

## THE CORPORATION OF THE CITY OF BRAMPTON

# **BY-LAW**

Number \_\_\_\_\_ 65-79

To authorize the execution of an agreement with BAU CANADA LIMITED Contract No.79-01 (Knightsbridge Senior Citizens and Community Centre).

WHEREAS it is deemed expedient to enter into and execute Contract No. 79-01 with Bau Canada Limited;

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

- That the City of Brampton enter into and execute Contract No. 79-01 with Bau Canada 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. 79-01 with Bau Canada Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 9th day of April 1979.

James E. ARCHDEKIN, Mayor

Raiph A. EVERETT, Acting Clerk



# Stipulated price contract

project



Canadian construction documents committee



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

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Canadian construction documents committee

CANADIAN STANDARD CONSTRUCTION DOCUMENT CCDC 2, Engineers, 1974 and CCDC 12, Architects, 1974 STIPULATED PRICE CONTRACT

## AN INTRODUCTION

The Canadian Construction Documents Committee (formerly The Canadian Joint Committee on Construction Documents and Procedures) introduces for your acceptance and use two new documents, CCDC 2, Engineers, 1974 and CCDC 12, Architects, 1974 for Stipulated Price Contract containing the Owner/Contractor Agreement and General Conditions of the Stipulated Price Contract.

With the introduction of these documents, the former ACEC/CCA/EIC 2 and RAIC/CCA 12, 1966 are now obsolete.

The new documents are more than a simple revision, up-dating and new format but rather represent many months of study and discussion of the fundamental purpose and use of the documents as they relate to current and future needs of the industry.

It is the strong recommendation of this Committee that the use of supplements to these documents be kept to a minimum.

The Committee is currently reviewing the existing Guide to Contract Administration and this will contain recommendations for suitable supplements where such are likely to be required.

We appreciate the contribution of all who have submitted comment and have given guidance in the preparation of these documents. We make no claim to having produced a perfect document and will continue to welcome your comment. The problems, if any, will only become apparent with use and we will give serious consideration to written explanations of difficulties which you may experience.

Comment and enquiries should be directed to:

The Secretary, Canadian Construction Documents Committee, 151 O'Connor Street, Ottawa, Canada K2P 1T2.



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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.
in the year Nineteen hundred and Seventy Nine.
by and between
The Corporation of the City of Brampton
hereinafter called the "Owner"
and
Bau Canada Limited.
hereinafter called the "Contractor"
witnesseth: 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 The Knightsbridge
Senior Citizen and Community Centre (insert here the title of the Work and the Project)
which have been signed in Stafford, Haensli,
Architects.
(b) do and fulfill everything indicated by this Agreement, and
(c) commence the Work by the
perform the Work of this Contract as certified by the Architect by the 28thday of
19.7.9.

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## ARTICLE A-2 CONTRACT DOCUMENTS

12-2

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.

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## ARTICLE A-3 CONTRACT PRICE

(S .323, 964, 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.

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(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	270 Toryork Road,
	street and number and postal box number if applicable
	Weston, Ontario M9L lYl
	post office or district, province, postal code
The Architect at	50 Port Street East,
	street and number and postal box number if applicable
··· ···;	Mississauga, Ontario L5G 1C1 post office or district, province, postal code

## 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 i' i	Contractor
The Corporation of the City of	Bau Canada Limited
signed' 1.1	signed A. LTUNST Pres
name and title	name and title
signed	signed
name and title	name and title

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.

## 12 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.

## 17 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.

### 18 Place of Building

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

## 19 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 applicate 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

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

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- 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.
- 87 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

- 91 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.

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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 if 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 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 deficiences 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 aforegoing 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.

## 2. C. STATISES IN THE WORK

Concern through the Architect, without invalidating the Concern, may make changes by altering, adding to, concerning 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 the 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.

## GOD 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 9 HM-

23 1 The Architect shall, within 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.

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- The Owner shall within boards? days of the issuance of a certificate for payment by the explored make payment to the Contractor on account in accordance with the provisions of Article Areas of the Areas areas.
- 20.3 Notwith standing 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 Notwitnstanding 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 i 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 arcest, 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.
- 23.6 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. 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.

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.

#### **PROTECTION OF WORK AND PROPERTY** GC 30

- 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.

29.2

29.3

- 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<sup>'4</sup> 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 or 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 responible 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.

# TENDER FORM - CONTRACT NO. 79-01 KNIGHTSBRIDGE SENIOR CITIZEN AND COMMUNITY CENTRE DEPARTMENT OF PARKS & RECREATION THE CORPORATION OF THE CITY OF BRAMPTON

Name of Contractor ... BAU CANADA LIMITED

TO: The Mayor and Council of the Corporation of the City of Brampton, Supply and Services Section, 6th Floor, 24 Queen Street East, Brampton, Ontario. L6V 1A4 Attention: Mr. M.S. Lingard, Purchasing Agent

Dear Sir:

.1 We, the undersigned, declare that we have carefully examined all contract documents listed in the Instructions to Bidders, and the addenda numbered .nil, 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 60 (sixty) days of the date below,

to provide all materials and perform all work shown and described in these documents for the Stipulated Price of:

Three hundred-nine.thousand Eight Thirty Six \_\_\_\_\_ DOLLARS (\$ 309)

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

- .2 Enclosed is a Bid Bond or certified cheque in the amount of \$25,000.00 made out in the name of the Corporation of the City of Brampton, as well as an Agreement to Bond from an approved bonding company stating that they will enter into a 100% performance bond, as well as a labour and material payment bond, if the tenderer is successful.
- .3 It is agreed and understood that the following fees as referred to in Article GC 21(c) of the Canadian Standard Construction Document CCDC 12, 1974, will apply to changes to the Contract not covered by Unit Prices.

(a) Within the scope of the Contractor's work:

	Statutory Charges on Labour	Overhead	Profit
Extra	<u>28_</u> %	<u>   10 </u> %	<u> </u>
Credit	§	§	<sup>g</sup>

TENDER FORM Page 1 of 4

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## APPENDIX 'A'

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We propose to have the following sub-contractor perform work on this project and which are an integral part of the tender. Where we propose to do the work ourselves, we have so noted by inserting the "Contractor".

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Glued Laminated Timber       KOPPERS         Structural Timber and Wood Deck       CONTRACTOR         Miscellaneous Metals       CONTRACTOR         Millwork       CONTRACTOR         Insulation       CONTRACTOR         Membrane Roofing       LE BARAE         Caulking       CONTRACTOR         Hollow metal doors, frames and screens       CONTRACT HOWE         Miscellaneous Glass and Glazing       CROWN         Aluminum windows       CROWN	NAME OF CONTRACTOR DAU CANADA
Sodding       CONTRACTOR         Masonry       GRAZIANO         Reinforcing Steel Suppliers       ENNIS - PAIKEN         Glued Laminated Timber       KOPPERI         Structural Timber and Wood Deck       CONTRACTOR         Miscellaneous Metals       CONTRACTOR         Millwork       CONTRACTOR         Insulation       CONTRACTOR         Membrane Roofing       LE BARRE         Caulking       CONTRACTOR         Hollow metal doors, frames and screens       CONTRACTOR         Miscellaneous Glass and Glazing       CROWN         Aluminum windows       CONTRACTOR         Gypsum Drywall       CONTRACTOR         Acoustical Treatment       CASEC INTERIORS	Excavating and Backfilling . CONTRACTON
Masonry       GRAZIANO         Reinforcing Steel Suppliers       ENNIS - PAIKEN         Glued Laminated Timber       KOPPERS         Structural Timber and Wood Deck       CONTRACTOR         Miscellaneous Metals       CONTRACTOR         Millwork       CONTRACTOR         Insulation       CONTRACTOR         Membrane Roofing       LE BARAE         Caulking       CONTRACTOR         Hollow metal doors, frames and screens       CONTRACTOR         Miscellaneous Glass and Glazing       CROWN         Aluminum windows       CROWN         Wood doors       CONTRACTOR         Gypsum Drywall       CONTRACTOR         Acoustical Treatment       CASEL /NTERORS	
Reinforcing Steel Suppliers ENNIS - PAIKEN Glued Laminated Timber Koppers Structural Timber and Wood Deck CONTRACTOR Miscellaneous Metals CONTRACTOR Millwork ConTRACTOR Insulation ConTRACTOR Membrane Roofing LE BARRE Caulking ConTRACTOR Hollow metal doors, frames and screens CONTRACT Hame Miscellaneous Glass and Glazing CROWN Aluminum windows ConTRACTOR Wood doors ConTRACTOR Gypsum Drywall CASEL INTERIORS	Masonry GRAZIANO
Structural Timber and Wood Deck       CONTRACTOR         Miscellaneous Metals       CONTRACTOR         Millwork       Contractor         Insulation       CONTRACTOR         Membrane Roofing       LE BARAE         Caulking       CONTRACTOR         Hollow metal doors, frames and screens       CONTRACT Howe         Miscellaneous Glass and Glazing       CROWN         Aluminum windows       CONTRACTOR         Gypsum Drywall       CONTRACTOR         Acoustical Treatment       CASEL INTERIORS	Reinforcing Steel Suppliers ENNIS - PAIKEN
Miscellaneous Metals       CONTRACTOR         Millwork       ConTRACTOR         Insulation       CONTRACTOR         Membrane Roofing       LE BARDE         Caulking       CONTRACTOR         Hollow metal doors, frames and screens       CONTRACTOR         Miscellaneous Glass and Glazing       CROWN         Aluminum windows       CROWN         Wood doors       CONTRACTOR         Gypsum Drywall       CASEL /NTERJORS         Acoustical Treatment       CASEL /NTERJORS	Glued Laminated Timber
Millwork       CONTRACTOR         Insulation       CONTRACTOR         Membrane Roofing       LE BARAE         Caulking       CONTRACTOR         Hollow metal doors, frames and screens       CONTRACT Howe         Miscellaneous Glass and Glazing       CROWN         Aluminum windows       CROWN         Wood doors       CONTRACTOR         Gypsum Drywall       CASEC /NTERIORS         Acoustical Treatment       CASEC /NTERIORS	Structural Timber and Wood Deck CONTRACTOR
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Insulation CONTRACTOR Membrane Roofing LE BARDE Caulking CONTRACTOR Hollow metal doors, frames and screens CONTRACT HAWE Miscellaneous Glass and Glazing CROWN Aluminum windows CONTRACTOR Wood doors CONTRACTOR Gypsum Drywall CONTRACTOR Acoustical Treatment CRSEL INTERIORS	Millwork CONTRACTOR
Membrane Roofing       LE BARAE         Caulking       CONTRACTOR         Hollow metal doors, frames and screens       CONTRACT Howe         Miscellaneous Glass and Glazing       CROWN         Aluminum windows       CROWN         Wood doors       CONTRACTOR         Gypsum Drywall       CASEL /NTERIORS         Acoustical Treatment       CRSEL /NTERIORS	Insulation
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Hollow metal doors, frames and screens       CONTRACT       Howe         Miscellaneous Glass and Glazing       CROWN         Aluminum windows       CROWN         Wood doors       CONTRACTOR         Gypsum Drywall       CASEL /NTERIORS         Acoustical Treatment       CRSEL /NTERIORS	Caulking
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Aluminum windows CROWN Wood doors CONTRACTOR Gypsum Drywall CASEL /NTERIORS Acoustical Treatment CRSEL 'NTERIORS	Miscellaneous Glass and Glazing
Wood doors	Aluminum windows
Acoustical Treatment	Wood doors CONTRACTOR
Acoustical Treatment	Gypsum Drywall CASEL /NTERIORS
Resilient Flooring	Acoustical Treatment
-	Basiliant Blassing 3. STAR
	Resilient Flooring
Painting	Resilient Flooring
Carpet	
Toilet Partitions	Painting

Note: The division of the work among the Sub-contractors and suppliers is solely the responsibility of the Contractor, and the Architect will not act as an arbiter to establish sub-contract limits between sections or divisions of work.

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## APPENDIX B

DIVISION 1500 MECHANICAL

Read Instructions to Bidders and comply with requirements.

1. Itemized Prices

Total tender amount shall be broken into components as follows:

- 1. Plumbing and Drainage (less Exterior Work) \$
- 2. Ductwork, Heating and Ventilating
- 3. Exterior Work and Services

\$<u>28,31200</u> \$<u>19,20000</u> \$<u>3850,00</u>

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2. Separate Price

State separate price as ADDITION for three (3) Air Conditioning Systems including condensing units, coils, piping, insulation.

Thousand - Dollars (\$ 10.00000) len

3. Allowances

This Contractor shall carry an Allowance of \$9,000.00 included in the total price for the charges levied by Peel Region and City of Brampton (see Article 1520.32.1)

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## APPENDIX C

DIVISION 1600 ELECTRICAL

Read Instructions to Bidders and comply with requirements.

1. Separate Prices

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State separate price as ADDITION to the total price for the wiring to the three (3) ground mounted air cooled condensers ( AH1, 2 & 3), including disconnect switches, wiring and connections.

Six hundred, Dollars (\$ 600.00)

State separate price as ADDITION to the total price for the supply and installation of 9 (nine) type "H" lighting fixtures located in corridors 104 & 121, including fixtures, outlets and wiring.

Elevenhundredthurty Dollars (\$ 1137.00)

Allowances

This Contractor shall carry an allowance of \$7,000.00 included in the total price for the charges levied by Brampton Hydro (see Article 1610.2.3).

Appendix 'C' 1600 Page 1 of 1 (b) Contractor's Fee on work by Subcontractors:

	Overhead & Profit Total
Extra	10 %
Credit	0 %

.4 It is agreed and understood that the following Unit Prices as referred to in Article GC 21 (b) of the Canadian Standard Construction Document CCDC 12, will apply to charges to the Contract. Included in the Unit Prices are statutory changes, overhead and profit.

	NATURE OF WORK	EXTRA	CREDIT	UNIT OF MEASURE
.1	MACHINE EXCAVATION (i) To depth indicated on drawings (ii) To depth lower than that indicated on	\$12 <u>.</u> 00	.\$ <b>4.</b> QQ	Cu. Yd.
	drawings	\$16.00	\$6.00	Cu. Yd.
.2	HAND EXCAVATION	\$20.00	\$8.00	Cu. Yd.
.3	TRENCHING (i) By hand to 4 ft. (ii) By machine to 4 ft.	\$2000 \$1400	\$8.00 \$5.00	Cu. Yd. Cu. Yd.
. 4	BACKFILL-IN-PLACE Exc. Mtl. (i) By hand (ii) By machine	\$22.00 \$10.00	\$7.50 \$4.00	Cu. Yd. Cu. Yd.
.5	FILL-IN-PLACE Gran. "B" (i) By hand (ii) By machine	\$28.00 \$14.00	\$11.Q0 \$6.Q0	Cu. Yd. Cu. Yd.
• 6	CONCRETE 3000 p.s.i. in place excluding form work (for foundation wall and footings only)		\$30.00	Cu. Yd.
.7	FORMWORK Footings	• \$2 <b>• 7</b> 5	•••\$1.45	Sq. Ft.
. 8	REINFORCING SET-IN-PLACE	\$700-00	\$260.00	Ton
.9	STRUCTURAL STEEL	\$1200000	\$400.00	Ton
.10	BLOCK FOUNDATION WALLS (12")	\$3.00	\$1.10	Sq. Ft.

TENDER FORM Page 2 of 4

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.5 If notified of the acceptance of this Tender, the Undersigned will sign, seal and deliver the contract documents (listed in Article 1 of Instructions to Bidders), and will proceed with construction of the work within two weeks of receiving instructions to commence work and will substantially complete as certified by the Architect all work within ...24..... weeks after receiving instructions to commence work and complete the contract within ......4.... weeks thereafter.

In the Stipulated Sum, the following Subcontractors are carried:
Plumbing and Drainage Duntord Liseio
Heating and Ventilating . Pur Ford Liscio.
$\dots$ subcontractor's tender (\$ $19.200.00$ .)
Electrical Stace, Electrical
SUBCONTRACTOR'S TENDER (\$ 38,200 00.)

ITEMIZED PRICES

We have included the following amounts in the stipulated sum tender: Work exterior to building including paving and sodding, rough and finished grading, concrete curbs, mechanical and electrical services:

SEPARATE PRICES

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We submit the following separate prices which "ARE NOT" included in the amount of the stipulated sum tender, but may be added to the amount of the contract consistent with their acceptance or rejection by the Owner.

.1 The extra for supply and installation of accordian partition as specified in Section 1001 amounts to:

EXTRA \$ .1407.00

.2 The extra for supply and installation of type "H" light fixtures as specified in Section 1610 amounts to:

EXTRA \$ /200°

.3 The extra for supply and installation of carpet as specified in Section 0992 amounts to: 2/2/.0° EXTRA \$ .2/2/.0°

TENDER FORM Page 3 of 4

SEPARATE PRICES cont'd The extra for work of air cooled condensing units .4 specified in Section 1530 amounts to: \$ 9400.°° EXTRA In the Stipulated Sum Contract the allowances have been included as specified under Section 0102. Yours very Signature Address . 264 Toryork Drive ... Dated at .Weston, Ontario ... . . . . Weston, Ontario M9L lYl February 28 1978.9. ••••••••• 

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COMPANY SEAL

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WITNESS

NOTE: 1. Tenders by limited companies must be submitted under Corporate Seal.

2. Tenders by individuals or partnership must be witnessed.

TENDER FORM - CONTRACT NO. 79-01 KNIGHTSBRIDGE SENIOR CITIZEN AND COMMUNITY CENTRE DEPARTMENT OF PARKS & RECREATION THE CORPORATION OF THE CITY OF BRAMPTON

Name of Contractor ... BAU CANADA LIMITED

TO: The Mayor and Council of the Corporation of the City of Brampton, Supply and Services Section, 6th Floor, 24 Queen Street East, Brampton, Ontario. L6V 1A4

Attention: Mr. M.S. Lingard, Purchasing Agent

Dear Sir:

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.1 We, the undersigned, declare that we have carefully examined all contract documents listed in the Instructions to Bidders, and the addenda numbered .nil, 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 60 (sixty) days of the date below,

to provide all materials and perform all work shown and described in these documents for the Stipulated Price of:

Three hundred-nine thousand Eight hun hicly Six \_\_\_\_\_ ool 309,83600,

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

- .2 Enclosed is a Bid Bond or certified cheque in the amount of \$25,000.00 made out in the name of the Corporation of the City of Brampton, as well as an Agreement to Bond from an approved bonding company stating that they will enter into a 100% performance bond, as well as a labour and material payment bond, if the tenderer is successful.
- .3 It is agreed and understood that the following fees as referred to in Article GC 21(c) of the Canadian Standard Construction Document CCDC 12, 1974, will apply to changes to the Contract not covered by Unit Prices.

(a) Within the scope of the Contractor's work:

	Statutory Charges on Labour	Overhead	Profit
Extra	<u>28_</u> %	<u>10_</u> %	<u> </u>
Credit	ß	۶۶	<u>       0  </u> 8

TENDER FORM Page 1 of 4

## APPENDIX 'A'

We propose to have the following sub-contractor perform work on this project and which are an integral part of the tender. Where we propose to do the work ourselves, we have so noted by inserting the "Contractor".

NAME OF CONTRACTOR BAU CANADA
Excavating and Backfilling CONTRACTOR
Sodding CONTRACTOR
Masonry GRAZIANO
Reinforcing Steel Suppliers ENNIS - PAIKEN
Glued Laminated Timber
Structural Timber and Wood Deck CONTRACTOR
Miscellaneous Metals CONTRACTOR
Millwork CONTRACTOR
Insulation
Membrane Roofing LE BARAE
Caulking
Hollow metal doors, frames and screens . CONTRACT . HAWE
Miscellaneous Glass and Glazing CROWN
Aluminum windows
Wood doors CONTRACTOR
Gypsum Drywall CASEL INTERIORS
Acoustical Treatment CASEL INTERIORS
Resilient Flooring
Painting
Carpet
Toilet Partitions CONTRACT HOWE

Note: The division of the work among the Sub-contractors and suppliers is solely the responsibility of the Contractor, and the Architect will not act as an arbiter to establish sub-contract limits between sections or divisions of work.

> APPENDIX 'A' Page 1 of 1

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## APPENDIX B

DIVISION 1500 MECHANICAL

Read Instructions to Bidders and comply with requirements.

1. Itemized Prices

Total tender amount shall be broken into components as follows:

1. Plumbing and Drainage (less Exterior Work)

2. Ductwork, Heating and Ventilating

3. Exterior Work and Services

Separate Price

State separate price as ADDITION for three (3) Air Conditioning Systems including condensing units, coils, piping, insulation.

len lha some (\$ 10.000 00 Dollars

## 3. Allowances

2.

i,

This Contractor shall carry an Allowance of \$9,000.00 included in the total price for the charges levied by Peel Region and City of Brampton (see Article 1520.32.1)

> Appendix 'B' 1500 Page 1 of 1

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## APPENDIX C

DIVISION 1600 ELECTRICAL

Read Instructions to Bidders and comply with requirements.

### Separate Prices

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State separate price as ADDITION to the total price for the wiring to the three (3) ground mounted air cooled condensers ( AH1, 2 & 3), including disconnect switches, wiring and connections.

Six hundred. Dollars

(\$\_600.00

Appendix 'C'

Page 1 of 1

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State separate price as ADDITION to the total price for the supply and installation of 9 (nine) type "H" lighting fixtures located in corridors 104 & 121, including fixtures, outlets and wiring.

(\$ 1137,00, Elevenhundreathin 

Allowances

This Contractor shall carry an allowance of \$7,000.00 included in the total price for the charges levied by Brampton Hydro (see Article 1610.2.3).

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(b) Contractor's Fee on work by Subcontractors:

	Overhead & Profit Total
Extra	10 %
Credit	0 %

.4 It is agreed and understood that the following Unit Prices as referred to in Article GC 21 (b) of the Canadian Standard Construction Document CCDC 12, will apply to charges to the Contract. Included in the Unit Prices are statutory changes, overhead and profit.

	NATURE OF WORK	EXTRA	CREDIT	UNIT OF MEASURE
.1	MACHINE EXCAVATION (i) To depth indicated on drawings (ii) To depth lower than that indicated on	\$12.00	\$4.00	Cu. Yd.
	drawings	\$16.00	\$6.00	Cu. Yd.
• 2	HAND EXCAVATION	\$20.00	\$8.00	Cu. Yd.
.3	TRENCHING (i) By hand to 4 ft. (ii) By machine to 4 ft.	\$2000 \$1400	\$8.00 \$5.00	Cu. Yd. Cu. Yd.
.4	BACKFILL-IN-PLACE Exc. Mtl. (i) By hand (ii) By machine	\$22.00 \$10.00	\$7.50 \$4.00	Cu. Yd. Cu. Yd.
.5	FILL-IN-PLACE Gran. "B" (i) By hand (ii) By machine	\$28.00 \$14.00	\$11.Q0 \$6.Q0	
.6	CONCRETE 3000 p.s.i. in place excluding form work (for foundation wall and footings only)		\$30.00	Cu. Yd.
.7	FORMWORK Footings	. \$275	•••\$1.45	Sq. Ft.
. 8	REINFORCING SET-IN-PLACE	\$700-00	\$260.00	Ton
.9	STRUCTURAL STEEL	\$1200.00	\$400.00	Ton
.10	BLOCK FOUNDATION WALLS (12")	\$3.00	\$1.10	Sq. Ft.

TENDER FORM Page 2 of 4

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If notified of the acceptance of this Tender, the Undersigned will sign, seal and deliver the contract documents (listed in Article 1 of Instructions to Bidders), and will proceed with construction of the work within two weeks of receiving instructions to commence work and will substantially complete as certified by the Architect all work within ...24..... weeks after receiving instructions to commence work and complete the contract within ......4.... weeks thereafter.

In the Stipulated Sum, the following Subcontractors are carried:
Plumbing and Drainage DunFord Liscio
Heating and Ventilating . Purford Liscio.
Electrical Stacey Electrical
SUBCONTRACTOR'S TENDER (\$ 38,200 00.)

## ITEMIZED PRICES

We have included the following amounts in the stipulated sum tender: Work exterior to building including paving and sodding, rough and finished grading, concrete curbs, mechanical and electrical services:

s....13,000,00

## SEPARATE PRICES

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We submit the following separate prices which "ARE NOT" included in the amount of the stipulated sum tender, but may be added to the amount of the contract consistent with their acceptance or rejection by the Owner.

.1 The extra for supply and installation of accordian partition as specified in Section 1001 amounts to:

EXTRA \$ .1407.00

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TENDER FORM Page 3 of 4

SEPARATE PRICES cont'd The extra for work of air cooled condensing units .4 specified in Section 1530 amounts to: s 9400.00 EXTRA In the Stipulated Sum Contract the allowances have been included as specified under Section 0102. Yours very ١. Signature Address . 264 Toryork Drive. Dated at .Weston, Ontario ... Weston, Ontario M9L lYl February 28 1978.9. COMPANY SEAL WITNESS NOTE: Tenders by limited companies must be submitted under 1. / Corporate Seal. 2. Tenders by individuals or partnership must be witnessed.

TENDER FORM Page 4 of 4

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## LABOUR AND MATERIAL PAYMENT BOND

(Trustee Form)

#### No. 83-0120-269A-79

WIND RANGE AND AND A REAL AND A R

#### \$ 323,964.00

Note: This Bond is issued simultaneously with another Bond in favour of the Obligee conditioned for the full and faithful performance of the Contract.

### Know All Men by These Presents That

BAU CANADA LIMITED as Principal, hereinafter called the Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation created and existing under the laws of the State of Maryland, and with Principal Office for Canada located in the City of Toronto, Ontario, and duly authorized to transact the business of Suretyship in all provinces and territories in Canada, as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto

#### CORPORATION OF THE CITY OF BRAMPTON

as Trustee,

hereinafter called the Obligee, for the use and benefit of the Claimants, their and each of their heirs, executors, administrators, successors and assigns in the amount of \_\_\_\_\_THREE HUNDRED AND TWENTY THREE THOUSAND AND NINE HUNDRED AND SIXTY-FOUR-\_\_\_\_\_O0/100 Dollars, (\$ 323,964.00 ) of lawful money of Canada for the payment of which sum well and truly to be made the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Interess, the Principal has entered into a written contract with the Obligee, dated the 16th

day of March 1979 , for construction of Knightsbridge Community and Senior Citizen Centre, Brampton, Ontario

which contract, Specifications & Drawings are by reference made a part hereof, and is hereinafter referred to as the Contract.

**Now.** Therefore, the Condition of This Obligation is such that if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

(1) A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial rental value of equipment shall be determined, insofar as it is practical to do so, in accordance with and in the manner provided for in

hieron William Winterson Ontal Action 1808

#### Can F&S 638B (6-78)

assering as sufficiences

the latest revised edition of the publication of the Canadian Construction Association titled "Rental Rates on Contractors' Equipment" published prior to the period during which the equipment was used in the performance of the Contract.

- (2) The Principal, and the Surety hereby jointly and severally agree with the Obligee, as Trustee, that every Claimant who has not been paid as provided for under the terms of his contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of his contract with the Principal and have execution thereon Provided, that the Obligee is not obliged to do or take any act, action of proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then such act, action or proceeding shall be taken on the understanding and basis that the Claimants, or any of them, who take such act, action or proceeding shall indemnify and save harmless the Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligee by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them, may use the name of the Obligee to sue on and enforce the provisions of this Bond.
- (3) No suit or action shall be commenced hereunder by any Claimant:
  - (a) unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed Such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Obligee. at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given
    - (1) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under the Mechanics' Liens Legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal;
    - (2) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made, under the Claimant's contract with the Principal;
  - (b) after the expiration of one (1) year following the date on which Principal ceased work on the Contract. including work performed under the guarantee provided in the Contract;
  - (c) other than in a court of competent jurisdiction in the Province or District of Canada in which the subject matter of the Contract, or any part thereof, is situated and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such court.
- (4) The Surety agrees not to take advantage of Article 1959 of the Civil Code of the Province of Quebec in the event that, by an act or an omission of a Claimant, the Surety can no longer be subrogated in the rights. hypothecs and privileges of said Claimant.
- (5) Any material change in the contract between the Principal and the Obligee shall not prejudice the rights or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.
- (6) The amount of this Bond shall be reduced by, and to the extent of any payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of Mechanics' Liens which may be filed of record against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this Bond.
- (7) The Surety shall not be liable for a greater sum than the specified penalty of this Bond.



In Mitness Whereof, the Principal and the Surety have Signed and Sealed this Bond this 30th

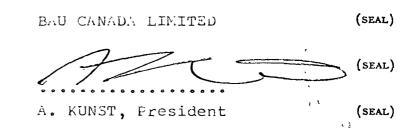
19 79 .

day of '

Signed and Sealed

March

In the presence of:



UNITED STATES FIDELITY AND GUARANTY COMPANY

. .....

DAVID HODGSON

Attorney-in-fact

'¢"

Endorsed by:

Canadian Construction Documents Committee The Royal Architectural Institute of Canada The Association of Consulting Engineers of Canada Canadian Construction Association The Canadian Council of Professional Engineers Construction Specifications Canada

Approved by Insurance Bureau of Canada



#### CERTIFICATE OF LIABILITY INSURANCE

THE CANADIAN SURETY 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 Bau Canada Limited,

(CONTRACTOR)

Whose Address is 264 Toryork Drive, Weston, Ontario M9L 1Y1

has comprehensive liability insurance in this Company under Policy

No. <u>3023071</u> 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 Sept. 30, 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. 79-01 for the Construction of

The Knightsbridge Senior Citizen & Community Centre

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

March 28, 1979 OIV St. DATE: COUNTERSIGNED:

POLICY NUMBER D PUBLIC LIABILITY Except Automobile) Products and orIncluded [] Domoleted [ Excluded [] MPLOMERS LIABILITY	ance Com ian Pla nited ad, Wes Const Knigh	mpany .ce, P.O. Bo: .ton, Ontario .ruction of .tsbridge Ro.	issued to the Inst this date x 37, Toro O Senior Ci- ad, Brama a holder and imp	insurance as herein de sured named below ar onto, Ontario tizen's Commu lea, Ontario poses no hability upo MITS OF LIABILI RY AGGREGATE	escribed have been nd are in force at o nity Centre n the Insurer	Y DAMAGE AGGREGATE
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INSUPANCE AFFORDED IS SUBJECT TO THE	E TERMS,	CONDITIONS AND	DEXCLUSION	S OF THE APPLICA		LER

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## **BASIC POLICY**

POLICY CONDITIONS-PART 1 Form B.P. 1-2



Policy	No. 901	C11	418	36	Replac Policy	ing No		
BRAM	CANADA LI PTON AND Toryork F	ALL S	UBα	ONTR	LACTO	RS	THE	С
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## HARTFORD FIRE INSURANCE COMPANY

(HEREINAFTER CALLED THE INSURER)

This Policy of Insurance witnesseth, that in consideration of the Insured named above having paid or agreed to pay the above mentioned Insurance Company (hereinafter called the Insurer) the amount of the premium above stated, the Insurer in consideration of the premium stated herein and subject to the terms and conditions hereof, if the property described in the Rider(s) attached hereto, or any part thereof, shall be lost, destroyed or damaged by a peril as provided in the terms of the Rider(s) attached hereto, will indemnify the Insured to an amount not exceeding the sum set opposite the applicable item

#### GENERAL EXCLUSIONS

This Policy does not cover:

- (a) loss or damage caused by war; invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, tebellion, revolution, insurrection or military power;
- (b) loss or damage caused by contamination by radioactive material.

This Policy is made and accepted subject to the foregoing provisions, and to the following provisions, stipulations and conditions printed on back hereof, which are hereby specially referred to and made a part of this Policy, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto. No term or condition of a contract shall be deemed to be waived by the Insurer in whole or in part unless the waiver is clearly expressed in writing signed by a person a thorized for that purpose by the Insurer. Neither the Insurer nor the Insured shall be deemed to have waived and term or condition of a contract by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or to the investigation or adjustment of any claim under the contract.

In Witness Whereof, the Insurer has executed and attested these presents; but this policy shall not be valid unless countersigned on the Declarations page by a duly Authorized Agent of the Insurer.

Mechanft. Wilden

Reg C. Acomes Pressident

#### CONDITIONS

all of the Conditions set forth under the titles Statutory Conditions and Additional Conditions apply with respect to all of the perils insured by this Policy except as these Conditions may be modified or supplemented by the Riders or Endorsements attached.

#### STATUTORY CONDITIONS

MISREPRESENTATION 1. If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepre-sents of foldulenty omits to communicate any circumstance that is material to be mode known to me insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the missecresentation or comssion is material.

2. Unless otherwise specifically stated in the contract, the Insurer is not liable for lass or acmage to property owned by ony person other than the Insured, unless the interest of the Insured therein is stated in the contract. PROPERTY OF OTHERS

3. The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act or change of title by succession, by operation of law, or CHANGE OF

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MATERIAL CHANGE To land of the provided of the lastred avoids the contract as to the part affected thereby, unless the change is promptly not fed in writing to the lastrer or its local agent, and the lastrer when so not fed in writing to the lastrer or its local agent, and the lastrer when so to the contract, or may notify the lastred in writing that, if he desires the contract to continue in force, he must, within fifteen days of the receipt of the receipt of the lastrer on additional premium, and in default of such pay-in the contract is no longer in force and the lastrer shall return the unearned to contract is no longer in force and the lastrer shall return the unearned (a) by the laster giving to the lastred fifteen days' notice of termination cy the laster giving to the lastred fifteen days' notice of termination cy the laster giving to the lastred fifteen days' notice of termination cy the laster giving to the lastred fifteen days' notice of termination cy the laster giving to the lastred fifteen days' notice of termination cy the lastrer giving to the lastred fifteen days' notice of termination cy the laster giving to the lastred fifteen days' notice of termination cy the lastrer giving to the lastred fifteen days' notice of termination cy the lastrer giving to the lastred fifteen days' notice of termination cy the lastrer giving to the lastred fifteen days' notice of termination cy the lastrer giving to the lastred fifteen days' notice of termination cy the lastrer giving to the last

- (b) by the insured at any time on request.

(2) Where this contract is terminated by the Insurer,

- Where this contract is terminated by the Insurer,
  (a) the Insurer shall refund the excess of premium actually paid by the Insured over the pro-rata premium for the expired time, but, in no event, shall the pro-rata premium for the expired time be deemed to be less than any minimum retained premium specified, and
  (b) the refund shall accompany the notice unless the premium is subject to be usiment or determination as to amount, in which case the refund shall be be as soon as practicable.
- (3) Arbitrary production of the expression of the standard time, but in no event standard the standard the standard the standard time be deemed to be less than any minimum retained premium specified.
- (4) The refuted may be made by money, postal or express company money order or cheque payable at par.
- (5) The fifteen days mentioned in clause (a) of subcondition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

REQUIREMENTS 6. (1) Upon the occurrence of any loss of or damage to AFTER LOSS the insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observ-ing the requirements of conditions 9, 10 and 11,

(a) form with give notice thereof in writing to the Insurer;

- (b) celiver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,
  - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
  - (i) starting when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
  - (1), stating that the loss did not occur through any wilful act or neglect or me procurement, means or connivance of the Insured,
  - , m' showing the amount of other insurances and the names, of other ins\_fers.
  - y showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
  - srowing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
  - (c), showing the place where the property insured was at the time of, loss,

- (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
- (d) if reduced and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other content of the state o any other contract.

(2) The evidence furnished under clauses (c) and (d) of sub-paragraph (1) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13

7. Any fraud ar wilfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration. FRAUD

WHO MAY GIVE
 Notice of loss may be given and proof of loss may be made by the agent of the insured named in the contract in case of absence or inability of the insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable

SALVAGE 9. (1) The Insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.

(2) The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the Insured and required under sub-paragraph (1) of this condition according to the respective interests of the parties.

ENTRY, CONTROL, ABANDONMENT the property, and to make an estimate of the loss or damage to insured property, the Insurer agents sufficient to enable them to survey and examine to enable them to survey and to make an estimate of the loss or damage, and, after the lnsured has secured the property, a further right of access and entry sufficient to enable them to make appraisement or particular estimate of the loss or damage, but the Insurer is not entitled to the control or possession of the insured property, and without the consent of the Insurer there can be no abandonment to it of insured property.

APPRAISAL 11. In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under The insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand there-for is made in writing and until ofter proof of loss has been delivered.

12. The loss is payable within sixty days after comple-tion of the proof of loss, unless the contract provides for a shorter period. WHEN LOSS PAYABLE

**REPLACEMENT** giving written notice of its intention so to do within thirty days after receipt of the proofs of loss

(2) In that event the Insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

ACTION \_\_\_\_\_ 14. Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs.

NOTICE 15. Any written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the Province. Written notice may be given to the Insured named in the contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this condition, the expression "registered" means registered in or outside Canada.

#### ADDITIONAL CONDITIONS

NOTICE TO ALTHORITIES I where the loss is due to malicious act, burglary, robbery, thefe or attempt thereat or is suspected to be so due the Invired shall give immediate notice thereof to the policy of other authorities having jurisdiction
NO BENEFIT TO BAILEE II It is warranted by the Insured that this insurance shall in no wise enure directly or indirectly to the benefit of any carrier or other bailee
PAIR AND SET SET st the measure of loss of or damage to any article or articles, whether scheduled or unscheduled, which are a part of a set the measure of loss of or damage to such article or articles stall the a reasonable and fair proportion of the total value of the set, but in no event stall such loss or damage be construed to mean total loss of set.
PARTS IV In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, con- sisting wren complete for use, of several parts, the Insurer is not hable for more than the insured value of the part lost or damaged, including the cost of scallar on
LE AND V It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties
BASIS OF SETTLEMENT VI Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be accertance or estimated according to such actual cash value with proper deduction

SUBROGATION VII The Insurer, upon making any payment or assuming liability therefor under this Policy, shall be subrogated to all rights of recovery of the Insured against any person, and may bring action in the name of the Insured to enforce such rights. Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between

، •	ENDORSEMENT
COMPANI	Hartford Fire Insurance Company AGENCY Lyon & Butler BAU CANADA LIMITED, THE CIRPORATION OF THE CITY OF BRAMPTON, AND ALL SUB-CONTRACTORS POLICY No. 90IC114186
AMOUNT	TERM EXPIRATION OLD RATE NEW RATE EXTRA PREMIUM RETURN PREMIUM
	s understood and agreed that the insured's rights of subrogation nst any sub-contractor are waived.
	LYON & BUTLER
Dated Marc	h 20, 1979 at Toronto BY January C Butter Authorized Reptor 7 at a
(FC) 18617-4 7,67	Authorized Represimance
ARTICULARS F PROJECT	<ul> <li>4. This Policy, except as herein provided, insures against an example of the project name and No CONSTRUCTION OF KNIGHTSERIDCE COMMUNITY AND SENIOR CITIZENS CENTRE</li> <li>5 (a) Project name and No CONSTRUCTION OF KNIGHTSERIDCE COMMUNITY AND SENIOR CITIZENS CENTRE</li> <li>(b) Situate at BRAMPTION, ONTARIO Concrete Blocks</li> <li>(c) Height ONE storeyX feet Concrete Blocks</li> <li>(d) Foundation construction Masonry Masonry Masonry Concrete Blocks</li> <li>(e) Wall construction Lamintated Beams, Wood Deck, Asphalt Sningles</li> <li>(f) Roof construction Contract Blocks</li> <li>(g) Floor construction Contract Price</li> <li>(h) To be occupied as Community and Senior Citizens Centre</li> <li>(h) To be occupied as Community and Senior Citizens Centre</li> <li>(b) Value of any property insured hereunder not included in the contract price s 323,664.00</li> <li>(c) Estimated insured value (sum of (a) and (b) above)</li> </ul>
SCOPE OF INSURANCE	<ul> <li>(c) Estimated insurance attaches, within the policy period, when the property becomes at the Insured's risk after being unloaded and while on the construction site until <ul> <li>(i) This insurance attaches, within the policy period, when the property becomes at the Insured's risk after being unloaded and while on the construction site until </li> <li>(i) thirty days after completion of the project, or </li> <li>(ii) the termination or expiration of this insurance, whichever first occurs</li> </ul> </li> <li>(b) If a limit of liability is stated in Clause 2(b), insurance is provided, subject to such limit, anywhere in Canaca or the completed or operty tail United States excluding Alaska, only with respect to property to enter into and form part of the completed or operty scribed in Clause 5 but excluding such property while in transit, or in any building used for manufacturing or processing.</li> <li>(c) If a limit of liability is stated in Clause 2(c), insurance is provided, subject to such limit, from the commencement of loading at the original point of shipment anywhere in Canada or the continental United States excluding Alaska, unto the commencement of unloading at the site of construction, except while in any building used for manufacturing or processing.</li> <li>(d) This Policy ceases to insure any part or section of the project on the commencement of use or occupancy thereof, unit such use or occupancy is for <ul> <li>(i) construction purposes,</li> <li>(ii) office or habitational purposes, or</li> <li>(iii) installing, testing or storing equipment or machinery</li> </ul> </li> </ul> <li>8 This Policy does not insure loss of or damage to</li>
PROPERTY	<ul> <li>8 This Policy does not insule tops of or damage and</li> <li>(a) property.</li> <li>(i) while waterborne, from the commencement of loading until completion of discharge except while on a ferry railway or transfer barge, all in connection with land transportation,</li> <li>(ii) while insured under an Ocean Cargo Policy,</li> <li>(iii) while aboard or being transported by any aircraft,</li> <li>(b) contractor's tools and equipment including spare parts and accessories whether owned, loaned, hired or leased other property specified in Clause 1(b),</li> </ul>

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h	IAO 507 (Edition 3-77)
	, BUILDERS' RISK COMPREHENSIVE FORM
`	Attached to and forming part of Policy No. 901C11/186
SOPERTY	1. This Policy, except as herein provided, insures
, SURED	<ul> <li>(a) property in course of construction, installation, reconstruction or repair</li> <li>(i) owned by the Insured,</li> </ul>
	(ii) owned by others, provided that the value of such property is included in the amount insured;
	all to enter into and form part of the completed project including expendable materials and supplies not otherwise excluded, necessary to complete the project described in Clause 5,
	(b) temporary buildings, scaffolding, falsework, forms, hoardings, excavation, site preparation, landscaping and similar work, provided that the value thereof is included in the amount insured and then only to the extent that replacement or restora- tion is made necessary to complete the project;
	(c) expenses incurred in the removal from the construction site of debris of the property insured, occasioned by loss, destruc- tion or damage to such property and in respect of which insurance is provided by this Policy.
LIMITS OF LIABILITY	2 This Policy insures in the amount of \$ 323,664.00 applicable to those items of this clause for which a limit is shown. The liability of the Insurer(s) in any one loss, casualty or disaster shall be limited to the proportion of any loss or damage, including salvage charges and other expenses, which the sum insured under this Policy bears to the total amount of insurance and in no event shall exceed the same proportion of each of the following limits of liability in any such loss, casualty or disaster -
	Limit(s) of Liability for all insurance (a) \$ .323,664,00, at situation described in Clause 5(b),
	(a) \$ .323,664,00 at situation described in Clause 5 (b), (b) \$
	(c) S 5, 0.00
	provided always, however, that the total liability under this Policy for loss, destruction or damage to property and for removal of debris, shall neither exceed the amount of insurance nor the applicable limit of liability.
DEDUCTIBLE	3. Each claim for loss or damage shall be adjusted separately and from the amount of each adjusted claim the applicable sum shown bereunder shall be deducted. This deductible does not operate to reduce any applicable limit of liability
	<ul> <li>a. Each claim for loss or damage shall be adjusted separately and from the amount of each adjusted claim the applicable sum shown hereunder shall be deducted. This deductible does not operate to reduce any applicable limit of liability.</li> <li>(a) S. 250.00 at situation described in Clause 5 (b),</li> </ul>
	(b) S at any other location
PERILS INSURED	TE BUUL
PARTICULARS	5 (a) Project page and No. CONSTRUCTION OF KNIGHTSBRADGE COMMUNITY AND SENTOR
OF PROJECT	(b) Situate at BRAMPTION, ONTARIO (c) Height ONE storey X feet (d) Foundation construction Concrete Block (e) Wall construction Masonry
	(c) Height ONE storey X feet (d) Foundation construction Concrete Block
	(f) Roof construction Lamintated Beams, Wood Deck, Asphalt Shingles (g) Floor construction Gongrete
	(h) To be occupied as
ESTIMATED INSURED	6. (a) Estimated complete contract price \$ 323,664.00
VALUE	(b) Value of any property insured hereunder not included in the contract price \$ 1NCL. (c) Estimated insured value (sum of (a) and (b) above) \$ 323,664.00
SCOPE OF	7. (a) This insurance attaches, within the policy period, when the property becomes at the Insured's risk after being unloaded at
INSURANCE	(i) thirty days after completion of the project, or
	(ii) the termination or expiration of this insurance, whichever first occurs
	(b) If a limit of liability is stated in Clause 2(b), insurance is provided, subject to such limit, anywhere in Canada or the continen- tal United States excluding Alaska, only with respect to property to enter into and form part of the completed project de- scribed in Clause 5 but excluding such property while in transit, or in any building used for manufacturing or processing.
	(c) If a limit of liability is stated in Clause 2(c), insurance is provided, subject to such limit, from the commencement of loading at the original point of shipment anywhere in Canada or the continental United States excluding Alaska, until the comple- tion of unloading at the site of construction, except while in any building used for manufacturing or processing.
	(d) This Policy ceases to insure any part or section of the project on the commencement of use or occupancy thereof, unless such use or occupancy is for
	(I) construction purposes,
	<ul> <li>(ii) office or habitational purposes; or</li> <li>(iii) installing, testing or storing equipment or machinery.</li> </ul>
PROPERTY	8 This Policy does not insure loss of or damage to
	<ul> <li>(a) property,</li> <li>(i) while waterborne, from the commencement of loading until completion of discharge except while on a ferry, railway car</li> </ul>
	or transfer barge, all in connection with land transportation; (ii) while insured under an Ocean Cargo Policy;
	(iii) while aboard or being transported by any aircraft; (b) contractor's tools and equipment including spare parts and accessories whether owned, loaned, hired or leased other than
	<ul> <li>(b) contractory tools and equipment including spare parts and accessories time the owned, round, med of reased other (namproperty specified in Clause 1(b),</li> <li>(c) money, books of account, securities for money, evidences of debt or title, automobiles, tractors, and other motor vehicles.</li> </ul>
	to, menor, books or account, accurates for money, evidences of debt or and, automobiles, raciols, did other motor venicles.

e, 5, aircraft or watercraft

	v numbered basic Folicy.
HEAD OFFICE FOR CANADA (HEREI	ire Insurance Company
DECLARATIONS	Policy No. 90 10 114186 Policy No.
Item 1., Name and Address of Insured is	BAU CANADA LIMITED, CORPORATION OF THE CITY OF BRAMPTON AND ALL SUB-CONTRACTORS 264 Toryork Road, Weston, Ontario
	Agent Lyon & Butler At 44 Victoria Street Toronto, Ontario
Item 2 Policy Period: 12.01 a.m. standard time at the above address	from $\begin{array}{c ccccccccccccccccccccccccccccccccccc$
Item 3	тотаl sum insured RATE РРЕМІИМ => s 323,664.00 s 300.00
	PLAN REF: SH BL.
Item 4. Loss payable to	LYON & BUTLER
Countersignature date March 20, 1979	LYON & BUTLER BY Journe Courses Authorized Representative
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FORM NO BP 1-)	

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#### PERFORMANCE AND MAINTENANCE BOND

Bond No. 83-0120-269-79

Contract	79-01
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Account

KNOW ALL MEN BY THESE PRESENTS, that we Bau Canada Limited (The Contractor)

hereinafter called "The Principal", and UNITED STATES FIDELITY AND GUARANTY COMPANY

(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 \$ 323,964.00 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

29TH DAY of MARCH , 19	<b>9</b> 79	-	•
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Whereas by an Agreement in writing dated the <u>l6th</u> day of <u>March</u>, <u>1979</u>, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the construction, #tkexationxxxpaixxxxxxaccocce of <u>The Knightsbridge</u> Senior Citizen and Community Centre (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 indemnifed 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 forebearance 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

- 2 -

to be constructed, altered, repaired or maintained under the contract or by any dealing, transaction, forebearance 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

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

Witness signs here

BAU CANADA LIMITED. (Seal) Principal signs here and seal where applicable

Cand Freelyn

UNITED STATES FIDELITY AND GUARANTY COMPANY

(Seal)

Surety Company Officer signs here with seal

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## THE CORPORATION OF THE CITY OF BRAMPTON



## INTER OFFICE MEMORANDUM

To John Metras

Robert Savage

Date 3

Subject

31 May 1979

KINGHTSBRIDGE SENIOR CITIZEN CENTRE



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We have reviewed the terms and conditions of the contract for the Knightsbridge Senior Citizen's Centre and are satisfied that it meets all the requirements to carryout this project effectively.

RDS:gm

RobertSavage

Robert Savage Project Co-Ordinator



FIFTY PORT STREET EAST. MISSISSAUGA, ONTARIO L5G 1C1 TELEPHONE (416) 278-5241

1979 05 03

The Corporation of the City of Brampton, 24 Queen Street East, Brampton, Ontario. L6V 1A4

Attention: Mr. M. Lingard Supply and Services Section

Dear Sir:

MAY - 8 1979

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Concerning Knightsbridge Community and Senior Citizens Centre

As discussed by telephone we enclose herewith the copy of the contract for the above project that we were asked to look over and comment on if necessary.

The only recommendations would be to add the complete list of contract documents as we have typed into the copy (Page 12-2), and to punch, join with a ribbon, and seal to ensure no additional or deletions take place subsequent to signing. It is normal to have the signators sign across the seal to avoid initialling each page.

It is our practice to do the same with drawings and specifications.

We trust the above is satisfactory.

Paul M. Stafford Stafford Haensli Architects /smn :encl.

trul

:cc John Metrus, Legal Dept.

Bob Savage, Parks & Recreation Dept.



SSED	April	9th	19_	79

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# **BY-LAW**

## No. 65-79

To authorize the execution of an agreement with BAU CANADA LIMITED Contract No. 79-01 (Knighstbridge Senior Citizens and Community Centre.)

**Corporation of the City of Brampton**