



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 35-79

To authorize the execution of an agreement with Raljon Construction Co. Limited - Contract No. 78-74 (Construction of Century Gardens Swimming Pool)

WHEREAS it is deemed expedient to enter into and execute Contract No. 78-74 with Raljon Construction Co. Limited;

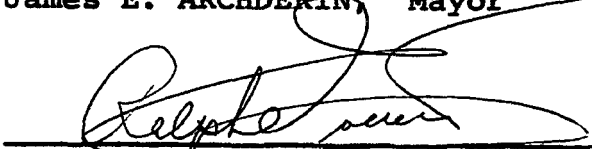
NOW THEREFORE the Council of The Corporation of the City of Brampton ENACTS as follows:

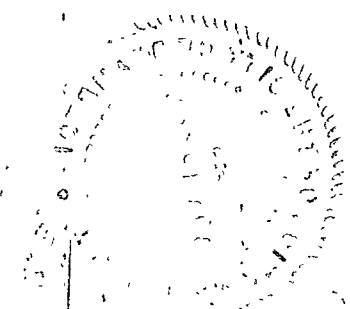
- (1) That the City of Brampton enter into and execute Contract No. 78-74 with Raljon Construction Co. Limited, attached hereto as Schedule "A".
- (2) That the Mayor and the Clerk are hereby authorized to affix their signatures to the said Contract No. 78-74 with Raljon Construction Co. Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in OPEN COUNCIL

This 26th day of February 1979


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, Acting Clerk



BY-LAW

No. 35079

To authorize the execution of an Agreement with Raljon Construction Co. Limited - Contract No. 78-74 (Construction of Century Gardens Swimming Pool)

APPROVED AND PASSED IN A RESOLUTION OF THE COUNCIL OF THE CITY OF BRAMPTON, ONTARIO, CANADA, THIS 26th DAY OF FEBRUARY, 1979.

APPENDIX "F"
CERTIFICATE OF LIABILITY INSURANCE

DOMINION OF CANADA GENERAL INSURANCE COMPANY

(Insurance Company)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

ADDRESS: 24 QUEEN STREET EAST, BRAMPTON, ONTARIO, L6V 1A4

THIS IS TO CERTIFY THAT RALJON CONSTRUCTION CO. LIMITED

(Contractor)

Whose address is 3817 Bloor Street West, Islington, Ontario. M9B 1K7

has comprehensive liability insurance in this Company under
Policy No. CM969818 covering legal liability for damages
because of:

- A. Bodily injury, sickness or disease, including death
at any time resulting therefrom.
- B. Damage to or destruction of property of others
caused by accident.

Subject to a limit of liability of not less than \$1,000,000.00
inclusive for any one occurrence or accident which insurance
applies in respect of all operations, including liability assumed
under contract with the Corporation. The policy does not contain
any exclusions or limitations in respect of the use of explosives
or in respect of shoring, underpinning, raising or demolition of
any building or structure, pile driving, caisson work, collapse of
any structure, or subsidence of any property, structure, or land
from any cause.

THE POLICY EXPIRES ON April 22nd, 1979

AND WILL NOT BE ALTERED, CANCELLED OR ALLOWED TO LAPSE WITHOUT
THIRTY (30) DAYS PRIOR NOTICE TO THE CORPORATION.

With respect to Contract No. 78-74 for the Construction of
Century Gardens Swimming Pool

We certify that the Corporation will be coinsured with the
Contractor.

DATE: January 30th, 1979

COUNTERSIGNED: _____

GARCO DEN INS. AGCY.

Project No. 7763

TF-18

PERFORMANCE AND MAINTENANCE BOND

Bond No. S1100-918

Contract 78-74

Account _____

KNOW ALL MEN BY THESE PRESENTS, that we _____
(The Contractor)

RALJON CONSTRUCTION CO. LIMITED

hereinafter called "The Principal", and
FIREMAN'S FUND INSURANCE COMPANY OF CANADA
(The Bonding Company)

hereinafter called "The Surety" are jointly and severally held and firmly bound unto the Corporation of the City of Brampton hereinafter called "The Obligee", its successors and assigns, in the sum of \$ 825,000.00 of lawful money of Canada to be paid unto the Obligee, for which payment well and truly to be made we the Principal and Surety jointly and severally bid ourselves, our and each of our respective heirs, executors, administrators, successors, and assigns by these presents.

SIGNED AND SEALED WITH OUR RESPECTIVE SEALS and dated this
24th of January, 1979.

Whereas by an Agreement in writing dated the 24th day of January 1979, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the construction, alteration, repair, or maintenance of _____

Century Gardens Swimming Pool
(Description of Works)

as in the contract provided, which contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

Now therefore the condition of this obligation is such that if the Principal shall at all times duly perform and observe the contract or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Obligee and shall at all times fully indemnify and keep indemnified the Obligee from and against all and any manner of loss, damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments and liabilities arising out of or in any manner based upon or attributable to the contract and shall fully reimburse and repay the Obligee for all outlay, expense liabilities, or payments incurred or undertaken to be made by the Obligee pursuant to the contract, then this obligation shall be void, but otherwise it shall be and remain in full force and effect.

Provided always and it is hereby agreed and declared that the Obligee and Principal have the right to change, alter, and vary the terms of the contract and that the Obligee may in its discretion at any time or times take and receive from the Principal, any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Obligee.

Provided further and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by an such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligee of any of the rights or powers reserved to it under the contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works

to be constructed, altered, repaired or maintained under the contract or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee.

Provided further and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this bond.

IN WITNESS WHEREOF THE PRINCIPAL AND SURETY HAVE EXECUTED THESE PRESENTS.

SIGNED, SEALED AND DELIVERED
BY THE PRINCIPAL
IN THE PRESENCE OF

Witness signs here

RALJON CONSTRUCTION CO. LIMITED
per: FRANK AQUINO

Frank Aquino (Seal)

Principal signs here and
seal where applicable

SIGNED, SEALED AND DELIVERED
BY THE SURETY
IN THE PRESENCE OF

Lorraine D. Hall
Witness signs here

FIREMAN'S FUND INSURANCE
COMPANY OF CANADA
per: JOHN ELFSTROM
ATTORNEY-IN-FACT

John Elfstrom (Seal)
Surety Company Officer
signs here with seal

Stipulated price contract

project

CENTURY GARDENS SWIMMING POOL
VODDEN STREET
BRAMPTON, ONTARIO

CORPORATION OF THE CITY OF BRAMPTON
AND

RALJON CONSTRUCTION COMPANY LIMITED

ARCHITECT: DUNLOP, FARROW, AITKEN



CONTENTS

AGREEMENT

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

	GC No.
General	
Definitions	1
Documents	2
Additional Instructions	3
Documents Provided	4
Documents on the Site	5
Ownership of Documents and Models	6
Architect's Decisions	7
Delays	8
Owner's Right to Do Work	9
Owner's Right to Stop Work or Terminate Contract	10
Contractor's Right to Stop Work or Terminate Contract	11
Other Contractors	12
Assignment	13
Subcontracts	14
Emergencies	15
Settlement of Disputes	16
Indemnification	17
Allowances	
Contingency Allowance	18
Cash Allowances	19
Changes	
Changes in the Work	20
Valuation and Certification of Changes in the Work	21
Payment	
Application for Payment	22
Certificates and Payments	23
Governing Regulations	
Taxes and Duties	24
Laws, Notices, Permits and Fees	25
Patent Fees	26
Workmen's Compensation	27
Insurance, Protection and Damages	
Liability Insurance	28
Property Insurance	29
Protection of Work and Property	30
Damages and Mutual Responsibility	31
Performance Protection	
Bonds	32
Warranty	33
Execution of Work	
Contractor's Responsibilities and Control of the Work	34
Superintendence	35
Labour and Products	36
Subsurface Conditions	37
Use of Premises	38
Cleanup and Final Cleaning of Work	39
Cutting and Remedial Work	40
Inspection of Work	41
Rejected Work	42
Shop Drawings	43
Samples	44
Tests and Mix Designs	45



The Canadian Construction Documents Committee is a joint committee composed of representatives appointed by:

The Association of Consulting Engineers of Canada
The Canadian Construction Association
The Engineering Institute of Canada
The Royal Architectural Institute of Canada
Construction Specifications Canada

Committee policy and assignments are directed by the Presidents' Consultive Committee of the parent associations.

This document has been endorsed by each of the above organizations.

Comment and enquiries should be directed to:

The Secretary,
Canadian Construction Documents Committee,
85 Albert Street, Ottawa, Canada K1P 6A4

Copyright

N.B.: A supplement will be required for work in the Province of Quebec.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

for use when a stipulated price forms the basis of payment and to be used only with the General Conditions of the Contract.

This Agreement made in ~~duplicate~~ ^{quadruplicate} the 24th day of January

in the year Nineteen hundred and seventy-nine

by and between

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the "Owner"

and

RALJON CONSTRUCTION CO. LIMITED

hereinafter called the "Contractor"

witneseth: that the Owner and Contractor undertake and agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

- (a) perform all the Work required by the Contract Documents for the Construction of Century Gardens Swimming Pool (insert here the title of the Work and the Project) has quadruplicate which ~~has~~ been signed in ~~duplicate~~ ^{quadruplicate} by both the parties, and which were prepared by Dunlop, Farrow, Aitken acting as and hereinafter called the "Architect" and
- (b) do and fulfill everything indicated by this Agreement, and
- (c) commence the Work by the 26th day of February 19 79 and substantially perform the Work of this Contract as certified by the Architect by the 1st day of October 19 79.

ARTICLE A-3 CONTRACT PRICE

The Contract Price is *****EIGHT HUNDRED AND TWENTY FIVE THOUSAND DOLLARS***** Dollars
..... Dollars
(\$ **825,000.00**) in Canadian funds, which price shall be subject to adjustments as may be required in accordance with the General Conditions of the Contract.

ARTICLE A-4 PAYMENT

- (a) Subject to applicable legislation and, where such legislation does not exist or apply, in accordance with such prescribed regulations or industry practice respecting holdback percentages and in accordance with the provisions of the General Conditions of the Contract, the Owner shall:
 - (1) make monthly payments to the Contractor on account of the Contract Price. The amounts of such payments shall be as certified by the Architect; and
 - (2) upon Substantial Performance of the Work as certified by the Architect pay to the Contractor any unpaid balance of holdback monies then due; and
 - (3) upon Total Performance of the Work as certified by the Architect pay to the Contractor any unpaid balance of the Contract Price then due.
- (b) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in any award by arbitration or court, interest at the rate of 1 per cent per month of such unpaid amounts including earned interest, shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

ARTICLE A-5 ADDRESSES FOR NOTICES

All communications in writing between the parties or between them and the Architect shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:

The Owner at
24 Queen Street East
.....
street and number and postal box number if applicable
Brampton, Ontario L6V 1A4
.....
post office or district, province, postal code

The Contractor at
3817 Bloor Street West
.....
street and number and postal box number if applicable
Islington, Ontario M9B 1K7
.....
post office or district, province, postal code

The Architect at
128 Lakeshore Road East
.....
street and number and postal box number if applicable
Oakville, Ontario
.....
post office or district, province, postal code

ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in Article A-1:

Insert here, attaching additional pages if required, a list identifying all Contract Documents including: Drawings, giving drawing number, title, date, revision date or mark, and Specifications, giving a list of contents with section numbers and titles, number of pages, and date or revision marks if any. Clearly identify any modifications to the Contract Documents.

LIST OF DRAWINGS - APPENDIX A

TABLE OF SPECIFICATION CONTENTS - APPENDIX B

ADDENDA NUMBER ONE - DATED NOVEMBER 28, 1978

ADDENDA NUMBER TWO - DATED NOVEMBER 30, 1978

ADDENDA NUMBER THREE - DATED DECEMBER 4, 1978

ADDENDA NUMBER FOUR - DATED JANUARY 24, 1979

ADDENDA NUMBER FIVE - DATED FEBRUARY 13, 1979

APPENDIX A

LIST OF DRAWINGS

Architectural:

A-1 Site Plan
A-2 Main Floor Plan
A-3 Mezzanine Plan
A-4 Pool and Change Room Layout
A-5 Cross Section and Room Elevations
A-6 Elevations
A-7 Wall Section, Details
A-8 Wall Section, Details

Structural:

S-1 General Notes and Details
S-2 Foundation Plan, Sections and Details
S-3 Roof Framing Plan Sections and Details
S-4 Connecting Corridor Plans and Details

Landscaping:

L-1 Outdoor Landscaping
L-2 Indoor Landscaping
L-3 Construction Details

Mechanical:

M-1 Part Site Plan and Pool Schematic and Details - Plumbing
M-2 Main Floor Plan - Plumbing
M-3 Main and Mezzanine Floor Plans and Details - HVAC

Electrical:

E-1 Main and Mezzanine Floor Plans and Details - Electrical

APPENDIX B

SPECIFICATIONS FOR CENTURY GARDENS SWIMMING POOL

TABLE OF CONTENTS

	Number of Pages
List of Drawings	1
Instructions to Tenderers	4
Tender Form	18
Supplementary General Conditions	5
DIVISION 1 - GENERAL REQUIREMENTS	
Section 01010 Summary of Work	2
Section 01020 Allowances	1
Section 01050 Separate Prices	1
Section 01220 General Instructions	3
Section 01290 Work in Existing Building	2
Section 01500 Temporary Facilities	2
Section 01600 Products and Handling	1
Section 01700 Project Closeout	1
DIVISION 2 - SITE WORK	
Section 02200 Earthwork	2
Soil Report	20
Section 02511 Foundation Drainage	1
Section 02600 Roads and Walks	2
Section 02711 Chain Link Fence	2
Section 02775 Hard Landscaping	3
Section 02825 Soft Landscaping	5
DIVISION 3 - CONCRETE	
Section 03300 Cast-In-Place Concrete	4
Section 03420 Precast Structural Concrete	2
DIVISION 4 - MASONRY	
Section 04200 Unit Masonry	3
DIVISION 5 - METALS	
Section 05120 Structural Steel	2
Section 05300 Metal Decking	1
Section 05500 Miscellaneous Metal	3
DIVISION 6 - WOOD AND PLASTICS	
Section 06100 Rough Carpentry	2
Section 06181 Glulamminated Timber	2
Section 06183 Timber Decking	1
Section 06200 Finish Carpentry	4

TABLE OF CONTENTS

Number of Pages

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

Section 07121	Fluid Elastomeric Waterproofing	2
Section 07200	Thermal Insulation	2
Section 07400	Preformed Metal Siding	1
Section 07510	Built-up Bituminous Roofing	3
Section 07600	Flashing and Sheet Metal	2
Section 07812	Plastic Skylights	1
Section 07900	Sealants	2

DIVISION 8 - DOORS AND WINDOWS

Section 08100	Hollow Metal Doors and Frames	2
Section 08200	Wood Doors	1
Section 08360	Overhead Doors	2
Section 08520	Aluminum Windows and Entrances	3
Section 08700	Finishing Hardware	1
Section 08800	Glazing	2
	Door Schedule	3

DIVISION 9 - FINISHES

Section 09100	Lath and Plaster	2
Section 09250	Gypsum Wallboard	2
Section 09300	Ceramic Tile	3
Section 09500	Acoustical Treatment	1
Section 09650	Resilient Flooring	2
Section 09800	Special Wall Coating	2
Section 09900	Painting	4
	Room Finish Schedule	2

DIVISION 10 - SPECIALTIES

Section 10150	Compartments and Cubicles	1
Section 10800	Washroom Accessories	2
Section 10950	Miscellaneous Specialties	1

DIVISION 11 - EQUIPMENT

Not applicable to Project.

DIVISION 12 - FURNISHINGS

Not applicable to Project.

DIVISION 13 - SPECIAL CONSTRUCTION

Section 13850	Swimming Pool	4
---------------	---------------	---

DIVISION 14 - CONVEYING SYSTEMS

Not applicable to Project.

TABLE OF CONTENTS

	Number of Pages
DIVISION 15 - MECHANICAL	
Section 15000 Mechanical Work	17
DIVISION 16 - ELECTRICAL	
Section 16010 General Electrical Requirements	3
Section 16200 Wiring and Raceways	4
Section 16500 Communications	2
Section 16800 Lighting Fixtures and Lamps	2
Fixture and Lamp Schedule	2
Panel Schedule	1

END OF TC

ARTICLE A-6 SUCCESSION

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

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

SIGNED, SEALED AND DELIVERED

in the presence of:

Owner

.....
name

.....

.....
signed

.....
name and title

.....
signed

.....
name and title

Contractor

RALJON CONSTRUCTION CO. LIMITED

.....
name

FRANK AQUINO, GENERAL MANAGER

.....
signed

.....
name and title

THE CORPORATION OF THE CITY OF BRAMPTON

.....
signed James E. Archdekin, Mayor

.....
name and title Ralph A. Everett, Acting Clerk

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

THE GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

GC 1 DEFINITIONS

1.1 Contract Documents

The Contract Documents consist of the executed Agreement and the General Conditions of the Contract, Supplementary General Conditions, Specifications, Drawings and such other documents as are listed in Article A-2 of the Agreement including all amendments thereto incorporated before their execution and subsequent amendments thereto made pursuant to the provisions of the Contract or agreed upon between the parties.

1.2 Owner, Architect, Contractor

The Owner, Architect and Contractor are the persons, firms or corporations identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner, Architect and Contractor means the Owner, Architect and Contractor or their authorized representatives as designated to each party in writing.

1.3 Subcontractor

A Subcontractor is a person, firm or corporation having a direct contract with the Contractor to perform a part or parts of the Work included in the Contract, or to supply products worked to a special design according to the Contract Documents, but does not include one who merely supplies products not so worked. Wherever the singular number and masculine gender occur, plural number and feminine gender apply where the facts or contents so require.

1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.5 The Work

The term the Work means the total construction required by the Contract Documents and includes all labour, products and services.

1.6 Products

The term products means all material, machinery, equipment and fixtures forming the completed work as required by the Contract Documents but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work and normally referred to as construction machinery and equipment.

1.7 Other Contractor

The term Other Contractor means any person, firm or corporation employed by or having a separate contract directly or indirectly with the Owner for work other than that required by the Contract Documents.

1.8 Place of Building

The place of building is the designated site or location of the Project.

1.9 Law of the Contract

The law of the place of building shall govern the Contract.

1.10 Time

(a) The Contract Time is the time stated in Article A-1(c) of the Agreement for Substantial Performance of the Work.

(b) The date of Substantial Performance of the Work is the date certified by the Architect.

(c) The term day as used in the Contract Documents shall mean the calendar day.

(d) The term working day as used in the Contract Documents shall mean days other than Saturdays, Sundays and holidays which are observed by the construction industry in the area of the place of building.

1.11 Substantial Performance

Substantial Performance is as defined in the Mechanics' Lien legislation applicable to the place of building. If such legislation is not in force or does not contain such definition Substantial Performance 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 Architect.

1.12 Total Performance

Total Performance shall mean when the entire Work has been performed to the requirements of the Contract Documents and is so certified by the Architect.

GC 2 DOCUMENTS

2.1 The Contract Documents shall be signed in duplicate by the Owner and the Contractor.

2.2 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.

2.3 The intention of the Contract Documents is to include all labour, products and services reasonably necessary to perform the Work in accordance with these documents. It is not intended, however, that the Contractor shall supply any products or work not covered by or properly inferable from any of the Contract Documents.

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

2.5 In the event of conflicts between Contract Documents the following shall apply:

(a) Documents of later date shall govern.

(b) Figured dimensions shown on the Drawings shall govern even though they may differ from scaled dimensions.

(c) Drawings of larger scale shall govern over those of smaller scale of the same date.

(d) Specifications shall govern over Drawings.

(e) The General Conditions of the Contract shall govern over Specifications.

(f) Supplementary General Conditions shall govern over the General Conditions of the Contract.

(g) The Agreement shall govern over all documents.

GC 3 ADDITIONAL INSTRUCTIONS

3.1 During the progress of the Work the Architect shall furnish to the Contractor such additional instructions as may be necessary to supplement the Contract Documents. All such instructions shall be consistent with the intent of the Contract Documents.

3.2 Additional instructions may include minor changes to the Work which affect neither the Contract Price nor the Contract Time.

3.3 Additional instructions may be in the form of drawings, samples, models or written instructions.

3.4 Additional instructions will be issued by the Architect with reasonable promptness and in accordance with any schedule agreed upon.

GC 4 DOCUMENTS PROVIDED

4.1 The Contractor will be provided without charge with as many copies of the Contract Documents or parts thereof as are reasonably necessary for the performance of the Work.

GC 5 DOCUMENTS ON THE SITE

5.1 The Contractor shall keep one copy of all current Contract Documents and shop drawings on the site, in good order and available to the Architect and/or his representatives. This requirement shall not be deemed to include the executed Contract Documents.

GC 6 OWNERSHIP OF DOCUMENTS AND MODELS

6.1 All Contract Documents and copies thereof, and all models furnished by the Architect are and shall remain his property and are not to be used on other work.

6.2 Such documents are not to be copied or revised in any manner without the written authorization of the Architect.

6.3 Models furnished by the Contractor or the Owner are the property of the Owner.

GC 7 ARCHITECT'S DECISIONS

- 7.1 The Architect, in the first instance, shall decide on questions arising under the Contract Documents and interpret the requirements therein. Such decisions shall be given in writing. The Architect shall use his powers under the Contract to enforce its faithful performance by both parties hereto.
- 7.2 The Contractor shall notify the Architect in writing immediately should he hold that a decision by the Architect is in error and/or at variance with the Contract Documents.
- 7.3 If the question of error and/or variance is not resolved immediately, and the Architect decides that the disputed work shall be carried out, the Contractor shall act according to the Architect's written decision. Any question of change in Contract Price and/or extension of Contract Time due to such error and/or variance shall be decided as provided in GC 16 – Settlement of Disputes.
- 7.4 Should the Architect's employment be terminated, the Owner shall appoint an Architect whose status under the Contract shall be that of the former Architect.
- 7.5 Nothing contained in the Contract Documents shall create any contractual relationship between the Architect and the Contractor.

GC 8 DELAYS

- 8.1 If the Contractor is delayed in the performance of the Work by any act or neglect of the Owner, Architect or any Other Contractor or any employee of any one of them, then the Contract Time shall be extended for such reasonable time as the Architect may decide in consultation with the Contractor, and the Contractor shall be reimbursed for any costs incurred by him as the result of such delay.
- 8.2 If the Contractor is delayed in the performance of the Work by a Stop Work Order issued by any court or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of any one employed by him directly or indirectly, then the Contract Time shall be extended for such reasonable time as the Architect and the Contractor may agree that the work was delayed, and the Contractor shall be reimbursed for any costs incurred by him as the result of such delay.
- 8.3 If the Contractor is delayed in the performance of the Work by labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized Contractors' Association, of which the Contractor is a member), fire, unusual delay by common carriers or unavoidable casualties or, without limit to any of the foregoing, by any cause of any kind whatsoever beyond the Contractor's control, then the Contract Time shall be extended for such reasonable time as may be mutually decided by the Architect and Contractor, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension of time be agreed to by the Contractor.
- 8.4 In addition and without limit to the foregoing the Contract Time may be extended for any cause within the Contractor's control which the Architect shall decide as justifying a delay for such reasonable time as the Architect may decide.
- 8.5 No extension shall be made for delay unless written notice of claim is given to the Architect within fourteen (14) days of its commencement, providing that in the case of a continuing cause of delay only one claim shall be necessary.
- 8.6 If no schedule is made under GC 3 – Additional Instructions, no claim for delay shall be allowed on account of failure to furnish instructions until two (2) weeks after a demand for such instructions and not then unless such claim is reasonable.
- 8.7 The Architect shall not, except by written notice to the Contractor, or as provided in GC 15 – Emergencies, stop or delay any part of the work pending instructions or proposed changes in the work.

GC 9 OWNER'S RIGHT TO DO WORK

- 9.1 If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of the Contract, the Owner, subject to the approval of the Architect, may notify the Contractor in writing that he is in default of his contractual obligations and instruct him to correct the default within five (5) working days of receiving the notice.
- 9.2 If the correction of the default cannot be completed within the five (5) working days specified, the Contractor shall be considered to be in compliance with the Owner's instruction if he:
 - (a) commences the correction of the default within the specified time, and
 - (b) provides the Owner with an acceptable schedule for such correction, and
 - (c) completes the correction in accordance with such schedule.

- 9.3 If the Contractor fails to comply with the provisions 9.1 and 9.2 the Owner may, without prejudice to any other right or remedy he may have, correct such default and may deduct the cost thereof from the payment then or thereafter due the Contractor provided, however, that the Architect shall approve both the action and the amount subsequently charged to the Contractor.

GC 10 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- 10.1 If the Contractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of his insolvency, the Owner may, without prejudice to any other right or remedy he may have, by giving the Contractor written notice, terminate the Contract.

- 10.2 Subject to the receipt of a certificate from the Architect verifying that sufficient cause exists, the Owner may notify the Contractor in writing that he is in default of his contractual obligations, if the Contractor:

- (a) refuses or fails to supply sufficient properly skilled workmen or proper workmanship, products or construction machinery and equipment for the scheduled performance of the Work within five (5) working days of receiving written notice from the Architect, except in those cases provided in GC 8 – Delays; or,
- (b) fails to make payments due to his Subcontractors, his suppliers or his workmen; or,
- (c) persistently disregards laws or ordinances, or the Architect's instructions; or
- (d) otherwise violates the provisions of the Contract to a substantial degree.

Such written notice by the Owner shall instruct the Contractor to correct the default within five (5) working days from the receipt of the written notice.

- 10.3 If the correction of the default cannot be completed within the five (5) working days specified, the Contractor shall be considered to be in compliance with the Owner's instructions if he:

- (a) commences the correction of the default within the specified time, and
- (b) provides the Owner with an acceptable schedule for such correction, and
- (c) completes the correction in accordance with such schedule.

- 10.4 If the Contractor fails to correct the default within the time specified or subsequently agreed upon, the Owner may, without prejudice to any other right or remedy he may have, stop the Work or terminate the Contract.

- 10.5 If the Owner terminates the Contract under the conditions set out above, he is entitled to:

- (a) take possession of the premises and products and utilize the construction machinery and equipment, the whole subject to the rights of third parties, and to finish the Work by whatever method he may deem expedient but without undue delay or expense;

- (b) withhold any further payments to the Contractor until the Work is finished;

- (c) upon Total Performance of the Work, charge the Contractor the amount by which the full cost of finishing the Work as certified by the Architect, including compensation to the Architect for his additional services and a reasonable allowance as determined by the Architect to cover the cost of any corrections required by GC 33 – Warranty, exceeds the unpaid balance of the Contract Price; or if such cost of finishing the Work is less than the unpaid balance of the Contract Price, pay the Contractor the difference.

- (d) on expiry of the warranty period, charge the Contractor the amount by which the cost of corrections under GC 33 – 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.

GC 11 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- 11.1 If the Owner should be adjudged bankrupt, or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of his insolvency, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner written notice, terminate the Contract.

- 11.2 If the Work should be stopped or otherwise delayed for a period of thirty days or more under an order of any court, or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of any one directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner written notice, terminate the Contract.

- 11.3 The Contractor may notify the Owner in writing, with a copy to the Architect, that the Owner is in default of his contractual obligations if:

- (a) the Architect fails to issue a certificate in accordance with GC 23 – Certificates and Payments;

- (b) the Owner fails to pay to the Contractor when due any amount certified by the Architect or awarded by arbitrators.

Such written notice shall advise the Owner that if such default is not corrected within five (5) working days from the receipt of the written notice the Contractor may, without prejudice to any other right or remedy he may have, stop the work and/or terminate the Contract.

- 11.4 If the Contractor terminates the Contract under the conditions set out above, he shall be entitled to be paid for all work performed and for any loss sustained upon products and construction machinery and equipment with reasonable profit and damages.

GC 12 OTHER CONTRACTORS

- 12.1 The Owner reserves the right to let separate contracts in connection with the project of which the Work is part.
- 12.2 The Owner shall coordinate the work and insurance coverages of Other Contractors as it affects the Work of this Contract.
- 12.3 The Contractor shall coordinate his work with that of Other Contractors and connect as specified or shown in the Contract Documents. Any change in the costs incurred by the Contractor in the planning and performance of such work which was not shown or included in the Contract Documents as of the date of signing the Contract, shall be evaluated as provided under GC 21 – Valuation and Certification of Changes in the Work.
- 12.4 The Contractor shall report to the Architect any apparent deficiencies in Other Contractors' work which would affect the Work of this Contract immediately they come to his attention and shall confirm such report in writing. Failure by the Contractor to so report shall invalidate any claims against the Owner by reason of the deficiencies of Other Contractors' work except as to those of which he was not reasonably aware.
- 12.5 The Owner shall take all reasonable precautions to avoid labour disputes or other disputes on the Project arising from the Work of Other Contractors.

GC 13 ASSIGNMENT

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

GC 14 SUBCONTRACTORS

- 14.1 The Contractor agrees to preserve and protect the rights of the Parties under the Contract with respect to any work to be performed under subcontract. He therefore agrees to:
- (a) require his Subcontractors to perform their work in accordance with and subject to the terms and conditions of the Contract Documents, and
 - (b) be as fully responsible to the Owner for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.
- The Contractor therefore agrees that he will incorporate all the terms and conditions of the Contract Documents into all Subcontract Agreements he enters into with his Subcontractors.
- 14.2 The Contractor agrees to employ those Subcontractors proposed by him in writing and accepted by the Owner prior to the signing of the Contract for such portions of the Work as may be designated in the bidding requirements.
- 14.3 The Owner may, for reasonable cause, object to the use of a proposed Subcontractor and require the Contractor to employ one of the other subcontractor bidders.
- 14.4 In the event that the Owner requires a change from any proposed Subcontractor the Contract Price shall be adjusted by the difference in cost occasioned by such required change.
- 14.5 The Contractor shall not be required to employ as a Subcontractor any person or firm to whom he may reasonably object.
- 14.6 The Architect may, upon reasonable request and at his discretion, provide to a Subcontractor information as to the percentage of the Subcontractor's work which has been certified for payment.
- 14.7 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner.

GC 15 EMERGENCIES

- 15.1 The Architect has authority in an emergency to stop the progress of the Work whenever in his opinion such stoppage may be necessary to ensure the safety of life, or the Work, or neighbouring property. This includes authority to make changes in the Work, and to order, assess and award the cost of such work, extra to the Contract or otherwise, as may in his opinion be necessary. The Architect shall within two (2) working days confirm in writing any such instructions. In such a case if work has been performed under direct order of the Architect, the Contractor shall keep his right to claim the value of such work, notwithstanding Article 1690 of the Quebec Civil Code.

GC 16 SETTLEMENT OF DISPUTES

- 16.1 In the event of any dispute arising between the parties as to their respective rights and obligations under the Contract either party hereto shall give to the other notice of such dispute within thirty days of the occurrence. The requirement of immediate notification of the circumstances provided for in GC 7.2 shall not be considered to have been modified by the foregoing time limitation.
- 16.2 In the event that the parties have agreed to submit such disputes to arbitration pursuant to a Supplementary General Condition to the Contract, or by subsequent agreement, either party may, to the extent that such an agreement permits, thereupon request arbitration pursuant to such provisions.
- 16.3 In the event that no provision or agreement is made for arbitration then either party shall have the right to seek recourse in such judicial tribunal as the circumstances may require.
- 16.4 In recognition of the obligation by the Contractor to perform the disputed work as provided in GC 7.3, it is agreed that settlement of dispute proceedings may be commenced by either party at that time.

GC 17 INDEMNIFICATION

- 17.1 Except as provided in 17.2 and 17.3, the Contractor shall indemnify and hold harmless the Owner and the Architect, their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributable to the Contractor's performance of the Contract, providing that any such claims, damage loss or expense is:
- (a) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property; and
 - (b) is caused by a negligent act or omission of the Contractor or anyone for whose acts he may be liable.
- 17.2 The obligations of the Contractor under this General Condition shall not extend to the liability of the Owner and the Architect, their agents and employees where the primary cause of the injury or damage arises out of:
- (a) the use of maps, drawings, reports, surveys, change orders, designs or specifications provided by the Owner, the Architect, their agents and employees, or
 - (b) the giving of or the failure to give decisions or instructions by the Owner, the Architect, their agents and employees.
- 17.3 The Owner shall indemnify and hold harmless the Contractor from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Contract which are attributable to lack of or a defect in title or an alleged lack of or defect in title to the site of the Work.

GC 18 CONTINGENCY ALLOWANCE

- 18.1 The Contract Price includes the contingency allowance, if any, stated in the Contract Documents.
- 18.2 The contingency allowance is specified to provide for changes in the Work authorized under GC 20 – Changes in the Work, and evaluated under GC 21 – Valuation and Certification of Changes in the Work.

GC 19 CASH ALLOWANCES

- 19.1 The Contract Price includes all cash allowances stated in the Contract Documents.
- 19.2 Cash allowances, unless otherwise specified, cover the net cost to the Contractor of all services, products, construction machinery and equipment, freight, unloading, handling, storage, installation and other authorized expenses incurred in performing the work stipulated under the cash allowance.
- 19.3 The Contract Price, and not the cash allowance, includes the Contractor's overhead and profit in connection with such cash allowances.
- 19.4 Where costs under a cash allowance exceed the amount of the allowance, the Contractor will be compensated for any excess incurred and substantiated plus an allowance for overhead and profit as set out in the Contract Documents.
- 19.5 The Contract Price shall be adjusted by written order to provide for any excess or deficit to each cash allowance.
- 19.6 Progress payments on account of authorized purchases under cash allowances shall be certified on the Architect's monthly certificates for payment.
- 19.7 A schedule shall be prepared jointly by the Architect and Contractor to show when items called for under cash allowances must be authorized by the Architect for ordering purposes so that the progress of the Work will not be delayed.

GC 20 CHANGES IN THE WORK

- 20.1 The Owner through the Architect, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work, with the Contract Price and the Contract Time being adjusted accordingly.
- 20.2 Except as provided in GC 15 – Emergencies, no change shall be made without a written order from the Architect and no claim for an addition or deduction to the Contract Price or change in the Contract Time shall be valid unless so ordered and at the same time valued or agreed to be valued as provided in GC 21 – Valuation and Certification of Changes in the Work.

GC 21 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK

- 21.1 The value of any change shall be determined in one or more of the following methods:
- (a) by estimate and acceptance in a lump sum
 - (b) by unit prices set out in the Contract or subsequently agreed upon
 - (c) by cost and a fixed or percentage fee.
- 21.2 When a change in the Work is proposed or required the Contractor shall present to the Architect for approval his claim for any change in the Contract Price and/or change in Contract Time. The Architect shall satisfy himself as to the correctness of such claim and, when approved by him, shall issue a written order to the Contractor to proceed with the change. The value of work performed in the change shall be included for payment with the regular certificates for payment.
- 21.3 In the case of changes in the Work to be paid for under methods (b) and (c) of 21.1, the form of presentation of costs and methods of measurement shall be agreed to by the Architect and Contractor before proceeding with the change. The Contractor shall keep accurate records, as agreed upon, of quantities or costs and present an account of the cost of the change in the Work, together with vouchers where applicable.
- 21.4 If the method of valuation, measurement and the change in Contract Price and/or change in Contract Time cannot be promptly agreed upon, and the change is required to be proceeded with then the Architect shall determine the method of valuation, measurement and the change in Contract Price and/or Contract Time subject to final determination in the manner set out in GC 16 – Settlement of Disputes. In this case the Architect shall issue a written authorization for the change setting out the method of valuation and if by lump sum his valuation of the change in Contract Price and/or Contract Time.
- 21.5 In the case of a dispute in the valuation of a change authorized in the Work and pending final determination of such value, the Architect shall certify the value of work performed and include the amount with the regular certificates for payment.
- 21.6 It is intended in all matters referred to above that both the Architect and Contractor shall act promptly.

GC 22 APPLICATION FOR PAYMENT

- 22.1 Applications for payment on account as provided for in Article A-4 may be made monthly as the Work progresses.
- 22.2 Applications for payment shall be dated the last day of the agreed monthly payment period and the amount claimed shall be for the value, proportionate to the amount of the Contract, of work performed and products delivered to the site at that date.
- 22.3 The Contractor shall submit to the Architect before the first application for payment, a schedule of values of the various parts of the Work, aggregating the total amount of the Contract Price and divided so as to facilitate evaluation of applications for payment.
- 22.4 This schedule shall be made out in such form, and supported by such evidence as to its correctness, as the Architect may reasonably direct, and when approved by the Architect shall be used as the basis for application for payment, unless it be found to be in error.
- 22.5 When making application for payment, the Contractor shall submit a statement based upon this schedule. Claims for products delivered to the site but not yet incorporated into the Work shall be supported by such evidence as the Architect may reasonably require to establish the value and delivery of the products.
- 22.6 Applications for release of holdback monies following the Substantial Performance of the Work and the application for final payment shall be made at the time and in the manner set forth in GC 23 – Certificates and Payments.

GC 23 CERTIFICATES AND PAYMENTS

- 23.1 The Architect shall, within ten (10) days of receipt of an application for payment from the Contractor submitted in accordance with GC 22 – Application for Payment, issue a certificate for payment in the amount applied for or such other amount as he shall determine to be properly due. If the Architect amends the application, he shall promptly notify the Contractor in writing giving his reasons for the amendment.

- 23.2 The Owner shall within five (5) days of the issuance of a certificate for payment by the Architect, make payment to the Contractor on account in accordance with the provisions of Article A-4 of the Agreement.
- 23.3 Notwithstanding any other provisions of this Contract:
- (a) If on account of climatic or other conditions reasonably beyond the control of the Contractor there are items of work that cannot be performed, the payment in full for work which has been performed as certified by the Architect shall not be withheld or delayed by the Owner on account thereof, but the Owner may withhold from the Contract Price until the remaining work is finished only such monies as the Architect shall determine are sufficient and reasonable to cover the cost of performing such remaining work and to adequately protect the Owner from claims;
- (b) Where legislation permits and where, upon application by the Contractor, the Architect has certified that a Subcontract has been totally performed to his satisfaction prior to the Substantial Performance of this Contract, the Owner shall pay the Contractor the holdback retained for such Subcontractor on the day following the expiration of the Statutory Limitation Period stipulated in the Mechanics' Lien Act applicable to the place of building.
- 23.4 Notwithstanding the provisions of 23.3 (b) and notwithstanding the wording of such certificates the Contractor shall ensure that such work is protected pending the Total Performance of the Contract and be responsible for the correction of any defects in it regardless of whether or not they were apparent when such certificates were issued.
- 23.5 The Architect shall, within ten (10) days of receipt of an application from the Contractor for a certificate of Substantial Performance, make an inspection and assessment of the Work to verify the validity of the application. The Architect shall within seven (7) days of his inspection notify the Contractor of his approval or disapproval of the application. When the Architect finds the Work to be substantially performed he shall issue such a certificate. The date of this certificate shall be the date of Substantial Performance of the Contract. Immediately following the issuance of the Certificate of Substantial Performance, the Architect, in consultation with the Contractor shall establish a reasonable date for the Total Performance of the Contract.
- 23.6 Following the issuance of the Certificate of Substantial Performance and upon receipt from the Contractor of all documentation called for in the Contract Documents the Architect shall issue a certificate for payment of holdback monies. The release of holdback monies authorized by this certificate shall become due and payable on the day following the expiration of the Statutory Limitation Period stipulated in the Mechanics' Lien Act applicable to the place of building, or where such legislation does not exist or apply in accordance with such other legislation, regulations governing privileges, industry practice or such other provisions which may be agreed to between the parties, providing that no lien or privilege claims against the Work exist and the Contractor has submitted to the Owner a sworn statement that all accounts for labour, subcontracts, products, construction machinery and equipment and any other indebtedness which may have been incurred by the Contractor in the Substantial Performance of the Work and for which the Owner might in any way be held responsible have been paid in full except holdback monies properly retained.
- 23.7 The Architect shall within ten (10) days of receipt of an application from the Contractor for payment upon Total Performance of the Contract, make an inspection and assessment of the work to verify the validity of the application. The Architect shall within seven (7) days of his inspection notify the Contractor of his approval or disapproval of the application. When the Architect finds the Work to be totally performed to his satisfaction, he shall issue a Certificate of Total Performance and certify for payment the remaining monies due to the Contractor under the Contract less any holdback monies which are required to be retained. The date of this certificate shall be the date of Total Performance of the Contract. The Owner shall, within five (5) days of issuance of such certificate, make payment to the Contractor in accordance with the provisions of Article A-4 of the Agreement.
- 23.8 The release of any remaining holdback monies shall become due and payable on the day following the expiration of the Statutory Limitation Period stipulated in the Mechanics' Lien Act applicable to the place of building, or where such legislation does not exist or apply in accordance with such other legislation, regulations governing privileges, industry practice or such other provisions which may be agreed to between the parties, provided that no claims against the Work exist and the Contractor has submitted to the Owner a sworn statement that all accounts for labour, subcontracts, products, construction machinery and equipment and any other indebtedness which may have been incurred by the Contractor in the Total Performance of the Work and for which the Owner might in any way be held responsible have been paid in full except holdback monies properly retained.
- 23.9 No certificate for payment, or any payment made thereunder, nor any partial or entire use of occupancy of the Work by the Owner shall constitute an acceptance of any work or products not in accordance with the Contract Documents.

23.10 The issuance of the Certificate of Total Performance shall constitute a waiver of all claims by the Owner against the Contractor except those previously made in writing and still unsettled, if any, and those arising from the provisions of GC 33 – Warranty.

The acceptance of the Certificate of Total Performance or of the payment due thereunder shall constitute a waiver of all claims by the Contractor against the Owner except those made in writing prior to his application for payment upon Total Performance of the Contract and still unsettled, if any.

GC 24 TAXES AND DUTIES

24.1 Unless otherwise stated in Supplementary General Conditions the Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract.

24.2 Any increase or decrease in costs to the Contractor due to changes in such taxes and duties after the date of the Agreement, shall increase or decrease the Contract Price accordingly.

24.3 Where an exemption of government sales taxes, customs duties or excise taxes is applicable to the Contract by way of the Contractor filing claims for, or cooperating fully with the Owner and the proper authorities in seeking to obtain such refunds, the procedure shall be established in a Supplementary General Condition.

GC 25 LAWS, NOTICES, PERMITS AND FEES

25.1 The laws of the place of building shall govern the Work.

25.2 The Contractor shall obtain all permits, licences and certificates and pay all fees required for the performance of the Work which are in force at the date of tender submission (but this shall not include the obtaining of permanent easements or rights of servitude).

25.3 The Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and orders of all authorities having jurisdiction relating to the Work, to the preservation of the public health and construction safety which are or become in force during the performance of the Work.

25.4 The Contractor shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work. If the Contract Documents are at variance therewith, or changes which require modification to the Contract Documents are made to any of the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of tender submission, any resulting change in the cost shall constitute a corresponding change in the Contract Price. The Contractor shall notify the Architect in writing requesting direction immediately any such variance or change is observed by him.

25.5 If the Contractor fails to notify the Architect in writing and obtain his direction as required in GC 25.4 and performs any work knowing it to be contrary to any laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction, he shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages attributable to his failure to comply with the provisions of such laws, ordinances, rules, regulations, codes and orders.

GC 26 PATENT FEES

26.1 The Contractor shall pay all royalties and patent licence fees required for the performance of the Contract. He shall hold the Owner harmless from and against all 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 any patent of invention by the Contractor or anyone for whose acts he may be liable.

26.2 The Owner shall hold the Contractor harmless against all 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 any patent or invention in executing anything for the purpose of the Contract, the model, plan or design of which was supplied to the Contractor by the Owner.

GC 27 WORKMEN'S COMPENSATION

27.1 Prior to commencing the Work and prior to receiving payment on Substantial and Total Performance of the Work, the Contractor shall provide evidence of compliance with all requirements of the province or territory of the place of building with respect to workmen's compensation including payments due thereunder.

27.2 At any time during the term of Contract, when requested by the Architect, the Contractor shall provide such evidence of compliance by himself and any or all of his Subcontractors.

GC 28 LIABILITY INSURANCE

28.1 Comprehensive General Liability Insurance

(a) Without restricting the generality of GC 17 – Indemnification, the Contractor shall provide and maintain, either by way of a separate policy or by an endorsement to his existing policy, Comprehensive General Liability Insurance acceptable to the Owner and subject to limits of not less than one million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.

(b) The insurance shall be in the joint names of the Contractor, the Owner and the Architect, and shall also cover as Unnamed Insureds all Subcontractors and anyone employed directly or indirectly by the Contractor or his Subcontractors to perform a part or parts of the Work but excluding suppliers whose only function is to supply and/or transport products to the project site.

(c) The insurance shall also include as Unnamed Insureds the architectural and engineering consultants of the Owner and the Architect.

(d) The insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder.

(e) The Comprehensive General Liability insurance shall include coverage for:

- 1) premises and operations liability
- 2) products or completed operations liability
- 3) blanket contractual liability
- 4) cross liability
- 5) elevator and hoist liability
- 6) contingent employer's liability
- 7) personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character; invasion of privacy, wrongful eviction or wrongful entry.
- 8) shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunnelling and grading, as applicable.
- 9) liability with respect to non-owned licenced vehicles.

28.2 Automobile Liability Insurance

The Contractor shall provide and maintain liability insurance in respect of owned licenced vehicles subject to limits of not less than one million dollars inclusive.

28.3 Aircraft and/or Watercraft Liability Insurance

The Contractor shall provide and maintain liability insurance with respect to owned or non-owned aircraft and watercraft, as may be applicable, subject to limits of not less than one million dollars inclusive. Such insurance shall be in the joint names of the Contractor, the Owner, the Architect and those parties defined in 28.1 (b) (c) where they have an interest in the use and operation of such aircraft or watercraft. The insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder.

28.4 All liability insurance shall be maintained continuously until twelve (12) months after the date the Architect issues a certificate of Total Performance.

28.5 The Contractor shall provide the Owner with evidence of all liability insurance prior to the commencement of the Work and shall promptly provide the Owner with a certified true copy of each insurance policy.

28.6 All liability insurance policies shall contain an endorsement to provide all Named Insureds with prior notice of changes and cancellations. Such endorsement shall be in the following form:

"It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way nor cancelled until 30 days after written notice of such change or cancellation shall have been given to all Named Insureds."

GC 29 PROPERTY INSURANCE

29.1 The Contractor* shall provide and maintain property insurance, acceptable to the Owner, insuring the full value of the Work in the amount of the Contract Price and the full value as stated of products that are specified to be provided by the Owner for incorporation into the Work**. The insurance shall be in the joint names of the Contractor and the Owner and shall include the interests of the Contractor, the Owner, the Subcontractors and all others having an insurable interest in the Work. The policies shall include all Subcontractors as Unnamed Insureds or, if they specifically request, as Named Insureds. The policies shall preclude subrogation claims by the Insurer against anyone insured thereunder.

29.2 Such coverage shall be provided for by EITHER an All Risks Builders' Risk Policy OR by a combination of a standard Builders' Risk Fire Policy including Extended Coverage and Malicious Damage Endorsements and a Builders' Risk Differences in Conditions Policy providing equivalent coverage.

29.3 The policies shall insure against all risks of direct loss or damage subject to the exclusion specified in the Supplementary General Conditions (SGC)***. Such coverage shall apply to:

(a) all products, labour and supplies of any nature whatsoever, the property of the Insureds or of others for which the Insureds may have assumed responsibility, to be used in or pertaining to the site preparations, demolition of existing structures, erection and/or fabrication and/or reconstruction and/or repair of the insured project, while on the site or in transit, subject to the exclusion of the property specified***.

(b) the installation, testing and any subsequent use of machinery and equipment including boilers, pressure vessels or vessels under vacuum.

(c) damage to the Work caused by an accident to and/or the explosion of any boiler(s) or pressure vessel(s) forming part of the Work.

Such coverage shall exclude construction machinery, equipment, temporary structural and other temporary facilities, tools and supplies used in the construction of the Work and which are not expendable under the Contract.

29.4 The Contractor shall provide the Owner with evidence of all insurance prior to commencement of the Work and shall promptly provide the Owner with a certified true copy of each insurance policy.

Policies provided shall contain an endorsement to provide all Named Insureds with prior notice of changes and cancellations. Such endorsement shall be in the following form:

"It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way nor cancelled until 30 days after written notice of such change or cancellation shall have been given to all Named Insureds."

29.5 All such insurance shall be maintained continuously until ten (10) days after the date the Architect issues a certificate of Total Performance. All such insurance shall provide for the Owner to take occupancy of the Work or any part thereof during the term of this insurance. Any increase in the cost of this insurance arising out of such occupancy shall be at the Owner's expense.

29.6 The policies shall provide that, in the event of a loss, payment for damage to the Work shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner and himself for the purpose of adjusting the amount of such loss with the Insurers. On the determination of the extent of the loss, the Contractor shall immediately proceed to restore the Work and shall be entitled to receive from the Owner (in addition to any sum due under the Contract) the amount at which the Owner's interest in the restoration work has been appraised, such amount to be paid as the work of the restoration proceeds and in accordance with the Architect's certificates for payment. 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 time for Substantial and Total Performance of the Work as the Architect may decide.

29.7 The Contractor and/or his Subcontractors as may be applicable shall be responsible for any deductible amounts under the policies and for providing such additional insurance as may be required to protect the Insureds against loss on items excluded from the policies.

* If the Owner decides to insure, interchange the words "Owner" and "Contractor" where appropriate and state any deductible amounts in the SGC's.

** State value of products supplied by Owner for incorporation in the Work in the SGC's.

*** Define specific exclusions in the SGC's.

GC 30 PROTECTION OF WORK AND PROPERTY

30.1 The Contractor shall protect the property adjacent to the Project site from damage as the result of his operations under the Contract.

30.2 The Contractor shall protect the Work and the Owner's property from damage and shall be responsible for any damage which may arise as the result of his operations under the Contract except damage which occurs as the result of:

(a) errors in the Contract Documents, and/or

(b) acts or omissions by the Owner, his agents, employees or Other Contractors.

- 30.3 Should any damage occur to the Work and/or Owner's property for which the Contractor is responsible he shall make good such damage at his own expense or pay all costs incurred by others in making good such damage.
- 30.4 Should any damage occur to the Work and/or Owner's property for which the Contractor is not responsible as provided in GC 30.2 he shall make good such damage to the Work and, if the Owner so directs to the Owner's property, and the Contract Price and Contract Time shall be adjusted in accordance with GC 20 – Changes in the Work.

GC 31 DAMAGES AND MUTUAL RESPONSIBILITY

- 31.1 If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or anyone employed by him, then he shall be reimbursed by the other party for such damage. The party reimbursing the other party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.
- 31.2 Claims under this GC shall be made in writing to the party liable within reasonable time after the first observance of such damage and not later than the time limits stipulated in GC 23.10 – Certificates and Payments, and may be adjusted by agreement or in the manner set out in GC 16 – Settlement of Disputes.
- 31.3 If the Contractor has caused damage to any Other Contractor on the Work, the Contractor agrees upon due notice to settle with such Other Contractor by agreement or arbitration, if he will so settle. If such Other Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor and may require the Contractor to defend the action at the Contractor's expense. If any final order or judgment against the Owner arises therefrom the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.
- 31.4 If the Contractor becomes liable to pay or satisfy any final order, judgment or award against the Owner then the Contractor, upon undertaking to indemnify the Owner against any and all liability for costs, shall have the right to appeal in the name of the Owner such final order or judgment to any and all courts of competent jurisdiction.

GC 32 BONDS

- 32.1 The Owner shall have the right during the period stated in the tender documents for acceptance of the tender to require the Contractor to provide and maintain in good standing until the fulfilment of the Contract, bonds covering the faithful performance of the Contract including the requirements of the Warranty provided for in GC 33 – Warranty, and the payment of all obligations arising under the Contract.
- 32.2 All such bonds shall be issued by a duly incorporated surety company approved by the Owner and authorized to transact a business or suretyship in the Province or Territory of the place of building. The form of such bonds shall be the latest edition of the CCA approved forms.
- 32.3 If bonds are called for in the tender documents the costs attributable to providing such bonds shall be included in the tender price.
- 32.4 Should the Owner require the provision of a bond or bonds by the Contractor after the receipt of tenders for the Work, the Contract Price shall be increased by all costs attributable to providing such bonds.
- 32.5 The Contractor shall promptly provide the Owner, through the Architect, with any bonds that are required.

GC 33 WARRANTY

- 33.1 The Contractor shall correct at his own expense any defects in the Work due to faulty products and/or workmanship appearing within a period of one year from the date of Substantial Performance of the Work.
- 33.2 The Contractor shall correct and/or pay for any damage to other work resulting from any corrections required under the conditions of 33.1.
- 33.3 Neither the Architect's final certificate nor payment thereunder shall relieve the Contractor from his responsibility hereunder.
- 33.4 The Owner and/or the Architect shall give the Contractor written notice of observed defects promptly.
- 33.5 The Contractor shall be liable for the proper performance of the Work only to extent that careful workmanship and proper implementation of the Contract Documents will permit and any warranty given respecting the Work and performance shall only be valid so far as the design will permit such performance.
- 33.6 Nothing in this GC shall be deemed to restrict any liability of the Contractor arising out of any law in force in the Province or Territory.

GC 34 CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

- 34.1 The Contractor shall have complete control of the Work except as provided in GC 15 — Emergencies. He shall effectively direct and supervise the Work using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all parts of the Work under the Contract.
- 34.2 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structural and other temporary facilities and the design and execution of construction methods required in their use. The Contractor shall engage and pay for registered professional engineering personnel skilled in the appropriate discipline to perform these functions where required by law or by the Contract Documents and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 34.3 Notwithstanding the provisions of paragraphs 34.1 and 34.2 above, or any provisions to the contrary elsewhere in the Contract Documents where such Contract Documents include designs for temporary structural and other temporary facilities or specify a method of construction in whole or in part, such facilities and methods shall be deemed to comprise part of the overall design of the Work and the Contractor shall not be held responsible for that part of the design or the specified method of construction. The Contractor shall, however, be responsible for the execution of such design or specified method of construction in the same manner that he is responsible for the execution of the Work.
- 34.4 The Contractor shall carefully examine the Contract Documents and shall promptly report to the Architect any error, inconsistency or omission he may discover. The Contractor shall not be held liable for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents.

GC 35 SUPERINTENDENCE

- 35.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Work site at all times while work is being performed.
- 35.2 The superintendent shall be satisfactory to the Architect and shall not be changed except for good reason and only then after consultation with and agreement by the Architect.
- 35.3 The superintendent shall represent the Contractor at the Work site and directions given to him by the Architect shall be held to have been given to the Contractor. Important directions shall be confirmed to the Contractor in writing, other directions will be so confirmed if requested.

GC 36 LABOUR AND PRODUCTS

- 36.1 Unless otherwise stipulated elsewhere in the Contract Documents, the Contractor shall provide and pay for all labour, products, tools, construction equipment and machinery, water, heat, light, power, transportation and other facilities and services necessary for the proper performance of the Work.
- 36.2 All products provided shall be new unless otherwise specified in the Contract Documents. Any products which are not specified shall be of a quality best suited to the purpose required and their use subject to the approval of the Architect.
- 36.3 The Contractor shall at all times maintain good order and discipline among his employees engaged on the Work and shall not employ on the Work any unfit person nor anyone not skilled in the task assigned to him.

GC 37 SUBSURFACE CONDITIONS

- 37.1 The Contractor shall promptly notify the Architect in writing if in his opinion the subsurface conditions at the Project site differ materially from those indicated in the Contract Documents or as may have been represented to him by the Owner or Architect before the time of tender submission.
- 37.2 After prompt investigation, should the Architect determine that conditions do differ materially, he shall issue appropriate instructions for changes in the Work as provided for in GC 20 — Changes in the Work.

GC 38 USE OF PREMISES

- 38.1 The Contractor shall confine his apparatus, the storage of products, and the operations of his workmen to limits indicated by laws, ordinances, permits or by directions of the Architect and shall not unreasonably encumber the premises with his products.
- 38.2 The Contractor shall not load or permit to be loaded any part of the Work with a weight that will endanger its safety.
- 38.3 The Contractor shall enforce the Architect's instructions regarding signs, advertisements, fires and smoking.

GC 39 CLEANUP AND FINAL CLEANING OF WORK

- 39.1 The Contractor shall maintain the Work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner, Other Contractors or their employees.
- 39.2 When the Work is Substantially Performed, the Contractor shall remove all of his surplus products, tools, construction machinery and equipment not required for the performance of the remaining work. He shall also remove any waste products and debris and leave the Work clean and suitable for occupancy by the Owner unless otherwise specified.
- 39.3 When the Work is Totally Performed, the Contractor shall remove all of his surplus products, tools, construction machinery and equipment. He shall also remove any waste products and debris, other than that caused by the Owner, Other Contractors or their employees.

GC 40 CUTTING AND REMEDIAL WORK

- 40.1 The Contractor shall do all cutting and remedial work that may be required to make the several parts of the Work come together properly.
- 40.2 The Contractor shall coordinate the schedule for the Work to ensure that this requirement is kept to a minimum.
- 40.3 Should the Owner or anyone employed by him be responsible for ill-timed work necessitating cutting and/or remedial work to be performed, the cost of such cutting and/or remedial work shall be valued as provided in GC 21 – Valuation and Certification of Changes in the Work and added to the Contract Price.
- 40.4 Cutting and remedial work shall be performed by specialists familiar with the materials affected and shall be performed in a manner to neither damage nor endanger any Work.

GC 41 INSPECTION OF WORK

- 41.1 The Owner and the Architect and their authorized representatives shall have access to the Work for inspection wherever it is in preparation or progress. The Contractor shall cooperate to provide reasonable facilities for such access.
- 41.2 If special tests, inspections or approvals are required by the Contract Documents, the Architect's instructions or the laws or ordinances of the place of building the Contractor shall give the Architect timely notice requesting inspection. Inspection by the Architect shall be made promptly. The Contractor shall arrange inspections by other authorities and shall notify the Architect of the date and time.
- 41.3 If the Contractor covers or permits to be covered any of the Work that is subject to inspection or before any special tests and approvals are completed without the approval of the Architect, the Contractor shall uncover the Work, have the inspections satisfactorily completed and make good the Work at his own expense.
- 41.4 Examination of any questioned Work may be ordered by the Architect. If such Work be found in accordance with the Contract, the Owner shall pay the cost of examination and replacement. If such Work be found not in accordance with the Contract, through the fault of the Contractor, the Contractor shall pay such cost.
- 41.5 The Contractor shall furnish promptly to the Architect two (2) copies of all certificates and inspection reports relating to the Work.

GC 42 REJECTED WORK

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

GC 43 SHOP DRAWINGS

- 43.1 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by the Contractor to illustrate details of a portion of the Work.

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

GC 44 SAMPLES

- 44.1 The Contractor shall submit for the Architect's approval such standard manufacturers' samples as the Architect may reasonably require. Samples shall be labelled as to origin and intended use in the Work and shall conform to the requirements of the Contract Documents.
- 44.2 The Contractor shall provide samples of special products, assemblies, or components when so specified. The cost of such samples not specified shall be authorized as an addition to the Contract Price as provided in GC 20 – Changes in Work.

GC 45 TESTS AND MIX DESIGNS

- 45.1 The Contractor shall furnish to the Architect test results and mix designs as may be requested.
- 45.2 The cost of tests and mix designs beyond those called for in the Contract Documents or beyond those required by laws, ordinances, rules and regulations relating to the Work and the preservation of public health, shall be authorized as an addition to the Contract Price as provided in GC 20 – Changes in the Work.

SUPPLEMENTARY GENERAL CONDITIONS

The CANADIAN STANDARD CONSTRUCTION DOCUMENT, CCDC 12, Architects, 1974, STIPULATED PRICE CONTRACT is amended as follows:

1.01 GC 1 DEFINITIONS

.1 Add new paragraph 1.13:

"Wherever the words or phrases in the left hand column are used throughout the Specifications, they shall be understood, unless context provides otherwise, to mean the words or phrases in the right hand column:

approved	- approved by Architect
satisfactory	- satisfactory to Architect
directed	- directed by Architect
submit	- submit to Architect
make good	- make good to Architect's satisfaction
permitted	- permitted by Architect
inspected	- inspected by Architect"

1.02 GC 8 DELAYS

.1 Add to paragraph 8.3 the following:

"The Owner shall not be liable for any payments in excess of the Contract Price because of an extension of time so mutually decided."

1.03 GC 21 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK

.1 Add to sub-paragraph 21.1(a) the following:

", substantiated by cost breakdown of the Work, in a form acceptable to Architect."

.2 Add to sub-paragraph 21.1(b) the following:

", which shall include overhead, profit, and other charges the Contractor requires and shall represent actual cost to the Owner. Adjustment to the Contract Price shall be based on net quantity difference from original quantity."

.3 Add to sub-paragraph 21.1(c) the following:

"Cost shall be actual net cost to Contractor, excluding overhead and profit. Fee shall be a percentage, as listed below, and shall include overhead and profit. Overhead includes the following:

- .1 The Contractor's head office expenses.
- .2 The salaries of superintendents, engineers, timekeepers, accountants, clerks, watchmen, and similar personnel employed directly on the Work. Wages of workmen and foreman and the assessments thereon for Workmen's Compensation, Unemployment Insurance, vacation with pay, and Canada Pension payments, etc., are part of the actual cost.
- .3 Use of temporary offices, sheds, etc., including cost of telephone, light, power, and heat used therein.
- .4 Insurance premiums.
- .5 Licenses and permits, except when these are special for a particular item of Work.

Within the scope of the Contractor's own forces, the mark-up for overhead shall not be more than 10%, and the mark-up for profit shall not be more than 10%.

- 1.03 GC 21 (continued)
- .3 Within the scope of the subtrades, other than Contractor's own forces, the mark-up by subtrades for overhead shall not be more than 10%, and the mark-up for profit shall not be more than 5%; the Contractor's mark-up for overhead and profit combined, shall not be more than 5%."
- 1.04 GC 22 APPLICATION FOR PAYMENT
- .1 Delete paragraph 22.3 and substitute the following:
- "The Contractor shall submit to the Architect for approval, at least two weeks before the first application for payment, a schedule of values of the various parts of the Work, aggregating the total amount of the Contract Price and divided so as to facilitate evaluation of applications for payment."
- .2 Add new paragraph 22.7:
- "With the second and all subsequent applications for payment, except the final and release of holdback applications, the Contractor shall submit a Statutory Declaration on CCA Form 9B."
- .3 Add new paragraph 22.8:
- "For release of holdback on Work which is 100% complete, the Contractor shall submit Subcontractor's Statutory Declaration on CCA Form 9C, accompanied by Workmen's Compensation Board clearance, along with his Statutory Declaration for progress payments."
- .4 Add new paragraph 22.9:
- "With his invoice for final payment the Contractor shall submit a Statutory Declaration on CCA Form 9A."
- 1.05 GC 23 CERTIFICATES AND PAYMENTS
- .1 Change paragraph 23.2 to read:
- "The Owner shall within thirty (30) days of the receipt of a Certificate of Payment by the Architect, make payment to the Contractor on account in accordance with the provisions of Article A-4 of the Agreement."
- .2 Change last sentence of paragraph 23.7 to read:
- "The Owner shall, within thirty (30) days of receipt of such Certificate, make payment to the Contractor in accordance with the provisions of Article A-4 of the Agreement."
- 1.06 GC 24 TAXES AND DUTIES
- .1 Delete the period at end of paragraph 24.2 and add the following:
- ", except for changes announced before the date of close of tenders, and to take effect at some time thereafter, shall be deemed to be taken into account in the Stipulated Price."
- .2 Delete paragraph 24.3 and substitute the following:
- "The Contract Price shall include Federal Sales Tax and exclude Provincial Sales Tax. The Owner is exempt from paying Provincial Sales Tax and the Contractor shall conform to Appendix "C" Special Provisions for Contract."

1.07 GC 25 LAWS, NOTICES, PERMITS AND FEES

- .1 Add the following to end of paragraph 25.2:

"The Contractor shall apply and pay for the municipal building permit. The Contractor shall co-operate and do all things necessary to expedite and obtain the municipal building permit and shall pick up permit from issuing authority and shall pay all deposits required."

- .2 Add the following to end of paragraph 25.4:

"Whenever standards of the laws, ordinances, rules, and regulations relating to the Work differ, the most stringent standards shall govern."

- .3 Add the following to end of paragraph 25.5:

"Furnish necessary certificates as evidence that the Work installed conforms with laws and regulations of authorities having jurisdiction. These certificates are to be final certificates giving complete clearance of the Work."

1.08 GC 29 PROPERTY INSURANCE

- .1 In first line of paragraph 29.1 interchange the words "Contractor" and "Owner".

- .2 Delete paragraph 29.2 and substitute the following:

"Such coverage shall be provided for by an All Risks Builders' Risk Policy."

- .3 In paragraph 29.4 interchange the words "Contractor" and "Owner".

1.09 GC 32 BONDS

- .1 In second line of paragraph 32.1 change the words "Contractor or provide" to read "Contractor to provide".

- .2 Add to paragraph 32.1 the following:

"The Contractor shall furnish a Performance and Maintenance Bond in the amount of 100% of the Contract Price. Bond shall also provide for payment of legal and Architectural expenses incurred by the Owner as a result of Contractor's default. Where warranties are specified to be more than one year, Bond shall cover for such longer period. Deliver Bond to Owner at time of signing Contract."

1.10 GC 33 WARRANTY

- .1 Delete paragraph 33.1 and substitute the following:

"The Contractor shall correct at his own expense any defects in the Work due to non-compliance with Contract Documents, faulty products, and/or workmanship appearing within a period of one year from the date of Substantial Performance, or within such longer period as may be specifically provided for in the Specifications."

1.11 GC 34 CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF WORK

- .1 Add to paragraph 34.4 the following:

"Where there is any uncertainty due to any such error, inconsistencies, or omissions, the Contractor shall not proceed with Work until he obtains clarification of the Contract Documents. Additional Work made necessary because of failure by Contractor to obtain clarification of errors, inconsistencies, or omissions in the Contract Documents shall be done at no expense to the Owner."

- 1.11 GC 34 (continued)
- .2 Add new paragraph 34.5:
- "No payments for extra Work shall be allowed to the Contractor for conditions which can be determined by examination of the Contract Documents or the site, or both."
- 1.12 GC 36 LABOUR AND PRODUCTS
- .1 Add new paragraph 36.4:
- "All persons employed by the Contractor and his Subcontractors on or in connection with the construction of the Subcontractors Work shall be paid fair wages and shall have hours in conformity with the latest Fair Wage Schedule of the Province of Ontario Toronto Zone."
- 1.13 GC 38 USE OF PREMISES
- .1 Add new paragraph 38.4:
- "The Owner shall have the right to enter and occupy the building in whole or in part for the purpose of placing fittings and equipment or for other uses before completion of Contract. If, in the opinion of Architect, such entry and occupation does not prevent or interfere with the Contractor in the completion of the Contract within time specified. Such entry and occupation shall not be considered as acceptance of the Work or in any way relieve the Contractor from responsibility to complete the Contract."
- 1.14 GC 41 INSPECTION OF WORK
- .1 Add new paragraph 41.6:
- "Where inspection and testing services are specified, the firm employed for such services shall be the firm named by the Architect."
- .2 Add new paragraph 41.7:
- "Where standards of performance are specified and the Work does not comply with the performance specified, such deficiency shall be corrected as directed by the Architect. Subsequent testing to ensure that specified performance is achieved (including retesting by Owner), shall be performed at the Contractor's expense and not paid for from specified cash allowances."
- 1.15 GC 43 SHOP DRAWINGS
- .1 Add to paragraph 43.4 the following:
- "The Contractor shall submit one reproducible sepia and two white prints in roll form. In cases where it is not reasonable to submit the above, submit six copies of manufacturer's illustrations, diagrams, performance charts, brochures, and other data to illustrate details of a portion of the Work, each item identified with reference to the Specification designation. The Contractor shall be responsible for cost of reproducing sepia prints. All submittals shall be in metric scale, with imperial in brackets."
- .2 Add new paragraph 43.7:
- "Shop drawing reviews do not authorize changes in cost or time. Changes involving cost or time are authorized only by a signed Change Order."
- .3 Add new paragraph 43.8:
- "Do not proceed with Work dependent on shop drawings until Architect's and Contractor's final review have been given."

1.15 GC 43 (continued)

.4 Add new paragraph 43.9:

"Keep one copy of each final corrected shop drawing at the Project site at all times. Provide copies of final corrected shop drawings to jurisdictional authorities when requested."

.5 Add new paragraph 43.10:

"It is understood that the following is to be read in conjunction with the wording on the shop drawing review stamp applied to each and every drawing submitted:

This review by the Architect is for the sole purpose of ascertaining conformance with the general design concept. This review shall not mean that the Architect approves the detail design inherent in the shop drawings, responsibility for which shall remain with the Contractor submitting same, and such review shall not relieve the Contractor of his responsibility for errors or omissions in the shop drawings or of his responsibility for meeting all requirements of the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to fabrication processes or to techniques of construction and installation and for co-ordination of the Work of all subtrades."

1.16 GC 44 SAMPLES

.1 Add new paragraph 44.3:

"Before commencing the Work, the Contractor shall furnish, in duplicate, for the Architect's approval, such samples as he may reasonably require and of the size specified for the various materials. Where changes or modifications of the materials for which samples are submitted are required, the Contractor shall re-submit samples in duplicate embodying the required changes or modifications."

END OF SGC

TENDER FORM

FOR

CENTURY GARDENS
SWIMMING POOL

Name of Contractor: RALSON CONSTRUCTION COMPANY LIMITED

TO: The Mayor and Council of
The Corporation of the City of Brampton

Gentlemen:

1. We, the undersigned, declare that we have carefully examined all Drawings and Specifications and the Addenda numbered: 1, 2, 3.... and the Agreement between Owner and Contractor, and the General Conditions of the Contract of the Canadian Standard Construction Document, CCDC 12, Architects, 1974, Stipulated Price Contract, as supplemented for this Project; and the Instructions to Tenderers; and visited and investigated the site, and examined all conditions affecting the Work; and if notified in writing of the acceptance of this Tender within sixty (60) days of the date below, we agree to provide all materials and perform all Work shown and described in these Documents

for the Stipulated Price of: NINE HUNDRED
AND FIFTEEN
THOUSAND (\$ 915,000) in

lawful money of Canada; included in which are all applicable Federal and Excise Taxes, customs duties, freight, exchange, and all other charges.

2. The undersigned agrees, if notified of award of a Contract, to immediately commence Work actively and to complete Work of construction on the Project, ready for occupancy, within 32 weeks.

3. In the Stipulated Price the following Subcontractors are carried and they will perform the Work indicated:

MECHANICAL (Work included in Division 15 of the Specifications)

: ..HUMBER PLUMBING AND HEATING LTD.....
: Subcontractor's Tender: \$ 139,850.00..... ✓

ELECTRICAL (Work included in Division 16 of the Specifications)

: R. THOMAS ELECTRIC CO. LTD..... ✓
: Subcontractor's Tender: \$ 46,600.00..... ✓

4. The undersigned agrees that the List of Subcontractors, Appendix "A", completed and submitted in accordance with Instructions to Tenderers, lists the Subcontractors who will perform the Work indicated.

5. The undersigned agrees that Unit Prices referred to in Article GC 21, Valuation and Certification of Changes in the Work, of the General Conditions of the Contract, and as submitted on Appendix "B" in accordance with Instructions to Tenderers, will apply to changes to the Contract where applicable.

6. The undersigned agrees that the fees for Work not covered by unit prices referred to in Article GC 21, Valuation and Certification of Changes in the Work, of the General Conditions of the Contract and amended by the Supplementary General Conditions, will apply to changes to the Contract where applicable.

7. The undersigned submits the following Separate Prices specified in Section 01050 of the Specifications.

The Stipulated Sum quoted for work, excludes Work specified in Section 01050 as Separate Prices for:

1. Connecting corridor adjacent existing Community Centre from existing School to Swimming Pool addition amounts to:

..... T.W. INT. J. ONE THOUSAND
..... Dollars (\$ 21,000)

7. Separate Prices (continued)

2. Stantrol Automatic Control for swimming pool amounts to:

..... Sixteen Thousand and
Seven hundred Dollars (\$16,700.....)

3. Unilok Automatic Control for swimming pool amounts to:

..... Not Available
..... Dollars (\$.....)

8. The undersigned hereby submits an Agreement to Bond which clearly shows we are able to obtain a 100% Performance Bond, in accordance with Article GC 32 Bonds, of the General Conditions and amended by the Supplementary General Conditions.

9. The undersigned hereby declares that we have carefully examined the site of the proposed Work and existing conditions; the requirements of the construction schedule; and have satisfied ourselves that the Subcontractors, material suppliers, and equipment suppliers on which this Tender is based are capable of meeting all requirements of the schedule, and of executing the Work in accordance with the Drawings and Specifications, the Instructions to Tenderers, Tender Form, and Form of Agreement, together with Addenda listed in paragraph 1. of this Tender Form.

10. The undersigned agrees that this Tender is valid and subject to acceptance by the Owner for a period of sixty (60) days from date of Tender receipt, and that if notified of award of the Contract we will within ten days:

1. execute a Contract with the Owner on the specified Form of Agreement.
2. furnish to the Owner, in care of the Architect, copies of insurance policies as required by the General Conditions of the Contract.
3. furnish a Performance and Maintenance Bond, Appendix "G", issued by a Surety acceptable to the Owner in the amount of 100% of the Contract Amount to ensure the full and proper completion of the Contract.
4. a Workmen's Compensation Declaration properly signed and witnessed.

11. The undersigned submits a certified cheque, bank draft, or bid bond in an amount equal to 10% of the Tender Price made payable to the Owner carrying a 60 day time limit from the time set for receipt of Tenders, which may be used in part or in whole, at the discretion of the Owner, in the event the undersigned fails to enter into a Contract for the Work when notified.

12. We have attached to this Tender Form the following documents:

1. List of Subcontractors, Appendix "A".
2. Unit Prices, Appendix "B".
3. Equipment List, Appendix "C".
4. Alternatives, Appendix "D".
5. Special Provisions for Contract, Appendix "E".
6. Certificate of Liability Insurance, Appendix "F".
7. Bid Bond.
8. Agreement to Bond.

13. Signature of Tenderer:

RALPH CONSTRUCTION CO LTD

.....
(Name of Firm)

.....
TORONTO

.....
(Dated at)

Ralph Aquino
.....

(Signed by)

RALPH AQUINO, PRESIDENT

.....
(This 19th day of DECEMBER 1978)

Silent
.....

(Witnessed by)

SEAL

Tenders by Limited companies shall be submitted under corporate seal.

Tenders by individuals or partnerships shall be witnessed.

APPENDIX "A"
LIST OF SUBCONTRACTORS

1. Herewith is the list of Subcontractors to which reference is made on the submitted Tender Form.

to: The Corporation of the City of Brampton

by: RALSON CONSTRUCTION COMPANY LIMITED.....

:

2. Appendix "A" shall form an integral part of the Tender Form.

3. No changes to the List of Subcontractors will be allowed without the Architect's express written permission.

4. List each Subcontractor by his firm's proper legal designation, and to indicate whether his business is carried on as an individual, partnership, or limited company.

5. The undersigned submits that in proposing the undermentioned Subcontractors he has consulted each and has ascertained to his complete satisfaction that those named are fully acquainted with the extent and nature of the Work involved and of the proposed construction schedule, and that they will execute the Work to conform to the requirements of the Contract Documents.

6. LIST OF SUBCONTRACTORS:

Earthwork	..... <u>RALSON</u>	
Foundation Drainage	..... <u>RALSON</u>	
Paving	..... <u>WALLEN</u> 6500	
Chain Link Fencing	..... <u>H.W.T. Fencing</u> 2700	
Hard Landscaping	..... <u>McLEAN TIESTER</u>	} 40000
Soft Landscaping	..... <u>McLEAN TIESTER</u>	
Concrete Supply	..... <u>McCORD</u>	
Concrete Formwork	..... <u>RALSON</u>	15000

6. LIST OF SUBCONTRACTORS (continued)

Concrete Reinforcing	..... INNIS PALKIN	5000
Concrete Placing	..... RALSON	
Precast Structural Concrete	..... GENERAL CONCRETE	13,500
Unit Masonry	..... DE LUCA MASCHERINI	54000
Structural Steel	..... RALSON ESTIMATE	
Metal Decking	..... RALSON ESTIMATE	
Miscellaneous Metals	..... V. SCOTTIN STEEL	14000
Rough Carpentry	..... RALTON	
Glue Laminated Timber	..... KUPPERS	61,000
Timber Deck	..... KUPPERS	71,000
Finishing Carpentry	..... RALTON	
Fluid Elastomeric Waterproofing	..... RALSON	
Thermal Insulation	..... RALSON	26500
Preformed Metal Siding	..... PEEPLES	18500
Built-up Bituminous Roofing	..... NORTHLAND	
Flashing and Sheet Metal	..... NORTHLAND	
Plastic Skylights	..... ARCHITECTURAL PLASTICS	
Caulking and Sealants	..... RALSON	
Hollow Metal Doors and Frames	..... KAL DOOR	
Wood Doors	..... NATIONAL MILL WORK	7500
Overhead Doors	..... KINKEER	
Aluminum Windows and Entrances	..... SENTINEL AL	41918
Finishing Hardware	..... CASH ALLOWANCE	
Glass and Glazing	..... SENTINEL	

6. LIST OF SUBCONTRACTORS (continued)

- Lath and Plaster *Northwest* 9000
- Gypsum Wallboard *Northwest*
- Ceramic Tile *LEADER*
- Acoustic Treatment *RALSON*
- Resilient Flooring *BUCHANAN*
- Special Wall Coatings *RALSON*
- Painting *RALSON* 15000
- Compartments and Cubicles *W. G. WOOD SALES*
- Washroom Accessories *WATROBS*
- Miscellaneous Specialties *CONSTRUCTION SPECIALTIES*
- Swimming Pool *LOARING CONST.* 18900

7. Signature of Tenderer:

RALSON CONSTRUCTION CO. LTD.

(Name of Firm)

Ralph Aquino

(Signed by)

RALPH AQUINO, PRESIDENT

TORONTO

(Dated at)

(This 19th day of DECEMBER 1978)

75000000 12000000

APPENDIX "B"
UNIT PRICES

1. Herewith is the list of Unit Prices, to which reference is made on the submitted Tender Form.

to: The Corporation of the City of Brampton

by: RALTON CONSTRUCTION COMPANY LIMITED

:

2. It is agreed and understood that the following Unit Prices as referred to in Article GC 21.1(b) of the General Conditions of the Contract, CCDC 12, Architects, 1974, Stipulated Price Contract, and as supplemented for this Project will apply to changes to the Contract. Included in Unit Prices are materials, labour, equipment, delivery handling, statutory charges, overhead and profit, other related charges, and inclusive of all duties and taxes applicable, and similar charges on account of such Work, measured complete in place.

3. In addition to the above, the undersigned agrees to submit, when requested by the Architect, such other Unit Prices as the Owner may require for the purpose of establishing payment for adjustments to the Contract Amount on account of authorized additions or deductions to Work of the Contract, such Unit Prices shall be based on prices submitted for the Work included in the Tender.

4. UNIT PRICES

- | | |
|--|--|
| 1. Machine excavation, 0 - 1.2 m
including disposal | EXTRA \$12. ⁰⁰ ... CREDIT \$3. ⁰⁰ ... per m ³ |
| 2. Machine excavation, 1.2 - 2.4 m
including disposal | EXTRA \$14. ⁰⁰ ... CREDIT \$3. ⁰⁰ ... per m ³ |
| 3. Machine excavation, 2.4 - 3.6 m
including disposal | EXTRA \$16. ⁰⁰ ... CREDIT \$3. ⁰⁰ ... per m ³ |
| 4. Hand excavation, 0 - 1.2 m
including disposal | EXTRA \$110. ⁰⁰ ... CREDIT \$40. ⁰⁰ ... per m ³ |
| 5. Hand excavation, 1.2 - 2.4 m
including disposal | EXTRA \$140. ⁰⁰ ... CREDIT \$50. ⁰⁰ ... per m ³ |

APPENDIX "C"
EQUIPMENT LIST

1. Herewith is the Equipment List, to which reference is made on the submitted Tender Form.

to: The Corporation of the City of Brampton

by: *Paljon Construction Company Limited*

2. Appendix "C" shall form an integral part of the Tender Form.

3. No changes to the Equipment List will be allowed without the Architect's express written permission.

4. List each equipment manufacturer proposed for use in the Work, and selected from several names listed in the Specification Sections, for the following:

- Plumbing Fixtures & Drainage Products *Canadian Divers' Wash*
- Pool Filters *NOT AVAILABLE*
- Main Pool Heater *NOT AVAILABLE*
- Hydro Therapy Pool Heater *NOT AVAILABLE*
- Pool Chlorinators *NOT AVAILABLE*
- Pool D E and Soda Ash Feeder *NOT AVAILABLE*
- Pool Pumps *NOT AVAILABLE*
- Pool Fittings *NOT AVAILABLE*
- Air Supply Unit *Fenner*
- Fans *Quenick Canadian Blower*
- Uniheaters *Fenner*
- Registers and Diffusers *Ditrus*
- Automatic Temperature Controls *Honeywell*

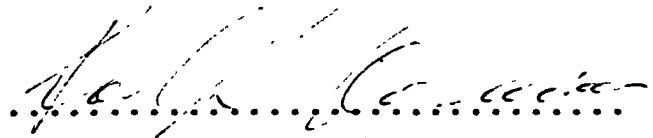
6. Signature of Tenderer:

RALPH CONSTRUCTION CO LTD

(Name of Firm)

TORONTO

(Dated at)



(Signed by)

RALPH AQUINO, PRESIDENT

(This 19th day of DECEMBER 1978)

APPENDIX "D"
ALTERNATIVES

1. Herewith is the list of Alternative Prices to which reference is made on the submitted Tender Form.

to: The Corporation of the City of Brampton

by: RALJON CONSTRUCTION COMPANY LIMITED

2. The undersigned submits the following alternatives prices for your consideration and hereby agrees to amend the Stipulated Sum by the amounts stated, should the Alternative Prices be accepted.

3. ALTERNATIVE PRICES

	Add	Deduct
1.	\$.....	\$.....
2.	\$.....	\$.....
3.	\$.....	\$.....
4.	\$.....	\$.....
5.	\$.....	\$.....
6.	\$.....	\$.....
7.	\$.....	\$.....
8.	\$.....	\$.....
9.	\$.....	\$.....
10.	\$.....	\$.....
11.	\$.....	\$.....
12.	\$.....	\$.....
13.	\$.....	\$.....

Not Applicable

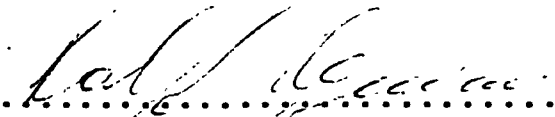
4. Signature of Tenderer:

RALPH CONSTRUCTION CO LTD

(Name of Firm)

TORONTO

(Dated at)



.....

(Signed by)

RALPH AQUINO, PRESIDENT

(This 19th day of DECEMBER 1978)

CONTRACT # 78-74

CENTURY GARDENS SWIMMING POOL

ADDENDUM #2

The Following deletions, and amendments contained herein are part of the Contract Documents.

1.0 Instructions to Tenderers for Century Gardens Swimming Pool

- .1 Delete last line of paragraph 1.04.2 and substitute the following:
"not later than 2:00 p.m. local time, on Tuesday December 19, 1978."
- .2 Delete last line of paragraph 1.05.2 and substitute the following:
"not later than 3:00 p.m. local time, on Friday December 15, 1978."

NAME OF FIRM - RALION CONSTRUCTION COMPANY LIMITED

SIGNATURE

[Handwritten Signature]

This addendum must be signed and returned with the tender submission.

TENDER FORM

FOR

CENTURY GARDENS
SWIMMING POOL

Name of Contractor: RALSON CONSTRUCTION COMPANY LIMITED

TO: The Mayor and Council of
The Corporation of the City of Brampton

Gentlemen:

1. We, the undersigned, declare that we have carefully examined all Drawings and Specifications and the Addenda numbered: 1, 2, 3.... and the Agreement between Owner and Contractor, and the General Conditions of the Contract of the Canadian Standard Construction Document, CCDC 12, Architects, 1974, Stipulated Price Contract, as supplemented for this Project; and the Instructions to Tenderers; and visited and investigated the site, and examined all conditions affecting the Work; and if notified in writing of the acceptance of this Tender within sixty (60) days of the date below, we agree to provide all materials and perform all Work shown and described in these Documents

for the Stipulated Price of: NINE HUNDRED
AND FIFTEEN
HUNDRED (\$ 915,000) in

lawful money of Canada; included in which are all applicable Federal and Excise Taxes, customs duties, freight, exchange, and all other charges.

2. The undersigned agrees, if notified of award of a Contract, to immediately commence Work actively and to complete Work of construction on the Project, ready for occupancy, within 32 weeks.

3. In the Stipulated Price the following Subcontractors are carried and they will perform the Work indicated:

MECHANICAL (Work included in Division 15 of the Specifications)

: ..HUMBER PLUMBING AND HEATING LTD.....
: Subcontractor's Tender: \$ 139,850.00 ✓

ELECTRICAL (Work included in Division 16 of the Specifications)

: R. THOMAS ELECTRIC CO. LTD. ✓
: Subcontractor's Tender: \$ 46,600.00 ✓

4. The undersigned agrees that the List of Subcontractors, Appendix "A", completed and submitted in accordance with Instructions to Tenderers, lists the Subcontractors who will perform the Work indicated.

5. The undersigned agrees that Unit Prices referred to in Article GC 21, Valuation and Certification of Changes in the Work, of the General Conditions of the Contract, and as submitted on Appendix "B" in accordance with Instructions to Tenderers, will apply to changes to the Contract where applicable.

6. The undersigned agrees that the fees for Work not covered by unit prices referred to in Article GC 21, Valuation and Certification of Changes in the Work, of the General Conditions of the Contract and amended by the Supplementary General Conditions, will apply to changes to the Contract where applicable.

7. The undersigned submits the following Separate Prices specified in Section 01050 of the Specifications.

The Stipulated Sum quoted for work, excludes Work specified in Section 01050 as Separate Prices for:

- 1. Connecting corridor adjacent existing Community Centre from existing School to Swimming Pool addition amounts to:

..... T.W. INT. J. ONE Thomas
..... Dollars (\$ 21,000)

7. Separate Prices (continued)

2. Stantrol Automatic Control for swimming pool amounts to:

..... Sixteen Thousand and
Seven hundred Dollars (\$... 16,700)

3. Unilok Automatic Control for swimming pool amounts to:

..... Not Available
..... Dollars (\$.....)

8. The undersigned hereby submits an Agreement to Bond which clearly shows we are able to obtain a 100% Performance Bond, in accordance with Article GC 32 Bonds, of the General Conditions and amended by the Supplementary General Conditions.

9. The undersigned hereby declares that we have carefully examined the site of the proposed Work and existing conditions; the requirements of the construction schedule; and have satisfied ourselves that the Subcontractors, material suppliers, and equipment suppliers on which this Tender is based are capable of meeting all requirements of the schedule, and of executing the Work in accordance with the Drawings and Specifications, the Instructions to Tenderers, Tender Form, and Form of Agreement, together with Addenda listed in paragraph 1. of this Tender Form.

10. The undersigned agrees that this Tender is valid and subject to acceptance by the Owner for a period of sixty (60) days from date of Tender receipt, and that if notified of award of the Contract we will within ten days:

1. execute a Contract with the Owner on the specified Form of Agreement.
2. furnish to the Owner, in care of the Architect, copies of insurance policies as required by the General Conditions of the Contract.
3. furnish a Performance and Maintenance Bond, Appendix "G", issued by a Surety acceptable to the Owner in the amount of 100% of the Contract Amount to ensure the full and proper completion of the Contract.
4. a Workmen's Compensation Declaration properly signed and witnessed.

11. The undersigned submits a certified cheque, bank draft, or bid bond in an amount equal to 10% of the Tender Price made payable to the Owner carrying a 60 day time limit from the time set for receipt of Tenders, which may be used in part or in whole, at the discretion of the Owner, in the event the undersigned fails to enter into a Contract for the Work when notified.

12. We have attached to this Tender Form the following documents:

1. List of Subcontractors, Appendix "A".
2. Unit Prices, Appendix "B".
3. Equipment List, Appendix "C".
4. Alternatives, Appendix "D".
5. Special Provisions for Contract, Appendix "E".
6. Certificate of Liability Insurance, Appendix "F".
7. Bid Bond.
8. Agreement to Bond.

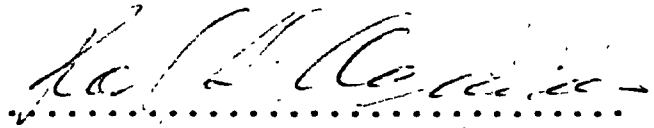
13. Signature of Tenderer:

RALPH CONSTRUCTION CO LTD

.....
(Name of Firm)

TORONTO

.....
(Dated at)


.....
(Signed by)

RALPH AQUINO, PRESIDENT

.....
(This 19th day of DECEMBER 1978)


.....
(Witnessed by)

SEAL

Tenders by Limited companies shall be submitted under corporate seal.

Tenders by individuals or partnerships shall be witnessed.

APPENDIX "A"
LIST OF SUBCONTRACTORS

1. Herewith is the list of Subcontractors to which reference is made on the submitted Tender Form.

to: The Corporation of the City of Brampton

by: *RALSON CONSTRUCTION COMPANY LIMITED*.....

:

2. Appendix "A" shall form an integral part of the Tender Form.

3. No changes to the List of Subcontractors will be allowed without the Architect's express written permission.

4. List each Subcontractor by his firm's proper legal designation, and to indicate whether his business is carried on as an individual, partnership, or limited company.

5. The undersigned submits that in proposing the undermentioned Subcontractors he has consulted each and has ascertained to his complete satisfaction that those named are fully acquainted with the extent and nature of the Work involved and of the proposed construction schedule, and that they will execute the Work to conform to the requirements of the Contract Documents.

6. LIST OF SUBCONTRACTORS:

Earthwork	<i>RALSON</i>	
Foundation Drainage	<i>RALSON</i>	
Paving	<i>WARRIN 6310</i>	
Chain Link Fencing	<i>H.W.T. fencing 2700</i>	
Hard Landscaping	<i>MCLEAN T.I.E.S.T.E.R.</i>	} 40000
Soft Landscaping	<i>MCLEAN T.I.E.S.T.E.R.</i>	
Concrete Supply	<i>MC CORD</i>	
Concrete Formwork	<i>RALSON</i>	15000

6. LIST OF SUBCONTRACTORS (continued)

Concrete Reinforcing	..... INNIS PALKIN	5000
Concrete Placing	..... RALSON	
Precast Structural Concrete	..... GENERAL CONCRETE	13,500
Unit Masonry	..... DE LUCA MASHARINI	54000
Structural Steel	..... RALSON ESTIMATE	
Metal Decking	..... RALSON ESTIMATE	
Miscellaneous Metals	..... VISCONTI STEEL	14000
Rough Carpentry	..... RALSON	
Glue Laminated Timber	..... KOPPERS	61,000
Timber Deck	..... KOPPERS	71,000
Finishing Carpentry	..... RALSON	
Fluid Elastomeric Waterproofing	..... RALSON	
Thermal Insulation	..... RALSON	26,500
Preformed Metal Siding	..... PEERLES	18,500
Built-up Bituminous Roofing	..... NORTHLAND	
Flashing and Sheet Metal	..... NORTHLAND	
Plastic Skylights	..... ARCHITECTURAL PLASTICS	5,500
Caulking and Sealants	..... RALSON	
Hollow Metal Doors and Frames	..... KAL DOOR	
Wood Doors	..... NATIONAL MILLWORK	7000
Overhead Doors	..... KINKEE	
Aluminum Windows and Entrances	..... SENTINEL AL	41918
Finishing Hardware	..... CASH ALLOWANCE	
Glass and Glazing	..... SENTINEL	

6. LIST OF SUBCONTRACTORS (continued)

Lath and Plaster *NORTH WEST* 1000

Gypsum Wallboard *NORTH WEST*

- Ceramic Tile *LEADER*

Acoustic Treatment *RALSON*

- Resilient Flooring *BUCHANAN*

Special Wall Coatings *RALSON*

Painting *RALSON* 15000

Compartments and Cubicles *W. G. WOOD SALES*

Washroom Accessories *WATSONS*

Miscellaneous Specialties *CONSTRUCTION SPECIALTIES*

Swimming Pool *LEADING CONST.* 18900

7. Signature of Tenderer:

RALSON CONSTRUCTION CO. LTD.

(Name of Firm)

Ralph Aquino

(Signed by)

RALPH AQUINO, PRESIDENT

TORONTO

(Dated at)

(This 19th day of DECEMBER 1978)

12000⁰⁰

APPENDIX "B"
UNIT PRICES

1. Herewith is the list of Unit Prices, to which reference is made on the submitted Tender Form.

to: The Corporation of the City of Brampton

by: RALTON CONSTRUCTION COMPANY LIMITED

:

2. It is agreed and understood that the following Unit Prices as referred to in Article GC 21.1(b) of the General Conditions of the Contract, CCDC 12, Architects, 1974, Stipulated Price Contract, and as supplemented for this Project will apply to changes to the Contract. Included in Unit Prices are materials, labour, equipment, delivery handling, statutory charges, overhead and profit, other related charges, and inclusive of all duties and taxes applicable, and similar charges on account of such Work, measured complete in place.

3. In addition to the above, the undersigned agrees to submit, when requested by the Architect, such other Unit Prices as the Owner may require for the purpose of establishing payment for adjustments to the Contract Amount on account of authorized additions or deductions to Work of the Contract, such Unit Prices shall be based on prices submitted for the Work included in the Tender.

4. UNIT PRICES

- | | | |
|--|--|--------------------|
| 1. Machine excavation, 0 - 1.2 m
including disposal | EXTRA \$1.2 ⁰⁰ ... CREDIT \$3 ⁰⁰ ... | per m ³ |
| 2. Machine excavation, 1.2 - 2.4 m
including disposal | EXTRA \$1.4 ⁰⁰ ... CREDIT \$3 ⁰⁰ ... | per m ³ |
| 3. Machine excavation, 2.4 - 3.6 m
including disposal | EXTRA \$1.6 ⁰⁰ ... CREDIT \$3 ⁰⁰ ... | per m ³ |
| 4. Hand excavation, 0 - 1.2 m
including disposal | EXTRA \$1.10 ⁰⁰ ... CREDIT \$70 ⁰⁰ ... | per m ³ |
| 5. Hand excavation, 1.2 - 2.4 m
including disposal | EXTRA \$1.40 ⁰⁰ ... CREDIT \$52 ⁰⁰ ... | per m ³ |

APPENDIX "C"
EQUIPMENT LIST

1. Herewith is the Equipment List, to which reference is made on the submitted Tender Form.

to: The Corporation of the City of Brampton

by: *Halton Construction Company Limited*.....
:

2. Appendix "C" shall form an integral part of the Tender Form.

3. No changes to the Equipment List will be allowed without the Architect's express written permission.

4. List each equipment manufacturer proposed for use in the Work, and selected from several names listed in the Specification Sections, for the following:

- Plumbing Fixtures & Drainage Products *American Overseas, Waco*
- Pool Filters *NOT AVAILABLE*
- Main Pool Heater *NOT AVAILABLE*
- Hydro Therapy Pool Heater *NOT AVAILABLE*
- Pool Chlorinators *NOT AVAILABLE*
- Pool D E and Soda Ash Feeder *NOT AVAILABLE*
- Pool Pumps *NOT AVAILABLE*
- Pool Fittings *NOT AVAILABLE*
- Air Supply Unit *Lennox*
- Fans *Quendek Canadian Blower*
- Uniheaters *Lennox*
- Registers and Diffusers *Ditrus*
- Automatic Temperature Controls *Honeywell*

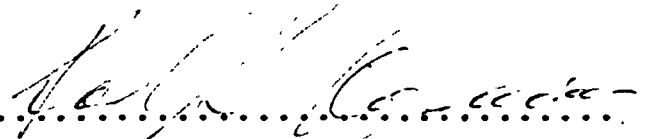
6. Signature of Tenderer:

RALPH CONSTRUCTION CO LTD
.....

(Name of Firm)

TORONTO
.....

(Dated at)



(Signed by)

RALPH ADINO, PRESIDENT

(This 19th day of DECEMBER 1978)

APPENDIX "D"
ALTERNATIVES

1. Herewith is the list of Alternative Prices to which reference is made on the submitted Tender Form.

to: The Corporation of the City of Brampton

by: RALSON CONSTRUCTION COMPANY LIMITED

2. The undersigned submits the following alternatives prices for your consideration and hereby agrees to amend the Stipulated Sum by the amounts stated, should the Alternative Prices be accepted.

3. ALTERNATIVE PRICES

	Add	Deduct
1.	\$.....	\$.....
2.	\$.....	\$.....
3.	\$.....	\$.....
4.	\$.....	\$.....
5.	\$.....	\$.....
6.	\$.....	\$.....
7.	\$.....	\$.....
8.	\$.....	\$.....
9.	\$.....	\$.....
10.	\$.....	\$.....
11.	\$.....	\$.....
12.	\$.....	\$.....
13.	\$.....	\$.....

Not Applicable

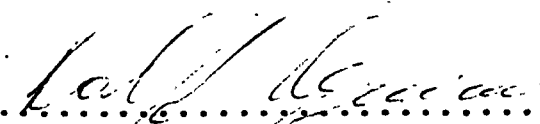
4. Signature of Tenderer:

RALPH CONSTRUCTION Co Ltd

(Name of Firm)

TORONTO

(Dated at)



.....

(Signed by)

RALPH AQUINO, PRESIDENT

.....
(This 19th day of DECEMBER 1978)

CONTRACT # 78-74

CENTURY GARDENS SWIMMING POOL

ADDENDUM #2

The Following deletions, and amendments contained herein are part of the Contract Documents.

1.0 Instructions to Tenderers for Century Gardens Swimming Pool

- .1 Delete last line of paragraph 1.04.2 and substitute the following:
"not later than 2:00 p.m. local time, on Tuesday December 19, 1978."
- .2 Delete last line of paragraph 1.05.2 and substitute the following:
"not later than 3:00 p.m. local time, on Friday December 15, 1978."

NAME OF FIRM - RALION CONSTRUCTION COMPANY LIMITED

SIGNATURE *[Handwritten Signature]*

This addendum must be signed and returned with the tender submission.