

AGREEMENT BETWEEN OWNER AND CONTRACTOR
for use when a stipulated price forms the basis of payment and
to be used only with the General Conditions of the Stipulated
Price Contract.

This Agreement made on the. Eighth day of September
in the year nineteen hundred and eighty-seven

by and between

. . . The Corporation of the Town of Pelham
.

hereinafter called the "Owner"

and

. . . Merit Contractors of Niagara
.

hereinafter called the "Contractor"

witnesses: that the parties agree as follows

ARTICLE A-1 THE WORK

The Contractor shall:

(a) perform the Work required by the Contract Documents for New Public Library
 (insert here the title of the Work and the Project)
 Fonthill

which have been signed by the parties, and which were prepared by . . Chapman Murray Associates
 acting as and hereinafter called the "Consultant" and

(b) do and fulfill everything indicated by this Agreement, and

(c) commence the Work by the 21st day of September 87 and attain Substantial
Performance of the Work, as certified by the Consultant, by the . . 1st day of August
19. 88

5B	Miscellaneous Metals, Pages 5B-1 to 5B-3
6A	Rough Carpentry, Pages 6A-1 to 6A-5
6C	Prefabricated Wood Trusses, Pages 6C-1 to 6C-4
6D	Finish Carpentry, Pages 6D-1 to 6D-9
7B	Batt Insulation, Pages 7B-1 to 7B-3
7C	Aluminum Siding, Eavestrough, Rain Water Leaders, Pages 7C-1 to 7C-2
7D	Asphalt Shingle Roofing, Pages 7D-1 to 7D-4
7E	Sheet Metal Roofing, Pages 7E-1 to 7E-3
7F	Caulking, Pages 7F-1 to 7F-5
8A	Hollow Metal Doors and Door Frames, Pages 8A-1 to 8A-4
8B	Aluminum Entrance Doors, Storefronts and Windows, Pages 8B-1 to 8B-4
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8G	Wood Doors & Wood Screens, Pages 8G-1 to 8G-3
DS	Door Schedule, Pages DS-1 to DS-6
WS	Window Schedule, Page WS-1
9A	Acoustic Treatment, Pages 9A-1 to 9A-3
9B	Gypsum Wallboard, Pages 9B-1 to 9B-4
9C	Ceramic Tile, Quarry Tile, Pages 9C-1 to 9C-7
9D	Resilient Flooring, Pages 9D-1 to 9D-4
9E	Carpeting, Pages 9E-1 to 9E-3
9F	Painting and Finishing, Pages 9F-1 to 9F-9
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10A	Manufactured Specialties, Pages 10A-1 to 10A-7
15A	Mechanical, Pages 15A-1 to 15A-13
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15C	Heating, Ventilating & Air Conditioning, Pages 15C-1 to 15C-10
16A	Electrical, Pages 16A-1 to 16A-15
16B	Fire Alarm System, Pages 16B-1 to 16B-7

Addendum 1 - July 10, 1987
Addendum 2 - August 31, 1987

ARTICLE A-3 CONTRACT PRICE

The Contract Price is ... Eight hundred thirty-two thousand dollars dollars
(\$ 832,000.00) in Canadian funds, which price shall be subject to adjustments as may be required in accordance with the provisions of the Contract Documents.

ARTICLE A-4 PAYMENT

- (a) Subject to applicable legislation and the provisions of the Contract Documents, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of ten percent (10 %), the Owner shall:
 - (1) make monthly payments in Canadian funds to the Contractor on account of the Contract Price. The amounts of such payments shall be as certified by the Consultant, and
 - (2) upon Substantial Performance of the Work as certified by the Consultant pay to the Contractor the unpaid balance of holdback monies then due, and
 - (3) upon Total Performance of the Work as certified by the Consultant pay to the Contractor the unpaid balance of the Contract Price then due.
- (b) In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the Contractor in accordance with the provisions of GC 20 — INSURANCE.
- (c) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in an award by arbitration or court, interest of prime plus 3 percent (prime plus 3 %) per annum on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

ARTICLE A-5 RIGHTS AND REMEDIES

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

ARTICLE A-9 SUCCESSION

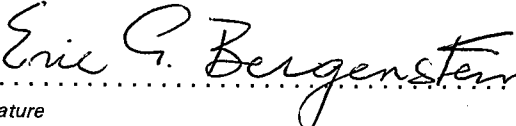
The General Conditions of the Stipulated Price Contract hereto annexed, and the other aforesaid Contract Documents, are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall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

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

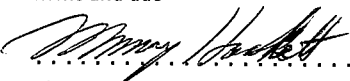
SIGNED, SEALED AND DELIVERED
in the presence of:

OWNER

Corporation of the Town of Pelham
.....
name

.....

signature

Eric G. Bergenstein, Mayor
.....
name and title



signature

Murray Hackett, Clerk Coordinator
.....
name and title

.....
witness
.....
name and title

CONTRACTOR

Merit Contractors of Niagara
.....
name

DAVID J. HARVEY

signature
PARTNER
.....
name and title

.....
signature
.....
name and title

.....
witness
.....
name and title

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

DEFINITIONS

The following Definitions shall apply to all Contract Documents.

1. **The Contract**
The Contract Documents form the Contract. The Contract is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties. The Contract supersedes all prior negotiations, representations or agreements, either written or oral, including the bidding documents. The Contract may be amended only as provided in the General Conditions of the Contract.
2. **Contract Documents**
The Contract Documents consist of the executed Agreement between the Owner and Contractor, the General Conditions of the Contract, Supplementary Conditions, Definitions, specifications, drawings and such other documents as are listed in Article A-2 — CONTRACT DOCUMENTS including amendments thereto incorporated before the execution of the Contract and subsequent amendments thereto made pursuant to the provisions of the Contract and agreed upon between the parties.
3. **Owner**
The Owner is the person, firm or corporation identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized agent or representative as designated to the Contractor in writing but does not include the Consultant.
4. **Consultant**
The Consultant is the person, firm or corporation identified as such in the Agreement, and is an Architect or Engineer licensed to practice in the province or territory of the Place of the Work, and is referred to throughout the Contract Documents as if singular in number and masculine in gender.
5. **Contractor**
The Contractor is the person, firm or corporation identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative as designated to the Owner in writing.
6. **Subcontractor**
A Subcontractor is a person, firm or corporation having a direct contract with the Contractor to perform a part or parts of the Work, or to supply products worked to a special design according to the Contract Documents, but does not include one who merely supplies products not so worked. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender.
7. **The Project**
The Project means the total construction contemplated of which the Work may be the whole or a part.
8. **The Work**
The Work means the total construction and related services required by the Contract Documents.
9. **Products**
Products means material, machinery, equipment and fixtures forming the Work but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work and normally referred to as construction machinery and equipment.
10. **Other Contractor**
Other Contractor means a person, firm or corporation employed by or having a separate contract directly or indirectly with the Owner for work other than that required by the Contract Documents.
11. **Place of the Work**
The Place of the Work is the designated site or location of the Project of which the Work may be the whole or a part.

THE GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

(Hereinafter referred to as the General Conditions.)

GC 1 DOCUMENTS

- 1.1 The Contract Documents shall be signed in duplicate by the Owner and the Contractor.
- 1.2 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.
- 1.3 The intent of the Contract Documents is to include the labour, products and services necessary for the performance of the Work in accordance with these documents. It is not intended, however, that the Contractor shall supply products or perform work not consistent with, covered by or properly inferable from the Contract Documents.
- 1.4 Words and abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 1.5 References to the masculine or the singular shall be considered to include the feminine and the plural as the context requires.
- 1.6 In the event of conflicts between Contract Documents the following shall apply:
 - (a) figured dimensions shown on a drawing shall govern even though they may differ from dimensions scaled on the same drawing,
 - (b) drawings of larger scale shall govern over those of smaller scale of the same date,
 - (c) specifications shall govern over drawings,
 - (d) the General Conditions shall govern over specifications,
 - (e) Supplementary Conditions shall govern over the General Conditions, and
 - (f) the executed Agreement between the Owner and Contractor shall govern over all documents.
 Notwithstanding the foregoing, documents of later date shall always govern.
- 1.7 The Contractor shall be provided without charge with as many copies of the Contract Documents or parts thereof as are necessary for the performance of the Work.
- 1.8 The Contractor shall keep one copy of current Contract Documents and shop drawings at the Place of the Work, in good order and available to the Consultant and his representatives. This requirement shall not be considered to include the executed set of Contract Documents.
- 1.9 Drawings, specifications, models and copies thereof furnished by the Consultant are and shall remain his property with the exception of the signed contract sets belonging to each party to this Contract. Such documents and models are to be used only with respect to the Work and are not to be used on other work. Such documents and models are not to be copied or revised in any manner without the written authorization of the Consultant.
- 1.10 Models furnished by the Contractor at the Owner's expense are the property of the Owner.

GC 2 ADDITIONAL INSTRUCTIONS

- 2.1 During the progress of the Work the Consultant will furnish to the Contractor such additional instructions to supplement the Contract Documents as may be necessary for the performance of the Work. Such instructions shall be consistent with the intent of the Contract Documents.
- 2.2 Additional instructions may be in the form of specifications, drawings, samples, models or other written instructions.
- 2.3 Additional instructions will be issued by the Consultant with reasonable promptness and in accordance with a schedule agreed upon for such instructions.

GC 4 DELAYS

- 4.1 If the Contractor is delayed in the performance of the Work by an act or omission of the Owner, Consultant, Other Contractor, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents, then the Contract Time shall be extended for such reasonable time as the Consultant may decide in consultation with the Contractor. The Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay.
- 4.2 If the Contractor is delayed in the performance of the Work by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the Contractor or anyone employed or engaged by him directly or indirectly, then the Contract Time shall be extended for such reasonable time as the Consultant may decide in consultation with the Contractor. The Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay.
- 4.3 If the Contractor is delayed in the performance of the Work by labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the Contractor is a member or to which the Contractor is otherwise bound), fire, unusual delay by common carriers or unavoidable casualties or, without limit to any of the foregoing, by a cause beyond the Contractor's control, then the Contract Time shall be extended for such reasonable time as the Consultant may decide in consultation with the Contractor, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension be agreed to by the Contractor. The Contractor shall not be entitled to payment for costs incurred as the result of such delays unless such delays are as the result of actions by the Owner.
- 4.4 No extension shall be made for delay unless written notice of claim is given to the Consultant not later than fourteen (14) days after the commencement of delay, providing however, that in the case of a continuing cause of delay only one notice of claim shall be necessary.
- 4.5 If no schedule is made under GC 2 — ADDITIONAL INSTRUCTIONS, no claim for delay shall be allowed because of failure to furnish instructions until fourteen (14) days after demand for such instructions has been made and not then unless such claim is reasonable.
- 4.6 The Consultant will not, except by written notice to the Contractor, stop or delay the Work pending instructions or proposed changes in the Work.

GC 5 OWNER'S RIGHT TO PERFORM WORK OR STOP THE WORK OR TERMINATE CONTRACT

- 5.1 If the Contractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors because of his insolvency or if a receiver is appointed because of his insolvency, the Owner may, without prejudice to any other right or remedy he may have, by giving the Contractor or receiver or trustee in bankruptcy written notice, terminate the Contract.
- 5.2 If the Contractor should neglect to prosecute the Work properly or otherwise fails to comply with the requirements of the Contract to a substantial degree and if the Consultant has given a written statement to the Owner and Contractor that sufficient cause exists, the Owner may notify the Contractor in writing that he is in default of his contractual obligations and instruct him to correct the default in the five (5) working days immediately following the receipt of such notice.
- 5.3 If the correction of the default cannot be completed in the five (5) working days specified, the Contractor shall be in compliance with the Owner's instructions if he:
 - (a) commences the correction of the default within the specified time, and
 - (b) provides the Owner with an acceptable schedule for such correction, and
 - (c) completes the correction in accordance with such schedule.
- 5.4 If the Contractor fails to correct the default in the time specified or subsequently agreed upon, the Owner, without prejudice to any other right or remedy he may have, may:
 - (a) correct such default and deduct the cost thereof from any payment then or thereafter due the Contractor provided the Consultant has certified such cost to the Owner and the Contractor, or
 - (b) terminate the Contractor's right to continue with the Work in whole or in part or terminate the Contract.
- 5.5 If the Owner terminates the Contractor's right to continue with the Work under the conditions set out in this General Condition, he shall:
 - (a) be entitled to take possession of the premises and products and utilize the construction machinery and equipment the whole subject to the rights of third parties, and finish the Work by whatever method he may consider expedient but without undue delay or expense, and
 - (b) withhold further payments to the Contractor until the Work is finished, and

- 7.3 If the matter in dispute is not resolved promptly the Consultant will give such instructions as in his opinion are necessary for the proper performance of the Work and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim they may have. If it is subsequently determined that such instructions were in error or at variance with the Contract Documents, the Owner shall pay the Contractor costs incurred by the Contractor in carrying out such instructions which he was required to do beyond what the Contract Documents correctly understood and interpreted would have required him to do, including costs resulting from interruption of the Work.
- 7.4 It is agreed that no act by either party shall be construed as a renunciation or waiver of any of his rights or recourses, provided he has given the notices in accordance with paragraph 7.2 and has carried out the instructions as provided in paragraph 7.3.
- 7.5 If the parties have agreed to submit disputes to arbitration pursuant to a Supplementary Condition to the Contract, or by subsequent agreement, then the dispute shall be submitted to arbitration in accordance with the provisions of the arbitration legislation of the Place of the Work.
- 7.6 If no provision or agreement is made for arbitration then either party may submit the dispute to such judicial tribunal as the circumstances may require.
- 7.7 In recognition of the obligation by the Contractor to perform the disputed work as provided in paragraph 7.3, it is agreed that settlement of dispute proceedings may be commenced immediately following the dispute in accordance with the foregoing settlement of dispute procedures.

GC 8 ASSIGNMENT

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

GC 9 OTHER CONTRACTORS

- 9.1 The Owner reserves the right to let separate contracts in connection with the Project of which the Work is a part, or do certain work by his own forces.
- 9.2 When separate contracts are awarded for different parts of the Project, or work is performed by the Owner's own forces, the Owner shall:
- (a) provide for the co-ordination of the work of his own forces and of each separate contract with the Work of this Contract, and
 - (b) ensure that insurance coverage is provided to the same requirements as are called for in GC 20 — INSURANCE. Such insurance shall be co-ordinated with the insurance coverage of this Contractor as it affects the Work of this Contract.
- 9.3 The Contractor shall co-ordinate the Work of this Contract with the work of Other Contractors and connect as specified or shown in the Contract Documents. If there is a change in the scope of the work required for the planning and performance of this co-ordination and connection, the changes shall be authorized in accordance with GC 11 — CHANGES IN THE WORK, and the value of the changes shall be determined in accordance with GC 12 — VALUATION AND CERTIFICATION OF CHANGES IN THE WORK.
- 9.4 The Contractor shall report to the Consultant any apparent deficiencies in Other Contractors' work which would affect the Work of this Contract immediately they come to his attention and shall confirm such report in writing. Failure by the Contractor to so report shall invalidate any claims against the Owner by reason of the deficiencies of Other Contractors' work except as to those of which he was not reasonably aware.
- 9.5 The Owner shall take all reasonable precautions to avoid labour disputes or other disputes on the Project arising from the work of Other Contractors.

GC 10 SUBCONTRACTORS

- 10.1 The Contractor agrees to preserve and protect the rights of the parties under the Contract with respect to work to be performed under subcontract and to:
- (a) enter into contracts or written agreements with his Subcontractors to require them to perform their work in accordance with and subject to the terms and conditions of the Contract Documents, and
 - (b) be as fully responsible to the Owner for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.
- The Contractor therefore agrees that he will incorporate the terms and conditions of the Contract Documents into all subcontract agreements he enters into with his Subcontractors.

GC 13 APPLICATIONS FOR PAYMENT

- 13.1 Applications for payment on account may be made monthly as the Work progresses.
- 13.2 Applications for payment shall be dated the last day of the agreed monthly payment period and the amount claimed shall be for the value, proportionate to the amount of the Contract, of work performed and products delivered to the Place of the Work at that date.
- 13.3 The Contractor shall submit to the Consultant, at least fourteen (14) days before the first application for payment, a schedule of values of the various parts of the Work, aggregating the total amount of the Contract Price and divided so as to facilitate evaluation of applications for payment.
- 13.4 This schedule shall be made out in such form and supported by such evidence as to its correctness as the Consultant may reasonably direct and when approved by the Consultant shall be used as the basis for applications for payment, unless it be found to be in error.
- 13.5 When making applications for payment, the Contractor shall submit a statement based upon this schedule. Claims for products delivered to the Place of the Work but not yet incorporated into the Work shall be supported by such evidence as the Consultant may reasonably require to establish the value and delivery of the products.
- 13.6 Applications for release of holdback monies following Substantial Performance of the Work and the application for final payment shall be made at the time and in the manner set forth in GC 14 — CERTIFICATES AND PAYMENTS.

GC 14 CERTIFICATES AND PAYMENTS

- 14.1 The Consultant will, no later than ten (10) days after the receipt of an application for payment from the Contractor submitted in accordance with GC 13 — APPLICATIONS FOR PAYMENT, issue a certificate for payment in the amount applied for or in such other amount as he determines to be properly due. If the Consultant amends the application, he will promptly notify the Contractor in writing giving his reasons for the amendment.
- 14.2 The Owner shall make payment to the Contractor on account in accordance with the provisions of Article A-4 — PAYMENT no later than five (5) days after the issuance of a certificate for payment by the Consultant.
- 14.3 The Consultant will, no later than ten (10) days after the receipt of an application from the Contractor for a certificate of Substantial Performance of the Work, make an inspection and assessment of the Work to verify the validity of the application. The Consultant will, no later than seven (7) days after his inspection, notify the Contractor of his approval or the reasons for his disapproval of the application. When the Consultant finds that Substantial Performance of the Work has been reached he will issue such a certificate. The date of Substantial Performance of the Work shall be as stated in this certificate. Immediately following the issuance of the certificate of Substantial Performance of the Work, the Consultant, in consultation with the Contractor, will establish a reasonable date for the Total Performance of the Work.
- 14.4 Immediately following the issuance of the certificate of Substantial Performance of the Work the Consultant will issue a certificate for payment of holdback monies. The holdback monies authorized by this certificate shall become due and payable on the day following the expiration of the statutory limitation period stipulated in the lien legislation applicable to the Place of the Work or where such legislation does not exist or apply in accordance with such other legislation, industry practice or such other provisions which may be agreed to between the parties, providing that the Owner may retain out of such holdback monies any sums required by law to satisfy any liens against the Work or other monetary claims against the Contractor and enforceable against the Owner and that the Contractor has submitted to the Owner a sworn statement that all accounts for labour, subcontracts, products, construction machinery and equipment and other indebtedness which may have been incurred by the Contractor in the Substantial Performance of the Work and for which the Owner might in any way be held responsible have been paid in full except holdback monies properly retained.
- 14.5 Where legislation permits and where, upon application by the Contractor, the Consultant has certified that the work of a Subcontractor has been totally performed to his satisfaction prior to the Substantial Performance of the Work, the Owner shall pay the Contractor the holdback retained for such Subcontractor on the day following the expiration of the statutory limitation period for such Subcontractor stipulated in the lien legislation applicable to the Place of the Work.
- 14.6 Notwithstanding the provisions of paragraph 14.5 and notwithstanding the wording of such certificates the Contractor shall ensure that such work is protected pending the Total Performance of the Work and be responsible for the correction of defects in it regardless of whether or not they were apparent when such certificates were issued.

GC 15 TAXES AND DUTIES

- 15.1 Unless otherwise stated in Supplementary Conditions the Contractor shall pay the government sales taxes, customs duties and excise taxes with respect to the Contract.
- 15.2 Where an exemption or recovery of government sales taxes, customs duties or excise taxes is applicable to the Contract, the procedure shall be as established in the Supplementary Conditions
- 15.3 Any increase or decrease in costs to the Contractor due to changes in such taxes and duties after the date of the tender shall increase or decrease the Contract Price accordingly.

GC 16 LAWS, NOTICES, PERMITS AND FEES

- 16.1 The laws of the Place of the Work shall govern the Work.
- 16.2 The Contractor shall obtain the permits, licences and certificates and pay the fees required for the performance of the Work which are in force at the date of tender closing, but this shall not include the obtaining of permanent easements or rights of servitude.
- 16.3 The Contractor shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are or become in force during the performance of the Work and which relate to the Work, to the preservation of the public health, and to construction safety.
- 16.4 The Contractor shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work. If the Contract Documents are at variance therewith, or changes which require modification to the Contract Documents are made to the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of tender closing, the Contractor shall notify the Consultant in writing requesting direction immediately such variance or change becomes known to him. The Consultant will make the changes required to the Contract Documents in accordance with GC 11 — CHANGES IN THE WORK, and the value of the changes shall be determined in accordance with GC 12 — VALUATION AND CERTIFICATION OF CHANGES IN THE WORK.
- 16.5 If the Contractor fails to notify the Consultant in writing and obtain his direction as required in paragraph 16.4 and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction, the Contractor shall be responsible for and shall correct the violations thereof and shall bear the costs, expense and damages attributable to his failure to comply with the provisions of such laws, ordinances, rules, regulations, codes and orders.

GC 17 PATENT FEES

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

GC 18 WORKERS' COMPENSATION INSURANCE

- 18.1 Prior to commencing the Work and prior to receiving payment on Substantial and Total Performance of the Work, the Contractor shall provide evidence of compliance with the requirements of the province or territory of the Place of the Work with respect to workers' compensation insurance including payments due thereunder.
- 18.2 At any time during the term of the Contract, when requested by the Owner, the Contractor shall provide such evidence of compliance by himself and his Subcontractors.

(d) Property and Boiler Insurance:

- (1) All risks property insurance shall be in the joint names of the Contractor, the Owner and the Consultant, insuring not less than the sum of the amount of the Contract Price and the full value, as stated in the Supplementary Conditions, of products that are specified to be provided by the Owner for incorporation into the Work, with a deductible not exceeding one percent of the amount insured at the site of the Work. The form of this insurance shall be the latest edition of CCDC Form 201 and shall be maintained continuously until ten (10) days after the date of Total Performance of the Work, as set out in the certificate of Total Performance of the Work.
- (2) Boiler insurance insuring the interests of the Contractor, the Owner and the Consultant for not less than the replacement value of boilers and pressure vessels forming part of the Work. The form of this insurance shall be the latest edition of CCDC Form 301 and shall be maintained continuously from commencement of use or operation of the property insured and until ten (10) days after the date of Total Performance of the Work, as set out in the certificate of Total Performance of the Work.
- (3) Should the Owner wish to use or occupy part or all of the Work he shall give thirty (30) days written notice to the Contractor of the intended purpose and extent of such use or occupancy. Prior to such use or occupancy the Contractor shall notify the Owner in writing of the additional premium cost, if any, to maintain property and boiler insurance, which shall be at the Owner's expense. If because of such use or occupancy the Contractor is unable to provide coverage, the Owner upon written notice from the Contractor and prior to such use or occupancy shall provide, maintain and pay for property and boiler insurance insuring the full value of the Work, as in subparagraphs (1) and (2), in CCDC Forms 201 and 301, including coverage for such use or occupancy and shall provide the Contractor with proof of such insurance. The Contractor shall refund to the Owner the unearned premiums applicable to the Contractor's policies upon termination of coverage.
- (4) The policies shall provide that, in the event of a loss or damage, payment shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner and himself for the purpose of adjusting the amount of such loss or damage payment with the Insurers. When the extent of the loss or damage is determined the Contractor shall proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of Contract Time relative to the extent of the loss or damage as the Consultant may decide in consultation with the Contractor.
- (5) Payment for loss or damage:
The Contractor shall be entitled to receive from the Owner, in addition to the amount due under the Contract, the amount at which the Owner's interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds and in accordance with the requirements of GC 13 — APPLICATIONS FOR PAYMENT and GC 14 — CERTIFICATES AND PAYMENTS. In addition the Contractor shall be entitled to receive from the payments made by the Insurer the amount of the Contractor's interest in the restoration of the Work.
- (6) The Contractor shall be responsible for deductible amounts under the policies except where such amounts may be excluded from the Contractor's responsibility by the terms of GC 21 — PROTECTION OF WORK AND PROPERTY and GC 22 — DAMAGES AND MUTUAL RESPONSIBILITY.
- (7) In the event of loss or damage to the Work arising from the work of an Other Contractor, the Owner, in accordance with his obligations under GC 9 — OTHER CONTRACTORS, paragraph 9.2, shall pay the Contractor the cost of restoring the Work as the restoration of the Work proceeds and in accordance with the requirements of GC 13 — APPLICATIONS FOR PAYMENT and GC 14 — CERTIFICATES AND PAYMENTS.

(e) Contractors' Equipment Insurance:

All risks contractors' equipment insurance covering construction machinery and equipment used by the Contractor for the performance of the Work, including boiler insurance on temporary boilers and pressure vessels, shall be in a form acceptable to the Owner and shall not allow subrogation claims by the Insurer against the Owner. The policies shall be endorsed to provide the Owner with not less than fifteen (15) days written notice in advance of cancellation, change or amendment restricting coverage. Subject to satisfactory proof of financial capability by the Contractor for self-insurance of his equipment, the Owner agrees to waive the equipment insurance requirement.

- 20.2 Unless specified otherwise the duration of each insurance policy shall be from the date of commencement of the Work until the date of Total Performance of the Work, as set out in the certificate of Total Performance of the Work.

- 24.4 The Contractor agrees to correct or pay for damage resulting from corrections made under the requirements of paragraph 24.2.

GC 25 CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

- 25.1 The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformance with the Contract Documents. He shall be solely responsible for construction means, methods, techniques, sequences and procedures and for co-ordinating the various parts of the Work under the Contract.
- 25.2 The Contractor shall be solely responsible for construction safety at the Place of the Work and for compliance with the rules, regulations and practices required by the applicable construction safety legislation.
- 25.3 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structural and other temporary facilities and the design and execution of construction methods required in their use. The Contractor shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform these functions where required by law or by the Contract Documents and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 25.4 Notwithstanding the provisions of paragraphs 25.1 and 25.3, or provisions to the contrary elsewhere in the Contract Documents where such Contract Documents include designs for temporary structural and other temporary facilities or specify a method of construction in whole or in part, such facilities and methods shall be considered to be part of the design of the Work and the Contractor shall not be held responsible for that part of the design or the specified method of construction. The Contractor shall, however, be responsible for the execution of such design or specified method of construction in the same manner that he is responsible for the execution of the Work.
- 25.5 The Contractor shall review the Contract Documents and shall promptly report to the Consultant any error, inconsistency or omission he may discover. Such review by the Contractor shall be to the best of his knowledge, information and belief and in making such review the Contractor does not assume any responsibility to the Owner or the Consultant for the accuracy of the review. The Contractor shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the Contract Documents which he did not discover. If the Contractor does discover any error, inconsistency or omission in the Contract Documents he shall not proceed with the work affected until he has received corrected or missing information from the Consultant.
- 25.6 The Contractor shall prepare and update as required a construction schedule indicating the timing of the major activities of the Work. The schedule shall be designed to ensure conformance with the required Contract Time. The schedule shall be submitted to the Owner and the Consultant for their information within a reasonable time from the date of Contract award. The Contractor shall monitor the progress of the Work relative to the schedule and advise the Consultant of any revisions required as the result of delays as provided in GC 4 — DELAYS, indicating the results expected from the resultant change in schedule.

GC 26 SUPERINTENDENCE

- 26.1 The Contractor shall employ a competent supervisor and necessary assistants who shall be in attendance at the Place of the Work while work is being performed.
- 26.2 The supervisor shall be satisfactory to the Consultant and shall not be changed except for good reason and only then after consultation with the Consultant.
- 26.3 The supervisor shall represent the Contractor at the Place of the Work and instructions given to him by the Consultant shall be held to have been given to the Contractor. Important instructions shall be confirmed to the Contractor in writing; other instructions shall be so confirmed if requested.

GC 27 LABOUR AND PRODUCTS

- 27.1 Unless otherwise stipulated elsewhere in the Contract Documents, the Contractor shall provide and pay for labour, products, tools, construction machinery and equipment, water, heat, light, power, transportation and other facilities and services necessary for the performance of the Work in accordance with the Contract.
- 27.2 Products provided shall be new unless otherwise specified in the Contract Documents. Products which are not specified shall be of a quality best suited to the purpose required and their use subject to the approval of the Consultant.
- 27.3 The Contractor shall maintain good order and discipline among his employees engaged on the Work and shall not employ on the Work anyone not skilled in the task assigned to him.

- 32.4 The Consultant may order any part or parts of the Work to be specially examined should he believe that such work is not in accordance with the requirements of the Contract Documents. If, upon examination such work be found not in accordance with the requirements of the Contract Documents, the Contractor shall correct such work and pay the cost of examination and correction. If such work be found in accordance with the requirements of the Contract Documents, the Owner shall pay the cost of examination and replacement.
- 32.5 The Contractor shall furnish promptly to the Consultant two (2) copies of certificates and inspection reports relating to the Work.

GC 33 REJECTED WORK

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

GC 34 SHOP DRAWINGS

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

GC 35 CASH ALLOWANCES

- 35.1 The Contract Price includes cash allowances stated in the Contract Documents.
- 35.2 Cash allowances, unless otherwise specified, cover the net cost to the Contractor of services, products, construction machinery and equipment, freight, unloading, handling, storage, installation and other authorized expenses incurred in performing the work stipulated under the cash allowances.
- 35.3 The Contract Price, and not the cash allowances, includes the Contractor's overhead and profit in connection with such cash allowances.