

TOWN OF SALTCOATS
REQUEST FOR PROPOSALS No. 2
FOR
DESIGN/BUILD TOWN SHOP

INDEX TO CONTRACT DOCUMENTS

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INSTRUCTIONS TO PROPONENTS

ARTICLE 1. PROPOSAL

Sealed proposals marked "Proposal No. 2 for Design/Build Saltcoats Town Shop" will be received at the office of Town of Saltcoats up to 2:30 p.m., local time, Monday, April 16, 2018.

ARTICLE 2. SIGNED PROPOSALS

The Proponent must sign the Proposal Form and give his business address. The Proposal Form must be signed by the duly authorized official(s), and in the case of a corporation, shall be sealed with the corporate seal.

ARTICLE 3. ACCEPTANCE OF PROPOSALS

The Proposals shall be open for acceptance without change for sixty (60) days from the closing of proposals. The lowest or any proposal will not necessarily be accepted.

The Owner reserves the right to accept or reject any or all Proposals and to waive irregularities and formalities at his discretion. Without limiting the generality of the foregoing, proposals may be rejected that are unsigned, incomplete, conditional, illegible, unbalanced, obscure or that contain reservations, erasures, alterations, or additions not called for.

As it is the purpose of the Owner to obtain the most suitable and most advantageous proposal to the interests of the Owner, notwithstanding anything else contained within the Instructions to Proponents, the Owner reserves the right, in its sole and unfettered discretion, to reject or accept any proposal, compliant or not, including the right to reject all proposals.

ARTICLE 4. PROPOSAL GUARANTEE

The Proposal must be accompanied by a Guarantee in either of the following forms:

Bid Bond and Consent of Surety

The Proposal must be accompanied by a Proposal Bond in the amount of ten (10) percent of the Total of Proposal along with a Consent of Surety. The Bond and Consent of Surety must be provided in an acceptable form by an agency licensed to do work in the Province of Saskatchewan.

OR

Certified Cheque

The Proposal must be accompanied by a Certified Cheque in the amount of five (5) percent of the total of Proposal.

The Proposal Guarantee will be returned to the Proponents upon the signing of the Contract Agreement with the successful Proponent or the rejection of all Proposals. If the successful Proponent fails to execute the Contract Agreement and to provide the bonds or additional securities stipulated in the general conditions within the time agreed to in the Proposal Form, his Proposal Guarantee will be forfeited to and retained by the Owner in the amount of the difference in money between the amount of the proposal price and the amount for which the Owner may legally contract with another party to perform the work if the latter amount is in excess of the former.

INSTRUCTIONS TO PROPONENTS

ARTICLE 5. CONTRACT DOCUMENTS

The Contract Documents consist of all parts listed in the "Index to Contract Documents".

ARTICLE 6. EXAMINE CONTRACT DOCUMENTS AND SITE CONDITIONS

Before submitting a Proposal, the Proponent shall carefully examine the Contract Documents and the site of the work, and shall fully inform himself as to existing conditions and limitations which will affect the execution of the Contract. No consideration will be given, after submission of a Proposal, to any claim that there was any misunderstanding in respect to the conditions imposed by the Contract.

ARTICLE 7. DISCREPANCIES OR OMISSIONS

Should a Proponent find discrepancies in, or omissions from, the drawings or other documents, or should he be in doubt as to their meaning, he should at once notify the Engineer.

No verbal agreement or conversation with any officer, agent or employee of the Owner or the Engineer shall affect or modify any of the terms or obligations herein stated.

ARTICLE 8. WITHDRAWAL OF PROPOSAL

A Proponent may, without prejudice to himself, withdraw his proposal at any time prior to two (2) hours of the time set for the closing of proposals.

ARTICLE 9. PROPONENT'S QUALIFICATIONS

The Proponent will be required to submit evidence to satisfy the Owner and the Engineer as to his competency for carrying out the work satisfactorily and within the time stated in the Proposal Form.

ARTICLE 10. SUBCONTRACTORS

The Proponent must submit, in the Proposal Form, the names of all subcontractors he proposes to employ on the work. The Engineer may require the Contractor to submit evidence as to the competency of the sub-contractors. The sub-contractors may not be changed and additional sub-contractors may not be employed without the written consent of the Engineer.

ARTICLE 11. AWARD

The Owner will, following receipt of an acceptable proposal, issue in writing a Notice of Award to the successful Proponent. This Notice will be given as soon as possible following the closing of proposals and, unless otherwise agreed to by the Proponent, not later than sixty (60) days following the closing of proposals.

ARTICLE 12. PERFORMANCE GUARANTEE

To ensure the faithful execution and proper fulfillment of the Contract, the successful Proponent shall provide the Owner with the Bonds or additional securities and Certificates of Insurance as required in the General Conditions of the Contract Documents, and shall submit these documents to the Owner with the executed Contract Agreement within ten (10) days of the Notice of Award.

INSTRUCTIONS TO PROPONENTS

ARTICLE 13. NOTICE TO PROCEED

Following receipt, by the Owner, of the executed Contract Agreement along with the necessary Bonds and Certificates of Insurance, written Notice to Proceed with the work will be given to the Contractor by the Owner.

ARTICLE 14. SAFETY

The Contractor shall have a certified Safety Auditor on staff as per Saskatchewan Construction Safety Association and Saskatchewan Labor-Occupational Health and Safety division.

ARTICLE 15. COMPLETION

It is intended that the shop be completed by December 15, 2018.

ARTICLE 16. OTHER

By submitting a Proposal, each Proponent agrees that it will not claim for damages, losses or expenses or other legal relief in any court proceeding or other dispute resolution forum in respect of the within proposal process (including but not limited in respect to representations made or purported to have been made before, during or after the proposal process and post-closing negotiations) in contract, tort or other legal theory, for an amount in excess of an amount equivalent to the reasonable costs incurred in preparing its proposal, and each Proponent specifically waives as against the Owner and the Engineer claims for loss of profits and loss of business opportunity. All costs incurred by the Proponent in preparing the proposal shall be borne by the Proponent.

ARTICLE 17. PROVINCIAL SALES TAX

All prices in the Proposal Form shall include the 6% Saskatchewan Provincial Sales Tax.

ARTICLE 18. INFORMATION

- No geotechnical information exists for the site.
- No topographic nor legal survey exists for the site.
- Capital cost budget is not available.
- The Town does not have a requirement for a wood frame building.
- Floor drainage shall meet building code as a minimum.
- 75% of the shop will be utilized to store equipment and 25% of the shop will be utilized for work shop.
- 2 to 5 employees will work out of this location.
- The Town will arrange for and pay for power, telephone, and cable service to the building wall.
- The Town will provide a 150mm dia. PVC DR28 sanitary sewer line and a 40mm dia. HDPE water line to south property line of Tupper Street directly north of the mechanical room.
- Excess soil will be disposed of on-site.
- Fire suppression is not required.
- Millwork is not required.
- Fencing is not required.
- Exterior lighting shall be wall packs, no pole lights.

INSTRUCTIONS TO PROPONENTS

ARTICLE 19. QUERIES

Any questions that the proponents may have will only be answered by Cicon Engineering thru e-mail at ivan@ciconengineering.ca. The questions and answers will be posted on SaskTender on a weekly basis.

TOWN OF SALTCOATS, SASKATCHEWAN

TO: Mayor & Council
117 Allan Avenue
PO Box 120
Saltcoats, SK.
S0A 3R0

Ladies and Gentlemen:

The undersigned has carefully examined the Contract Documents and the site of the work, and having full knowledge of the work required and of the materials to be furnished, hereby agrees to provide all design, supervision, labour, equipment and materials and to perform and complete all work as set forth and in strict accordance with the Contract Documents and Addenda numbered * _____ for the prices stated in the Schedule of Quantities and Prices.

This offer is irrevocable for sixty (60) days from the time of closing of proposals, and if the offer is accepted within sixty (60) days, the undersigned will enter into a contract in the form exhibited herein.

The undersigned also agrees as follows:

1. To execute the Contract Agreement and to provide the Owner with the Bonds or Securities and Certificates of Insurance as required in the General Conditions of the Contract Documents within ten (10) days from the date of the "Notice of Award", such time limit being extended only by the written approval of the Owner.
2. To commence and actively proceed with construction within seven (7) days of the Notice to Proceed and in any event, not later than * _____, 2018 and to complete all work, under the Contract by * _____, 2018.
3. To do extra work not reasonably inferable from the specifications or drawings but called for in writing by the Engineer and to accept compensation therefore, such prices as may be agreed upon in accordance with the General Conditions.
4. That should he fail to complete the work in the time specified above, he shall be required to compensate the Owner in accordance with the General Conditions.
5. That payment for the work will be made on the basis of the quantities measured by the Engineer and at the prices shown in the Proposal Form which shall be compensation in full for the work done under the terms of the Contract.
6. That payment of the Contingency Allowance or portions thereof shall only be made in the event that the Engineer authorizes additional work, in which case the amount of the payment shall be determined as specified in the General Conditions.
7. That no person or firm other than the Proponent whose signature is affirmed below has any interest in this Proposal or in the proposed Contract.
8. That this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons making a Proposal for the same Contract and is in all respects fair and without collusion or fraud.

*Note: To be completed by the Proponent

ITEM	DESCRIPTION	PRICE
8. HVAC	<i>Proponent to specify here</i> Minimum six air changes per hour	\$ _____

9. Lighting	<i>Proponent to specify here</i>	
	Exterior – LED Desired	\$ _____

	Interior – Beneath Mezzanine	\$ _____

	Interior – Work Area	\$ _____

	Interior – Mezzanine	\$ _____

	Interior – Equipment Area	\$ _____

		\$ _____

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
10. Electrical	<i>Proponent to specify here</i> 200Amp, 120/240V Main	\$ _____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
11. Sign	“Town of Saltcoats Public Works Shop” with 10” high letters. No backlighting necessary	\$ _____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	Subtotal	_____
	6% Prov. Sales Tax	_____
	5% GST	_____
	(Design/Build No. 2 Saltcoats Shop) TOTAL	_____

LIST OF SUPPLIERS

It is the intention of the Proponent that the following material will be purchased from the following suppliers:

ITEM	TYPE OF MATERIAL	SUPPLIER

LIST OF EQUIPMENT

It is the intention of the Proponent that the following equipment will be used:

EQUIPMENT	MAKE & MODEL	SIZE OR CAPACITY	CONDITION	AGE

LIST OF SUBCONTRACTORS

It is the intention of the Proponent to subcontract the following work, on approval of the Engineer, to the firms indicated below:

TRADE	NAME & ADDRESS

Accompanying this Proposal is a Bid Bond in the amount of _____ Dollars (\$ _____)

OR

a Certified Cheque in the amount of _____ Dollars (\$ _____)

AND

a Letter of Consent signed by a Surety Company

WHICH

is to be forfeited as liquidated damages in the event that the undersigned Proponent fails to comply with the provisions thereof; otherwise such cheque or bond shall be returned to the undersigned.

This proposal is executed under seal at _____ this _____ day of _____

NAME OF FIRM: _____

ADDRESS: _____

FOR INCORPORATED PARTIES:

The Corporate Seal of

Company Name (Please Print) (SEAL)

was hereunto affixed in the presence of

Position Name Signature

Position Name Signature

FOR UNINCORPORATED PARTIES:

Signed, Sealed and Delivered by

Contractor (Please Print) (SEAL)

Signature of Contractor

Position

CONTRACT AGREEMENT

THIS AGREEMENT made in triplicate on the _____ day of _____ 2018 by and between Town of Saltcoats, hereinafter called the "**Owner**" and _____, hereinafter called the "**Contractor**".

WITNESSETH: That the Owner and the Contractor undertake and agree as follows:

ARTICLE 1. DOCUMENTS

The following documents, with the Contract Agreement, constitute the Contract: Addenda, Instructions to Proponents, Proposal Form, General Conditions of the Contract, and Drawings.

ARTICLE 2. SCOPE OF WORK

The Contractor undertakes and agrees to provide all design, supervision, labour, equipment and materials and to perform and complete all work as set forth and in strict accordance with the Contract Documents, for the project entitled "**DESIGN/BUILD No. 2 SALTCOATS TOWN SHOP**".

ARTICLE 3. TIMING

The Contractor undertakes and agrees to commence and actively proceed with construction within seven (7) days of the Notice to Proceed and in any event, no later than _____, **2018**, and to complete the work under this Contract by _____, **2018**.

That should he fail to complete the work in the time specified above, he shall be required to compensate the Owner in accordance with the General Conditions.

ARTICLE 4. PERFORMANCE GUARANTEES

The Contractor undertakes and agrees to provide and herein deposit with the Owner, the Bonds or Certified Cheques and Certificates of Insurance, as with the express understanding that the same shall be held and retained by the Owner as security for due and faithful performance by the Contractor.

ARTICLE 5. MAINTENANCE GUARANTEE

The Contractor undertakes and agrees to maintain the work with respect to the defects which are caused by omissions and faulty material or workmanship in complete repair during the Guarantee Period at the sole cost of the Contractor.

The Contractor agrees to provide at the Owner's request the necessary labour, materials, and equipment to repair and maintain the work during the Guarantee Period.

Once the work under the Contract has been completed and a Construction Completion Certificate has been accepted by the Town of Saltcoats, the Guarantee Period will begin. The Guarantee Period will end on the date of acceptance of the Final Acceptance Certificate by the Town of Saltcoats.

CONTRACT AGREEMENT

ARTICLE 6. PAYMENT

The Owner undertakes and agrees to pay the Contractor in Canadian funds as full compensation for the performance and fulfillment of this Contract, the amounts specified on the Proposal Form in the manner and at the time specified in the General Conditions of the Contract Documents.

ARTICLE 7. IMPLIED CONTRACT

No implied contract of any kind whatsoever, by or on behalf of the Owner, shall arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed by the parties hereto that it shall be the only contract, covenants, and agreements on which any rights against the Owner may be founded.

ARTICLE 8. AGREEMENT

This Contract Agreement shall supersede all communications, negotiations and agreements, whether written or verbal, made between the parties hereto in respect of matters pertaining to this Contract Agreement prior to the execution and delivery hereof.

ARTICLE 9. SUCCESSORS AND ASSIGNMENT

This Contract Agreement shall inure to the benefit of and be binding upon the Parties hereto, their executors, administrators, successors and assigns.

ARTICLE 10. WRITTEN NOTICE

Written Notice between the parties shall be deemed to have been duly served if delivered in person to the individual, or to a member of the firm, or to an officer of the corporation for which it is intended, or sent by prepaid registered mail or by telegram and addressed to:

The Owner at 117 Allan Ave., PO Box 120, Saltcoats, Saskatchewan S0A 3R0

The Contractor at _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year above first written.

CONTRACT AGREEMENT

FOR CONTRACTOR - INCORPORATED PARTIES:

The Corporate Seal of

(SEAL)

Company Name (Please Print)

was hereunto affixed in the presence of:

_____	_____	_____
Position	Name	Signature

_____	_____	_____
Position	Name	Signature

FOR CONTRACTOR - UNINCORPORATED PARTIES:

Signed and Witnessed

Contractor (Please Print)

Signature of Contractor

Witness Signature

Position

Witness Name (Please Print)

FOR OWNER:

The Corporate Seal of:

Town of Saltcoats _____

(SEAL)

Owner

was hereunto affixed in the presence of:

Grant McCallum
(Authorized Signing Officer)

Carling Sandercock
(Authorized Signing Officer)

Mayor
Position

CAO
Position

SPECIAL CONDITIONS

- As this project is Design/Build, the Owner's Engineer will have limited involvement in approvals of drawings and construction inspections.

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ARTICLE 1. DEFINITION OF TERMS

- 1.1 "OWNER" is the Owner named in the Contract Agreement.
- 1.2 "CONTRACTOR" is the Contractor named in the Contract Agreement.
- 1.3 "ENGINEER" is the Engineer named in the Contract Agreement, or such other engineer as may from time to time be duly authorized and appointed in writing by the Owner.
- 1.4 "SUBCONTRACTOR" means any person, firm, or corporation employed directly by the Contractor for the execution of part or parts of the work included in this Contract, but does not include one who merely furnishes or supplies materials.
- 1.5 "OTHER CONTRACTOR" means any person, firm or corporation employed by or having a Contract directly or indirectly with the Owner other than through the Contractor.
- 1.6 "CONTRACT DOCUMENTS" shall mean and include the complete set of documents, specifications, drawings, and addenda incorporated therein, as listed in the Index to Contract Documents.
- 1.7 "WORK" shall mean the whole of the work including materials, labour, equipment, transportation or other facilities or items required to be done, furnished, and performed by the Contractor to complete the Contract, in accordance with the Contract Documents.
- 1.8 "MATERIAL" shall mean anything and everything other than persons or the Contractor's equipment which is manufactured, processed, or transported to the site, or existing on the site, and incorporated into the completed works.
- 1.9 "EQUIPMENT" or "PLANT" shall mean anything and everything except persons used by the Contractor in performance of the work and except materials as defined herein.
- 1.10 "HEREIN" and "HEREOF" and similar expressions wherever used in the Contract Documents, shall relate to the whole of the Contract Documents and not to any one (1) paragraph alone, unless the context specifically requires it.
- 1.11 "SUPPLY" and "PROVIDE" shall mean supply and pay for or provide and pay for.

ARTICLE 2. CONFLICT IN DOCUMENTS

2.1 In case of any inconsistency or conflict between the provisions of the Contract Documents, the provisions of such documents and addenda thereto shall take precedence and govern in the following order:

- a) Contract Agreement
- b) Addenda
- c) Special Conditions
- d) General Conditions
- e) Specifications
- f) Drawings
- g) Proposal Form
- h) Instructions to Proponents
- i) All other documents

2.2 In the case of discrepancies between drawings, figured dimensions on a drawing take precedence over measurements scaled from the drawing, and large scale drawings take precedence over those of smaller scale. Supplementary drawings and specifications supersede their antecedents. In case of conflict between figured dimensions on a drawing and the dimensions of a specified product, the dimensions of the specified product shall govern.

ARTICLE 3. CONTRACT DOCUMENTS

- 3.1 The Contract Documents shall be signed in triplicate by the Owner and the Contractor.
- 3.2 The intent of the Contract Documents is that the Contractor shall provide all necessary supervision, labour, equipment, materials, and all else necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on the drawings and described in the specifications and all incidental work necessary to complete the project. It is not intended, however, that materials or work not covered by or properly inferable from any heading section or trade in the Specifications shall be supplied unless shown on the Drawings.

ARTICLE 3. CONTRACT DOCUMENTS, cont'd.

Descriptions of materials or work, in words which so applied have well known technical or trade meanings, shall be held to refer to such recognized standards.

3.3 The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

ARTICLE 4. SHOP DRAWINGS

4.1 The Contractor shall furnish to the Engineer, at proper times, all shop and setting drawings or diagrams which the Engineer considers necessary in order to clarify the work intended or to show its relation to adjacent work of other trades. The Contractor shall make any changes in such drawings or diagrams which the Engineer may require consistent with the Contract, and shall submit sufficient copies of the revised prints to the Engineer for approval, all but one (1) of which shall be returned to the Contractor is approved by the Engineer. When submitting such shop and setting drawings, the Contractor shall notify the Engineer in writing of changes made therein from the Engineer's drawings or specifications. The Engineer's approval of such drawings, or of the revised drawings, shall not relieve the Contractor from responsibility for errors made by the Contractor therein or for changes made from the Engineer's drawings or specifications not covered by the Contractor's written notification to the Engineer.

ARTICLE 5. LOCATION OF THE WORKS

5.1 The intended locations of the works shown on the drawings are approximate. The exact locations will be established by the Owner on the site.

5.2 The Owner shall establish baselines for the location of the principal components of the work, as well as in a suitable number of bench marks adjacent to the work. The Contractor shall assume responsibility for detail dimensions and elevations measured from the baselines and bench marks established by the Owner.

5.3 The Contractor shall provide reasonable and necessary opportunities and facilities to enable the Owner to complete his surveys. He shall not proceed until he has made timely demands upon the Owner for, and has received from him, such baselines, reference points, elevations, and instructions as may be necessary for the work to progress.

5.4 The Contractor shall provide the Owner with all stakes, batter boards, straight edges, and other materials, with exception of technical instruments and apparatus, required by the Owner to set out lines and levels for the work. The Contractor shall also supply the Owner with men, as required, to assist in the setting of lines and levels for the work.

5.5 The contractor, shall, before commencing work at any point, satisfy itself as to the meaning and correctness of all stakes and works and no claims shall be considered for any allowance base on alleged inaccuracies or for alternatives on account of its failure to read same correctly.

5.6 If the Contractor finds any discrepancy between the drawings and the physical conditions of the locality or any errors or omissions in drawings or in the layout as given by points and instruction, it shall be his duty to immediately inform the Owner in writing, and the Owner shall promptly verify the same and issue appropriate instructions. Any work done after such discovery, before further work is authorized, will be done at the Contractor's risk.

ARTICLE 6. LOCAL CONDITIONS

6.1 The Contractor shall, by personal inspection, examination, calculations or tests, satisfy himself with respect to the local conditions to be encountered and the quantities, quality, and practicability of the work. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

ARTICLE 7. ENGINEER AND CONTRACTOR**7.1 ENGINEER AND CONTRACTOR**

7.1 The Engineer shall be the Owner's representative during the construction period and shall observe the work in progress on behalf of the Owner. The Engineer is in the first instance the interpreter of the Contract and the judge of its performance; he shall have authority to act on behalf of the Owner to the extent expressly provided in the Contract Documents or otherwise in writing, to enforce the faithful performance of the Contract. The Engineer shall have the authority to stop the work whenever necessary in his reasonable opinion, to ensure the proper execution of the Contract.

ARTICLE 7. ENGINEER AND CONTRACTOR cont'd

7.2 The Contractor shall have complete control of his organization and the carrying out of the work.

7.3 The Contractor shall obey, perform, and comply with the Engineer's orders or instructions with respect to the work, or concerning the conduct thereof, promptly, efficiently, and to the satisfaction of the Engineer. However, should the Contractor hold such orders or instructions to be at variance with the Contract Documents or to involve changes in work already done, ordered, or underway in excess of the Contract, he shall notify the Engineer accordingly in writing within five (5) days of the receipt of such orders or instructions and before proceeding to carry them out. In the event that the Engineer and the Contractor fail to agree as to such excess or error and the Engineer deciding to carry out such disputed work, the Contractor shall act according to such decisions. Any questions of excess of cost due to the aforesaid cause may be decided in the manner hereinafter provided.

ARTICLE 8. ORAL AGREEMENTS

8.1 No oral instruction, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by an agreed waiver or modification thereof in writing.

ARTICLE 9. NOTICE OF AWARD

9.1 The Owner will, following receipt of an acceptable proposal, issue in writing a Notice of Award to the successful Proponent. This Notice will be given as soon as possible following the closing of proposal and, unless otherwise agreed to by the Proponent, not later than sixty (60) days following the closing of proposals.

ARTICLE 10. PERFORMANCE GUARANTEE

10.1 To ensure the faithful execution and proper fulfillment of this Contract, the successful Proponent shall provide the Owner with a Performance Bond, Labour and Material Bond and the Certificates of Insurance as required herein, and shall submit these documents to the Owner with the executed Contract Agreement within ten (10) days of the Notice of Award.

ARTICLE 11. NOTICE TO PROCEED

11.1 Following receipt, by the Owner, of the executed Contract Agreement along with the Performance Bond and Certificates of Insurance, written Notice to Proceed with the work will be given to the Contractor by the Owner.

ARTICLE 12. TIME OF THE ESSENCE

12.1 Time shall be of the essence in the Contract. The Contractor shall begin work within seven (7) days of the Notice to Proceed and shall prosecute the work regularly and uninterruptedly thereafter, unless otherwise directed in writing by the Engineer or Owner, in such a manner as to secure completion of the work within the time stated in the Contract Agreement.

ARTICLE 13. CONSTRUCTION SCHEDULE

13.1 At such times as the Engineer may request, the Contractor shall submit a complete construction schedule which shall show the proposed starting and completion dates of the various phases of the work.

ARTICLE 14. EXTENSION OF CONTRACT TIME

14.1 The time for completion of the work under the Contract may be extended in the event that:

- a) Extra work as herein provided is added to the work under this Contract.
- b) The work is suspended by the Owner.
- c) The work is delayed on account of conditions which could not have been foreseen or which were beyond the control of the Contractor and which were not the result of the fault or negligence of the Contractor, his agents, or employees, provided, however, rain, wind, flood, or other natural phenomena of normal intensity for the area shall not be construed as cause for an extension of time for completion of the work.
- d) Delay occurs in the progress of the work as a result of the act or neglect of the Owner or his employees, or by other contractors employed by the Owner.

ARTICLE 14. EXTENSION OF CONTRACT TIME cont'd

- e) Delay occurs as a result of an act of a public authority.
- f) The Engineer causes delay in the furnishing of drawings or necessary information.
- g) In the opinion of the Engineer, the Contractor is entitled to an extension of time.

14.2 A claim for extension of Contract time shall only be considered when submitted by the Contractor to the Engineer in writing within seven (7) days of the occurrence of the delay on which the claim is based, provided, however, that in the case of a continuing cause of delay only one (1) claim shall be necessary. Within a reasonable period after the Contractor submits a request for an extension of time, the Engineer will present his written recommendation to the Owner stating his opinion on whether or not the delay justifies an extension of time; and, if so, the number of days extension due to the Contractor. The Owner will make the final decision on all requests for extension of time.

ARTICLE 15. FAILURE TO COMPLETE ON TIME

15.1 Should the Contractor fail to complete the work under this Contract within the time specified, the Owner shall be entitled to make deductions from payments due to the Contractor to compensate himself for the following:

- a) Loss of revenue during the extra time required to complete the Contract if the completed project is revenue-producing. This loss shall, where the same is available, be calculated on the basis of the approved schedule of rates, rents, tolls, and/or property assessments established by the Owner.
- b) The cost of engineering services incurred during the extra time required to complete the Contract.
- c) Any expenses or damages which are incurred by the Owner as a result of the Contractor's failure to complete the work under this Contract within the time specified.

No bonus will be allowed by the Owner for completion of the works in less time than specified in the Contract Agreement, unless specified in the Proposal Form.

ARTICLE 16. PROGRESS PAYMENTS

16.1 At the end of each month, during the performance of the work, the Contractor will prepare a Progress Payment Certificate for the value of all labour and materials incorporated in the works.

16.2 Where unit prices apply, payment shall be calculated on the basis of the proposed prices and the units of work completed as determined by the Contractor. Where a lump sum price applies, payment shall be calculated on the basis of the Contractor's estimated percentage of work completed, and verified by the Engineer.

16.3 A holdback of ten (10) percent of the total value, as shown on the Progress Payment Certificate, shall be retained in compliance with the requirements of the Builder's Lien Act. Other deductions may be made which the Engineer considers warranted or which may be required in accordance with the conditions of this Contract.

16.4 The monthly estimates shall not bind the Owner in any manner in the preparation of the final estimate of the work done, but shall be construed and held to be approximate only, and shall in no case be taken as an acceptance of the work or as a release of the Contractor from his responsibility therefore.

16.5 The amount of the Progress Payment will be certified by the Engineer on the Progress Payment Certificate which shall be submitted to the Owner within ten (10) days following the end of the month during which the work was performed.

16.6 The Owner will, within thirty (30) days of receiving the certified Progress Payment Certificate from the Engineer, make payment to the Contractor in the amount certified on the Progress Payment Certificate, provided that there is no valid reason for withholding payment.

16.7 No payment made to the Contractor shall be construed as an acceptance of any work or material not in accordance with this Contract.

ARTICLE 17. PAYMENT WITHHELD

17.1 The Owner may withhold payment of any Progress Payment Certificate to the extent necessary or prudent to protect himself from loss on account of:

- a) The Contractor not making satisfactory progress in the opinion of the Engineer.

ARTICLE 17. PAYMENT WITHHELD cont'd

- b) Defective work not being remedied to the satisfaction of the Engineer.
- c) Reasonable evidence that lien claims in respect to the work will be filed against the Contractor or Owner.
- d) The Contractor failing to make proper or prompt payments to subcontractors or for labour or materials.
- e) The existence of unsatisfied claims for damages caused by the Contractor to anyone employed in connection with the work.
- f) 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.

ARTICLE 18. REMOVAL OF LIENS

18.1 The Contractor shall forthwith remove at his own expense all affidavits of claim of lien, or liens, filed or registered against the lands and premises on which the work is done or is being done, or reasonable evidence of the probably filing of such affidavits (or an affidavit) of claim of lien or of filing or registration of liens (or a lien) and the Contractor shall indemnify and save harmless the Owner from liability arising out of any affidavits of claim of lien.

ARTICLE 19. FINAL PROGRESS PAYMENT

19.1 Following completion of the work, the Contractor will prepare a Final Progress Payment Certificate and submit it to the Engineer for his review.

19.2 After the Engineer has reviewed the Final Progress Payment Certificate and submitted in writing any disputed claims and demands in connection with the Contract, the Owner will make the payment as authorized by the Engineer on the Final Progress Payment Certificate, within twenty-one (21) days of receiving the authorized Final Progress Payment Certificate.

19.3 In the event that the work has been substantially completed, but minor items remain uncompleted and deficiencies have not all been rectified, the Owner may withhold payment of amounts sufficient, in the estimation of the Engineer, to ensure that the Contractor will complete such items and rectify such deficiencies in a timely manner.

ARTICLE 20. COMPLETION CERTIFICATE

20.1 On completion of construction, all portions of the work shall be gone over carefully by the Contractor who shall satisfy himself that every item has been completed, and that the whole works are in a clean and tidy condition, and ready in all respects for acceptance by the Owner. The Contractor shall then, by writing to the Engineer, request that a final inspection of the works be carried out.

20.2 On receipt of a written recommendation from the Engineer, the Owner shall issue the Completion Certificate. Such recommendation will be made by the Engineer following final inspection of the works and the rectification by the Contractor of all job deficiencies discovered during the final inspection.

20.3 The issuance of the Completion Certificate does not constitute final acceptance, or release the contractor from any of its responsibilities under the Contract.

ARTICLE 21. RELEASE OF HOLDBACK

21.1 Within fifty (50) days of the issuance of the Completion Certificate, the holdback will be paid to the Contractor, in accordance with the Builders' Lien Act, provided that:

- a) the Contractor has submitted a written statement that there shall be no further claims or demands in connection with the Contract; and that
- b) the Contractor has provided a Statutory Declaration, dated later than forty-five (45) days after the date of the Completion Certificate, certifying that all materials, labour, and claims incurred directly or indirectly on account of the works have been fully paid for by the Contractor; and that
- c) no affidavits or claims of lien are filed against the lands and premises on which the work was done; and that

ARTICLE 21. RELEASE OF HOLDBACK cont'd

- d) the Workers' Compensation Board has, at the request of the Contractor, filed with the Engineer certification that all assessments due by the Contractor have been paid; and that
- e) the necessary Maintenance Bond has been provided to the Owner. The date of the Completion Certificate shall be the date of the commencement of the Maintenance Bond.

21.2 Release of Holdback does not constitute Final Acceptance, nor shall it or attendant acts of the Engineer or the Owner prejudice their rights under any requirement of the Contract, nor relieve the Contractor of any of its responsibilities thereunder.

ARTICLE 22. USE OF COMPLETED PORTIONS

22.1 The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions as may not have expired, but such taking possession of and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

22.2 If such prior use increases cost of the work, the Contractor shall be entitled to such compensation or extension of time as the Engineer may determine.

22.3 If a planned taking possession of and use of portions of the work has been stipulated in the Contract Documents, then the Contractor shall have no claim for compensation or extension of time on that account.

22.4 No partial or entire use or occupancy of the work by the Owner shall be construed as an acceptance of any work or material not in accordance with this Contract.

ARTICLE 23. CLEANUP

23.1 The Contractor shall maintain the work in a tidy condition and free from the accumulation of waste products and debris caused by his operations.

23.2 When the work is fully completed, 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 other Contractors or their employees.

23.3 In case of dispute, the Owner may remove the surplus materials and charge the cost as the Engineer shall determine to be just.

ARTICLE 24. FINAL ACCEPTANCE CERTIFICATE

24.1 Upon the expiration of the guarantee period, following satisfactory performance under operating conditions and the successful conclusion of tests, the Owner, or the Engineer on his behalf, shall accept the work whereupon the Final Acceptance Certificate shall be issued.

24.2 No certificate other than the Final Acceptance Certificate shall be deemed to constitute acceptance of any work or other matter in respect of which it is issued or be taken as an acceptance of the due performance of the Contract or of any part thereof, or the accuracy of any claim or demand by the Contractor or of additional varied work having been ordered by the Contractor or of additional or varied work having been ordered by the Owner nor shall any other certificate conclude or prejudice any of the jurisdiction of the Engineer.

ARTICLE 25. CHANGES IN WORK

25.1 The Owner or the Engineer may order changes in the work through additions, deletions, modifications, or variations, without invalidating the Contract. All such work shall be executed under the conditions of the Contract.

25.2 No change shall be undertaken by the Contractor, without written order of the Engineer, except in emergency endangering life or property and no claims for additional compensation shall be valid unless the change was so ordered.

25.3 Any claim for extension or reduction of time caused by the change in work ordered, shall be agreed upon at the time of ordering such change.

25.4 The Engineer shall use one, or a combination, of the following methods to determine the value of the change in work:

ARTICLE 25. CHANGES IN WORK, cont'd.

- a) by prices of the Proposal Form,
- b) by prices submitted by the Contractor, approved by the Engineer, and accepted by the Owner,
- c) by lump sum based on the Contractor's estimate, approved by the Engineer, and accepted by the Owner,
- d) on a Force Account basis as specified hereinafter.

ARTICLE 26. FORCE ACCOUNT WORK

26.1 Compensation for work done on a force account basis, authorized by the Engineer, will be made in accordance with the following:

- a) Labour - All classifications of labour and foremen will be paid for at the respective prices proposed in the Proposal Form and shall include an allowance covering insurance, fringe benefits, board allowance, and profit.
- b) Equipment - The rates for equipment, vehicles and power tools shall include operator's wages, all maintenance and operating costs and Contractor's profit. All equipment will be paid for at rates listed in the latest edition of "Saskatchewan Heavy Construction Association Rental Rates on Contractor's Equipment".
- c) On subcontract work, the allowance to the Contractor for profit, superintendence, and all other related expenses shall be ten percent (10%) of the subcontractor's bill for such work performed.
- d) Materials supplied by the Contractor shall be paid for at the supplier's invoice price plus an additional payment of ten percent (10%) of cost to cover handling and indirect overhead costs, plus ten percent (10%) of all costs including indirect overhead as his fee.
- e) The cost of the work done each day will be submitted to the Owner in a satisfactory form on each succeeding day after force account work is carried out and shall be approved or adjusted by him.

ARTICLE 27. INDEMNITY

27.1 The Contractor shall indemnify and save harmless the Owner from and against all losses and all claims, actions, and judgments brought or received against him an/or the Owner by reason of any act or omission of the Contractor, his agents, or employees, in the execution of the work.

ARTICLE 28. LIABILITY INSURANCE

28.1 Comprehensive General Liability Insurance

- a) The Contractor shall provide and maintain, either by way of a separate policy or by an endorsement to its 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 by the Contractor and its 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 Owner, the Engineer and architectural and engineering consultants of the Owner and the Engineer.
- d) The insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder, or any of their parent, subsidiary, affiliated, or associated companies or corporations.
- 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

ARTICLE 28. LIABILITY INSURANCE cont'd

- 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, tunneling and grading, as applicable.
- 9) liability with respect to owned, and non-owned licensed vehicles.

28.2 All liability insurance shall be maintained continuously until the Final Acceptance Certificate is issued.

28.3 The Contractor shall provide the Owner with three certified copies of the Certificate of Insurance prior to the commencement of the work and shall promptly provide the Owner with a certified true copy of each insurance policy if requested.

28.4 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.'

ARTICLE 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. 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 of:

- 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.
- 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 an/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 three certified copies of the Certificate of Insurance prior to commencement of the work and shall promptly provide the Owner with a certified true copy of each insurance policy if requested.

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 Owner issues a Completion Certificate. 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.

ARTICLE 29. PROPERTY INSURANCE cont'd

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 itself 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 completion of the work as the Engineer may decide.

29.7 The Contractor and 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.

ARTICLE 30. GUARANTEE PERIOD

30.1 The Guarantee Period shall begin on the date of issuance of the Completion Certificate and shall end on the date of issuance of the Final Acceptance Certificate.

30.2 The duration of the Guarantee Period shall be one year.

30.3 The Contractor shall correct, at his own expense, any defects in the work due to faulty products or workmanship appearing during the Guarantee Period, including, if deemed necessary by the Engineer, replacement of all or a portion of the work. The Contractor shall correct or pay for any damage to other work resulting from any corrections required.

30.4 The Owner shall notify the Contractor promptly, of such defects. If the Contractor does not cause repairs to be made within five (5) days after such notice, the Owner shall have the right to purchase materials and employment to execute said repairs, and the cost of the same shall be the responsibility of the Contractor or his Surety.

30.5 In any case where repairs must be made immediately by reason of an emergency existing or otherwise, the Owner shall have the right to undertake such repairs and charge the cost of the work to the Contractor, except that the Owner shall immediately notify the Contractor and shall withdraw from the work of repair if and as soon as the Contractor's forces are ready to start work.

30.6 The Contractor shall be responsible for all costs including the cost of engineering required for investigation of any repair of defects in his work.

30.7 During the last month prior to expiry of the Guarantee Period, the Owner shall notify the Contractor, in writing of any final tests which the contractor may be required to carry out under the Contract. The Contractor shall arrange to have such tests carried out promptly, and to provide opportunity for the Owner to inspect or supervise such tests.

30.8 During the last month prior to expiry of the guarantee period, the owner shall advise the contractor of defects which the Contractor is required to remedy, under the Contract, and the Contractor shall promptly remedy such defects.

ARTICLE 31. CONTRACT BONDS

31.1 To ensure the faithful execution and proper fulfillment of this Contract, the Contractor shall provide the Owner with the following bonds at the time of his execution of the Contract Agreement:

- a) A Performance Bond in the amount of fifty percent (50%) of the total Contract amount covering the faithful performance of the Contract; and
- b) A Labour and Material Payment Bond in the amount of fifty percent (50%) of the total Contract Price.

The above bonds must be issued by a surety company licensed to conduct business in the province or territory wherein the work is located and shall be provided in triplicate.

ARTICLE 32. PROTECTION OF LIFE, WORK AND PROPERTY

32.1 The Contractor shall provide and maintain at all times during the progress or suspension of the work, suitable barricades, fences, signs, signal lights, and flagmen as are necessary to ensure the safety of the public and those engaged in the work.

ARTICLE 32. PROTECTION OF LIFE WORK AND PROPERTY, cont'd.

32.2 The Contractor shall continuously maintain adequate protection of all of the work from damage, and protect the Owner's property and property adjacent to the work from damage or loss arising in connection with this Contract. He shall make good any such damage or loss.

32.3 The work shall be carried out in a manner that will cause the least interruption to vehicular and pedestrian traffic. Where work is to be carried out on highways or properties other than those of the Owner, the Contractor shall familiarize himself with the requirements of the Owner or controllers of these highways or properties which pertain to traffic control and safety or which place limitations on the work and shall comply with these requirements.

32.4 The Contractor shall use due care and take all necessary precautions to ensure the protection of persons and property and shall comply with the provisions of the Workers' Compensation Act of the province in which the work is carried out. The Contractor shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect, or default of the Contractor, or of his employees, workmen, or agents.

32.5 In an emergency affecting the safety of life, or of the work, or adjoining property, the Contractor, without special instruction or authorization from the Engineer, shall act, at its discretion, to prevent such threatened loss or injury. Liability for payment of compensation and the amount thereof shall be determined by agreement or arbitration.

32.6 In an emergency affecting the safety of life, or of the work, or of adjoining property, if the Contractor, having been advised in writing of the emergency, fails or refuses to act to prevent such threatened loss, injury or damage, the Owner may order labour, materials and equipment to be applied to prevent loss, injury or damage. The cost of labour, materials and equipment so used shall be the responsibility of the Contractor, and such action by the Owner shall not relieve the Contractor of any responsibility for loss, injury, or damage which does occur.

ARTICLE 33. WORKERS' COMPENSATION BOARD REGULATIONS

33.1 The Contractor shall ensure compliance on its part and on the part of all of its Subcontractors with the Workers' Compensation Act and Regulations thereunder.

33.2 In any case where pursuant to the provisions of the Workers' Compensation Act, the Workers' Compensation Board orders the Contractor, or one of its Subcontractors in respect to their operations under this Contract to cease operations because of failure to install or adopt safety devices or appliances or methods directed by order of the Board, or required by the Act of Regulations thereunder, or because the Board is of the opinion that conditions of immediate danger exist that would be likely to result in injury to any person, and the Contractor is not available or capable of removing the danger to life or equipment resultant from the Contractor's operations, then the Owner may give written notice to the Contractor and may immediately arrange for the removal of this danger and the Contractor shall be liable for the costs of such arrangements, but such act by the Owner shall not relieve the Contractor of responsibility for injury, loss of life, or damage which may occur in that situation.

33.3 In the event that the Contractor refuses or fails to comply with an order from the Workers' Compensation Board, so that the performance of the work is stopped by the Board, the Owner may, upon written notice, terminate the Contract.

ARTICLE 34. DAMAGE AND MUTUAL RESPONSIBILITY

34.1 The Contractor shall be responsible for all loss and damage whatsoever which may occur on or to the works, completed or otherwise, until such time as the entire works have been completed and the Completion Certificate has been issued by the Owner, except that loss or damage caused solely by an act of the Owner. In the event of any loss or damage occurring, the Contractor shall, on notice from the Owner, immediately put the works into the condition it was immediately prior to such loss or damage, all at the Contractor's expense, except where such loss or damage was caused solely by an act of the Owner.

34.2 If either party to this Contract should suffer damage in manner because of any wrongful act or neglect of the other party, or of anyone employed by him, then he shall be reimbursed by the other party for such damage. Claims under this paragraph shall be made in writing to the party liable within a reasonable time after the first observance of such damage and not later than the time of final payment and shall be adjusted by agreement and the party reimbursing the other party as aforesaid shall thereupon be subrogated to the rights of the other party in respect of such wrongful act of neglect if it be that of a third party. Should the contractor cause 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 sued the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings at the Owner's expense and if any final order of judgment against the Owner arises therefrom the

ARTICLE 34. DAMAGE AND MUTUAL RESPONSIBILITY cont'd

Contractor shall pay or satisfy it and pay all costs incurred by the Owner. If the Contractor becomes liable to pay or satisfy any final order or judgment against the Owner, then the Contractor shall have the right, upon undertaking to indemnify the Owner against any and all liability for costs, to appeal in the name of the Owner such final order of judgment to any and all courts of competent jurisdiction.

ARTICLE 35. EMERGENCIES

35.1 The Owner has the authority, in an emergency, to stop the progress of the work whenever in his opinion such stoppage may be necessary to insure the safety of life, the work or property. This includes authority to make such changes and to order, assess, and award the cost of such extra work to the Contract or otherwise, as may in his opinion be necessary.

ARTICLE 36. ROYALTIES AND PATENTS

36.1 The Contractor shall pay all royalties and patent license 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 of any patent.

ARTICLE 37. PERMITS, REGULATIONS AND NOTICES

37.1 The Contractor shall, at his own expense, procure all permits, certificates and licenses required by law for the execution of the work and shall comply with all federal, territorial, provincial, and local laws, regulations, and ordinances affecting the execution of the work.

37.2 The Contractor shall give all necessary notices and pay all fees required by law and comply with all laws, ordinances, rules, and regulations relating to the work and to the preservation of the public health. The Contractor shall be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by federal, provincial, and local authorities governing construction safety.

37.3 The Contractor shall make all arrangements with the local authorities, operating departments, railway and highway officials, utility and service companies and such like, for detours, crossings, traffic control and similar requirements relating to performance of the work, and he shall observe their requirements and regulations.

37.4 The Owner shall provide all legal surveys except legal surveys required to replace survey pins destroyed or damaged by the Contractor.

37.5 The Owner shall obtain all easements and rights-of-way, and the Contractor shall have free use thereof for the purposes of this Contract, provided that such use shall not interfere with or impede the operation of any Other Contractors or workmen employed by the Owner.

ARTICLE 38. MATERIALS BY CONTRACTOR

38.1 Materials manufactured in Canada shall have preference over those of foreign origin and shall be used in the work wherever they are competitive in quality and price.

38.2 The Contractor shall supply all materials unless it is expressly stipulated to the contrary. Materials used in the work shall meet the requirements of the specifications, or where not detailed in the specifications, shall be to the Engineer's satisfaction

38.3 Unless otherwise specified, all materials shall be new, and of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. The Contractor shall replace all materials that are found to be defective in manufacture or that have become damaged in handling.

38.4 The Contractor shall provide all water, light, and power necessary for the execution of the work.

38.5 The Contractor must use the material specified unless written approval is obtained from the Engineer allowing the use of an approved equal.

ARTICLE 39. MATERIALS BY OWNER

39.1 The Owner will provide only such materials as are specifically listed as being supplied by the Owner.

39.2 The Materials supplied by the Owner already on the site or other designated locations at the time of Contract

ARTICLE 39. MATERIALS BY OWNER cont'd

execution, and materials delivered following execution of the Contract, shall be examined by the Contractor for quantity and defects, and the Contractor shall sign a statement of materials acceptance specifically listing materials and quantities thereof, and noting all defective material. In so accepting these materials, the Contractor shall assume responsibility for their protection and, except for latent defects not reasonably noticeable at the time of examination, for their quality.

42.3 Unless otherwise specified, the Contractor shall take delivery of materials supplied by the Owner at the point of delivery nearest to the works and shall, at his own cost, pay all demurrage, insurance, standby charges, wharfage, and other unloading costs, and costs of transporting such materials from the point of delivery to the jobsite. The Contractor shall verify the delivery dates of materials provided by the Owner and shall arrange work schedules to comply therewith.

ARTICLE 40. MATERIALS STORAGE

40.1 The Contractor, at his own cost, shall store all materials provided for the work either by himself or the Owner until they have been incorporated into the completed works. Materials shall be so stored as to ensure the preservation of their quality and fitness for the work, and shall be protected from vandalism and theft. Stored materials shall be located so as to facilitate prompt inspection. Faulty materials shall not be stored on the site.

ARTICLE 41. REJECTED WORK AND MATERIALS

41.1 All materials which do not conform to the requirements of the Contract Documents, are not approved by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, will be rejected. Any defective work, which shall include materials, whether the result of poor workmanship or use of defective materials, shall be removed within ten (10) days after written notice is given by the Owner, and the work shall be re-executed by the Contractor. The fact that the Owner may have previously overlooked such defective work shall not constitute an acceptance.

41.2 The removal of work and the re-execution thereof shall be at the expense of the Contractor, and he shall pay the cost of replacing the work which shall include materials of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement with acceptable work.

41.3 If, in the opinion of the Engineer, it is not expedient to re-execute defective work, 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 by the Engineer.

ARTICLE 42. SUBCONTRACTORS

42.1 The Subcontractors listed in the Tender Form shall not be changed nor shall additional subcontractors be employed except with the written approval of the Owner. The Contractor is responsible to the Owner for the acts and omissions of his subcontractors and of their employees, to the same extent that he is responsible for the acts or omissions of persons employed by himself.

42.2 The Owner may, for reasonable cause, object to the use of a proposed Subcontractor and may require the Contractor to employ another Subcontractor. 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 the required change. The Contractor shall not be required to employ as a Subcontractor any person or firm to whom it may reasonably object.

42.3 The Owner, may, upon reasonable request and at his discretion, provide to a Subcontractor information as to the amount of the Subcontractor's work which has been certified for payment.

42.4 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner.

ARTICLE 43. OTHER CONTRACTORS

43.1 The Owner reserves the right to let other contracts in connection with the work. The Contractor shall properly coordinate and connect his work with the Other Contractors and shall afford them reasonable opportunity for the introduction and storage of their materials and the execution of their work.

43.2 If any of the Contractor's work as specified herein and shown on the drawings depends upon the work of any other contractor, the Contractor shall inspect and measure the work in place and determine whether anything in such work renders it unsuitable for proper execution of his work. He shall promptly report the result of such inspection and measurement to the Engineer if anything in such work renders it unsuitable for proper execution of his work. His failure to inspect and report

ARTICLE 43. OTHER CONTRACTORS cont'd

promptly shall constitute an acceptance of the other contractor's work and he shall have no claim against the Owner by reason of anything in such work rendering the same unsuitable for proper execution of his work.

43.3 In letting separate Contracts the Owner shall be responsible for the coordination of fire and other Insurance coverage.

ARTICLE 44. LABOUR AND SUPERVISION

44.1 The Contractor shall employ Canadian Labour to the fullest extent possible and shall ensure that no person will be discriminated against because of race, color, sex, religion or origin.

44.2 When competent personnel are available locally they shall, whenever possible, be employed by the Contractor.

The Contractor shall comply with the requirements of the Fair Wages and Hours of Labour Act of Canada, the Workers' Compensation Act of the province in which the work is carried out, and all other federal and provincial legislation regarding wages and labour regulations.

44.3 The Contractor shall at all times enforce discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Anyone employed by the Contractor or subcontractor who, in the opinion of the Owner, does not perform his work in a skillful manner, or appears to be incompetent or willfully negligent, or to act in a disorderly or intemperate manner shall, at the written request of the Owner, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Owner.

44.4 The Contractor shall employ at all times during the progress of the work, a competent superintendent and necessary assistants, all satisfactory to the Owner. The superintendent shall give efficient supervision to the work until its completion.

44.5 The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor or ceases to be in his employ.

44.6 The superintendent shall give efficient supervision to the work until its completion. The superintendent shall represent the Contractor in his absence and directions given to him shall be held to be given to the Contractor.

ARTICLE 45. CONTROL OF THE WORK

45.1 The Contractor shall have complete control of his organization and the carrying out of the work. 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.

45.2 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary facilities and the design and execution of construction methods required in their use.

45.3 The Contractor shall carefully examine the Contract Documents and shall promptly report to the Engineer any error, inconsistency or omission he may discover.

45.4 Although the Owner may consent to special methods of carrying out the work, the Contractor will not be relieved of his responsibility for the result. The Owner's permission to use such special methods shall not constitute grounds for claims by the Contractor for any additional payment.

ARTICLE 46. OWNER'S RIGHT TO DO WORK

46.1 If the Contractor should:

- a) refuse or fail to supply sufficient properly skilled workmanship, products, or construction machinery and equipment of the scheduled performance of the work, or,
- b) neglect to prosecute the work properly, or fail to perform any of the provisions of the Contract, then:

the Owner, subject to the approval of the Engineer, may notify the Contractor and his surety, in writing, that he is in default of his contractual obligations, and instruct him to correct the default within five (5) working days.

46.2 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

ARTICLE 46. OWNER'S RIGHT TO DO WORK cont'd

- b) provides the Owner with an acceptable schedule for such correction, and
- c) completes the correction in accordance with such schedule.

46.3 If the Contractor fails to make good his default after written notice has been provided, or without notice if an emergency or danger to work or public exists, 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 charged to the Contractor.

ARTICLE 47. CONTRACTOR'S TERMINATION OF THE CONTRACT

47.1 The Contractor shall have the right to terminate the Contract for any of the following reasons:

- a) If an Order of any Court or other public authority, other than the Owner, causing the work to be stopped or suspended, and when the period of such stoppage or suspension exceeds ninety (90) days, and when such stoppage or suspension occurs through no act or fault of the Contractor, his agents, or servants. In such event, the Contractor shall receive from the Owner payment for the work performed and losses sustained in respect of materials. The Owner shall not be liable for any loss of profits, damages, or expenses incurred by the Contractor as a result of such stoppage or suspension.
- b) If the Owner fails to pay, except as herein provided, any sum certified by the Engineer within thirty (30) days from the specified date of payment, and falls to remedy such default within ten (10) days of the Contractor's written notice to do so. In such event, the Contractor shall receive from the Owner payment for the work performed and losses sustained in respect of any materials and payment for loss of profits, damages, and expenses.

Such termination shall be effective upon the Contractor giving notice thereof.

47.2 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 it may have, by giving the Owner five days written notice, terminate the Contract.

ARTICLE 48. SUSPENSION OF WORK BY OWNER

48.1 The Owner may at any time suspend the work, or any portion thereof, provided he gives the Contractor five (5) days' written notice of suspension. The Contractor shall resume work upon written notice of the Owner within ten (10) days after the date set forth in such notice. The Owner shall reimburse the Contractor for expenses incurred by the Contractor as a result of such suspension of work or portion thereof, but the Contractor shall not recover from the Owner payment for any loss of profits or damages.

ARTICLE 49. OWNER'S TERMINATION OF THE CONTRACT

49.1 The Owner shall have the right to terminate the Contract;

- a) If the Contractor at any time becomes bankrupt, makes an assignment of his property for the benefit of his creditors, or if a receiver should be appointed.
- b) If the Contractor should:
 - i) fail to commence work within the time specified in the Contract Agreement;
 - ii) fail to use diligence or to make such progress with the work as, in the opinion of the Engineer, is necessary to ensure the completion of the work in the time specified in the Contract Agreement;
 - iii) fail to make payments due to his sub-contractors, his suppliers;
 - iv) persistently disregard laws or ordinances, or the Engineer's instructions;
 - v) fail, in the opinion of the Engineer, to supply enough competent workmen, management, and suitable equipment;
 - vi) become, in any way, in the opinion of the Engineer, unable to carry on the construction of the works;
 - vii) otherwise violate the provisions of the Contract;

ARTICLE 49. OWNER'S TERMINATION OF THE CONTRACT cont'd

the Owner shall, by written notice, instruct the Contractor to correct the default within five (5) working days. If the default is not corrected within five (5) working days, then the Owner may, without prejudice to any other right or remedy he may have, terminate the Contract.

49.2 Such termination shall be effective upon the Owner giving notice thereof.

49.3 If the Owner terminates the Contract under the conditions set out above, he is entitled to take possession of the premises and products and utilize the construction machinery and equipment, and to finish the work by whatever method he may deem expedient but without undue delay or expense. In such cases:

- i) The Contractor shall have no claim for any further payment in respect of work performed, but shall be liable for all loss of profits, damages, and expenses which may be suffered by the Owner by reason of such default or delay, or the non-completion by the Contractor of the works;
- ii) No objection or claim shall be raised or made by the Contractor by reason or on account of the ultimate cost of the works so taken over for any reason proving greater than, in the opinion of the Contractor, it should have been; and
- iii) All materials, articles and things whatsoever, and all equipment, and all rights, proprietary or otherwise, licenses, powers and privileges, whether relating to or affecting real estate or personal property, acquired, possessed, or provided by the Contractor for the purposes of the work under the provisions of this Contract shall remain and be the property of the Owner for all purposes incidental to the completion of the works and may be used, exercised, and enjoyed by the Owner as fully to all intents and purposes connected with the works as they might therefore have been used, exercised, and enjoyed by the Contractor.

49.4 The expense incurred by the Owner, as herein provided, shall be certified by the Engineer.

ARTICLE 50. INSPECTION OF WORK

50.1 The Contractor shall allow the Engineer, the Owner or their representatives, adequate facilities for access to any part of the works at all times.

50.2 If the specifications, the Engineer's instructions, laws, ordinances, or any public authority requires any work to be specifically tested or approved, the Contractor shall give the Engineer timely notice of his readiness for inspection, and if the inspection is by an authority other than the Engineer, of the date fixed for such inspection. The Engineer shall inspect the work promptly and without causing unreasonable delay to the Contractor. Extra payment will not be made to the Contractor for delay occasioned by any inspection, and extension of completion time will not be allowed for delay resulting therefrom.

50.3 If any work is covered up without approval or consent of the Owner, it must, if required by the Owner, be uncovered for examination. If the Contractor refuses to comply with such request, the Owner may employ other persons to uncover the work. If the work is found to be in accordance with the Contract requirements then the cost of uncovering and recovering the work shall be borne by the Owner. If the uncovered work is found not to be in accordance with the Contract requirements, then the cost of uncovering the work shall be charged to the Contractor.

50.4 The acceptance, or the lack of comment on the part of the Engineer or Owner, of methods of construction employed by the Contractor shall not relieve the Contractor of his responsibility for any errors therein, and shall not be regarded as an acceptance of responsibility for the work done by the Contractor.

ARTICLE 51. INSPECTION OF MATERIALS

51.1 Materials to be used in the work are subject to the inspection and approval of the Engineer and if any shall be condemned on account of bad or improper workmanship, or as being unsuitable and not in conformity with the specifications, the Contractor shall forthwith remove from the work and its vicinity without delay all such rejected material and upon his failure to do so within forty-eight (48) hours after having been directed by the Engineer, the rejected material may be destroyed or removed by the Owner and the cost of removal shall be borne by the Contractor.

ARTICLE 52. LANDS BY OWNER

52.1 The Owner shall provide the lands upon which the work is to be performed. Where work is to be performed on lands owned by others, the Owner shall obtain the necessary easement or rights-of-way.

52.2 The Owner will endeavor to obtain the necessary easements or rights-of-entry in time to permit construction to

ARTICLE 52. LANDS BY OWNER cont'd

proceed as scheduled by the Contractor. When this is not possible, the Contractor shall withhold work on property owned by others until such time as easement or rights-of-entry have been obtained.

52.3 Delay in providing these lands, or obtaining easements or rights-of-way which, in the opinion of the Engineer, delays the work or results in extra cost to the Contractor, shall be deemed proper cause for adjustment in the time of completion and adjustment of the Contract amount to cover the extra cost to the Contractor.

52.4 In general, easements and rights-of-entry will provide a minimum working width through property of twenty (20) feet. It is possible, however, that the trench will not be centered in the twenty (20)-foot width and that the actual working width may in places be less, due to the presence of immovable construction obstacles.

ARTICLE 53. PRIVATE LAND

53.1 It shall be the Contractor's responsibility to ascertain the boundaries within which the work must be confined. The Contractor shall not enter upon lands other than those provided by the Owner for any purpose without obtaining prior written permission of the property owners. The Contractor shall not enter upon lands owned by others on which the Owner has easements or rights-of-entry without having received the written authorization of the Owner for such entry. It shall be the Contractor's responsibility to ascertain from the Owner the conditions on which easements or rights-of-entry have been granted on private lands and to abide by these conditions throughout the course of construction.

ARTICLE 54. LANDS BY CONTRACTOR

54.1 Any lands other than those on which the work is to be performed which may be required for temporary facilities, storage purposes, or access to the work sites, other than those provided by the Owner, shall be provided by the Contractor with no liability to the Owner.

ARTICLE 55. DELAYS

55.1 If the Contractor is delayed in the completion of the work by any act or neglect of the Owner, the Engineer, any Other Contractor, any employee of any one of them, or by changes ordered in the work, then the time of completion shall be extended for such reasonable time as the Engineer may decide.

55.2 If the Contractor is delayed in the performance of the work by a Stop Work Order issued by a court or other public authority, and provided that such Order was not issued as a result of any act or fault of the Contractor, or of anyone employed by it directly or indirectly, then the Contractor shall be entitled to claim compensation for additional costs thereby incurred, and the completion date shall be changed. The amount of compensation and the extent of change in completion date shall be at the discretion of the Engineer.

55.3 If the Contractor is delayed in completion of the work by labour disputes, strikes, lock-outs (including lock-outs decreed or recommended by a recognized Contractor's Association for its members 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 time of completion shall be extended for a period of time equal to the time lost due to such delays.

55.4 The Contractor shall make allowances for weather and if he is delayed in the performance of the work by weather, the Contractor shall not be compensated for any additional costs thereby incurred, nor shall the completion dates be changed.

ARTICLE 56. SUBSURFACE CONDITIONS

56.1 In the event that, during the execution of the work, subsurface conditions at the site are found to differ from those indicated in the Contract Documents and soil reports, or otherwise represented by the Owner or Engineer to the Contractor, then the Contractor shall promptly notify the Engineer in writing of such conditions. The Engineer shall promptly investigate such conditions and, if he finds that they differ materially and will result in an increase or decrease in the cost of or time required for performance of this Contract, an equitable adjustment will be made between the parties and the contract modified in writing accordingly.

ARTICLE 57. USE OF PREMISES

57.1 The Contractor may use such facilities and areas as the Owner may be willing and able to designate for the storage of material and equipment for the job, without charge to the Contractor.

ARTICLE 57. USE OF PREMISES cont'd

57.2 Should the Contractor require additional facilities or areas he shall make all the necessary arrangements with the owners or occupants of such facilities or areas and shall pay all rentals and all damages caused by such occupancy and shall furnish good and sufficient releases by the owners or occupants of such land or premises, before the Completion Certificate is provided.

57.3 The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the Engineer and shall not unreasonably encumber the premises with his materials.

57.4 The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety.

57.5 The Contractor shall enforce regulations regarding signs, advertisements, fires, smoking, and storage of inflammable material.

ARTICLE 58. CUTTING AND FITTING

58.1 The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of Other Contractors shown upon, or reasonably implied by the Contract Documents.

58.2 The Contractor shall not endanger any existing work by cutting, digging, or otherwise and shall not cut or alter the work of any Other Contractor, except with the consent of the Engineer.

ARTICLE 59. REMEDIES AND WAIVERS

59.1 The specific remedies to which the Engineer and Owner may resort under the terms of the Contract Documents are cumulative and are not intended to be exclusive of any other remedies to which the Engineer and Owner may be lawfully entitled in a case of breach or threatened breach by the Contractor or Subcontractors of any covenant, term or provision of the Contract Documents.

59.2 The waiver by the Owner or Engineer of any breach of any covenant or condition in the contract shall not be construed as a waiver of any future breach of the same terms of the Contract, and the approval of the Owner or Engineer of any act by the Contractor or Subcontractor requiring the Engineer or Owner's approval shall not be construed as an approval to any subsequent similar acts by the Contractor or Subcontractor.

ARTICLE 60. SAMPLES

60.1 The Contractor shall submit for the Engineer's approval such standard manufacturer's samples as the Engineer may reasonably require. Samples shall be labeled as to origin and intended use in the work and shall conform to the requirements of the Contract Documents.

60.2 The Contractor shall provide samples of special products, assemblies, or components when so specified.

ARTICLE 61. MIX DESIGNS AND TESTS

61.1 The Contractor shall furnish, at the Contractor's cost, for the Engineer's approval such mix designs and material test results as may be requested, or as specified in the Contract Documents.

61.2 The work shall be in accordance with the approved mix designs and material tests.

ARTICLE 62. STANDARD SPECIFICATIONS

62.1 Wherever standard specifications (ASTM, CSA, etc.) are referred to in these Contract Documents the current edition at the date of closing of proposal shall apply.

ARTICLE 63. TAXES

63.1 The Contractor shall pay all government sales taxes, customs duties and excise taxes in force at the date of the Agreement, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract accordingly.

ARTICLE 63. TAXES cont'd

63.2 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 the Special Conditions.

ARTICLE 64. ARBITRATION

64.1 In the case of any dispute between the Owner or the Engineer on his behalf, and the Contractor, during the progress of the work or afterwards, or after the determination or breach of the Contract, as to any matter arising thereunder, either party hereto shall be entitled to give to the other notice of such dispute and to demand arbitration thereof. Such notice shall be in writing and shall specify the matter to be submitted to arbitration, and in it said party shall name a person to act as arbitrator; thereupon within fifteen (15) days after receipt of such written notice the other party by written notice shall choose and name a second arbitrator; the two (2) arbitrators so chosen shall forthwith jointly select a third arbitrator, giving written notice to both parties of the choice so made, and fixing a place and time for meeting not later than thirty (30) days thereafter, at which both parties may appear and be heard, touching such controversy relating to the matters aforesaid. In case the two (2) arbitrators shall fail to agree upon a third arbitrator, or in case the party notified of the demand for arbitration shall fail to name the second arbitrator within the time stipulated, such third arbitrator (or such second and third arbitrators as the case may be) upon the application of either party, of which the other shall be given notice shall be named by a Justice of a Superior Court of the province or territory in which the work is performed. The parties may agree to submit the matter to one (1) arbitrator, whose award shall be binding as that of three (3) arbitrators.

64.2 The submission and the arbitration proceedings shall be under the provisions of the Arbitration Act of the Province in which the work is performed. The decision of the said arbitrator(s) shall be made in writing within thirty (30) days after the completion of hearings thereon, and when signed by a majority of them shall be final and conclusive upon the parties thereto.

64.3 Arbitration proceedings shall not take place until after the completion or alleged completion of the work except: (a) on a question of certificate for payment; or (b) in a case where either party claims that the matter in dispute is of such a nature as to make immediate arbitration proceedings necessary while the evidence is available.

64.4 The arbitrators(s) in their decision shall determine which party shall bear all or a portion of the costs and expenses of the arbitration including the fees of the arbitrator(s), and said arbitrator(s) may in any such decision allocate such costs and expenses between the parties in such amounts as they may deem fair and equitable by reason of such decision.

64.5 The Contractor shall not delay the work because arbitration proceedings are pending, unless he shall have written permission from the Engineer to do so and such delay shall not extend beyond the time when the arbitrators shall have opportunity to determine whether the work shall continue or be suspended, pending decision by the arbitrators of such a dispute.

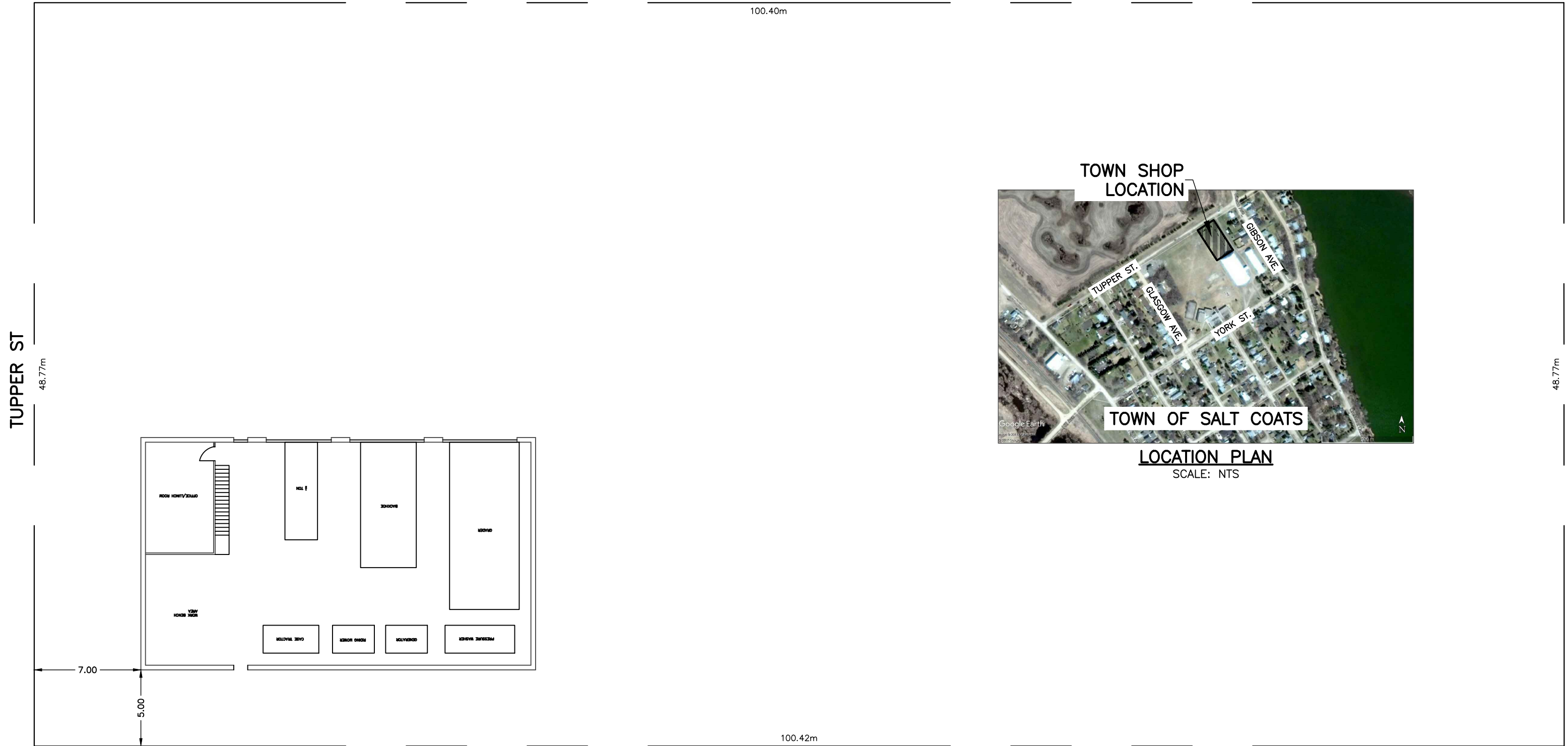
64.6 No action at law shall be commenced by either the Contractor or the Owner until the arbitration proceedings have been completed.

ARTICLE 65. ASSIGNMENT

65.1 Neither party shall sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or his right, title, or interest therein, or his obligations thereunder without written consent of the other party which consent shall not be unreasonably withheld.

ARTICLE 66. CHANGE OF ADDRESS

66.1 It shall be the duty of each party to advise the other parties of the Contract of any change in his address until completion of the Contract.



LOCATION PLAN
SCALE: NTS

NOTES:
 1. DIMENSIONS AND ELEVATIONS ARE IN METERS.
 2. EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED.
 IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UTILITIES PRIOR TO GROUND DISTURBANCE.

No.	REVISION	DATE	REV. BY	APP. BY

ENGINEER _____ PERMIT _____

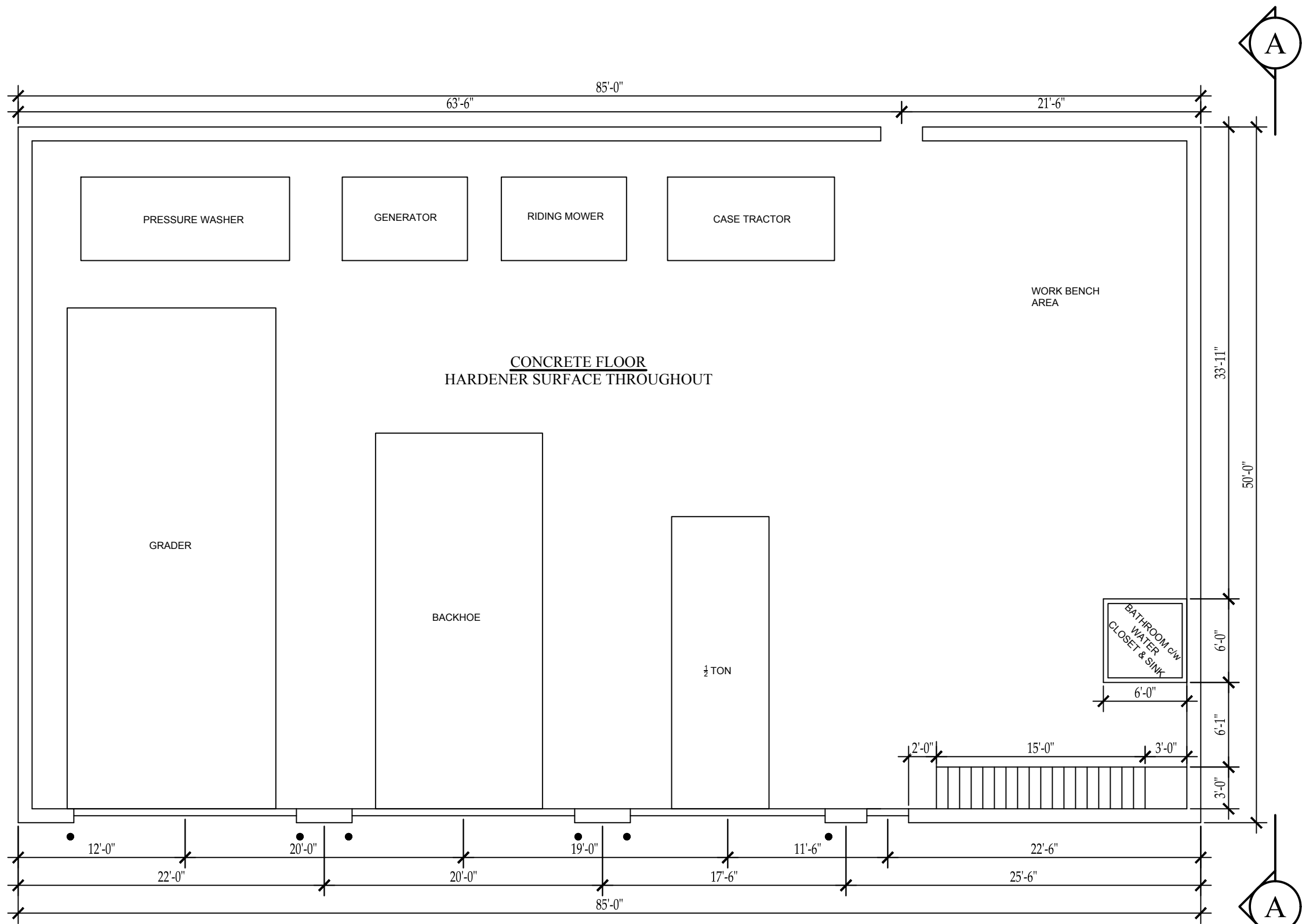


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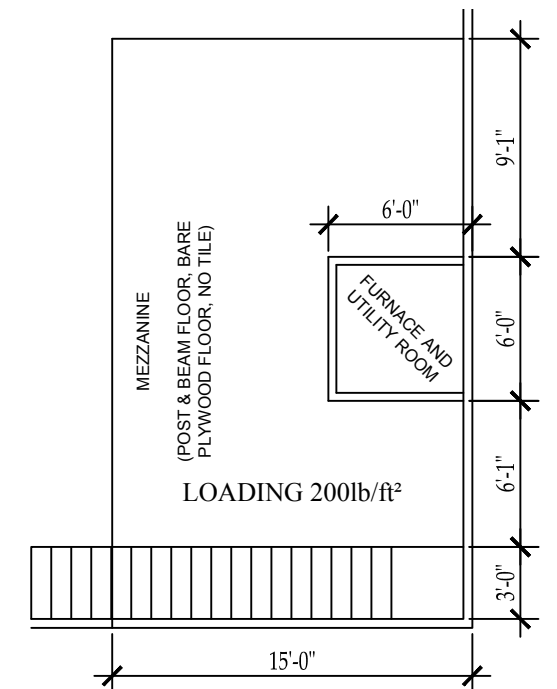
DESIGN BY I.D.C.
 DRAWN BY C.C.D.
 CHECKED BY I.D.C.
 APPROVED BY I.D.C.
 SCALE: 1:250

CLIENT/PROJECT
TOWN OF SALT COATS, SK
TOWN SHOP
 TITLE
SITE PLAN
OPTION A

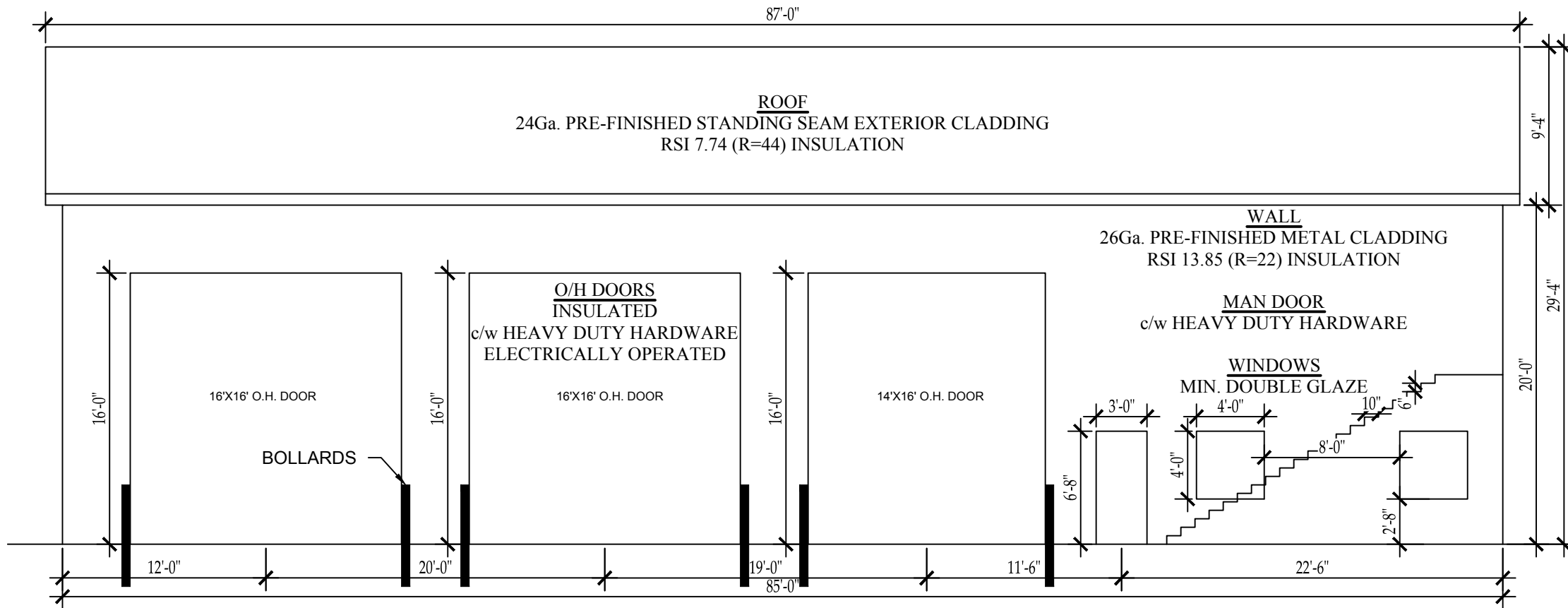
DATE 12/05/17
 PROJECT No 700601
 ISSUE No 01
 SHEET 1 OF 1



PLAN
SCALE: 1/8"=1'

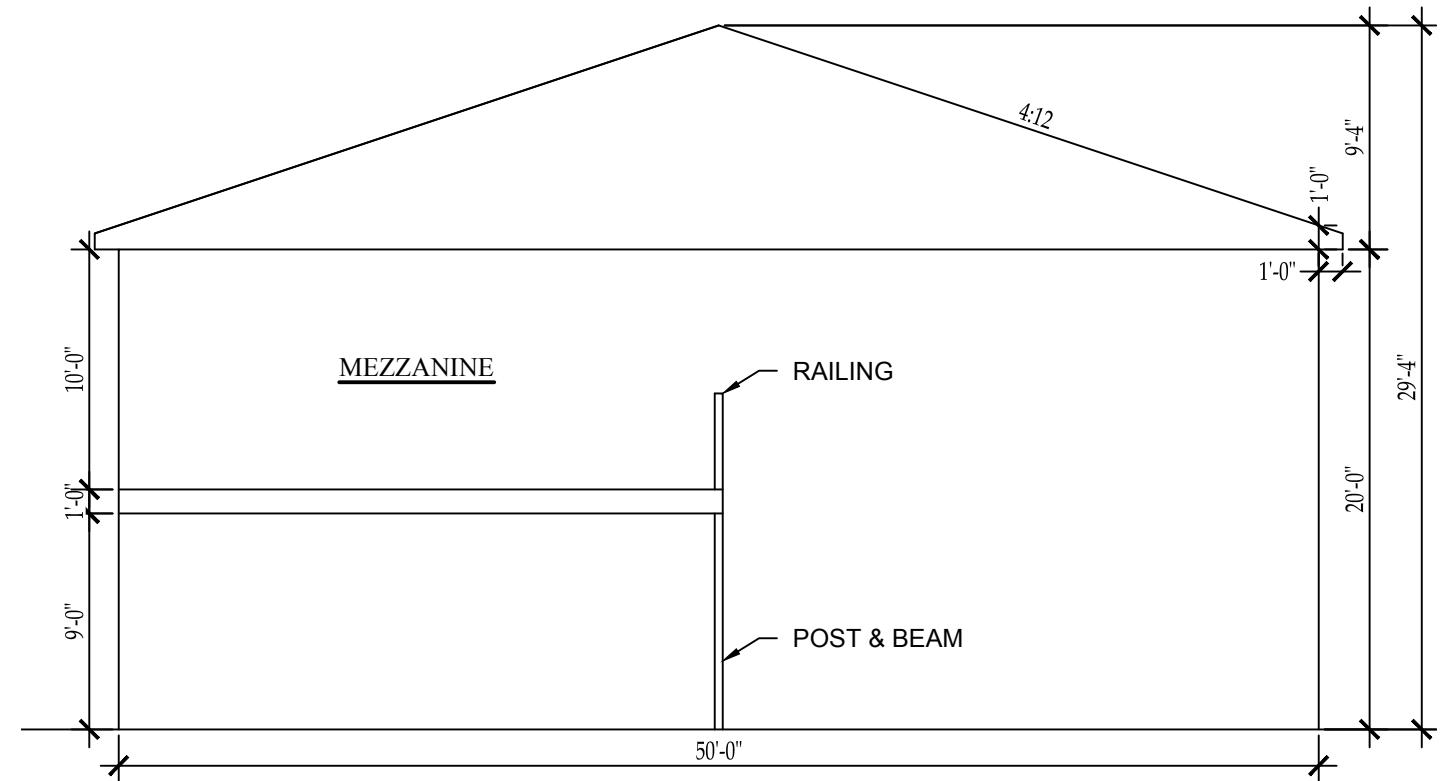


MEZZANINE PLAN
SCALE: 1/8"=1'



EAST ELEVATION

SCALE: 1/8"=1'



SECTION A-A

SCALE: 1/8"=1'