". Fill in all blank spaces provided. Incomplete blank spaces or those listing alternate names will not be accepted.
3. Do not list "Own Forces" unless work is to be specifically undertaken by the General Contractor.

SECTION OF WORK	SUBCONTRACTOR/SUPPLIER
Demolition	Own forces
Modified bitumen sheet roofing	All Seasons Roofing Ltd.
Canopy / Skylight	N/A
Balcony waterproofing	Arrowmark Contracting Ltd.
Metal flashing	Tri-City Flashing
Guardrails	Tops Aluminum Railing Ltd.
Plumbing	N/A
Electrical	N/A

END OF APPENDIX F



BID SUBMITTED BY: Flagship Construction & Building Envelope Restoration Ltd.

LIST OF LABOUR RATES

1. The following labour rates for workers are firm for duration of the Work and shall be used for the purpose of evaluating and valuing changes in the Work under GC 6.1 - Changes. Rates shall be based on a 40 hour work week and are all inclusive, including without limitation: wages, benefits, payroll deductions, mobilization and demobilization, travel time, travel costs, insurance, supervision above the foreman level, administration, small tools, rental rates, overhead (incl. site and head office) and profit. The bidder shall list all applicable trades.

WORKER	HOURLY RATE
Site Supervisor	\$75.00
Journeyman Carpenter	\$65.00
Non-Journeyman Carpenter	\$55.00
Labourer	\$45.00
Drywall	
Painter	
Electrician	\$110.00
Sheet metal worker	\$90.00
Roofer	\$90.00
Plumber	\$110.00

END OF APPENDIX G



Concrete Wall Remedy & Shoring (Revised)

<p>Date: Dec. 14, 2022</p>	<p>File No.: 22-11101</p>
<p>Site Address: Sabanna Terrace 2244 West 6th Ave. Vancouver, BC V6K 1V8</p>	<p>Owner Contact: CLV Group Aaron Leung Aaron.leung@rentclv.com</p> <p>Prime Consultant Tri-Can Consulting Ltd. Wei Chen, PEng., LEED Green Associate Building Science Engineer wei@tccltd.ca (604) 449 – 7789</p> <p>Structural Engineer J & A Engineering Ltd. Jack Peng, PEng., jpeng@jaengineering.ca (778) 998-0616</p>

The following is a detailed scope of work summarized and recommended by **Flagship Construction & Building Envelope Restoration Ltd**, based on the Contingencies Report delivered to the client on October 27, 2022.

In summary, there is a concern brought up by the Structural Engineer that the south concrete foundation wall appears to be buckling. Therefore, a new reinforced concrete wall at the inside face of the buckling concrete needs to be built as per structural engineer drawing dated Nov. 13, 2022.

GENERAL CONTACT INFORMATION

Email: paul@flagshipconstructionbc.com
Phone: (604) 838-2028
Web: flagshipconstructionbc.com





Scope of Work

Description	Estimate
<p><u>Concrete wall Remedy at South Elevation (approximately 100' x 9' x 6" thick):</u></p> <ol style="list-style-type: none"> 1. Prep work – pressure &/or acid wash entire wall so that new concrete wall will bond better to existing concrete wall. 2. X-ray concrete slab prior to coring 3"- 4" holes to avoid cutting any existing rebar for placing concrete. 3. Core holes on concrete slab for concrete placing. 4. Supply & install 15mm rebar as per plan, reinforcing detail of existing concrete wall, dated & sealed on 2022-11-13. 5. Supply & build single sided form work complete with all hardware & snap tie as require for the new concrete wall. 6. Supply & place new concrete wall as per structural engineering specs. 7. Strip & remove concrete formwork upon concrete placed. 8. Supply admixture to ready mixed concrete prior to concrete placing. Note – for the time being, Flagship assume "Krystol – KIM" is the admixture for repairing cracks on the existing concrete wall which is to be re-enforced. "Krystol – KIM" admixture & mixing ratio to be confirmed by TCC – Wei Chen. 	<p>\$99,628.00</p>
<p>Suspended Concrete Slab Shoring:</p> <ol style="list-style-type: none"> 1. Supply & install shoring jacks / posts as per shoring plan, dated & sealed on 2022-11-10. 	<p>\$3,800.00</p>
<p>Notes:</p> <ol style="list-style-type: none"> 1. During the entire course of constructing this new concrete wall, if there is any deviation and/or unexpected surprise derived from the core scope of work, potential contingency costs up to \$8,000.00 may apply. 	

GENERAL CONTACT INFORMATION

Email: paul@flagshipconstructionbc.com
Phone: (604) 838-2028
Web: flagshipconstructionbc.com





Office: 604-282-4512 | Cell: 604-838-2028 | paul@flagshipconstructionbc.com

Cost Schedule

For Contingency / Cost-Plus Project Basis, the following construction costs and rates will apply:

Item Description	Rate
General Labour	\$45/hr.
Semi-skilled Labour	\$55/hr.
Skilled Labour	\$65/hr.
Certified Carpenter (Red Seal) / site Supervisor	\$75/hr.
Licensed & Ticketed Electrician	\$110/hr.
Licensed & Ticketed Plumber & Gas Fitter	\$110/hr.

- Copies of receipts will be provided for all materials purchased directly related to the project.
- The final cost will include a 20% mark-up on top of all materials & labour upon completion as well as 5% GST.

ACCEPTANCE

The Owner agrees to all the terms and conditions listed above.

	Paul Chan
Authorized Signatory for CLV Group	Construction Manager, Flagship Construction & Building Envelope Restoration Ltd.
Signature	<i>Paul Chan</i> Signature
Date: _____	Date: Dec. 14, 2022

GENERAL CONTACT INFORMATION

Email: paul@flagshipconstructionbc.com
Phone: (604) 838-2028
Web: flagshipconstructionbc.com



BUILDING ENVELOPE DETAILS

2244 W 6th Ave, Vancouver, BC

1.0 COVER PAGE

B-0.01 LIST OF DRAWINGS

B-0.02 GENERAL NOTES (PREAPPROVED MATERIAL)

B-0.03 GENERAL NOTES (WATERSTOP GROUT)

1.0 PLANS & ELEVATIONS

B-1.01 PARKADE PLAN (SOUTHERN AREA)

B-1.02 1ST FLR PLAN (SOUTHERN AREA)

B-1.03 PARKADE PLAN OVERLAY MAIN FLOOR

2.1 WATERPROOFING DETAILS

B-2.11 TYPICAL CRACKS TREATMENT AT PARKADE

B-2.12 TYPICAL WATERPROOFING DETAIL OVER PARKADE SLAB

B-2.13 TYPICAL WATERPROOFING OVER PARKADE SLAB TO 1st FLR FRAMED WALL @ SOUTH ELEVATION

B-2.14 COLD JOINTS TREATMENT @ PARKADE CONC. WALL TO FRAMED WALL

B-2.15 WATERPROOFING & RAILING DETAILS @ PRIVATE DECKS AT SOUTH SIDE OF THE BUILDING

B-2.16 WATERPROOFING THE VENTS @ SOUTH SIDE OF THE BUILDING



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 Tel: 604- 449-7789
 E-mail: wei@tcctd.ca
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REVISIONS		
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1	ISSUE FOR CLIENT	2022-05-27
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PROJECT		2244 W6th Ave, Vancouver, BC					
PROJECT NO.	22053	DFTR.	MH	DSGN.	WC	CHK.	WC

TITLE		LIST OF DRAWINGS			
		-			
DATE	2022-05-27	SCALE	NTS	DWG NO.	B-0.01

Recommended Materials (any alternative material requires pre-approval)

Sealant	<ul style="list-style-type: none"> - BASF, Masterseal NP-1 - Henry Baker, BES-925 (@ Self-adhered membrane) - Tremco, Dymonic
Primer	<ul style="list-style-type: none"> - Soprema-Elastocol Stick (stripping)
Flame Stop Mem.	<ul style="list-style-type: none"> - Soprema, Sopraguard tape, Self-Adhered - Iko, Modiflex Tape
Base Sheet	<ul style="list-style-type: none"> - Soprema, Sopralen Flam 180 – torched applied - Iko, Torchflex TF 180 FF Base
Cap Sheet & Stripping	<ul style="list-style-type: none"> - Soprema, Sopralane Flam 180 GR – Torched applied - Iko, PrevENT TP-HD-Cap
Flashing/Drain	<ul style="list-style-type: none"> - 26 gauge galvanized steel sheet, (conforming to ASTM A653M-06 CS Type B, Z275 (G90) coating. S-lock or standing seam - Drain: Menzies Metals-Spun Copper Drain with Aluminum Basket
Moisture / Air Barrier Tape	<ul style="list-style-type: none"> - Siga, Wigluv - 3M, All Weather 8067
Tape @ Concrete	<ul style="list-style-type: none"> - Siga, Fentrim
Liquid-applied waterproofing	<ul style="list-style-type: none"> - Siplast-PMMA - Soprema-Alsan RS-230 - Sikalastic
Drain matt	<ul style="list-style-type: none"> - Sopradrain Eco-Vent
Root Barrier	<ul style="list-style-type: none"> - Soprabarrier
Filter Fabric	<ul style="list-style-type: none"> - Soprafilter



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PROJECT	2244 W6th Ave, Vancouver, BC		
PROJECT NO.	22053	DFTD	MH
		DSGN	WC
		CHK	WC

TITLE	GENERAL NOTE		
DATE	2022-05-27	SCALE	NTS
DWG NO.	B-0.02		

APPLICATION INSTRUCTION

Repairs

5.12



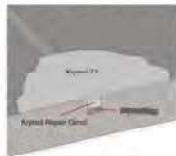
Krytol® Leak Repair System

Waterproofing Cracks, Holes & Joints

DESCRIPTION

The Krytol Leak Repair System is used to permanently waterproof leaking cracks, joints, and holes in concrete. It is installed in place of other less reliable crack repair systems and allows the concrete to be protected from any direction, even under high hydrostatic pressure.

The Krytol Leak Repair System uses Krytol crystalline technology which reacts with water and un-hydrated cement particles to grow insoluble needle-shaped crystals that fill capillaries, micro-cracks and pores in concrete to reduce permeability and stop water. The following application instructions are used for the repair of leaking cracks, holes & joints from either the positive or negative side.



Drawings and Specifications:

For section drawings, CAD details and specification language related to this product, visit www.krytol.com/technicalinfo/ or contact your authorized Kryton representative.

LIMITATIONS

Krytol leak repair is effective for rigid structures only and may not reliably repair cracks or joints that are subject to movement. Moving cracks can only be repaired using a flexible system such as urethane injection. Consult a Kryton representative for project specific recommendations. Use typical cold weather practices if applying in cold climatic conditions. Installation during heavy rain must be avoided.

SAFETY PRECAUTIONS

Read and follow the Safety Data Sheets (SDS) for these products (available at www.kryton.com). For professional use only. These products become highly caustic when mixed with water or precipitation. Avoid contact with skin or eyes. Avoid breathing dust. Wear long sleeves, safety goggles and impervious gloves.

STEP 1: PREPARE THE LEAKING CRACK OR JOINT

- Using a sharp 25 mm (1 in.) square chisel, chip a 25 mm (1 in.) wide chase along the entire length of the crack to a minimum depth of 40 mm (1.5 in.). The shape of the chase is critical to your success. The chase must be rectangular shaped and deeper than it is wide. If the concrete creases apart near the surface, you must chisel deeper to obtain the required 25 mm by 40 mm (1 in. by 1.5 in.) size and shape.

When chiseling, do not place the chisel inside the chase. Instead, place the chisel on the concrete surface over the leaking crack or joint about one inch ahead of the chase and direct chisel pressure back towards the chase so that the piece being removed falls into the chase. Chisel to the full depth of 40 mm (1.5 in.) before moving on. This method is proven to be most productive, requires the least effort and will result in a chase that is the proper shape.

- Wash the chase with water until it is clean and water runs clear. If necessary, use a vacuum to remove dust, debris or water.
- Grind or wire brush the concrete 6 inches on either side of the repair to expose clean, sound concrete. This will provide better adhesion for the Krytol T1® coating (Step 4).

IMPORTANT: Be sure to repair the full length of the crack or joint. If you repair only the area that is currently leaking, the water will likely migrate to the unrepaired section and you will be back to repair a new leak.



Page 1 of 3

Kryton International Inc. 1641 East Fork Road, Vancouver BC, V6P 2Z8 | Tel: 1-800-234-6290 | Fax: 1-604-267-6296 | Email: info@kryton.com | V2021-04

APPLICATION INSTRUCTION

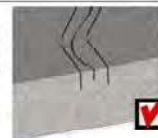
Repairs

5.12



ALTERNATIVE METHOD FOR HORIZONTAL CRACK PREPARATION

To speed efficiency, saw cutting can be done before chiseling. This has been effective at doubling the speed in preparing the chase and increasing productivity. Saw cut the leaking crack using a HiB DCH 230 Diamond cord. Set the two blades apart using a slitting hood and set the cutting depth to 40 mm (1.5 in.). Align the crack between the two blades and saw cut the entire length of the crack. If the crack is not straight, reposition the saw and cut accordingly. Leave a space between saw cuts, do not overlap. See diagram. Chisel in between the saw cuts to create a chase and connect the unaligned saw cuts by chiseling. Expect to go over the entire chase with a chisel 3 times to get it at full depth. Try to roughen the sides of the chase without spalling the top.



NOTES:

- Know where the breakers are. Breakers may blow
- Use saw and vacuum or separate circuits
- Use heavy duty extension cord for the saw, vacuum can use standard cord
- Move along slowly and evenly with the saw; don't cut from crestational point

TOOLS NEEDED FOR ALTERNATIVE METHOD:

- Free LUCH 230 Diamond cutter
- HiB DCH-EX 160-SL, slitting hood
- Two 177mm x 22mm (7 in. x 7/8 in.) diameter blades
- Vacuum



STEP 2: STOP FLOWING OR SEEPING WATER N/A

If there is no active leaking at this time, you may skip to step 3.

- Quickly mix four (4) parts Krytol Plug™ to one (1) part clean water by volume to a putty consistency. Mix only enough material as can be placed in 1 minute.
- Using a gloved hand, immediately press the Krytol Plug firmly into the leaking chase while it is in a pliable form and hold still until it has set. Compact the Krytol Plug so there are no voids.
- Repeat, working from one end of the crack to the other until the entire chase has been plugged and all water has been completely stopped.



IMPORTANT:

- To avoid early water exposure, use separate measuring cups when portioning Krytol Plug Powder and water
 - In hot weather, use cold water to slightly extend setting time
 - In cold weather, use hot water to accelerate setting time
 - Do not move or work the plug after it has started to set or it will break apart
 - The Krytol Plug must not be more than one-third of the chase. The maximum distance of Krytol Plug is 10 mm (0.4 in.). Use a trowel or chisel to scrape out any excess Krytol Plug so that at least 25 mm (1 in.) of space remains in the chase
 - Do not allow Krytol Plug to build up on the walls of the chase. Wire brush the chase to remove excess Krytol Plug from the walls so the remaining materials can bond directly to clean concrete
 - All leaking water must be stopped before proceeding. Touch up work may be needed to stop all the water
- TIP:** In areas of very high water flow, insert a rubber hose at the highest flow area to direct water and install Krytol Plug around it. Removing the hose will leave a deep narrow hole that is much easier to plug with a single ball of material. Fill the chase leaving the highest flow area to the end.

Page 2 of 3

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APPLICATION INSTRUCTION

Repairs

5.12



STEP 3: INSTALL KRYSTOL REPAIR GROUT

- Wash the chase with water until it is clean and water runs clear. Ensure that the chase is in Saturated, Surface Dry (SSD) condition; saturate with water, then remove any standing water before proceeding.
- Mix Krytol Repair Grout as follows: Slowly add powder to water while mixing (approximately 4.5 parts powder to 1 part water by volume). Mix thoroughly once all powder is added to obtain a non-sag putty consistency. The mixture will appear dry at first, but with mixing will become smooth and workable. If the grout sags during installation, mix in extra powder until the grout holds in place.



NOTE: The mix ratio is only approximate and intended only as a guide since job site conditions may vary affecting the actual powder to water ratio.

For large repairs with a minimum repair cross section of 50 x 50 mm (2x2 inches) to a maximum 100 x 100 mm (4 x 4 inches), mix Krytol Repair Grout with clean 5 mm minus gravel (1/4 inch). For large repairs with a minimum repair cross section of 75 x 75 mm (3 x 3 inches), mix Krytol Repair Grout with clean 10 mm minus gravel (3/8 inch). Mix 4 parts Krytol Repair Grout with 2 parts clean gravel. Add a maximum of 1 part clean water until the desired consistency is obtained. Mix Krytol Repair Grout into the prepared surface and ensure good bonding.

NOTE: Because sources of gravel vary, trial batches may be needed to determine the optimal mix.

- Tightly pack the Krytol Repair Grout into the keyway so that it is flush with the surface. Do not leave any voids.
- Protect the Krytol Repair Grout application from damage by rain, rapid drying or freezing for at least 24 hours.

IMPORTANT: Mix only as much material as can be placed in 30 minutes. Warm temperatures will reduce working time. Note that material left standing will stiffen, but mixing will restore plasticity. Do not add water to the material once it has started to set. Over-watering will result in cracking.

STEP 4: APPLY KRYSTOL T1 COATING

- Once active leaks have been stopped, and cracks / defects have been repaired, apply Krytol T1 to the entire wall, floor and/or ceiling to ensure permanent waterproofing. See Application Instruction 2.11 – Krytol T1 Surface Applied Waterproofing for detailed instructions on this product.

COVERAGE

Material	Coverage
Krytol Plug	Approximately 30 m ³ per 25 kg bag (1100 ft ³ per 55 lb bag)
Krytol Repair Grout	Approximately 10 m ³ per 25 kg bag (33 ft ³ per 55 lb bag) when used without Krytol Plug
	Approximately 15 m ³ per 25 kg bag (50 ft ³ per 55 lb bag) when used with Krytol Plug
Krytol T1	Approximately 20 m ³ per 25 kg bag (225 ft ³ per 55 lb bag)

TOOLS & MATERIALS

- Krytol Plug
- Krytol Repair Grout
- Krytol T1
- Clean water supply
- Mixing bucket, drill and mortar paddle
- Natural bristle concrete brush
- Margin trowel
- Chipping Hammer or scabbler

EGBC Permit # 100314

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2022-08-23



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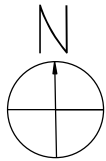
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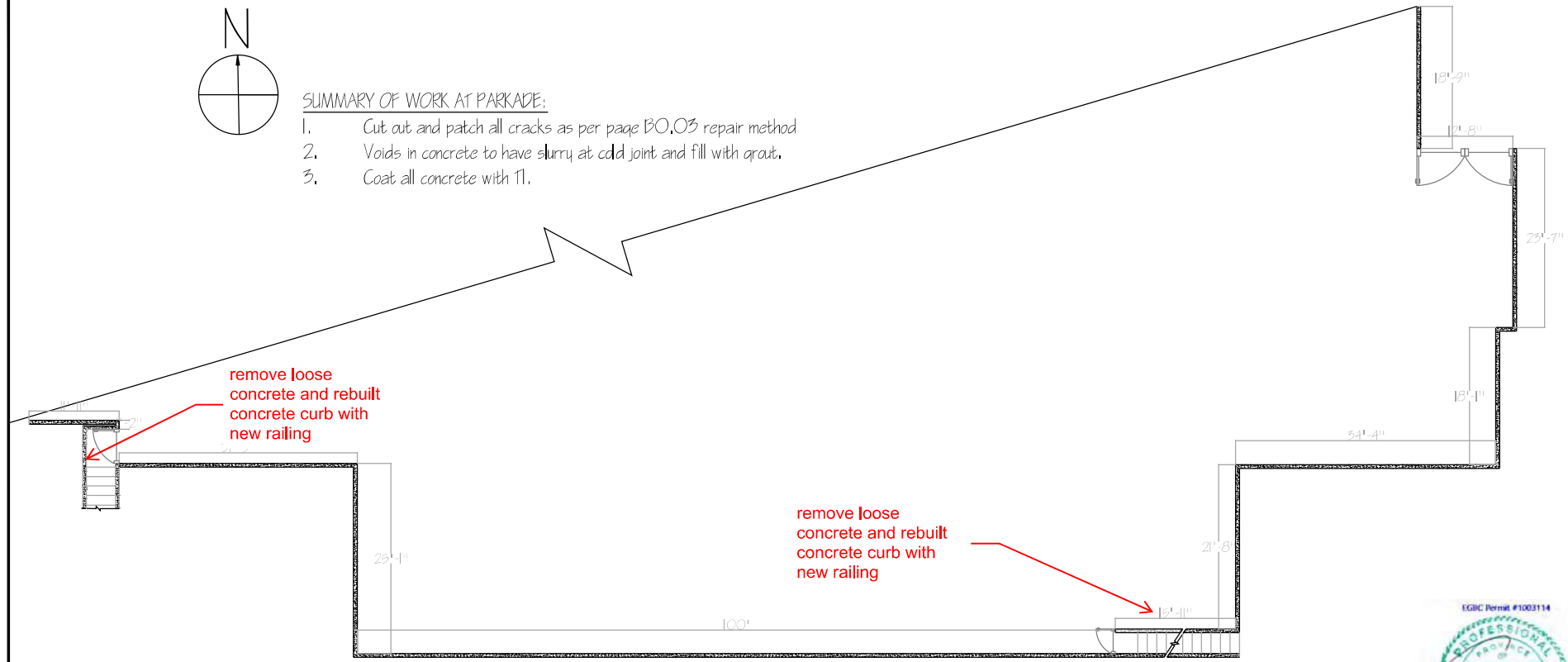
PROJECT	2244 W6th Ave, Vancouver, BC
PROJECT NO.	22053
DFT.	MH
DSGN.	WC
CHK.	WC

TITLE	KRYTON LEAK REPAIR SYSTEM		
DATE	2022-05-27	SCALE	N.T.S.
DWG NO.	B-0.03		



SUMMARY OF WORK AT PARKADE:

1. Cut out and patch all cracks as per page B0.03 repair method
2. Voids in concrete to have slurry at cold joint and fill with grout.
3. Coat all concrete with T1.



1 PARKADE PLAN
SCALE: N.T.S.



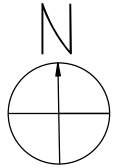
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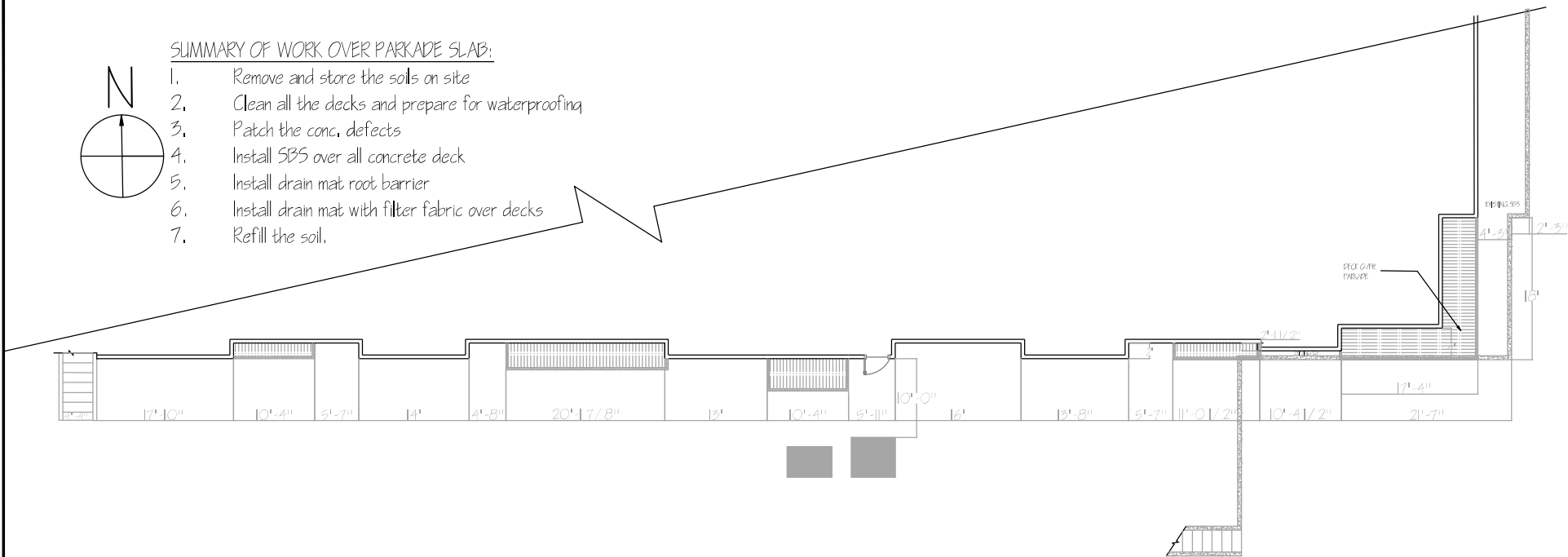
PROJECT		2244 W6th Ave, Vancouver, BC	
PROJECT NO.	22053	DFTR.	MH
		DSGN.	WC
		CHK.	WC

TITLE				PARKADE PLAN			
DATE	2022-05-27	SCALE	N.T.S	DWG NO.	B-1.01		



SUMMARY OF WORK OVER PARKADE SLAB:

1. Remove and store the soils on site
2. Clean all the decks and prepare for waterproofing
3. Patch the conc. defects
4. Install SBS over all concrete deck
5. Install drain mat root barrier
6. Install drain mat with filter fabric over decks
7. Refill the soil.



1 ABOVE PARKADE LEVEL PLAN
SCALE: N.T.S.



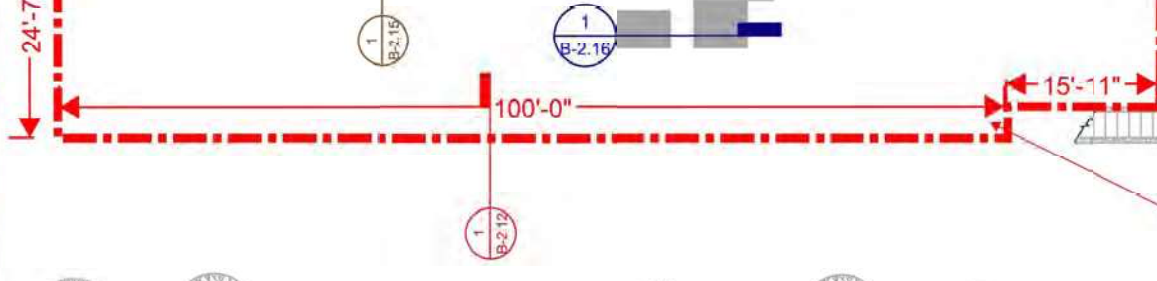
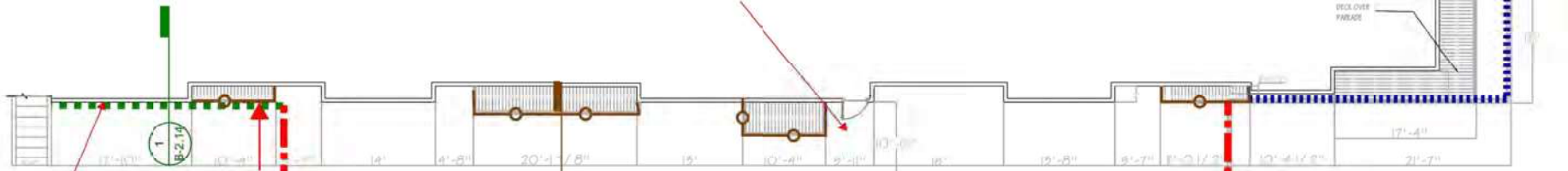
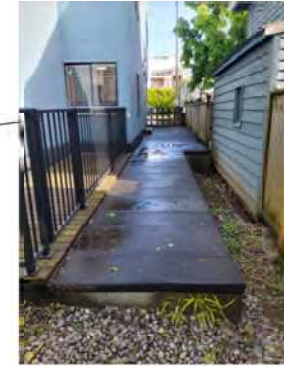
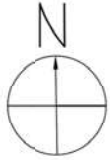
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PROJECT NO.	22053	DFTR.	MH	DSGN.	WC	CHK.	WC

DATE	2022-05-27	SCALE	N.T.S.	DWG NO.	B-1.02
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1 PARKADE PLAN OVERLAY GROUND FLR PLAN
SCALE: N.T.S.



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PROJECT		2244 W6th Ave, Vancouver, BC		
PROJECT NO.	DFTD	DSGN	CHK	DATE
22053	MH	WC	WC	2022-05-27

TITLE				
PARKADE EXTERIOR WALL OVERLAY MAIN FLR EXT. WALL				
SCALE	N.T.S	DWG NO.	B-1.03	

CRACKS AT PARKADE WALL AND CEILING TO BE TREATED W/ KRYSOL LEAK REPAIR SYSTEM
(PLUG TO BE USED ONLY IF ACTIVE LEAK IS OBSERVED)



1 TYPICAL CRACKS TREATMENT AT PARKADE
SCALE: N.T.S.



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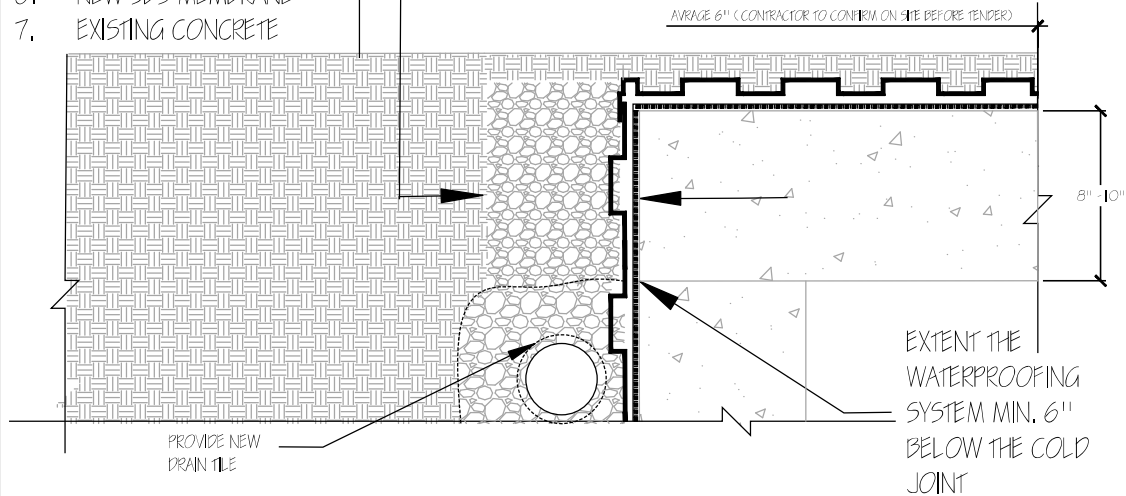
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TITLE		CRACKS TREATMENT AT THE PARKADE			
DATE	2022-05-27	SCALE	N.T.S	DWG NO.	B-2.11

1. SOIL
2. NEW FILTER FABRIC
3. NEW MIN. 12" WIDE GRAVEL
4. NEW DRAIN MAT
5. NEW ROOT BARRIER
6. NEW SBS MEMBRANE
7. EXISTING CONCRETE



1 TYPICAL WATER PROOFING DETAIL OVER PARKADE SLAB
SCALE: N.T.S.



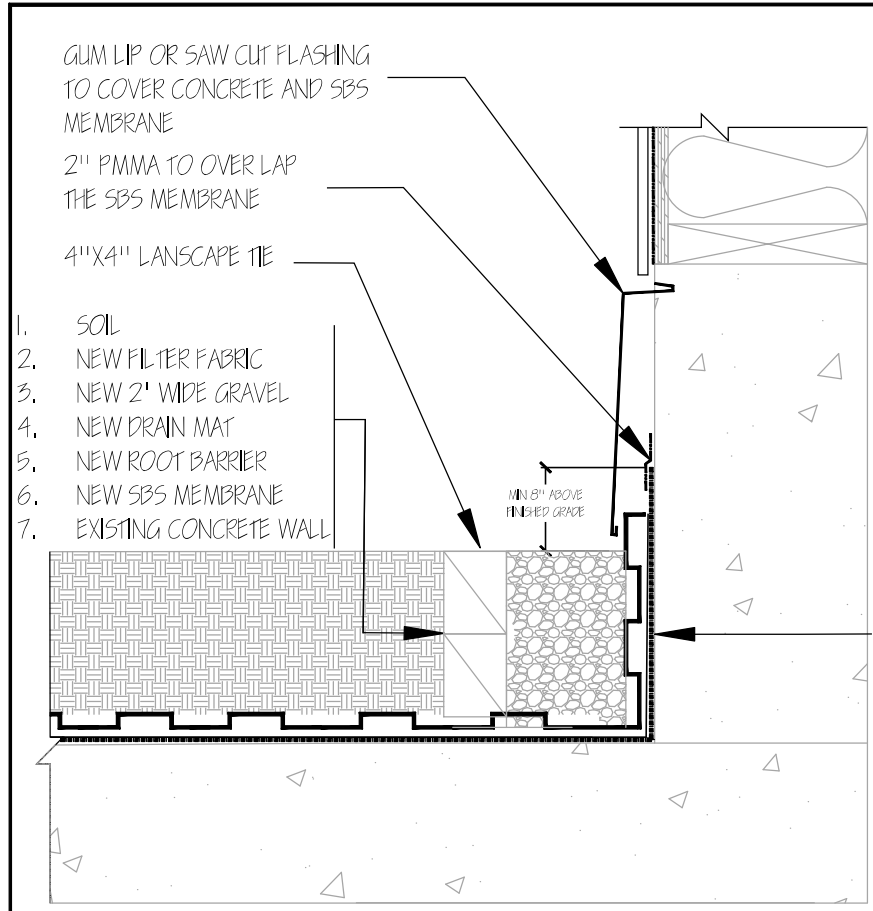
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PROJECT NO.	22053	DFTD	MH	WC
DATE	2022-05-27	DSGN	WC	CHK
SCALE	N.T.S.	WC	WC	

TITLE					TYPICAL WATERPROOFING DETAIL OVER PARKADE SLAB		
DATE	2022-05-27	SCALE	N.T.S.	DWG NO.	B-2.12		



1. SOIL
2. NEW FILTER FABRIC
3. NEW 2' WIDE GRAVEL
4. NEW DRAIN MAT
5. NEW ROOT BARRIER
6. NEW SBS MEMBRANE
7. EXISTING CONCRETE WALL

GUM LIP OR SAW CUT FLASHING TO COVER CONCRETE AND SBS MEMBRANE

2" PMMA TO OVER LAP THE SBS MEMBRANE

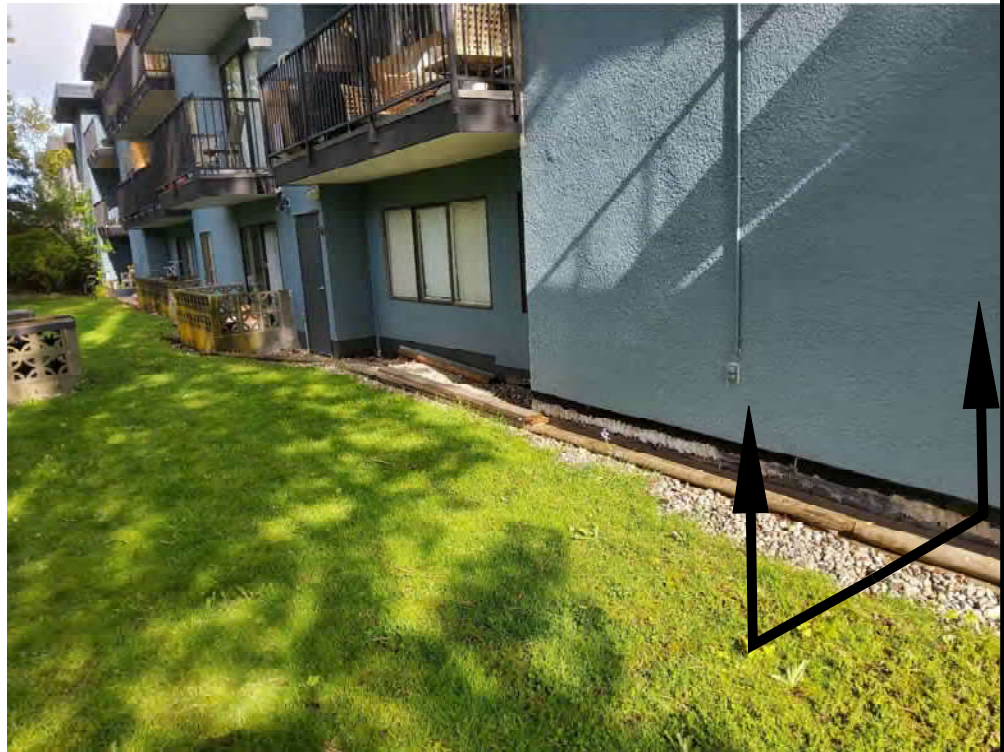
4"X4" LANDSCAPE TIE

MIN 8" ABOVE FINISHED GRADE

PROVIDE SEPARATE PRICE FOR EXTRA PROTECTION
 - ADD 1" XPS BETWEEN DRAIN MAT AND SBS MEMBRANE

1

TYPICAL WATERPROOFING OVER PARKADE
 @ 1st FLR SOUTH ELEVATION
 SCALE: N.T.S.



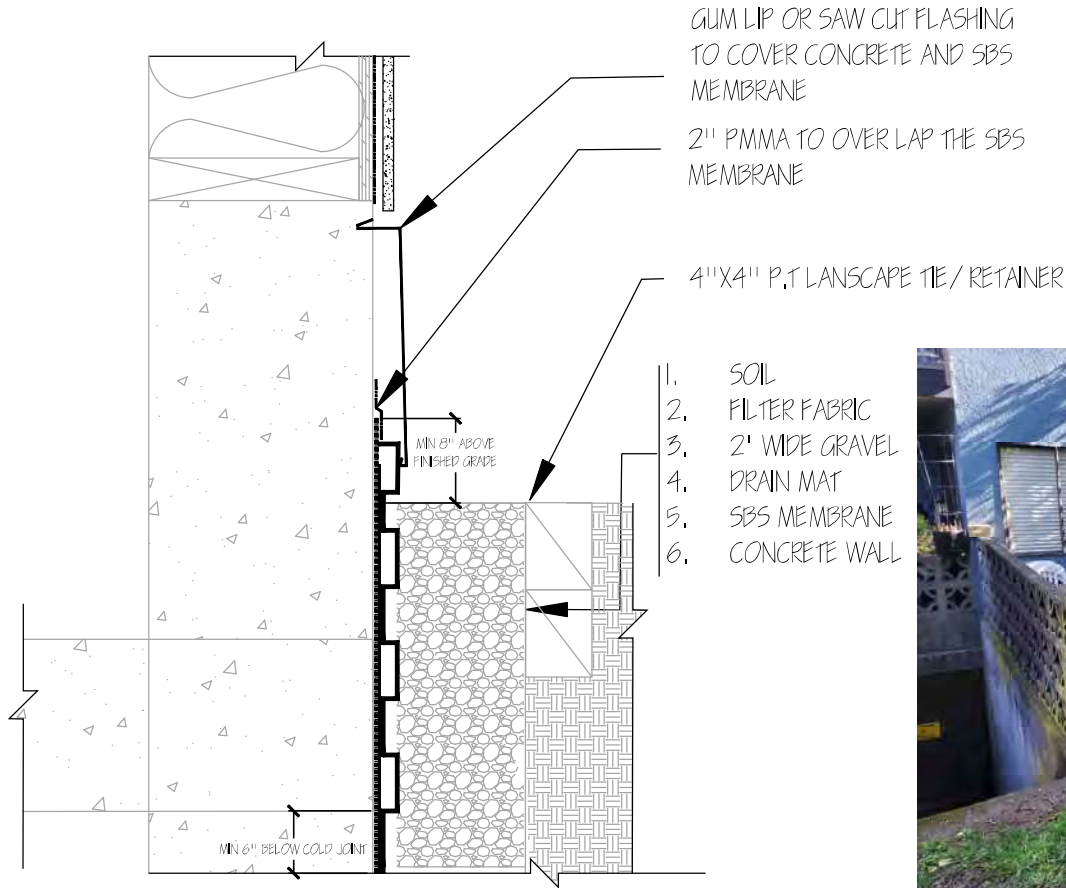
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PROJECT NO.	22053	DFTR.	MH	DSGN.	WC	CHK.	WC

TITLE				WATERPROOFING OVER PARKADE SLAB TO 1st FLR FRAMED WALL @ SOUTH ELEVATION			
DATE	2022-05-27	SCALE	N.T.S	DWG NO.	B-2.13		



1 Cold Joint Treatment
@ South West Parkade Conc. Wall
SCALE: N.T.S.



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PROJECT		2244 W6th Ave, Vancouver, BC		
PROJECT NO.	22053	DFTR.	DSGN.	CHK.
		MH	WC	WC

TITLE				
COLD JOINT TREATMENT AT PARKADE CONC. WALL TO FRAMED WALL				
DATE	2022-05-27	SCALE	N.T.S.	DWG NO.
				B-2.14

1. CONG. BLOCK TO BE REMOVED EXCEPT THE FIRST COURSE
2. SURFACE TO BE CLEANED
3. SBS TO WRAP OVER THE EXISTING COURSE.
4. INTERFACES TO BE TREATED BY LIQUID-APPLIED WATERPROOFING MEMBRANE
5. NEW RAILING (MIN, 42" ABOVE VERTICAL SURFACE) TO BE INSTALLED AND SECURED TO THE VERTICAL SURFACE OF CONG. BLOCKS W/ GASKETED BASEPLATE (1. PRE-DRILL THE HOLES, 2. INJECT MASTIC OR LIQUID-APPLIED TO THE HOLES, 3. FULLY SCREW) CONTRACTOR TO PROVIDE SHOP DRAWING



DISCONNECT WIRE DURING SBS INSTALLATION AND RECONNECT AFTER JOB IS COMPLETED

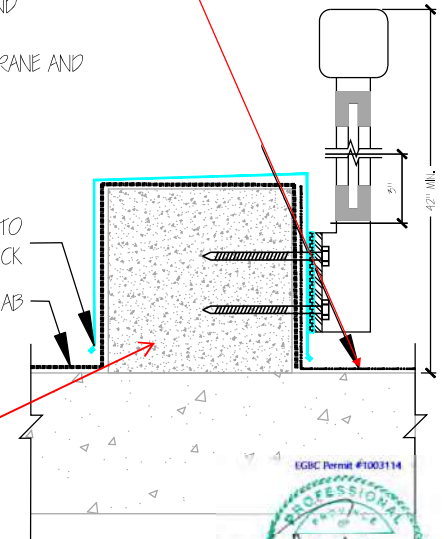
- REMOVE DOOR SILL AND APPLY LIQUID-APPLIED AND REINSTALL DOOR SILL
- TREAT THE INTERFACES WITH LIQUID-APPLIED MEMBRANE AND SEALANT

SEAL PENETRATIONS WITH SEALANT AND LIQUID-APPLIED MEMBRANE

METAL CAPS SLOPE TO OUTSIDE OF PRIVATE DECK
SBS OVER PARKADE SLAB

TIE IN WITH PMMA. TO EXISTING LIQ. MEMBRANE CHECK FOR COMPATIBILITY BEFORE APPLICATION

ENSURE ALL CONCRETE BLOCK IS SOUND.



1 WATERPROOFING & NEW RAILING DETAILS @ PRIVATE DECKS AND EXT. DOORS
SCALE: N.T.S.

2 WATERPROOFING & NEW RAILING DETAILS @ PRIVATE DECKS AND EXT. DOORS
SCALE: N.T.S.



TRI-CAN CONSULTING LTD
#300- 5118 Joyce Street, Vancouver, BC
Tel: 604- 449-7789
E-mail: wei@tcctd.ca
Web: www.tcctd.ca
EGBC PERMIT NO: #1003114

THIS DRAWING AND DESIGN IS THE EXCLUSIVE PROPERTY OF TRI-CAN CONSULTING LTD. AND MAY NOT BE USED OR REPRODUCED WITHOUT PRIOR WRITTEN CONSENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS. THE CONTRACTOR MUST NOTIFY ANY DISCREPANCIES PRIOR TO COMMENCING RELATED WORK.

REVISIONS		
No.	DESCRIPTION	DATE
1	ISSUE FOR CLIENT	2022-05-27
2		
3		
4		

PROJECT		2244 W6th Ave, Vancouver, BC	
PROJECT NO.	22053	DFTD.	MH
		DSGN.	WC
		CHK.	WC

TITLE				WATERPROOFING & RAILING DETAIL PRIVATE DECKS		
DATE	2022-05-27	SCALE	N.T.S.	DWG NO.	B-2.15	

2022-08-23

1. EXISTING METAL CAP TO BE REMOVED
2. SURFACE TO BE CLEANED
3. NEW SBS AND METAL CAP TO BE INSTALLED OVER **NEW PLYWOOD SUPPORT**



NEW ALUMINUM LOUVER TO BE INSTALLED AT 4 SIDES



1 VENTS OVER PARKADE AT SOUTH SIDE OF THE BUILDING
SCALE: N.T.S.

2 ALUMINUM LOUVER (FOR REFERENCE)
SCALE: N.T.S.



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REVISIONS		
No.	DESCRIPTION	DATE
1	ISSUE FOR CLIENT	2022-05-27
2		
3		
4		

PROJECT		2244 W6th Ave, Vancouver, BC		
PROJECT NO.	22053	DFTR.	MH	DSGN.
				WC
		CHK.	WC	

TITLE				WATERPROOFING THE VENTS @ SOUTH SIDE OF THE BUILDING		
DATE	2022-05-27	SCALE	N.T.S	DWG NO.	B-2.16	



WORKING TO MAKE A DIFFERENCE

Assessment Department Location

Mailing Address

PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

6951 Westminster Highway
Richmond BC
V7C 1C6
www.worksafebc.com

Clearance Section

Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

Flagship Construction
1656 East 56th Ave.,
VANCOUVER, BC V5P 2A4

October 14, 2022

Person/Business : FLAGSHIP CONSTRUCTION AND BUILDING ENVELOPE RESTORATION LTD.
Account number : 798552

This letter provides clearance information for the purposes of Section 258 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to **January 01, 2023**.

This firm has had continuous coverage with us since May 24, 2013.

Employer Service Centre
Assessment Department

Clearance Reference # : C133448023
CLRAAA

For more information about Section 258 and clearance letters visit WorkSafeBC.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.

To alter this document constitutes fraud.



CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the Insurer, Brokerage/Agency and Certificate Holder.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS			2. INSURED'S FULL NAME AND MAILING ADDRESS				
Vancouver No 1. Partnership and InterRent Holdings Manager Limited			Flagship Construction & Building Envelope Restoration				
Partnership							
200-485 Bank Street			1656 East 56th Avenue				
Ottawa, ON	POSTAL CODE K2P 1Z2		Vancouver, BC	POSTAL CODE V5P 2A4			
3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)							
It is hereby agreed and understood that Vancouver No 1. Partnership and InterRent Holdings Manager Limited Partnership is added as Additional Insured, but with respect to the Liability arising out of the operations of the Named Insured. Additional Insured does not apply to NOA Liability, or Owned Automobile Liability.							
4. COVERAGES							
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.							
LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS							
TYPE OF INSURANCE	OPTIONAL SELECTION	INSURANCE COMPANY AND POLICY NO.	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
					COVERAGE	AMOUNT OF INSURANCE	
GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE OR CLAIMS-MADE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> EMPLOYEE BENEFITS <input type="checkbox"/> POLLUTION LIABILITY EXTENSION <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES	<input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> WAIVER OF SUBROGATION <input type="checkbox"/> PRIMARY & NON-CONTRIBUTORY	Aviva Canada Inc. S1668420	2022/10/02	2023/10/02	BODILY INJURY AND PROPERTY DAMAGE LIABILITY - EACH OCCURRENCE	5,000,000	
						- GENERAL AGGREGATE	
						PRODUCTS AND COMPLETED OPERATIONS AGGREGATE	5,000,000
						PERSONAL AND ADVERTISING INJURY LIABILITY - Any one person or organization	5,000,000
						TENANTS PROPERTY DAMAGE LIABILITY - Any one premises	500,000
						EMPLOYERS LIABILITY	SAME AS GL
						EMPLOYEE BENEFITS LIABILITY	
						POLLUTION LIABILITY EXTENSION - (120 hour) - Occurrence/Aggregate	
						NON-OWNED AUTOMOBILE	5,000,000
					AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES		
	BODILY INJURY (PER PERSON)						
	BODILY INJURY (PER ACCIDENT)						
	PROPERTY DAMAGE						
OTHER COVERAGES (SPECIFY)							
<input type="checkbox"/> UMBRELLA					EACH OCCURRENCE		
					POLICY AGGREGATE		
<input type="checkbox"/> Excess Liability					EACH OCCURRENCE		
					POLICY AGGREGATE		
<input type="checkbox"/>							
<input type="checkbox"/>							
5. CANCELLATION							
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.							
6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS			7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial General Liability - but only with respect to the operations of the Named Insured)				
Mapleleaf Insurance Services			Vancouver No 1. Partnership and InterRent Holdings Manager				
			Limited Partnership.				
102-6305 Fraser Street			200-485 Bank Street				
Vancouver, BC	POSTAL CODE V5W 3A3		Ottawa, ON	POSTAL CODE K2P 1Z2			
With respect to the General Liability only: Subject to the terms and conditions of the policy, additional insured status is provided, subrogation is waived and the policy is primary and non-contributory. Certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
8. AUTHORIZED SIGNATURE							
AUTHORIZED REPRESENTATIVE			EMAIL ADDRESS				
Quang Mach			qmach@insurebc.ca				
SIGNATURE OF AUTHORIZED REPRESENTATIVE			DATE (YYYY/MM/DD)				
<i>Quang Mach</i>			2022/10/12				


CCDC2_Membrane Refresh_2244 W 6th Ave_(bcjv0119_03)


Final Audit Report


2022-12-20


Created:	2022-12-20
By:	Maria Mercedes Delgado Castillo (mercedes.delgado@rentclv.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7LIXUDD-bsCR3hyb7igilvmrLmD_TQaP


"CCDC2_Membrane Refresh_2244 W 6th Ave_(bcjv0119_03)" History

 Document created by Maria Mercedes Delgado Castillo (mercedes.delgado@rentclv.com)
2022-12-20 - 3:09:30 PM GMT

 Document emailed to Jacob Berti (jacob.beriti@rentclv.com) for approval
2022-12-20 - 3:20:16 PM GMT


 Email viewed by Jacob Berti (jacob.beriti@rentclv.com)
2022-12-20 - 3:20:36 PM GMT

 Document approved by Jacob Berti (jacob.beriti@rentclv.com)
Approval Date: 2022-12-20 - 3:54:37 PM GMT - Time Source: server

 Document emailed to paul@flagshipconstructionbc.com for signature
2022-12-20 - 3:54:41 PM GMT















 Email viewed by paul@flagshipconstructionbc.com
2022-12-20 - 7:36:00 PM GMT

 Signer paul@flagshipconstructionbc.com entered name at signing as Paul Chan
2022-12-20 - 9:12:32 PM GMT

 Document e-signed by Paul Chan (paul@flagshipconstructionbc.com)
Signature Date: 2022-12-20 - 9:12:34 PM GMT - Time Source: server

 Document emailed to james@flagshipconstructionbc.com for signature
2022-12-20 - 9:12:38 PM GMT

 Email viewed by james@flagshipconstructionbc.com
2022-12-20 - 9:14:08 PM GMT

-  Signer james@flagshipconstructionbc.com entered name at signing as James Chang
2022-12-20 - 9:22:18 PM GMT
-  Document e-signed by James Chang (james@flagshipconstructionbc.com)
Signature Date: 2022-12-20 - 9:22:20 PM GMT - Time Source: server
-  Document emailed to david.nevins@interrentreit.com for signature
2022-12-20 - 9:22:24 PM GMT
-  Email viewed by david.nevins@interrentreit.com
2022-12-20 - 9:29:10 PM GMT
-  Signer david.nevins@interrentreit.com entered name at signing as David Nevins
2022-12-20 - 9:29:48 PM GMT
-  Document e-signed by David Nevins (david.nevins@interrentreit.com)
Signature Date: 2022-12-20 - 9:29:50 PM GMT - Time Source: server
-  Document emailed to Brad Cutsey (bcutsey@interrentreit.com) for signature
2022-12-20 - 9:29:56 PM GMT
-  Email viewed by Brad Cutsey (bcutsey@interrentreit.com)
2022-12-20 - 9:35:07 PM GMT
-  Document e-signed by Brad Cutsey (bcutsey@interrentreit.com)
Signature Date: 2022-12-20 - 9:36:47 PM GMT - Time Source: server
-  Document emailed to jacob.ber ti@rentclv.com for signature
2022-12-20 - 9:36:51 PM GMT
-  Email viewed by jacob.ber ti@rentclv.com
2022-12-20 - 9:38:56 PM GMT
-  Signer jacob.ber ti@rentclv.com entered name at signing as Jacob Berti
2022-12-20 - 9:41:47 PM GMT
-  Document e-signed by Jacob Berti (jacob.ber ti@rentclv.com)
Signature Date: 2022-12-20 - 9:41:49 PM GMT - Time Source: server
-  Agreement completed.
2022-12-20 - 9:41:49 PM GMT