



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 131-78

A By-law to authorize the execution of Contract with Thorpe Construction Management, a division of 316542 Ontario Limited. (REPAIRS TO MEMORIAL ARENA)


WHEREAS it is deemed expedient to enter into and execute a Contract with Thorpe Construction Management, a division of 316542 Ontario Limited;

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

1. That the City of Brampton enter into and execute a Contract with Thorpe Construction Management, a division of 316542 Ontario Limited, attached hereto as Schedule "A".
2. That the Mayor and the Clerk are hereby authorized to affix their signatures to the said Contract attached hereto as Schedule "A", with Thorpe Construction Management, a division of 316542 Ontario Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 12th day of June, 1978.


James E. Archdekin, Mayor


R. David Tufts, Acting Clerk

PASSED June 12 19 78



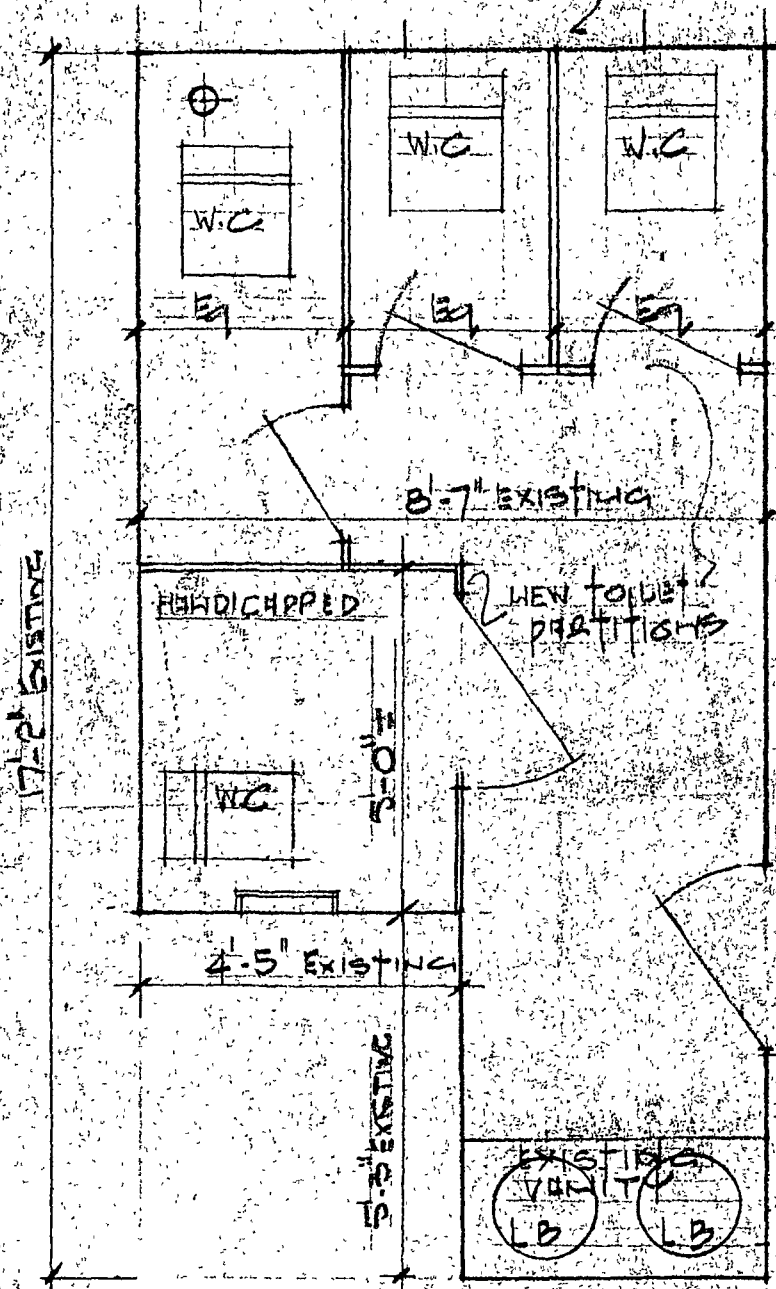
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A By-law to authorize the execution
of Contract with Thorpe Construction
Management, a division of 316542 Ontario
Limited. (REPAIRS TO MEMORIAL ARENA)

Corporation of the City of Brampton

BLOCK WINDOW & INSTALL
 FAN - 100 CFM SAME IN
 MEN'S WASHROOM



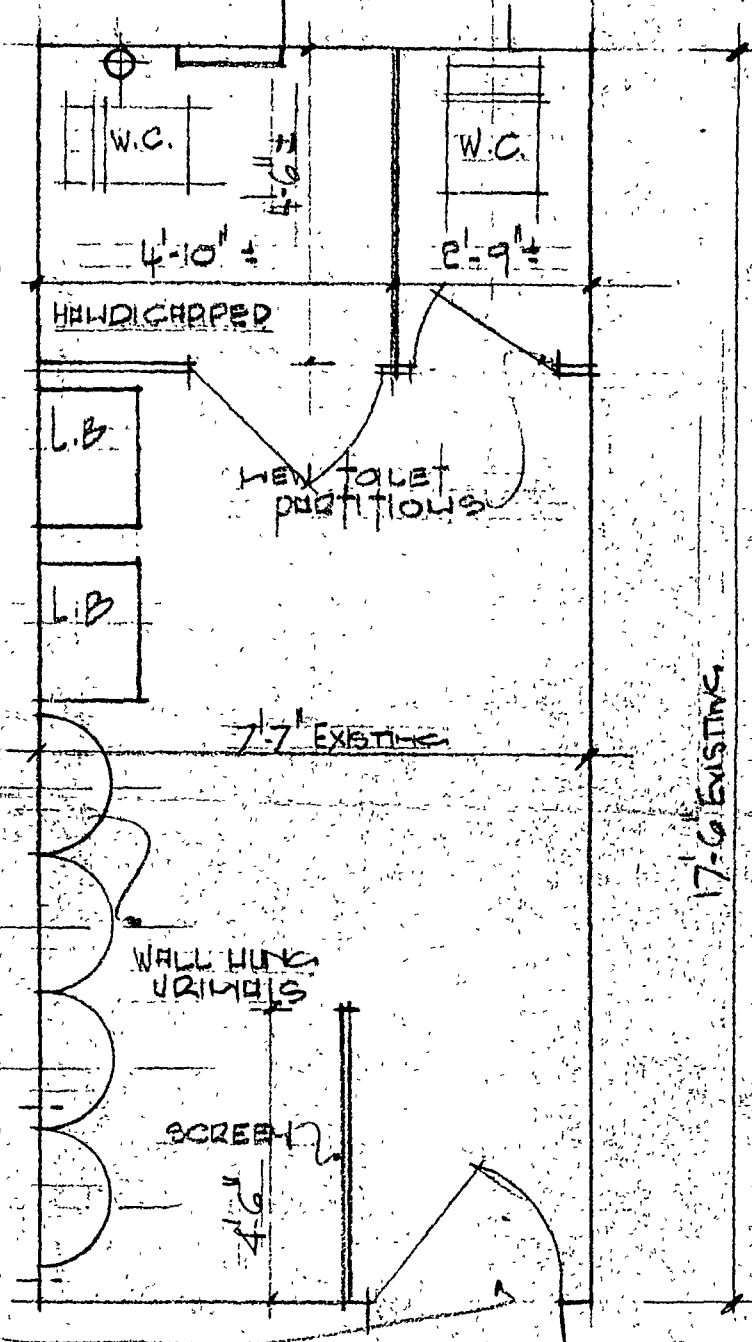
NOTES

NO ALTERATIONS TO
 SPRINKLER OR LIGHTING
 SYSTEMS
 MAKE GOOD DAMAGED
 SURFACES & REPAINT.

RE-USE MIRRORS &
 TOWEL DISPENSERS.

WASTE BASKETS BY
 OWNER.

ALL PIPING TO RIM
 EXPOSED.



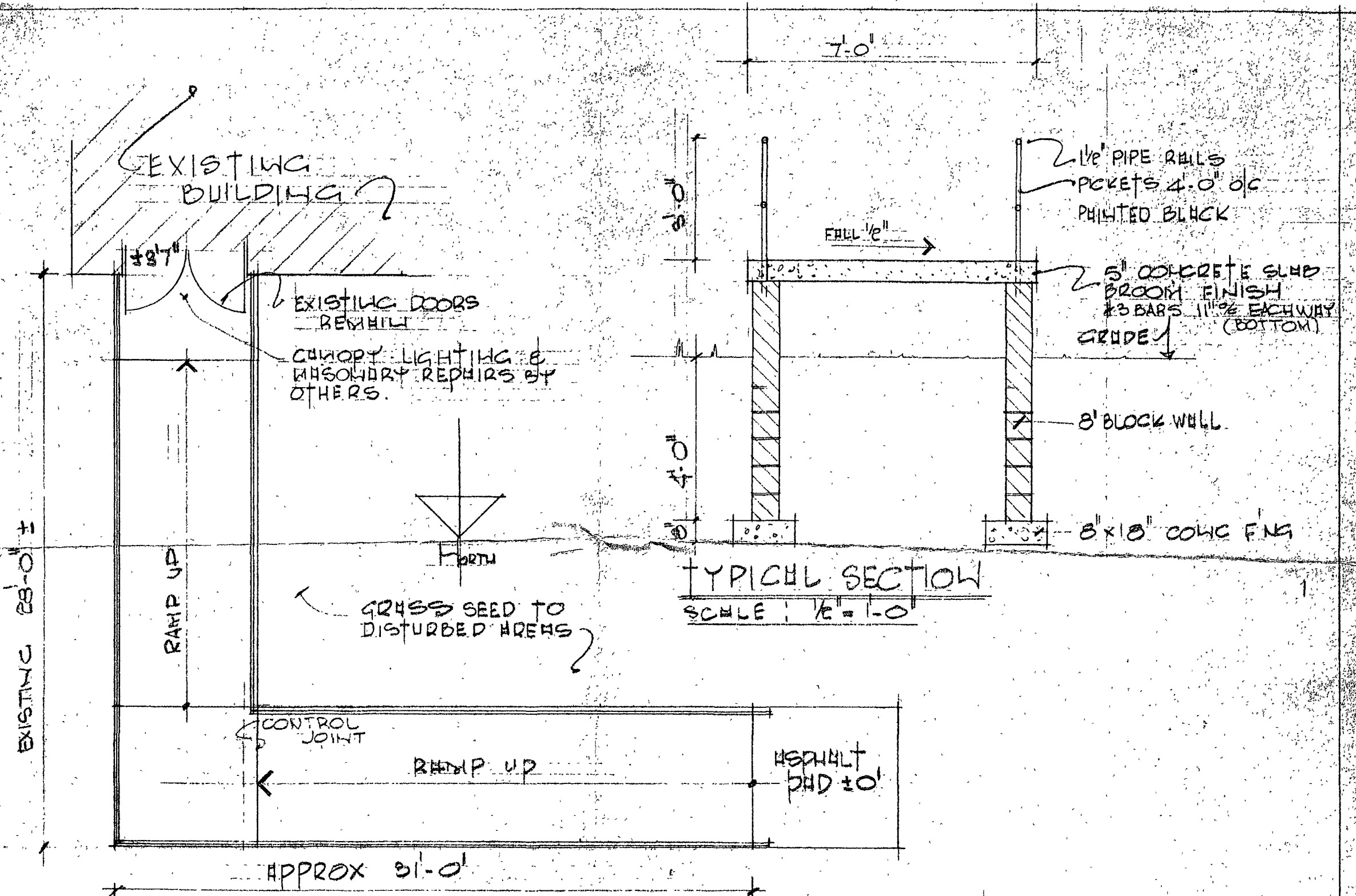
FEMALE W.C

SCALE 1/8" = 1'-0"

MALE W.C



THORPE CONSTRUCTION MANAGEMENT		BRAMPTON DREW	
816342 193 DOUGLAS DRIVE M4G 2H1	ONTARIO TORONTO (416) 412-0277	REVISED TOILETS	
		JUNE 8 78	SCALE 1/8" = 1'-0"
		DRAWN BY PT	DRAWN BY D.S.



EXISTING PAVING

PLAN VIEW

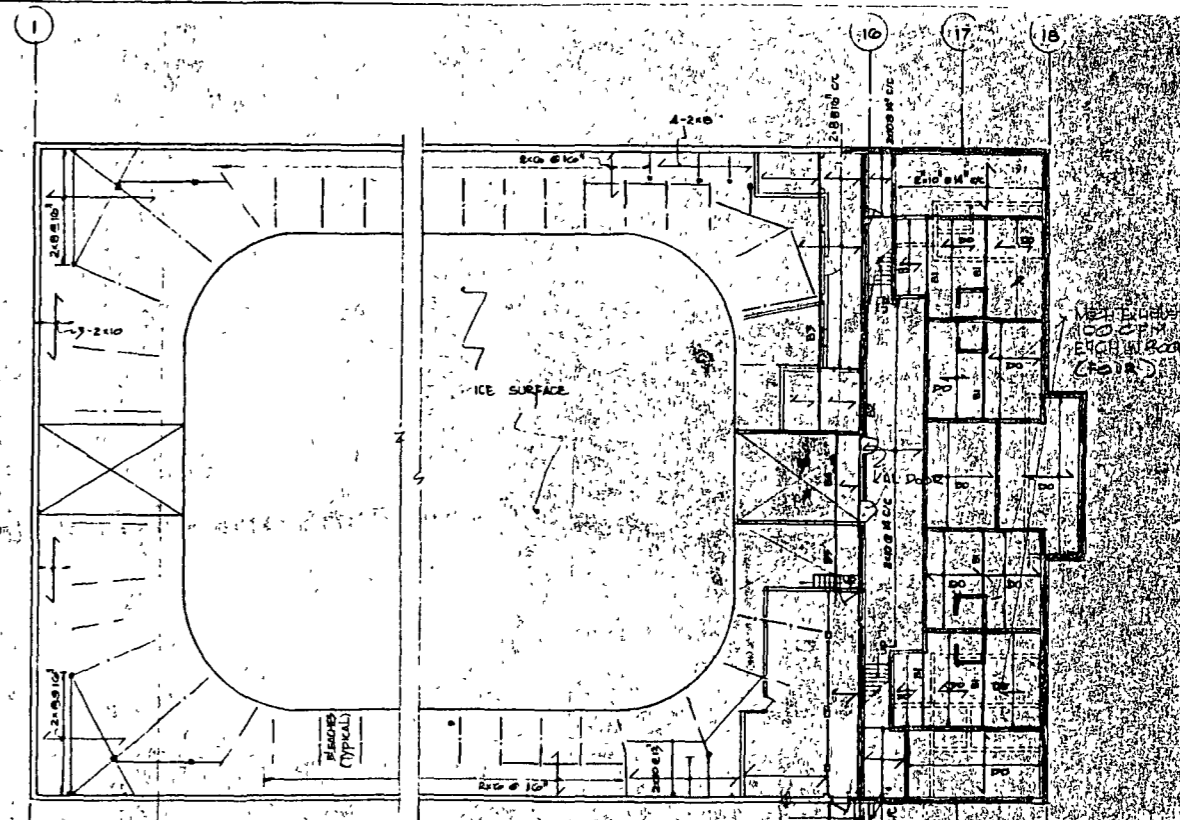
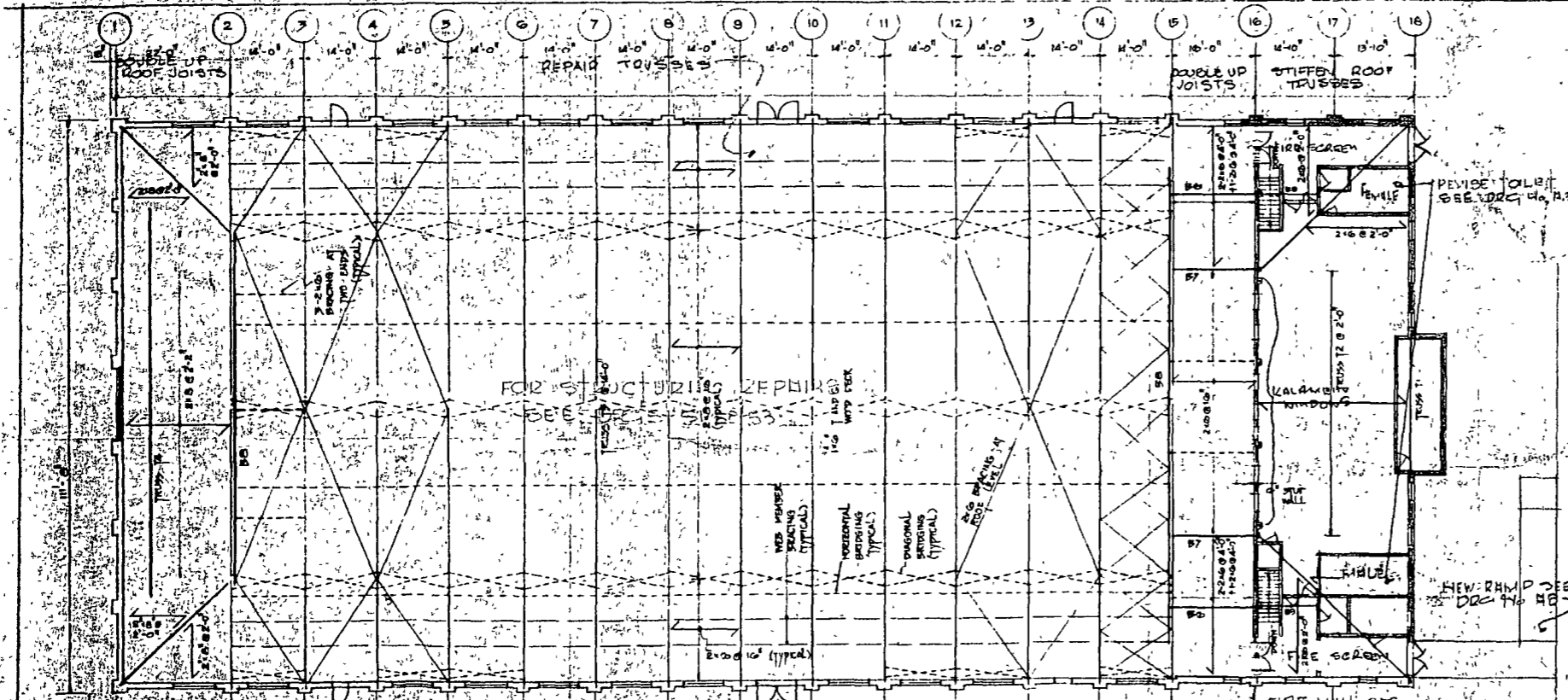
SCALE: 1/4" = 1'-0"



THORPE CONSTRUCTION MANAGEMENT LIMITED

316542 ONTARIO LIMITED
193 DONLEA DRIVE TORONTO
M4G 2N1 (416) 422-0277

BRAMPTON ARENA	
NEW EAST RAMP	
JUNE 8 1978	SCALE: NOTED
DRAWN BY PT	DRG No. RE



NOTE
 MATERIALS USED TO REPAIR
 FROM STRUCTURE TO BE
 INSTALLED UNDER PRIME
 STEEL & PLAIN BOLTS ALL
 OTHERS (EXCEPT FIRE WALL)
 BY OTHERS

EXISTING ROOF FRAMING PLAN
 Scale: 1/8" = 1'-0"



FOR LOCATION OF JOINT
 & RAMP SEE BRG'S APP A

5' FIRE WALL BRICK VENEER WALL
 AT BRIDGE JOINT STOP

EXISTING GROUND FLOOR FRAMING PLAN
 Scale: 1/8" = 1'-0"

BRIMPTON BRELIE
 PROPOSED RENOVATIONS
 SCALE 1/8" = 1'-0"
 JUN 8 1978
 DRAWN: PT
 DRG: KGA

THORPE CONSTRUCTION MANAGEMENT
 316542
 193 DONLEA DRIVE
 M4C 2N1
 ONTARIO
 LIMITED
 TORONTO
 (416) 422-0277

**Morrison, Hershfield,
Burgess & Huggins, Limited**

Consulting Engineers

Edmonton
Guelph
Toronto

3089 Bathurst Street
Toronto, Ontario
M6A 2A4
Telephone (416) 781-1501
Cable Morhersh
Twx 610 491-2248
Telex 06-217884

CF Morrison P Eng
C Hershfield P Eng
M W Huggins P Eng
A J Burgess P Eng
D J L Kennedy P Eng
A B Johns P Eng
A Tork P Eng
W H D Rowan P Eng
R B Dryburgh P Eng
R W McMeekin P Eng
W I McLernon P Eng
D C K Tay P Eng
F J Keenan P Eng
J Knight M Sc F
A T Quaile M Sc F

MIRBI

TIMBER ENGINEERING & WOOD TECHNOLOGY DIVISION

REMEDIAL WORK

BRAMPTON MEMORIAL ARENA

BRAMPTON, ONTARIO

Project 78-718

June 12, 1978

Stipulated price contract

project





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
The Specification Writers Association of 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,
151 O'Connor Street, Ottawa, Canada K2P 1T2.

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement made in duplicate the 12th day of June
in the year Nineteen hundred and Seventy Eight

by and between

. The Corporation of the City of Brampton
.
hereinafter called the "Owner"

and

. 316542 Ontario Limited, an Ontario corporation carrying on business
. under the firm name and style of Thorpe Construction Management.
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 remedial work to Brampton Memorial Arena (insert here the title of the Work and the Project)
which have been signed in duplicate by both the parties, and which were prepared by Morrison, Hershfield, Burgess & Huggins, Limited acting as and hereinafter called the "Engineer" and
- (b) do and fulfill everything indicated by this Agreement, and
- (c) commence the Work by the day of 19 and substantially perform the Work of this Contract as certified by the Engineer by the . . . 13th . . . day of . September 19 . 78.

ARTICLE A-2 CONTRACT DOCUMENTS

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

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

The General Conditions

Supplementary General Conditions

Section 1 - General Requirements

Section 2 - Ramp for the Handicapped

Section 3 - Structural Repairs and Provision of a Fire Separation

Section 4 - Plumbing and Mechanical

Dwg. No. A1, dated June 8, 1978 by Thorpe Construction Management
"Brampton Arena - Proposed Renovations"

Dwg. No. A2, dated June 8, 1978 by Thorpe Construction Management
"Brampton Arena - New East Ramp"

Dwg. No. A3, dated June 8, 1978 by Thorpe Construction Management
"Brampton Arena - Revised Toilets"

Approved Drawings and Specifications referred to in Sections 2, 3, and 4. Said Drawings and Specifications shall be submitted by the Contractor at his own expense on or before the 26th day of June, 1978, for approvals, failing which the Owner may terminate this Contract on written notice to the Contractor without any liability whatsoever to the Contractor.

Article A-2-1 Time

In entering into this Contract the Owner and the Contractor recognize that time is of the essence and undertake to make every reasonable effort to complete the Work as expeditiously as possible.

Article A-2.2 Time for Completion and Liquidating Damages

Notwithstanding the provisions of Article A-1 (c) the Contract shall be totally performed by September 13, 1978. If any portion of the work remains incompleated after that date, the Contractor shall pay to the Owner one hundred dollars (\$100.) for each and every day the work remains incomplete.

Working day is defined as any day -

a) Except Saturdays, Sundays and Statutory Holidays;

(cont'd.)

Article A-2.2 (cont'd.)

- b). Except a day on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom adverse to controlling operation or operations, as determined by the Owner and/or Engineer, from proceeding with at least 60% of the normal labour and equipment force engaged on such operation or operations for at least five (5) hours towards completion of such operation or operations. A controlling operation or operations is to be construed to include any feature of the work considered at the time by the Engineer, and the Contractor, which if delayed, will delay the time of completion of the Contract.

The Owner and/or Engineer will furnish the Contractor with a regular statement showing the number of working days charged to the Contract for the period, the number of working days specified for completion of the Contract, and the number of working days remaining to complete the Contract. The Contractor will be allowed one (1) week in which to file a written protest setting forth in what respects the said statement is incorrect otherwise, the statement shall be deemed to have been accepted by the Contractor as correct.

ARTICLE A-3 CONTRACT PRICE

The Contract Price is One hundred and seventy five thousand
..... Dollars

(\$ 175,000.....) 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 Engineer; and
- (2) upon Substantial Performance of the Work as certified by the Engineer pay to the Contractor any unpaid balance of holdback monies then due; and
- (3) upon Total Performance of the Work as certified by the Engineer pay to the Contractor any unpaid balance of the Contract Price then due.

(b) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in any award by arbitration or court, interest at the rate of 1 per cent per month of such unpaid amounts, including earned interest, shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

ARTICLE A-5 ADDRESSES FOR NOTICES

All communications in writing between the parties or between them and the Engineer 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~~ prepaid first class mail or by telegram 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 193 Donlea Drive.....
street and number and postal box number if applicable

Toronto, Ontario M4G 2N1.....
post office or district, province, postal code

The Engineer at 3089 Bathurst Street.....
street and number and postal box number if applicable

Toronto, Ontario M6A 2A4.....
post office or district, province, postal code

and if sent by prepaid first class mail or telegram shall be deemed to have been received on the second business day following the mailing or transmitting thereof.

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

THE CORPORATION OF THE CITY OF
name BRAMPTON

signed

JAMES E. ARCHDEKIN, Mayor
name and title

signed

R. DAVID TUFTS, Acting Clerk
name and title

Contractor

316542 ONTARIO LIMITED
name

signed

P. THORPE PRESIDENT
name and title

signed

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.

1.2 Owner, Engineer, Contractor

The Owner, Engineer 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, Engineer and Contractor means the Owner, Engineer 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. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender.

1.4 The Project

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

1.5 The Work

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

1.6 Products

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

1.7 Other Contractor

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

1.8 Place of Building

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

1.9 Law of the Contract

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

1.10 Time

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

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

(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 Engineer.

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 Engineer.

GC 2 DOCUMENTS

- 2.1 The Contract Documents shall be signed in duplicate by the Owner and the Contractor.
- 2.2 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.
- 2.3 The intention of the Contract Documents is to include all labour, products and services reasonably necessary to perform the Work in accordance with these documents. It is not intended, however, that the Contractor shall supply any products or work not covered by or properly inferable from any of the Contract Documents.
- 2.4 Words which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 2.5 In the event of conflicts between Contract Documents the following shall apply:
 - (a) Documents of later date shall govern.
 - (b) Figured dimensions shown on the Drawings shall govern even though they may differ from scaled dimensions.
 - (c) Drawings of larger scale shall govern over those of smaller scale of the same date.
 - (d) Specifications shall govern over Drawings.
 - (e) The General Conditions of the Contract shall govern over Specifications.
 - (f) Supplementary General Conditions shall govern over the General Conditions of the Contract.
 - (g) The Agreement shall govern over all documents.

GC 3 ADDITIONAL INSTRUCTIONS

- 3.1 During the progress of the Work the Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer.
- 6.3 Models furnished by the Contractor or the Owner are the property of the Owner.

GC 7 ENGINEER'S DECISIONS

- 7.1 The Engineer, 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 Engineer shall use his powers under the Contract to enforce its faithful performance by both parties hereto.
- 7.2 The Contractor shall notify the Engineer in writing immediately should he hold that a decision by the Engineer 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 Engineer decides that the disputed work shall be carried out, the Contractor shall act according to the Engineer'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 Engineer's employment be terminated, the Owner shall appoint an Engineer whose status under the Contract shall be that of the former Engineer.
- 7.5 Nothing contained in the Contract Documents shall create any contractual relationship between the Engineer and the Contractor.

GC 8 DELAYS

- 8.1 If the Contractor is delayed in the performance of the Work by any act or neglect of the Owner, Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer shall decide as justifying a delay for such reasonable time as the Engineer may decide.
- 8.5 No extension shall be made for delay unless written notice of claim is given to the Engineer within fourteen (14) days of its commencement, providing that in the case of a continuing cause of delay only one claim shall be necessary.
- 8.6 If no schedule is made under GC 3 – Additional Instructions, no claim for delay shall be allowed on account of failure to furnish instructions until two (2) weeks after a demand for such instructions and not then unless such claim is reasonable.
- 8.7 The Engineer shall not, except by written notice to the Contractor, or as provided in GC 15 – Emergencies, stop or delay any part of the work pending instructions or proposed changes in the work.

GC 9 OWNER'S RIGHT TO DO WORK

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

- 9.3 If the Contractor fails to comply with the provisions 9.1 and 9.2 the Owner may, without prejudice to any other right or remedy he may have, correct such default and may deduct the cost thereof from the payment then or thereafter due the Contractor provided, however, that the Engineer 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 Engineer 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 Engineer, 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 Engineer's instructions; or
- (d) otherwise violates the provisions of the Contract to a substantial degree.

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

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

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

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

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

- (a) take possession of the premises and products and utilize the construction machinery and equipment, the whole subject to the rights of third parties, and to finish the Work by whatever method he may deem expedient but without undue delay or expense;
- (b) withhold any further payments to the Contractor until the Work is finished;
- (c) upon Total Performance of the Work, charge the Contractor the amount by which the full cost of finishing the Work as certified by the Engineer, including compensation to the Engineer for his additional services and a reasonable allowance as determined by the Engineer to cover the cost of any corrections required by GC 33 – Warranty, exceeds the unpaid balance of the Contract Price; or if such cost of finishing the Work is less than the unpaid balance of the Contract Price, pay the Contractor the difference.
- (d) on expiry of the warranty period, charge the Contractor the amount by which the cost of corrections under GC 33 – Warranty exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the Contractor the difference.

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

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

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

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

- (a) the Engineer 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 Engineer 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 Engineer any apparent deficiencies in Other Contractors' work which would affect the Work of this Contract immediately they come to his attention and shall confirm such report in writing. Failure by the Contractor to so report shall invalidate any claims against the Owner by reason of the deficiencies of Other Contractors' work except as to those of which he was not reasonably aware.
- 12.5 The Owner shall take all reasonable precautions to avoid labour disputes or other disputes on the Project arising from the Work of Other Contractors.

GC 13 ASSIGNMENT

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

GC 14 SUBCONTRACTORS

- 14.1 The Contractor agrees to preserve and protect the rights of the Parties under the Contract with respect to any work to be performed under subcontract. He therefore agrees to:

(a) require his Subcontractors to perform their work in accordance with and subject to the terms and conditions of the Contract Documents, and

(b) be as fully responsible to the Owner for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

The Contractor therefore agrees that he will incorporate all the terms and conditions of the Contract Documents into all Subcontract Agreements he enters into with his Subcontractors.

- 14.2 The Contractor agrees to employ those Subcontractors proposed by him in writing and accepted by the Owner prior to the signing of the Contract for such portions of the Work as may be designated in the bidding requirements.
- 14.3 The Owner may, for reasonable cause, object to the use of a proposed Subcontractor and require the Contractor to employ one of the other subcontractor bidders.
- 14.4 In the event that the Owner requires a change from any proposed Subcontractor the Contract Price shall be adjusted by the difference in cost occasioned by such required change.
- 14.5 The Contractor shall not be required to employ as a Subcontractor any person or firm to whom he may reasonably object.
- 14.6 The Engineer 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 Engineer 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 Engineer 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 Engineer, 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 case of any dispute arising between the Owner and the Contractor as to their respective rights and obligations under the Contract, either party hereto shall be entitled to give to the other notice of such dispute. 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 thereupon request arbitration pursuant to such provisions. In the event that no provision or agreement is made for arbitration, then either party may seek recourse in such judicial tribunal as the circumstances may require.
- 16.2 Arbitration proceedings or legal proceedings shall not take place until after the performance or alleged performance of the disputed work except:
- (a) when the dispute concerns a certificate for payment,
 - (b) where either party can show that the matter in dispute requires immediate consideration while evidence is available,
 - (c) in the case of legal proceedings, where the action may become prescribed by reason of delay.

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 Engineer, 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 Engineer, 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 Engineer, their agents and employees, or
 - (b) the giving of or the failure to give decisions or instructions by the Owner, the Engineer, 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 Engineer's monthly certificates for payment.
- 19.7 A schedule shall be prepared jointly by the Engineer and Contractor to show when items called for under cash allowances must be authorized by the Engineer for ordering purposes so that the progress of the Work will not be delayed.

GC 20 CHANGES IN THE WORK

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

GC 21 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK

- 21.1 The value of any change shall be determined in one or more of the following methods:
- (a) by estimate and acceptance in a lump sum
 - (b) by unit prices set out in the Contract or subsequently agreed upon
 - (c) by cost and a fixed or percentage fee.
- 21.2 When a change in the Work is proposed or required the Contractor shall present to the Engineer for approval his claim for any change in the Contract Price and/or change in Contract Time. The Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer may reasonably direct, and when approved by the Engineer 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 Engineer may reasonably require to establish the value and delivery of the products.
- 22.6 Applications for release of holdback monies following the Substantial Performance of the Work and the application for final payment shall be made at the time and in the manner set forth in GC 23 – Certificates and Payments.

GC 23 CERTIFICATES AND PAYMENTS

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

- 23.2 The Owner shall within five (5) days of the issuance of a certificate for payment by the Engineer, make payment to the Contractor on account in accordance with the provisions of Article A-4 of the Agreement.
- 23.3 Notwithstanding any other provisions of this Contract:
- (a) If on account of climatic or other conditions reasonably beyond the control of the Contractor there are items of work that cannot be performed, the payment in full for work which has been performed as certified by the Engineer 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 Engineer 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 Engineer has certified that a Subcontract has been totally performed to his satisfaction prior to the Substantial Performance of this Contract, the Owner shall pay the Contractor the holdback retained for such Subcontractor on the day following the expiration of the Statutory Limitation Period stipulated in the Mechanics' Lien Act applicable to the place of building.
- 23.4 Notwithstanding the provisions of 23.3 (b) and notwithstanding the wording of such certificates the Contractor shall ensure that such work is protected pending the Total Performance of the Contract and be responsible for the correction of any defects in it regardless of whether or not they were apparent when such certificates were issued.
- 23.5 The Engineer 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 Engineer shall within seven (7) days of his inspection notify the Contractor of his approval or disapproval of the application. When the Engineer 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 Engineer, 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 Engineer 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 Engineer 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 Engineer shall within seven (7) days of his inspection notify the Contractor of his approval or disapproval of the application. When the Engineer 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 order 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 Engineer in writing requesting direction immediately any such variance or change is observed by him.
- 25.5 If the Contractor fails to notify the Engineer 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 Engineer, the Contractor shall provide such evidence of compliance by himself and any or all of his Subcontractors.

GC 28 LIABILITY INSURANCE

28.1 Comprehensive General Liability Insurance

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

(b) The insurance shall be in the joint names of the Contractor, the Owner and the Engineer, 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 Engineer.

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

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

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

28.2 Automobile Liability Insurance

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

28.3 Aircraft and/or Watercraft Liability Insurance

The Contractor shall provide and maintain liability insurance with respect to owned or non-owned aircraft and watercraft, as may be applicable, subject to limits of not less than one million dollars inclusive. Such insurance shall be in the joint names of the Contractor, the Owner, the Engineer 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 Engineer issues a certificate of Total Performance.

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

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

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

GC 29 PROPERTY INSURANCE

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

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

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

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

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

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

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

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

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

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

29.5 All such insurance shall be maintained continuously until ten (10) days after the date the Engineer 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 Engineer'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 Engineer may decide.

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

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

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

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

GC 30 PROTECTION OF WORK AND PROPERTY

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

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

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

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

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

GC 31 DAMAGES AND MUTUAL RESPONSIBILITY

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

GC 32 BONDS

- 32.1 The Owner shall have the right during the period stated in the tender documents for acceptance of the tender to require the Contractor to provide and maintain in good standing until the fulfilment of the Contract, bonds covering the faithful performance of the Contract including the requirements of the Warranty provided for in GC 33 – Warranty, and the payment of all obligations arising under the Contract.
- 32.2 All such bonds shall be issued by a duly incorporated surety company approved by the Owner and authorized to transact a business or suretyship in the Province or Territory of the place of building. The form of such bonds shall be the latest edition of the CCA approved forms.
- 32.3 If bonds are called for in the tender documents the costs attributable to providing such bonds shall be included in the tender price.
- 32.4 Should the Owner require the provision of a bond or bonds by the Contractor after the receipt of tenders for the Work, the Contract Price shall be increased by all costs attributable to providing such bonds.
- 32.5 The Contractor shall promptly provide the Owner, through the Engineer, 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 Engineer's final certificate nor payment thereunder shall relieve the Contractor from his responsibility hereunder.
- 33.4 The Owner and/or the Engineer 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 Engineer 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 Engineer and shall not be changed except for good reason and only then after consultation with and agreement by the Engineer.
- 35.3 The superintendent shall represent the Contractor at the Work site and directions given to him by the Engineer 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 Engineer.
- 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 Engineer 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 Engineer before the time of tender submission.
- 37.2 After prompt investigation, should the Engineer 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 Engineer 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 Engineer's instructions regarding signs, advertisements, fires and smoking.

GC 39 CLEANUP AND FINAL CLEANING OF WORK

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

GC 40 CUTTING AND REMEDIAL WORK

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

GC 41 INSPECTION OF WORK

- 41.1 The Owner and the Engineer 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 Engineer's instructions or the laws or ordinances of the place of building the Contractor shall give the Engineer timely notice requesting inspection. Inspection by the Engineer shall be made promptly. The Contractor shall arrange inspections by other authorities and shall notify the Engineer 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 Engineer, 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 Engineer. 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 Engineer 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 Engineer 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 Engineer 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 Engineer.

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 Engineer may reasonably request.
- 43.3 Prior to submission to the Engineer 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 Engineer 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 Engineer 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 Engineer may direct. At the time of submission the Contractor shall notify the Engineer in writing of any deviations in the shop drawings from the requirements of the Contract Documents.
- 43.5 The Engineer 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 Engineer'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 Engineer.
- 43.6 The Contractor shall make any changes in shop drawings which the Engineer may require consistent with the Contract Documents and resubmit unless otherwise directed by the Engineer. When resubmitting, the Contractor shall notify the Engineer in writing of any revisions other than those requested by the Engineer.

GC 44 SAMPLES

- 44.1 The Contractor shall submit for the Engineer's approval such standard manufacturers' samples as the Engineer 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 Engineer test results and mix designs as may be requested.
- 45.2 The cost of tests and mix designs beyond those called for in the Contract Documents or beyond those required by laws, ordinances, rules and regulations relating to the Work and the preservation of public health, shall be authorized as an addition to the Contract Price as provided in GC 20 – Changes in the Work.

SUPPLEMENTARY GENERAL CONDITIONS

The General Conditions of the Canadian Standard Construction Document for Stipulated Price Contract, Document No. 2 (Engineers), 1974, are hereby amended as follows:

1. GC 1 - DEFINITIONS

Add the following paragraphs:

1.13 Wherever the words "approved", "satisfactory", "selected", "directed", "permitted", "inspected", "instructed", "required", "submit", "ordered", are used in the Contract Documents, it shall be understood unless the context provides otherwise, that the words "by the Engineer" follow.

1.14 The word "provide" with reference to materials, products and equipment shall mean to supply and install.

2. GC 6 - OWNERSHIP OF DOCUMENTS AND MODELS

Amend Clause 6.1 to read:

All Contract Documents and copies thereof furnished by the Contractor are and shall remain his property.

Amend Clause 6.2 to read:

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

3. GC 14 - SUBCONTRACTORS

Delete the phrase "...prior to the signing of the Contract..." from Clause 14.2.

4. GC 15 - EMERGENCIES

Delete the phrase "...notwithstanding Article 1690 of the Quebec Civil Code".

5. GC 17 - INDEMNIFICATION

Amend Clause 17.1 to read:

Except as provided in 17.2 and 17.3, the Contractor shall indemnify and hold harmless the Owner and the Engineer, 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.

6. GC 22 - APPLICATION FOR PAYMENT

Add the following paragraphs:

22.7 With the second and all subsequent applications for payment, except the final and release of holdback applications, the Contractor shall submit a Statutory Declaration. Statutory Declaration shall be standard CCA Form 9B Revised 1968.

22.8 For release of holdback on work under a subcontract which is 100% complete the Subcontractor shall submit a Statutory Declaration (Standard CCA Form 9C) which shall accompany the Contractor's Statutory Declaration for progress payments. With his invoice for final payment the Contractor shall submit a Statutory Declaration (Standard CCA Form 9A).

7. GC 24 - TAXES AND DUTIES

Add the following paragraphs:

24.4 The Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract, with the exception of Ontario Retail Sales Tax on building materials as permitted by the Ontario Retail Sales Act, 1960-61, and amendments thereto.

24.5 The Contractor shall provide, on request, a detailed breakdown of all taxes paid in such form as the owner may require for the purpose of applying for tax rebates.

The Contractor shall further provide documentary proof in support of all such statements.

8. GC 25 - PERMITS, NOTICES, LAWS AND RULES

Delete Clause 25.2 and substitute the following:

25.2 The Contractor shall obtain at his own expense, all necessary permits or licences required for the execution of the Work. The Contractor shall not be responsible for obtaining of permanent easements or rights of servitude.

Amend Clause 25.4 to read:

The Contractor shall 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 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 Engineer in writing requesting direction immediately any such variance or change is observed by him.

9. GC 29 - PROPERTY INSURANCE

Amend Clause 29 throughout by interchanging the words "Contractor" and "Owner".

Amend Clause 29.2 to read:

"....providing equivalent coverage, OR by adding a rider to the existing policy."

10. GC 32 - BONDS

Amend Clause 32.2 to read:

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. The form of such bonds shall be approved by the Owner.

11. GC 33 - WARRANTY

Amend Clause 33.1 to read:

"....within a period of two (2) years..."

Amend Clause 33.5 to read:

The Contractor shall be liable for the proper performance of the Work.

12. GC 36 - LABOUR AND PRODUCTS

Amend Clause 36.1 to read:

Unless otherwise stipulated elsewhere in the Contract Documents, the Contractor shall provide and pay for all labour, products, tools, construction equipment and machinery, transportation and other facilities and services necessary for the proper performance of the Work.

Add the following paragraph:

36.4 At no cost to the Contractor, the Owner shall provide all water, heat, light and electricity necessary for the proper completion of the Work.

SECTION 1 - GENERAL REQUIREMENTS

1. GENERAL

1. The General Conditions of the Canadian Standard Construction Document No. 2 (Engineers) for Stipulated Price Contract, 1974, and the Supplementary General Conditions shall govern all Work.
2. Except where specified otherwise, Section 1 General Requirements shall apply to the work of all other Sections of the Specifications.

2. SCOPE OF WORK

Supply all labour, materials, plant, tools, equipment, and services to complete the structural repairs, the installation of the fire separation, the modifications required for the handicapped, and the mechanical alterations necessary to bring the Brampton Memorial Arena into structural compliance with the Ontario Building Code and as described on Dwg.'s No. A1, A2 and A3 of the Contract Documents. The Professional Engineer responsible for the design shall perform field review of the Work during the course of construction to ensure conformance to the design.

3. PROGRESS REPORTS

The Contractor shall keep a permanent written record on the site of the progress of the work. This record shall be open to the inspection of the Engineer at all reasonable times. A copy shall be furnished to the Engineer upon request.

4. GRADES, LINES AND LEVELS

All grades, lines, or levels are to be provided by the Contractor. The Contractor has full and sole responsibility for those dimensions which affect the Work.

5. DOCUMENTS ON SITE

1. The Contractor shall keep in good order on site one copy of up-to-date Drawings, Specifications and approved Shop Drawings.
2. The Contractor shall maintain one set of Record Drawings on which all changes from the Drawings shall be recorded during progress of the work.

6. WATER AND POWER

1. Light, heat and water will be provided by the Owner for construction purposes at no cost to the Contractor. The Contractor shall connect to existing power and water sources within the building as designated by the Engineer.
2. The Owner will have the right to charge the Contractor for excessive use or unnecessary waste of above services as determined by the Owner and/or the Engineer.

7. TOILET FACILITIES

1. The Owner will make available the existing toilet facilities to the Contractor.

8. SHORING, BARRICADES, STAIRS & SCAFFOLDING

1. The Contractor shall provide all temporary shoring, staging, scaffolding, barricades, temporary runways, platforms and ladders required for the work unless specifically noted otherwise.
2. The Contractor shall provide all general barricades, guard rails, opening covers, temporary ladders and stairs designed to meet safety regulations and to provide personnel access to the work during the construction period, unless specifically listed otherwise.
3. The Contractor shall erect scaffolding independent of the building walls and shall promptly remove said scaffolding when no longer required.

9. FIRE PROTECTION

1. The Contractor shall provide and maintain fire extinguishers on the site for the protection of the building.
2. When performing work with an open flame or volatile materials, or when performing other hazardous work, the Contractor shall provide all fire protection equipment necessary for the safe operation of this equipment and the safe performance of the work.
3. The Contractor shall be responsible for obtaining approval of the authorities having jurisdiction for all fire protection measures employed.

10. PROTECTION

1. The Contractor shall provide adequate protection of materials and work from damage and staining by weather and other causes, and shall protect adjacent materials and work of other trades to prevent damage. The Contractor shall make good any damage. The Owner will permit the Contractor to store construction materials and equipment inside the building at locations to be designated by the Engineer.
2. The Contractor shall at all times provide protection so as to maintain all work, materials, apparatus and fixtures, free from injury or damage. At the end of the day's work, all new work likely to be damaged shall be adequately protected.
3. The Contractor has final responsibility for that portion of the building where remedial measures are being performed. All damage, soiling and staining occurring from the time site is turned over to him until the work is completed will be made good at no additional cost to the Owner.
4. The Contractor, shall protect adjoining properties from all damage, soiling and staining during the construction period and during any period when the work is closed down for any cause.
5. The Contractor shall take precautions to prevent the overloading of any part of the building, falsework or scaffolding during operations.
6. Stockpiling of damp or wet building materials and use of mixing boxes or water buckets without providing means for protecting floors from moisture gain shall not be permitted.
7. The Contractor shall maintain all exterior openings in the existing building weather-tight at all times. The Contractor shall provide all temporary protection, enclosures, tarpaulins and other materials as may be required.
8. The Contractor shall protect from damage due to construction activities and the elements all existing finishes, services, structural elements and equipment to remain. The Contractor shall make good any damage.
9. The Owner will re-key the locks on the building's entrances prior to the start of construction. New keys will be provided to the Contractor and to the Director of Parks and Recreation. During the construction period

the Contractor has final responsibility for all of the building, including the security thereof.

11. LOCATION OF EXISTING UTILITIES

Sole responsibility shall be assumed by the Contractor for the correctness and completeness of the Drawings with respect to existing utilities, pipes, or other objects. Should the present location of such utilities, pipes or other objects interfere with the installation of the concrete ramp, said utilities, pipes or other objects shall be moved at the Owner's expense. It shall be the Contractor's responsibility to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

12. INSPECTION AND TESTS

1. The cost of all testing and inspection of materials will be borne by the Owner, and arranged by the Engineer unless otherwise specified in the Contract Documents.
2. The Contractor shall supply to the Engineer, at no cost to the Owner and/or the Engineer, such materials, labour and other assistance as may be required to procure, package and ship all test samples.

13. REMEDIAL WORK

All repairs and patching shall use similar materials and be of a quality equal to the original work. Where existing material is removed and replaced the new material shall be of equal quality to that removed. First quality workmanship shall be employed at all times.

14. USE OF PREMISES

The entire area in which remedial work is to be performed will be made available to the Contractor.

15. CLEANING

The Contractor shall remove and dispose of debris caused by the work as it accumulates during the course of construction and keep the building and grounds neat and orderly. Upon completion the Contractor shall remove all equipment, tools, waste and surplus material from the site and leave in a neat, tidy condition to the satisfaction of the Engineer.

16. DATA SUMMARY

1. Upon completion of the work the Contractor shall submit to the Engineer the Record Drawings.
2. The Contractor shall provide the Owner with one set of the as-built drawings.

17. SITE SIGNS

No signs shall be erected at the site without the approval of the Engineer.

18. PERFORMANCE BOND

The Contractor shall supply a Performance Bond in the amount of one hundred per cent (100%) of the Contract Price issued by an approved Guarantee Company for the faithful performance of this Contract, including the maintenance guarantee for the time period specified. A cash deposit in the amount of one hundred per cent (100%) is acceptable in lieu of a Performance Bond. Any performance bond or cash deposit will be subject to the Owner's approval.

19. DESIGNER'S LIABILITY INSURANCE

The Registered Professional Engineer responsible to the Contractor for the design of the structural modifications to the roof structure shall carry professional liability insurance with a minimum limit of not less than \$250,000.

SECTION 2 - RAMP FOR THE HANDICAPPED

1. GENERAL

The General Conditions of the Contract and General Requirements in the Specification shall apply to and govern this Work.

2. SCOPE OF WORK

The Contractor shall provide all labour, materials, plant, tools, equipment, hoisting and transportation and services necessary for the work of this Section. This Section shall consist of the following work:

1. The dismantling and removal of the existing stairs and landing at the building's east entrance.
2. The installation of a concrete ramp at this east entrance which conforms with the requirements of Part 5 of the Ontario Building Code and Dwg. No. A2 of this Contract. The ramp shall not encroach on the existing parking space.
3. The installation of replacement stairs at this east entrance is not included in the Contract.
4. Modifications to the existing west entrance are not included in the Contract.

3. GOVERNMENTAL REGULATIONS

The Contractor shall comply with all existing governmental regulations relating to the work required by this Section including without limiting the generality of the foregoing, the Ontario Building Code, and where applicable the Canadian Electrical Code and the Canadian Plumbing Code and all Municipal By-Laws.

4. DESIGN AND SPECIFICATIONS

The Contractor shall provide Drawings and Specifications indicating precisely the proposed layout, methods, and materials of the concrete ramp. Drawings shall bear the stamp of a Registered Professional Engineer.

5. APPROVALS

Before proceeding with the Work, the Contractor shall obtain approval of the design from each of:

- (i) The Ministry of Labour,
- (ii) City of Brampton Building and Zoning Department, and
- (iii) The Engineer.

SECTION 3 - STRUCTURAL REPAIRS AND
PROVISION OF A FIRE SEPARATION

1. GENERAL

The General Conditions of the Contract and General Requirements in the Specifications shall apply to and govern this Work.

2. SCOPE OF WORK

The Contractor shall provide all labour, materials, plant, tools, equipment, hoisting and transportation and services necessary for the Work of this Section of the Contract. This Section shall consist of the following work:

1. The repair, strengthening, and/or replacement of all sheathing, joists, purlins, beams, columns, arches, and trusses to the extent that the completed building conforms with the structural requirements of the Ontario Building Code. Such work is to be carried out in a way that will not appreciably encroach upon the building's existing free space, would not significantly impair the utility of the completed structure, and will not detract from the aesthetic quality of the existing building.
2. The installation between the auditorium and the arena proper of an approved fire separation, in accordance with Dwg. No. A1.

Firerating the dividing wall will be completed by furring out on each side with 1 x 2 strapping at 16 in. o/c and covered with 5/8 in. gypsum board taped, sanded, and painted with two (2) coats semi-gloss alkyd.

A 4 ft. high painted 1/2 in. plywood dado will be applied to protect the wall. The existing windows to the cafeteria will be reglazed in 1/4 in. polished Georgian wired glass and the frames covered with metal (this will create kalamein openings). Hollow metal doors and frames will be installed with 1/4 in. polished Georgian wired glass.

3. GOVERNMENTAL REGULATIONS

The Contractor shall comply with all existing governmental regulations relating to the work required by this Section including without limiting the generality of the foregoing, the Ontario Building Code, and where applicable the Canadian Electrical Code and the Canadian Plumbing Code and all Municipal By-laws.

4. DESIGN AND SPECIFICATIONS

The Contractor shall provide Drawings and Specifications indicating precisely the proposed layout, methods and materials of this Section. Drawings shall bear the stamp of a Registered Professional Engineer.

5. APPROVALS

1. The Contractor shall obtain approvals for the design of the structural repairs and the fire separation from each of:
 - (i) Ministry of Labour,
 - (ii) City of Brampton Building and Zoning Department,
and
 - (iii) The Engineer.
2. The Contractor shall obtain approval for the design of the fire separation from the City of Brampton Fire Department.

SECTION 4 - PLUMBING AND MECHANICAL

1. GENERAL

The General Conditions of the Contract and General Requirements in the Specifications shall apply to and govern this Work.

2. SCOPE OF WORK

The Contractor shall provide all labour, materials, plant, tools, equipment, hoisting and transportation and services necessary for the Plumbing and Mechanical work required in the Contract. This Section shall consist of the following Work:

1. The installation of exhaust fans and ductwork to the lower level toilets to discharge directly to the outside, complete with relief air provisions.
2. The provision, in each of the mens and womens upper level toilets and in accordance with Dwg. No. A3, of one water closet for the handicapped conforming with the requirements of Part 5 of the Ontario Building Code.
3. The installation of new toilet fixtures and partitions in accordance with Dwg. No. A3.

3. GOVERNMENTAL REGULATIONS

The Contractor shall comply with all existing governmental regulations relating to the work required by this Section including without limiting the generality of the foregoing the Ontario Building Code, and where applicable the Canadian Electrical Code and the Canadian Plumbing Code and all Municipal By-laws.

4. DESIGN AND SPECIFICATIONS

The Contractor shall provide Drawings and Specifications indicating precisely the proposed layout, methods and materials of this Section. Drawings shall bear the stamp of a Registered Professional Engineer.

5. APPROVALS

The Contractor shall be responsible for acquiring approvals for the design from each of:

- (i) Ministry of Labour,
- (ii) City of Brampton Building and Zoning Department, and
- (iii) The Engineer.