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WINDOW CLEANING SERVICE CONTRACT



Tyler McFadden

Skyline Canada

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AGREEMENT BETWEEN BUILDING OWNER/MANAGEMENT OR AUTHORIZING REPRESENTATIVE AND CONTRACTOR

For use when the stipulated price forms the basis of payment and to be used only with the General Conditions and Specific Conditions of the Stipulated Price Contract.

This agreement is made on the _____ day of _____ in the year _____ .

By and between

Hereafter called the "*Client*"

- and -

Skyline Canada
1958853 Ontario Inc.

Hereafter called the "*Contractor*"

The Property, Building and/or structure is defined as

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The *Client* and the *Contractor* agree as follows:

ARTICLE A-1: THE WORK

The *Contractor* shall:

- 1.1. Perform the *Work* required by the *Contract Documents* for:

STANDARD WINDOW CLEANING

- 1.2. Do and fulfill everything indicated by the *Contract Documents*, and;
- 1.3. Maintain a cleaning schedule as per Appendix 'A' and attain Substantial Performance of the Work;
- 1.4. Additional annual cleanings shall be agreed to by each party to the *Contract* and a *Change Order* indicating the additional annual cleanings shall be incorporated into the *Contract Documents* and charged by the *Contractor* at the same rate and under the same conditions as the previous cleaning.
- 1.5. The *Contractor* shall be responsible to maintain a schedule of cleaning and any other additional annual cleanings and advise the *Client* promptly regarding any amendments to such schedule.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1. The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents, quotes and estimates that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS
- 2.2. The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE WORK:

- Agreement between *Client* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract
- The Specific Conditions of the Stipulated Price Contract
- Appendix 'A'
- Appendix 'B'

ARTICLE A-4: CONTRACT PRICE (FOR THREE (3) YEARS)

- 2..1. The *Contract Price*, which excludes *Value Added Taxes*, is:

	\$
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- 2..2. *Value Added Taxes* payable by the *Client* to the *Contractor* are:

	\$
--	----

2..3. Total amount payable by the *Client* to the *Contractor* for the *Work* is:

\$

2..4. These amounts shall be subject to adjustments as provided in the *Contract Documents*.

2..5. All amounts are in Canadian funds.

2..6. Amounts herein at 2.1, 2.2 and 2.3 represent the total value of the *Contract* and does not represent the value of each cleaning.

2..7. Payment and cost details are described in Appendix 'B'.

ARTICLE A-5: PAYMENT

4.1. Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations the *Client* shall:

1. Make payment(s) to the *Contractor* on account of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payments, and;
2. In Canadian funds, and;
3. The amounts of the payment(s) shall be in accordance with the *Contract Price Details*, and;
4. Upon the issuance of the final certificate for payment, and;
5. Pay the stipulated amount according to the *Total Performance of the Work*.

4.2. In the event of loss or damage occurring where payment becomes due under the property insurance policy, payment shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

4.3. Interest

1. Should the *Client* fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - i. 2% per annum above the prime rate for the first 60 days.
 - ii. 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by:

THE BANK OF CANADA

for prime business loans as it may change from time to time.

2. Interest shall apply at the rate and in the manner prescribed by paragraph 4.3 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6: RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first-class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Client

name of Client

address

facsimile number

email address

To the attention of

Contractor

1958853 Ontario Inc.

o/a Skyline Canada
 140 King Street East
 Suite 200
 Hamilton, Ontario, Canada
 L8N 1B2

Facsimile: (905) 312-8958

Email: skyline@skylinecanadainc.com

To the attention of F. Tyler McFadden

**If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.*

ARTICLE A-7: LANGUAGE OF THE CONTRACT

7.1 When the *Contract Documents* are prepared in either the English or French language, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English language shall prevail.

7.2 This Agreement is drawn in English at the consent of all parties hereto; Le présent accord est rédigé en anglais avec le consentement de toutes les parties.

ARTICLE A-8: SUCCESSION

8.1 The *Contract* shall ensure 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 by the hands of their duly authorized representatives.

SIGNED AND DELIVERED

In the presence of:

WITNESS

signature

name of person signing

signature

name of person signing

Date

WITNESS

signature

name of person signing

signature

name of person signing

Date

CLIENT

name of *client*

signature

name of person signing

signature

name of person signing

Date

CONTRACTOR

1958853 Ontario Inc. a/o Skyline Canada

signature

name of person signing

signature

name of person signing

Date

N.B. Where legal jurisdiction, local practice, or Client or Contractor requirement calls for:

- a. proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership, or
- b. the affixing of a corporate seal, this Agreement should be properly sealed.

DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

A. Cash Allowance

Cash Allowances refers to additional monies payable to the *Contractor* by the *Client* for other *Work* agreed to or where changes in the *Work*, access of the *Work*, or any other modification of the *Work* or the performance of the *Work* occurs. Such *Cash Allowances* shall be payable to the *Contractor* at the *Contractor's* hourly rate of \$120.00 per hour per worker under the same terms of payment described in the *Contract Documents*.

B. Change Directive

A *Change Directive* is a written instruction prepared by the *Client* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Client* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

C. Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Client* and signed by the *Client* and the *Contractor* stating their agreement upon:

- i. A change in the *Work*;
- ii. The method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- iii. The extent of the adjustment in the *Contract Time*, if any.

D. Client

The *Client* is the person or entity identified as such in the Agreement. The term *Client* means the Owner or the Owner's authorized agent or representative as designated to the *Contractor* in writing.

E. Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for performing the *Work*.

F. 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.

G. Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

H. Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

I. Contract Time

The *Contract Time* is the time stipulated in Article A-1 of the Agreement – THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.

J. Contractor

The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Client* in writing.

K. Drawings

The *Drawings* are the engineers graphic and pictorial portions of the *Clients* documents, located at the entrance to the roof as per the Regulations covering such documents and wherever else the exact *Drawings* may also be located, which *Drawings* show the roof anchor safety system design, location, dimensions, and all other such details prescribed by the Regulations.

L. Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

M. Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

N. Product

Product or *Products* means material, supplies, and solutions forming the *Work*, but does not include *Construction Equipment*.

O. Project

The *Project* means the total *Work* contemplated of which the *Work* may be the whole or a part.

P. Provide

Provide means to supply, apply and/or install.

Q. Shop Drawings

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate the details of portions of the *Work*.

R. Specifications

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, *Quality*, and the services necessary for the performance of the *Work*.

S. Subcontractor

A *Subcontractor* is a person or entity having a direct *Contract* with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

T. Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended.

U. Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Client* to supplement the *Contract Documents* as required for the performance of the *Work*.

V. Supplier

A *Supplier* is a person or entity having a direct *Contract* with the *Contractor* to supply *Products*.

W. Temporary Work

Temporary Work means temporary supports, public protection barriers and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

X. Value Added Taxes

Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.

Y. Window Cleaning

To use standard, high quality, professional window cleaning tools to wash the glass surfaces of windows to remove common, dust, dirt, and pollution and squeegee excess water from the glass surfaces, within 5mm from any edge of the glass surface.

Z. Work

The *Work* means the performance of window cleaning required by the *Contract Documents*.

AA. Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

END OF DEFINITIONS PART 1

THE GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 DOCUMENTS

1. The intent of the *Contract Documents* is to include the labour, Products and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents and payment by the *Client* for such work. It is not intended, however, that the *Contractor* shall supply products or perform *Work* not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
2. Nothing contained in the *Contract Documents* shall create any contractual relationship between:
 - i. The *Client* and a Subcontractor, a *Supplier* or their agent, employee, or other person performing any portion of the *Work*.
 - ii. The *Contractor* and any person or entity assigned, delegated, directed, or so ordered by the *Client* in relation to the *Work*.
3. The *Contract Documents* are complementary, and what is required by anyone shall be as binding as if required by all.
4. Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
5. References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
6. Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the *Work* among Subcontractors and Suppliers.
7. If there is a conflict within the *Contract Documents*:
 - a) The order of priority of documents, from highest to lowest, shall be:
 - i. The Agreement between the *Client* and the Contractor,
 - ii. The Definitions,
 - iii. Priority Conditions,
 - iv. Supplementary Conditions,
 - v. Specific Conditions
 - vi. The General Conditions,
 - vii. Appendix 'A' and Appendix 'B'
 - viii. Technical Specifications
 - ix. Material and finishing schedules,
 - x. The Drawings.
 - b) *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - c) Dimensions shown on *Drawings* shall govern over dimensions scaled from Drawings.
 - d) Recent dated documents shall govern over other documents of the same type.
8. The *Contractor* shall *Provide* the *Client*, without charge, enough copies of the *Contract Documents* to perform the *Work*.
9. Specifications, Drawings, models, and copies thereof furnished by the *Client* are and shall remain the *Clients* property, apart from the signed Contract, which shall belong to each party to the Contract. All Specifications, Drawings, and models furnished by the *Client* are to be used only with respect to the *Work* and are not to be used on other work. These Specifications, Drawings, and models are not to be copied or altered in any manner without the written authorization of the *Client*.
10. Models furnished by the *Contractor* at the *Clients* expense are the property of the *Client*.

GC 1.2 LAW OF THE CONTRACT

1. The law of the *Place of the Work* shall govern the interpretation of the Contract.

GC 1.3 RIGHTS AND REMEDIES

1. Except as expressly provided in the *Contract Documents*, 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.
2. No action or failure to act by the *Client* or the *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.

GC 1.4 ASSIGNMENT

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.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 REVIEW AND INSPECTION OF THE WORK

1. The Client shall be permitted access to the site of the Work provided that it is safe to exercise such access, the sole determination of which shall be by the Contractor. Any access will require a minimum of two days written notice by the Client provided that the final decision as to whether the exercise of such access is safe shall be that of the Contractor.
2. If *Work* is designated for tests inspections or approvals in the *Contract Documents*, or by the laws or ordinances of the Place of the Work, the *Contractor* shall give the *Client* reasonable notification of when the *Work* will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Client* reasonable notification of the date and time of inspection by other authorities.
3. The *Contractor* shall furnish promptly to the *Client* two copies of certificates and inspection reports relating to the *Work* where such certificates and inspection reports are required under the *Contract Documents* or by laws, ordinances or regulations governing the Work.
4. The *Client* shall furnish promptly to the Contractor, two copies of annual roof anchor safety inspections and engineer's drawings, in paper format or digital format, relating to the *Work* where such annual roof anchor safety inspections and engineer's *Drawings* are required under the *Contract Documents* or where such roof anchor safety inspections and engineer's *Drawings* are required by laws, ordinances or regulations relating to the Place of the Work.
5. The *Client* may order any portion or portions of the *Work* to be examined to confirm that such *Work* is in accordance with the requirements of the *Contract Documents*. If the *Work* is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the *Work* and bear the cost of correction. If the *Work* is in accordance with the requirements of the *Contract Documents*, the *Client* shall pay the cost of examination.
6. The *Contractor* shall pay the cost of making any test or inspection, including the cost of sample required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the Place of the Work.
7. The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Client* if such test or inspection is designated in the *Contract Documents*.

GC 2.2 DEFECTIVE WORK

1. The *Contractor* shall promptly correct defective *Work* that has been rejected by the *Client* as failing to conform to the *Contract Documents* whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor.
2. The *Contractor* shall make good promptly other contractors' work, destroyed or damaged by such defective work, at the Contractor's expense.
3. If in the opinion of the *Client* it is not expedient to correct defective *Work* or *Work* not performed as provided in the *Contract Documents*, the *Client* may deduct from the amount otherwise due to the *Contractor* the difference in value between the *Work* as performed and that called for by the *Contract Documents*, providing that both the Client and Contractor agree with respect to the difference in value. Where there is no agreement as to the difference in value, either party may refer the matter to an arbitrator mutually chosen by the Client and the Contractor.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

1. The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* to ensure conformity with the *Contract Documents*.
2. The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for coordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY CLIENT OR OTHER CONTRACTORS

1. The *Client* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform *Work* with own forces, without altering or changing the *Contract* already duly signed and agreed upon by the parties hereto.
2. When separate contracts are awarded for other parts of the *Project*, or when *Work* is performed by the *Client's* own forces, the *Client* shall:
 - i. *Provide* for the co-ordination of the activities and *Work* of other contractors and *Client's* own forces;
 - ii. Assume overall responsibility for compliance with the applicable health and safety legislation at the Place of the *Work*;
 - iii. Enter into separate contracts with other contractors under conditions of *Contract* which are compatible with the conditions of the *Contract*;
 - iv. Ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance of the *Contractor* as it affects the *Work*; and
 - v. Take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the *Work* of other contractors or the *Client's* own forces.
3. When separate contracts are awarded for other parts of the *Project*, or when *Work* is performed by the *Client's* own forces, the *Contractor* shall:
 - i. Afford the *Client* and other contractors' reasonable opportunity to store their products and execute their work;
 - ii. Cooperate with other contractors and the *Client* in reviewing their schedules; and
 - iii. Promptly report to the *Client* in writing any apparent deficiencies in the *Work* of other contractors or of the *Client's* own forces, where such *Work* affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
4. Where the *Contract Documents* identify *Work* to be performed by other contractors or the *Client's* own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the *Work* of other contractors and the *Client's* own forces as specified in the *Contract Documents*.
5. Where a change in the *Work* is required as a result of the co-ordination and integration of the *Work* of other contractors or the *Client's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 - CLIENT'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
6. Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other *Contractor* whose *Contract* with the *Client* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

1. The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, installation, setup and removal of Temporary *Work*.
2. The *Client* shall pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.
3. Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraphs 3.1.1 and 3.1.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work*

The *Contractor* shall be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the Work.

GC 3.4 DOCUMENT REVIEW

1. The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Client* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor's* knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Client* 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 the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the *Work* affected until the *Contractor* has received corrected or missing information from the *Client*.

GC 3.5 CONSTRUCTION SCHEDULE

1. The *Contractor* shall:
 - i. Prepare and submit to the *Client* prior to the first application for progress payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*.
 - ii. Monitor the progress of the *Work* relative to the schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
 - iii. Advise the *Client* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES IN THE WORK.

GC 3.6 SUPERVISION

1. The *Contractor* shall *Provide* all necessary supervision and appoint a competent representative who shall attend the *Place of the Work* while *Work* is being performed, in accordance with the laws, ordinances, and regulations of the *Place of the Work*. The appointed representative shall not be changed except for valid reason.
2. The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Client* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

1. The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to *Work* to be performed under subcontract, and shall:
 - i. Enter into contracts or written agreements with Subcontractors to require them to perform their *Work* as provided in the *Contract Documents*;
2. If the *Client* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.
3. The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

GC 3.8 LABOUR AND PRODUCTS

1. The *Contractor* shall *Provide* and pay for labour, Products, tools, equipment, transportation, fuel and other services necessary for the performance of the *Work* in accordance with the *Contract*.
2. Unless otherwise specified in the *Contract Documents*, Products provided shall be new. Products which are not specified shall be of a *Quality* consistent with those specified and their use acceptable to the *Client*.
3. The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

1. The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the Place of the Work, in good order and available to the *Client*.

GC 3.10 SHOP DRAWINGS

1. The *Contractor* shall *Provide Shop Drawings* as required in the *Contract Documents*.
2. The *Contractor* shall *Provide Shop Drawings* to the *Client* to review in orderly sequence and sufficiently in advance to cause no delay in the *Work* or in the *Work* of other contractors.
3. Upon request of the *Contractor* or the *Client*, they shall jointly prepare a schedule of the dates for provisions, review and return of *Shop Drawings*.
4. The *Contractor* shall *Provide Shop Drawings* in the form specified, or if not specified, as directed by the *Client*.
5. *Shop Drawings* provided by the *Contractor* to the *Client* shall indicate by, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.
6. The *Client's* review is for conformity to the design concept and for general arrangement only.
7. *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.
8. The *Contractor* shall review all *Shop Drawings* before providing them to the *Client*. The *Contractor* represents by this review that:
 - i. The *Contractor* has determined and verified all applicable field measurements, field conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - ii. The *Contractor* has checked and coordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
9. At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Client* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Client* shall indicate the acceptance or rejection of such deviation expressly in writing.
10. The *Client's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
11. The *Contractor* shall *Provide revised Shop Drawings* to correct those which the *Client* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Client*. The *Contractor* shall notify the *Client* in writing of any revisions to the *Shop Drawings* other than those requested by the *Client*.
12. The *Client* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness to cause no delay in the performance of the *Work*.

GC 3.11 USE OF THE WORK

1. The *Contractor* shall confine equipment, Temporary Work, storage of *Products*, waste products and debris, and operations of employees and Subcontractors to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the Place of the Work.
2. The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

1. The *Contractor* shall perform the cutting and remedial *Work* required to make the affected parts of the *Work* come together properly.
2. The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial *Work* is kept to a minimum.
3. Should the *Client*, other contractors or anyone employed by them be responsible for ill-timed *Work* the cost of such shall be valued as provided in GC 6.1 – CLIENTS RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER, GC 6.3 – CHANGE DIRECTIVE and GC 6.5 DELAYS.
4. Cutting and remedial *Work* shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 CLEANUP

1. The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Client*, other contractors or their employees.
2. Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the *Work* of the *Client*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Client*. The *Contractor* shall remove products, tools, equipment, and *Temporary Work* not required for the performance of the remaining work.
3. Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, equipment, *Temporary Work*, and waste products and debris, other than those resulting from the *Work* of the *Client*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

1. The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of *Work* or costs included in such cash allowances shall be as described in the *Contract Documents*.
2. The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profits in connection with such cash allowances.
3. Expenditures under cash allowances shall be authorized by the *Client*.
4. Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Client* shall be credited for the unexpected portion of the cash allowance, but not for the *Contractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
5. The *Contract Price* shall be adjusted by *Change Order to Provide* for any difference between the amount of each cash allowance and the actual cost of the *Work* under that cash allowance.
6. The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.
7. The *Contractor* and the *Client* shall jointly prepare a schedule that shows when the *Client* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

1. The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
2. The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
3. Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – CLIENT'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
4. The *Contract Price* shall be adjusted by *Change Order to Provide* for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE CLIENT

1. The *Client* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time, thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Client's* obligations under the *Contract*.
2. The *Client* shall give the *Contractor* Notice in Writing of any material change in the *Client's* financial arrangements to fulfill the *Client's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENTS

1. Applications for payments on account as provided in Article A-5 of the Agreement – PAYMENT may be made monthly as the *Work* progresses.

2. Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
3. 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* as of the last day of the payment period.
4. The *Contractor* shall submit to the *Client*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, to facilitate evaluation of applications for payment.
5. The schedule of values shall be made out in such form and supported by such evidence as the *Client* may reasonably direct and when accepted by the *Client*, shall be used as the basis for application for payment, unless it is found to be in error.
6. The *Contractor* shall include a statement based on the schedule of values with each application for payment.
7. Applications for payment for Products delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Client* may reasonably require establishing the value and delivery of the Products.

GC 5.3 PROGRESS PAYMENTS

1. After receipt by the *Client* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT:
 - i. The *Client* will promptly acknowledge the *Contractor*'s application for payment,
 - ii. The *Client* will issue to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, an acknowledgment of receipt in the amount applied for, or in such other amount as the *Client* determines to be properly due. If the *Client* amends the application, the *Client* will promptly advise the *Contractor* in writing giving reasons for the amendment,
 - iii. The *Client* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 20 calendar days after the later of:
 - a) Receipt by the *Client* of the application for payment, or
 - b) The last day of the monthly payment period for which the application for payment is made.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

1. When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Client* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Client* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Client* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the Contract.
2. The *Client* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor*'s list and application:
 - i. Advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - ii. State the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to the *Contractor*.
3. Immediately following the issuance of the certificate of Substantial Performance of the *Work*, the *Contractor*, in consultation with the *Client*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT UPON SUBSTANTIAL PERFORMANCE OF THE WORK

1. After the issuance of the certificate of Substantial Performance of the *Work*, the *Contractor* shall:
 - i. Submit a 'Statutory Declaration' to state that all accounts for labour, subcontracts, Products, equipment, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Client* might in any way be held responsible have been paid in full, except for amounts identified in dispute.

GC 5.6 RELEASE

1. The *Contractor* shall ensure that subcontract *Work* or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or *Work* not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

1. When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
2. The *Client* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.
3. When the *Client* finds the *Contractor's* application for final payment valid, the *Client* will promptly issue a final certificate for payment.
4. Subject to the provision of paragraph 10.4.1 of GC 10.4.2 – WORKERS' COMPENSATION, and any lien legislation applicable to the Place of the Work, the *Client* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement – PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

1. If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of *Work* that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Client* shall not be withheld or delayed by the *Client* on account thereof, but the *Client* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Client* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.9 NON-CONFORMING WORK

1. No payment by the *Client* under the Contract nor partial or entire use of occupancy of the *Work* by the *Client* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 CLIENTS RIGHT TO MAKE CHANGES

1. The *Client*, without invalidating the Contract, may make:
 - i. Changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
 - ii. Changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
2. The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

1. When a change in the *Work* is proposed or required, the *Client* will *Provide* the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Client*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
2. When the *Client* and the *Contractor* agree to the adjustment in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the *Work* performed as the result of a *Change Order* shall be included in the application for progress payment.

GC 6.3 CHANGE DIRECTIVE

1. If the *Client* requires the *Contractor* to proceed with a change in the *Work* prior to the *Client* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Client*, shall issue a *Change Directive*.
2. A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
3. A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
4. Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
5. For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
6. The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be \$120.00 per hour per worker plus other expenses for additional use of equipment and tools and further expenses of fuel, Products, or any other supplies or services for the fulfillment of the *Change Directive*.
7. The cost of performing the *Work* attributable to the *Change Directive* shall be, in addition to \$120.00 per hour per worker, limited to the actual cost of the following:
 - i. \$120.00 per hour per worker in the direct employ of the *Contractor* under a salary or wage schedule for personnel
 - a) Stationed at the *Contractor's* field office, in whatever capacity employed;
 - b) Engaged in expediting the production of transportation of material or equipment, at shops or on the road;
 - c) Engaged in the preparation or review of Shop Drawings, fabrication drawings, and coordination drawings;
or
 - d) Engaged in the processing of changes in the *Work*, and
 - e) Engaged directly or indirectly in the *Work*
 - ii. Contributions, assessments of taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.i;
 - iii. Travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.i;
 - iv. All Products including cost of transportation thereof;
 - v. Materials, supplies, equipment, Temporary Work, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*, and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
 - vi. All tools and equipment, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or other, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - vii. All equipment and services required for the *Contractor's* field office;
 - viii. Deposits lost;
 - ix. The amounts of all subcontracts;
 - x. *Quality* assurance such as independent inspection and testing services;
 - xi. Charges levied by authorities having jurisdiction at the Place of the *Work*;
 - xii. Royalties, patent license fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Client* as provided in paragraph 10.3.1 of GC 10.3 PATENT FEES;
 - xiii. Any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - xiv. Any adjustment in taxes, other than Value Added Taxes, and duties for which the *Contractor* is liable;
 - xv. Charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - xvi. Removal and disposal of waste products and debris; and
 - xvii. Safety measures and requirements.
8. Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the

part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.

9. The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall *Provide* the *Client* with copies thereof when requested.
10. For the purpose of valuing *Change Directives*, the *Client* shall be afforded reasonable *Access* to all the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
11. Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in the progress payments.
12. If the *Client* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Client* for determination.
13. When the *Client* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.
14. For greater certainty, it shall be known herein, that any amounts stipulated herein, in the *Contract Documents*, or *Change Directives* or *Cash Allowances*, either by stated price or hourly rate, that HST will be added to those amounts stipulated unless otherwise, already stipulated.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

1. If the *Client* or the *Contractor* discover conditions at the *Place of the Work* which are:
 - i. Subsurface or otherwise concealed or unreasonably unobservable physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
 - ii. Physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character provided for in the *Contract Documents*,
then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
2. The *Client* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Client*, with the *Client's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
3. If the *Client* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Client* will report the reasons for this finding to the *Client* and the *Contractor* in writing.
4. If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts, and fossils, or mold, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

1. If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Client*, 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 *Client* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Client* at the *Contractor's* hourly rate of \$120.00 per hour per worker as the result of such delay.
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 any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Client* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Client* at the *Contractor's* hourly rate of \$120.00 per hour per worker as the result of such delay.
3. If the *Contractor* is delayed in the performance of the *Work* by:
 - i. Labour disputes, strikes, lockouts (including lockouts 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),
 - ii. Fire, unusual delay by common carriers, or unavoidable casualties,
 - iii. Abnormally *Adverse Weather* conditions, or
 - iv. Any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,

then the *Contract Time* shall be extended for such reasonable time as the *Client* may recommend in consultation with the Contractor. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for cost incurred by such *Delays* unless such *Delays* result from actions by the *Client*, or anyone employed or engaged by them directly or indirectly, and due and payable then to the *Contractor* at the Contractor's hourly rate of \$120.00 per hour per worker.

4. No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Client* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.

GC 6.6 CLAIMS FOR A CHANGE IN THE CONTRACT PRICE

1. If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Client* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party.
2. Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
 - i. Take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - ii. Keep such records as may be necessary to support the claim.
3. The party making the claim shall submit within a reasonable time a detailed account of the amount claimed and the grounds upon which the claim is based.
4. Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Client* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
5. The *Client's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to the *Contractor* within 20 *Working Days* after receipt of the claim by the *Client*, or within such other time period as may be agreed by the parties.
6. If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 CLIENT'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

1. If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the Contractor's insolvency, or if a receiver is appointed because of the Contractor's insolvency, the *Client* may, without prejudice to any other right or remedy the *Client* may have, terminate the Contractor's right to continue with the Work, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
2. If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Client* has given a written statement to the *Contractor* that sufficient cause exists to justify such action, the *Client* may, without prejudice to any other right or remedy the *Client* may have, give the *Contractor* *Notice in Writing* that the *Contractor* is in default of the Contractor's contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
3. If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Client's* instructions if the Contractor:
 - i. Commences the correction of the default within the specified time, and
 - ii. Provides the *Client* with an acceptable schedule for such correction, and
 - iii. Corrects the default in accordance with the *Contract* terms and with such schedule.
4. If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Client* may have, the *Client* may:

- i. Correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Client* has certified such cost to the *Contractor*, or
 - ii. Terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
5. If the *Client* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Client* shall be entitled to:
 - i. Take possession of the *Work* and *Products* at the *Place of the Work*, subject to the rights of third parties, finish the *Work* by whatever method the *Client* may consider expedient, but without undue delay or expense, and
 - ii. Withhold further payment to the *Contractor* until a final certificate for payment is issued, and
 - iii. Charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Client*, including compensation to the *Client* for the *Client's* additional services and a reasonable allowance as determined by the *Client* to cover the cost of corrections to *Work* performed by the *Contractor* that may be required under GC 12.3 – WARRANTY, exceeds the unpaid balance of the *Contract Price*, the *Client* shall pay the *Contractor* the difference, and
 - iv. On expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's Work* under GC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
6. The *Contractor's* obligation under the *Contract* as to *Quality*, correction and warranty of the *Work* performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

1. If the *Client* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Client's* insolvency, or if a receiver is appointed because of the *Client's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Client* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
2. If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of 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 of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Client Notice in Writing* to that effect.
3. The *Contractor* may give *Notice in Writing* to the *Client*, that the *Client* is in default of the *Client's* contractual obligations if:
 - i. The *Client* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Client's* obligations under the *Contract*, or
 - ii. The *Client* fails to issue a certificate as provided in GC 5.3 – PROGRESS PAYMENT, or
 - iii. The *Client* fails to pay the *Contractor* when due the amounts certified by the *Client* or awarded by arbitration or court, or
 - iv. The *Client* violates the requirements of the *Contract* to a substantial degree, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE CLIENT, and sufficient cause exists.
4. The *Contractor's Notice in Writing* to the *Client* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
5. If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all *Work* performed including reasonable profit, for loss sustained upon *Products* and *Equipment*, *Delays* in the *Work* as a result of the *Clients* actions, inactions, errors and omissions and such other damages or losses as the *Contractor* may have sustained as a result of the termination of the *Contract*.

GC 8.1 NEGOTIATION, MEDIATION AND ARBITRATION

1. In accordance with the most recent Rules for Mediation of Construction Disputes in effect at the time of the signing of the Agreement, the parties shall appoint a *Project Mediator*
 - i. Within 20 *Working Days* after the *Contract* was awarded, or
 - ii. If the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the *Project Mediator* be appointed.

2. A party shall be conclusively deemed to have accepted a finding of the *Project Mediator* under and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Client*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
3. The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
4. After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the *Project Mediator* to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the most recent Rules of Mediation of Construction Disputes in effect at the time of the signing of the Agreement.
5. If the dispute has not been resolved within 10 *Working Days* after the *Project Mediator* was requested under paragraph 8.2.2 or within such further period agreed by the parties, the *Project Mediator* shall terminate the mediated negotiations by giving *Notice in Writing* to the *Client* and the Contractor.
6. By giving *Notice in Writing* to the *Client* and the Contractor, not later than 10 *Working Days* after the date of termination of the mediated negotiations, either party may refer the dispute to be finally resolved by arbitration under the most recent Rules of Arbitration of Construction Disputes in effect at the time of the signing of the Agreement. The arbitration shall be conducted in the jurisdiction of the Place of the Work.
7. On expiration of the 10 *Working Days*, the arbitration agreement is not binding on the parties and, if a *Notice in Writing* is not given within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
8. If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration, requires that a dispute be arbitrated immediately, all disputes referred to arbitration shall be:
 - i. Held in abeyance until
 - a) Substantial Performance of the Work,
 - b) The *Contract* has been terminated, or
 - c) The *Contractor* has abandoned the Work,
 Whichever is earlier and
 - ii. Consolidated into a single arbitration under the rules governing the arbitration in the most recent Rule of Arbitration of Construction Disputes.

GC 8.2 RETENTION OF RIGHTS

1. It is agreed that no act by either party shall be construed as a denunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION.
2. Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2. – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

1. The *Contractor* shall protect the *Work* and the *Client's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the Contractor's operations under the Contract, and shall be responsible for such damage, except damage which occurs as the result of:
 - i. Errors in the *Contract Documents*;
 - ii. Acts or omissions by the *Client*, other contractors, their agents and employees.

2. Before commencing any work, the *Contractor* shall determine the location of all roof anchor safety systems and anchors indicated in the *Contract Documents* or that are reasonably apparent in a mandatory annual inspection at the Place of the Work.
3. Should the *Contractor* in the performance of the *Contract* damage the Work, the *Client's* property or property adjacent to the Place of the Work, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
4. Should damage occur to the *Work* or *Client's* property for which the *Contractor* is not responsible, the *Client* shall make good such damage to the *Work* and, if the *Contractor* so directs, to the *Client's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in the *Contract Documents*.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

1. For the purposes of applicable legislation related to toxic and hazardous substances, the *Client* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
2. Prior to the *Contractor* commencing the Work, the *Client* shall,
 - i. Take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work* or will be present during the duration of the Work, and
 - ii. Provide the *Contractor* with a written list of any such substances that are known to exist and their locations.
3. The *Client* shall take all reasonable steps to ensure that no persons' exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work* or at any other time for the duration of the Work..
4. Unless the *Contract* expressly provides otherwise, the *Client* shall be responsible for taking all necessary steps, in accordance with applicable legislation at the Place of the Work, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work* or at any other time for the duration of the Work.
5. If the *Contractor*
 - i. Encounters toxic or hazardous substances at the Place of the Work, or
 - ii. Has reasonable grounds to believe that toxic or hazardous substances are present at the Place of the Work, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, and which were not disclosed by the *Client* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - iii. Take all reasonable steps, including stopping the Work, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the Place of the Work, and
 - iv. Immediately report the circumstances to the *Client* in writing.
6. If the *Client* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Client* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Client* and the *Contractor*.
7. If the *Client* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Client* shall promptly at the *Client's* own expense:
 - i. Take all steps as required under paragraph 9.2.4;
 - ii. Reimburse the *Contractor* for the costs of all steps taken pursuant to GC 6.5 – DELAYS;
 - iii. Extend the *Contract Time* for such reasonable time as the *Client* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - iv. Indemnify the *Contractor* as required by GC 12.1 – INDEMNIFICATION.
8. If the *Client* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:

- i. Take all necessary steps, in accordance with applicable legislation in force at the Place of the Work, to safely remove and dispose the toxic or hazardous substances;
 - ii. Make good any damage to the Work, the *Client's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3;
 - iii. Reimburse the *Client* for reasonable costs incurred under paragraph 9.2.6; and
 - iv. Indemnify the *Client* as required by GC 12.1 – INDEMNIFICATION.
9. If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

1. Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place of the Work* shall, as between the *Client* and the Contractor, be deemed to be the absolute property of the *Client*.
2. The Contractor shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1 and shall advise the *Client* upon discovery of such items.
3. The *Client* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the Contractor's cost or time to perform the *Work*, the *Client*, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

1. Subject to paragraph 3.2.2.ii of GC 3.2 – CONSTRUCTION BY CLIENT OR OTHER CONTRACTORS, 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 health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

GC 9.5 MOLD

1. If the Contractor or *Client* observes or reasonably suspects the presence of mold at the Place of the Work, the remediation of which is not expressly part of the *Work*,
 - i. The observing party shall promptly report the circumstances to the other party in writing, and
 - ii. The Contractor shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mold, and
 - iii. If the *Client* and Contractor do not agree on the existence, significance or cause of the mold or as to what steps need be taken to deal with it, the *Client* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Client* and Contractor.
2. If the *Client* and Contractor agree, or if the expert referred to in paragraph 9.5.1.iii, determines that the presence of mold was caused by the Contractor's operations under the Contract, the Contractor shall promptly, at the Contractor's own expense:
 - i. Take all reasonable and necessary steps to safely remediate or dispose of the mold, and
 - ii. Make good any damage to the *Work*, the *Client's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY, and
 - iii. Reimburse the *Client* for reasonable costs incurred under paragraph 9.5.1.iii, and
 - iv. Indemnify the *Client* as required by GC 12.1 – INDEMNIFICATION.
3. If the *Client* and Contractor agree, or if the expert referred to in paragraph 9.5.1.iii, determines that the presence of mold was not caused by the Contractor's operations under the Contract, the *Client* shall promptly, at the *Client's* own expense:
 - i. Take all reasonable and necessary steps to safely remediate or dispose of the mold, and

- ii. Reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.ii, and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY, and
 - iii. Extend the *Contract Time* for such reasonable time as the *Client* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.iii, and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and at the *Contractor's* hourly rate stipulated in the *Contract Documents*, and;
 - iv. Indemnify the *Contractor* as required by GC 12.1 – INDEMNIFICATION.
4. If either party does not accept the expert's finding under paragraph 9.5.1.iii, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

1. The *Contract Price* shall include all taxes and customs duties in effect at the time of the signing of the Agreement, except for *Value Added Taxes* payable by the *Client* to the *Contractor* as stipulated in Article A-4 of the Agreement – CONTRACT PRICE.
2. Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the signing of the Agreement, shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS AND FEES

1. The laws of the *Place of the Work* shall govern the Work.
2. The *Client* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees for which the *Contract Documents* specify as the responsibility of the *Contractor*.
3. The *Contractor* shall comply with the laws, ordinances, rules, regulations, or codes 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.
4. The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the Work. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of the signing of the Agreement, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Client* in writing requesting direction immediately upon such variance or change becoming known. The *Client* will make the changes required to the *Contract Documents* as provided in GC 6.1 – CLIENT'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
5. If the *Contractor* fails to advise the *Client* in writing; and fails to obtain direction as required in paragraph 10.2.4 as a result of failure to advise; and performs *Work* knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damage attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
6. If, subsequent to the time of the signing of the Agreement, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the Work, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

1. The *Contractor* shall pay the royalties and patent license fees required for the performance of the Contract. The *Contractor* shall hold the *Client* 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 the *Contractor* may be liable.
2. The *Client* 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, drawing or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

GC 10.4 WORKERS' COMPENSATION

1. Prior to commencing the Work, again with the Contractor's application for payment amount following *Substantial Performance of the Work* and again with the Contractor's application for final payment, the *Contractor* shall *Provide* evidence of compliance with workers' compensation legislation at the Place of the Work, including payments due thereunder.
2. At any time during the term of the Contract, when requested by the *Client*, the *Contractor* shall *Provide* such evidence of compliance by the *Contractor* and Subcontractors.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

1. Without restricting the generality of GC 12.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages:
 - i. General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Client* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the Work. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of Substantial Performance of the Work, as set out in the certificate of Substantial Performance of the Work, on an ongoing basis for a period of 6 years following Substantial Performance of the Work.
 - ii. Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of Substantial Performance of the Work.
 - iii. Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the Work.
 - iv. "Broad form" property insurance in the joint names of the *Contractor* and the *Client*. The policy shall include as insureds all Subcontractors. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - a) 10 calendar days after the date of Substantial Performance of the Work;
 - b) On the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office banking, convenience store under 465 square meters in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the Work;
 - c) When left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 - v. Machinery insurance in the joint names of the *Contractor* and the *Client*. The policy shall include as insureds as Subcontractors. The coverage shall be maintained continuously from commencement of use or operation of the machinery until 10 calendar days after the date of Substantial Performance of the Work.
 - vi. The "Broad form" property and machinery policies shall *Provide* that, in the case of a loss or damage payment shall be made to the *Client* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
 - a) The *Contractor* shall act on behalf of the *Client* 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 *Client* may recommend in consultation with the Contractor.
 - b) The *Contractor* shall be entitled to receive from the *Client*, in addition to the amount due under the Contract, the amount which the *Client's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. 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; and
 - c) To the *Work* arising from the *Work* of the *Client*, the *Client's* own forces or another contractor, the *Client* shall, in accordance with the *Client's* obligations under the provisions relating to the construction by the *Client* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

- vii. Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of Substantial Performance of the *Work*.
2. Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly *Provide* the *Client* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
 3. The parties shall pay their share of the deductible amounts in direct proportion to their responsibility regarding any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
 4. If the *Contractor* fails to *Provide* or maintain insurance as required by the *Contract Documents*, then the *Client* shall have the right to *Provide* and maintain such insurance and give evidence to the *Contractor*. The *Contractor* shall pay the cost thereof to the *Client* on demand or the *Client* may deduct the cost from the amount which is due or may become due to the *Contractor*.
 5. All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

GC 11.2 CONTRACT SECURITY

1. The *Contractor* shall, prior to commencement of the *Work* or within the specified time, *Provide* to the *Client* any *Contract* security specified in the *Contract Documents*.
2. If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

1. Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Client* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
 - i. Caused by:
 - a) The negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
 - b) A failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
 - ii. Made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.ii, of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnify for claims other than those provided for in this *Contract*.

2. The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
 - i. In respect to losses suffered by the *Client* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as in effect at the time of the signing of the *Agreement*.
 - ii. In respect to losses suffered by the *Client* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
 - iii. In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2. i and 12.1.2.ii shall apply.

3. The obligation of either party to indemnify as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.
4. The *Client* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
5. The *Client* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
 - i. As described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
 - ii. Arising out of the Contractor’s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of the Work.
6. In respect to any claim for indemnity or to be held harmless by the *Client* or the Contractor;
 - i. *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
 - ii. Should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgement or award made against the party entitled by this *Contract* to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.2 WAIVER OF CLAIMS

1. Subject to any lien legislation applicable to the Place of the Work, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the Place of the Work, the *Contractor* waives and releases the *Client* from all claims which the *Contractor* has or reasonably ought to have knowledge of, that could be advanced by the *Contractor* against the *Client* arising from the Contractor’s involvement in the Work, including, without limitation, those arising from negligence or breach of *Contract* in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of Substantial Performance of the Work, except as follows:
 - i. Claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Client* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the Place of the Work.
 - ii. Indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Client* pursuant to the provisions of this Contract;
 - iii. Claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
 - iv. Claims resulting from acts or omissions which occur after the date of Substantial Performance of the Work.
2. The *Contractor* waives and releases the *Client* from all claims referenced in paragraph 12.2.1.iv, except for those referred in paragraphs 12.2.1.ii and 12.2.1.iii, and claims for which *Notice in Writing* of claim has been received by the *Client* from the *Contractor* within 395 calendar days following the date of Substantial Performance of the Work.
3. Subject to any lien legislation applicable to the Place of the Work, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the Place of the Work, the *Client* waives and releases the *Contractor* from all claims which the *Client* has or reasonably ought to have knowledge of that could be advanced by the *Client* against the *Contractor* arising from the *Client*’s involvement in the Work, including, without limitation, those arising from negligence or breach of *Contract* in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of Substantial Performance of the Work, except as follows:
 - i. Claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Client* not later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the Place of the Work;
 - ii. Indemnification for claims advanced against the *Client* by third parties for which a right of indemnification may be asserted by the *Client* against the *Contractor* pursuant to the provisions of this Contract;
 - iii. Claims for which a right of indemnity could be asserted by the *Client* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 – INDEMNIFICATION;

- iv. Damages arising from the Contractor's actions which result in substantial defects or deficiencies in the Work. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*.
 - v. Claims arising pursuant to GC 12.3 – WARRANTY; and
 - vi. Claims arising from acts or omissions which occur after the date of Substantial Performance of the Work.
4. The *Client* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.iv, except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Client* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- i. Any limitation statute of the Province or Territory of the *Place of the Work*; or
 - ii. If the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
5. The *Client* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.vi, except for those referred in paragraph 12.2.3.ii, 12.2.3.iii, and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Clients* within 395 calendar days following the date of Substantial Performance of the Work.
6. "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- i. A clear and unequivocal statement of the intention to claim;
 - ii. A statement as to the nature of the claim and the grounds upon which the claim is based; and
 - iii. A statement of the estimated quantum of the claim.
7. The party giving "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
8. Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
9. If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.i, is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.i, shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
10. If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.i, is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.i, shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

- 1. Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of Substantial Performance of the Work.
- 2. The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 3. The *Client* shall promptly give the *Contractor* *Notice in Writing* of observed defects and deficiencies which occur during the one-year warranty period.
- 4. Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the Contractor's expense, defects or deficiencies in the *Work* which appear prior to and during the one-year warranty period.
- 5. The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

6. Any extended warranties required beyond the one-year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Client*. The Contractor's responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligation under such extended warranties are solely the responsibilities of the warrantor.

END OF THE GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

A. Access

Any path, area, space, location, doorway, roof hatch, *Window*, or any other place where the *Contractor* needs to be, enter, pass through, or go to perform the *Work* anywhere at the Place of the Work.

B. Accessible

Windows, Glass and doors or any other part, area, material or structure forming part of the *Work* which is ordinarily *Accessible* to tenants, residents, occupants, owners, renters or guests thereof and which term shall be understood as the context permits.

C. Adverse Weather

Any environmental condition preventing or negatively impacting the performance of the *Work*.

D. Backer Rod

Typically a cylindrical polypropylene tubing inserted in the gap between the outer perimeter of the *Window* or door and the building structure for the purpose of having a material for which to apply the *Caulking* against and prevent excess *Caulking* from flowing into the gap and a smooth level surface to run a straight bead.

E. Balcony Glass

Glass sheets assembled to form a railing and a barrier typically located along the perimeter of a balcony or terrace.

F. Caulking

A *Sealant* applied typically over *Backer Rod* to form an airtight seal between the outer perimeter of the *Window* or door frame and the building structure.

G. Delays

Any state or condition which obstructs or prevents the *Contractor* from performing the *Work* where time is affected causing the *Work* to take longer than reasonably anticipated or expected.

H. Exterior Partition Glass or Window Surfaces

Where the *Glass* or *Window* surface is outside a building or enclosure and where both sides are exposed to outside environmental conditions, where a worker can touch the surface and where the worker can see through the *Glass* of the *Window* to the opposite side.

I. Exterior Perimeter Glass or Window Surface

The most exterior portion of the *Glass* or *Window* immediately exposed to outside environmental conditions, where a worker can touch the surface and where the worker can see through the *Glass* of the *Window* to the interior area not exposed to outside environmental conditions.

J. Glass

Glass includes smooth transparent or semi-transparent tempered *Glass*.

K. Inaccessible

Windows, Glass, and doors or any other part, area, material or structure forming part of the *Work*, which is not ordinarily *Accessible* to tenants, residents, occupants, owners, renters, or guests thereof and which term shall be understood as the context permits.

L. Interior Partition Glass or Window Surfaces

Where the *Glass* or *Window* surface is inside a building or enclosure and where both sides are exposed to the same environmental conditions, where the worker can touch the surface and where the worker can see through the *Glass* of the *Window* to the opposite side.

M. Interior Perimeter Glass or Window Surface

Any interior portion of the *Glass* or *Window* which is not exposed to outside environmental conditions, where a worker can touch the surface and where the worker can see through the *Glass* of the *Window* to the exterior area which is exposed to outside environmental conditions.

N. Obstruction

Any object, thing, person, or condition which *Delays* or prevents the *Work* from being performed.

O. Quality

The result of the skilled performance and execution of the *Work* where the objective of the *Work* has been successfully and reasonably achieved.

P. Sealant

Typically, a butyl tape used in the construction of *Windows* to seal and join the *Glass* to the *Window* or door frame.

Q. Slider Window

Any *Window* that can slide along a track system for the purpose of allowing air to travel from outside to inside and inside to outside.

R. Window

Window includes components comprised of transparent or semi-transparent *Glass*, metal frames, ledges, and Sealants.

S. Window Screen

Metal or vinyl mesh material typically found on the outer most portion of the *Slider Window*.

END OF DEFINITIONS PART 2

SPECIFIC CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 SPECIFIC PROVISIONS

SC 1.1 SPECIFIC CONDITIONS

1. The Specific Conditions herein refer only to the specific and various types of *Window* cleaning operations as forming the *Work* identified by the *Contract Documents* and does not refer to any other building maintenance services.
2. The various and different types of *Window* cleaning operations include standard *Window* cleaning, construction *Window* cleaning, chemical *Window* cleaning, historical structure *Window* cleaning, specialty *Window* cleaning, acid washing, *Glass* block cleaning, and stained-glass cleaning.
3. The Specific Conditions are an addition too and not a substitute of the General Conditions and where a discrepancy may arise between the Specific Conditions and the General Conditions, the Specific Conditions shall prevail.

SC 1.2 DOCUMENTS

1. The intent of the *Contract Documents* is to include the labour, Products, services, supplies, tools, ladders, hydraulic *Access* lifts and boatswains chair suspension equipment necessary for the performance of the *Work* by the *Contractor* in accordance with these documents and payment by the *Client* in accordance with these documents by the *Client* for such work. It is not intended, however, that the *Contractor* shall supply Products or perform *Work* not consistent with, not covered by, or not properly inferable from the *Contract Documents*.

PART 2 ADMINISTRATION OF THE CONTRACT

SC 2.1 REVIEW AND INSPECTION OF THE WORK

1. The *Contractor* shall review and inspect the *Work* as required each day where *Work* is performed.
2. The *Client* shall cause the roof anchor safety system and roof anchors to be inspected annually by a competent person or company skilled in the inspection of roof anchor safety systems and roof anchors.
3. The *Client* shall always keep and maintain a complete *Window* cleaning logbook at the *Place of the Work* and make the *Window* cleaning logbook available and *Accessible* to the *Contractor* during the performance of the *Work*.
4. The *Client* shall post the engineer's *Drawings* at the closest entrance to the roof *Access* point. The engineer's drawing shall be reasonably legible and current and up to date.
5. The *Contractor* shall review and inspect the *Window* cleaning logbook and the engineer's drawing prior to the commencement of the *Work* and at any time thereafter as the *Contractor* requests and requires.
6. The *Window* cleaning logbook and the engineer's *Drawings* are the sole property of the *client*.

PART 3 EXECUTION OF THE WORK

SC 3.1 WORK BY CLIENT OR OTHER CONTRACTORS

1. When separate contracts are awarded for other parts of the *Project* and where the *Client's* own forces or other contractors are performing the same or other *Work* at the *Place of the Work* at the same time as the *Contractor*, the *Contractor's Work* shall be maintained as the higher priority with the exception of emergency or essential services work.
2. The *Client* shall ensure that the *Contractor's Work* always remains continuous and unimpeded while the *Contractor* is performing the work.

SC 3.2 TEMPORARY PUBLIC PROTECTION BARRIERS

1. The *Contractor* shall always engage the use public protection barriers whether *Work* is being performed on not.
2. The *Contractor* shall use, at his discretion, as public protection barriers, caution tape, danger tape, signages, and pylons.
3. Where other additional public protection barrier equipment or devices are required, at the sole discretion of the *Contractor*, the *Client* shall pay for any additional costs related to such requirements.
4. The *Contractor* shall establish and secure any and all areas of the *Work* where a reasonable risk to the health and safety of the public exists, by the use and erection of temporary public protection barriers.

5. Areas where it is not possible or practical to use temporary public protection barriers, including, but not limited to balconies, terraces, amenities, facilities, vehicle entrances, and pedestrian entrances, then these areas shall be considered closed to the public and the *Client* shall be responsible to advise the public as to the closure.
6. Where it is not possible or practical to use temporary public protection barriers at or near vehicle entrances and pedestrian entrances, the *Contractor* shall employ one worker to direct vehicle and pedestrian traffic away from any area which may reasonably pose a risk to the health and safety of the public.
7. Temporary public protection barriers shall remain in place and not removed by the Contractor, the *Client* or any other person until there is no reasonable risk to the health and safety of the public.
8. The *Contractor* is solely responsible for the erection, placement and movement of all temporary public protection barriers. At no time shall any other person, other than the Contractor, remove, move, adjust, or cause the temporary public protection barriers to be displaced in any way.
9. If the temporary public protection barriers need to be moved in any way and for any reason, the *Client* shall give the Contractor, 2 days written notice except where emergency and essential services are required.
10. The *Client* shall be responsible and pay for any additional labour or temporary public protection barriers, equipment or devices which are not herein identified.
11. If additional or other temporary public protection barriers are required, the *Contractor* shall advise the *Client* promptly in writing detailing what additional or other requirements are needed.
12. Temporary public protection barriers which are moved by any person other than the Contractor, shall constitute a delay in the Work.
13. Where inclement weather may cause the movement of temporary public protection barriers, the *Client* shall promptly notify the *Contractor* in writing and the *Contractor* shall act promptly to remedy any cause due to inclement weather and re-establish the temporary public protection barriers to mitigate any issues of public safety.

SC 3.3 CONSTRUCTION/WORK SCHEDULE

1. The *Contractor* shall schedule the *Work* on the same calendar day, each year of the Contract. If the start date falls on a Sunday or statutory holiday, the start date will be the next working day. If, due to inclement weather, the *Contractor* is unable to start the *Work* on the scheduled start date, the *Work* will commence on the next *Workday* where the weather is favorable and where it is not a Sunday or statutory holiday.
2. The *Contractor* shall send a notice to the *Client*, at least one week before the start date, reminding the *Client* of the scheduled *Work* commencement.
3. Where a scheduled start date is not favorable to the *Client*, the *Client* shall give the Contractor, 90 days prior written notice and pay to the Contractor, a \$120.00 rescheduling fee but whereupon the *Contract* may accept or reject such other date. Upon receipt of the rescheduling fee, the *Contractor* may or may not reschedule the *Work* for the Contractor's next available date of opportunity and before December 1st of the same calendar year.
4. The *Contractor* shall perform one cleaning for each calendar year, for each year of the *Contract* unless otherwise specified herein in the *Contract Documents*.
5. The *Contractor* shall perform the *Work* between the hours of 8:00am and 6:00pm, Monday to Friday, and 9:00am to 5:00pm on Saturdays, unless both the *Contractor* and *Client* agree otherwise in writing. The *Contractor* shall not perform the *Work* on Sundays and statutory holidays unless expressly permitted by the *Client* in writing, except *Work* which must be performed in the interest of health, safety and the protection of the *Work* or the protection of the Place of the Work.
6. All *Work* performed by the *Contractor* is subject to progress payments as stipulated in the General Conditions for any *Work* that exceeds in length of 28 calendar days. The *Contractor* has sole discretion to waive progress payments in favor of one final payment.

SC 3.4 SUPERVISION

1. The Contractor's supervisor shall be in attendance at the *Place of the Work* as per the Ontario Regulations 859, *Window Cleaning*.
2. Where a conflict may exist between the Occupational Health and Safety Act and the Ontario Regulation 859, *Window Cleaning*, the Ontario Regulation 859, *Window Cleaning* shall prevail and where the *Contractor* shall perform the *Work* of *Window cleaning* in compliance with either Act or Regulation.

SC 3.5 EQUIPMENT

1. The Contractor, solely and at his own expense, shall decide, employ, use and engage his own equipment or any rental equipment necessary in the performance of the Work.

2. This equipment shall be limited too, boatswains chair suspension equipment, fall arrest or fall restraint equipment, ladders, hydraulic *Access* lifts, also known as boom lifts and scissor lifts, and public protection barriers. Any other equipment or specialty equipment will be the sole responsibility of the *Client* and the cost thereof.
3. The *Contractor* shall secure any primary and secondary suspension lines at the conclusion of the *Work* for each day of the *Work*. The *Contractor* shall lower and secure all ladders at the conclusion of the *Work* for each day of the *Work*. The *Contractor* shall turn off, safely stow and remove the key from any hydraulic *Access* lift at the conclusion of the *Work* for each day of the *Work*.
4. The *Contractor* shall use only certified and approved equipment in the performance of the *Work*. Such certifications and approvals shall be governed by the laws, ordinance, regulations and codes of the *Place of the Work*.
5. The *Client* shall ensure and take every precaution to prohibit any person from approaching and coming into contact with the *Contractor's* equipment, including the *Client's* own forces and other contractors.
6. At no time, shall the *Client* allow any person, including the *Client's* own forces and other contractors, to move or touch in any way, the *Contractors* equipment.
7. The *Client* shall not permit any welding, burning, cutting, and chemicals to occur or be near the *Contractor's* equipment within a 7-meter radius measured at any point of the *Contractor's* equipment.

SC 3.6 DOCUMENTS AT THE PLACE OF THE WORK

1. The *Client* shall always keep and maintain a complete *Window* cleaning logbook at the *Place of the Work* and the complete *Window* cleaning logbook shall be made available to the *Contractor* at any time during the performance of the *Work*.
2. The *Client* shall keep and maintain an engineer's roof anchor safety system drawing at the closest entrance to the roof. The engineer's roof anchor safety system drawing shall be kept current, dated, stamped and signed by an engineer.
3. Both the *Client* and the *Contractor* shall always keep and maintain a copy of this *Contract* at the *Place of the Work* where the *Work* is being performed.

PART 4 PAYMENT

SC 4.1 FINAL PAYMENT

1. Where the *Work* exceeds 28 calendar days, the General Conditions relating to progress payments shall prevail unless the *Contractor* expressly waives his rights thereunder.
2. Where the *Work* does not exceed 28 calendar days or where the *Contractor* has expressly waived his right to progress payments, the *Client* shall make full payment to the *Contractor*, not later than 30 days from the date of the *Contractors* invoice.
3. Any and all payments by the *Client*, made to the *Contractor* shall include all applicable taxes indicated on the *Contractor's* invoice.
4. The *Contractor* shall promptly *Provide* to the *Client*, upon completion of the work, the *Contractor's* invoice, indicating the *Work* that was performed, the cost of the *Work* including applicable taxes, addressed to the *Client* and dated, but not dated before the completion of the work.
5. The *Contractor* shall *Provide* to the *Client*, one invoice representing the whole of the *Work*. Additional copies of the same invoice may be requested by the *Client*.
6. The *Contractor* shall deliver the invoice to the *Client* by common postal carrier, express courier, email or hand delivered.

SC 4.2 WITHHOLDING OF PAYMENT

1. *Work* performed by the *Contractor* for which the *Contractor* has sent or delivered an invoice to the *Client*, shall not be delayed or withheld by the *Client*. In the event of a postal strike, or any other labour dispute or other condition affecting the delivery of payment to the *Contractor*, the *Client* shall email the *Contractor* and allow the *Contractor* to pick up the payment from the *Client* or any other place where the payment may be or seek an alternative means of delivery of the payment to the *Contractor*.

PART 5 CHANGES IN THE WORK

SC 5.1 CONCEALED OR UNKNOWN CONDITIONS

1. If the *Contractor* observes or becomes aware of broken *Glass* or a defect in the components comprising the *Window* or door, before or during the work, the *Contractor* shall advise the *Client* promptly.

2. The *Contractor* is not responsible to perform *Work* to, at or near, or in any vertical line of descent thereto or adjacent to the broken *Glass* or a *Window* where a defect in the components making up the *Window* exist. For the purposes of this Contract, those *Windows* herein indicated shall be removed from the obligations and responsibilities of the *Contractor*.
3. Where the *Work* is significantly reduced due to a failure in the *Glass* or a defect in the components comprising the *Window* or door, the *Contractor* shall reduce the amount of any invoice to the *Client* in an amount representing the reduction of the *Work*.
4. Where excessive dirt and debris have accumulated on the *Glass* and/or *Windows* due to the length of time between regular cleanings, nearby construction work, or any other condition, the *Contractor* shall advise the *Client* promptly and adjust his costs in an amount representing the additional *Work* required.
5. Where dirt and debris are removed from the *Glass* and/or *Windows* and other foreign debris such as tape, stickers, cement, stucco, paint, *Caulking* or other material not accounted for in the *Contract Documents*, or accounted for but not to such an extent as to cause the *Contractor* a reasonable loss of time, the *Contractor* shall advise the *Client* promptly and adjust his costs in an amount representing the additional *Work* required.
6. Where conditions may arise in paragraph 5.1.4 and 5.1.5, the *Contractor* and *Client* may agree and pay to the *Contractor*, the hourly rate of \$120.00 per hour per worker in substitute of any adjustment in the *Contractor's* final invoice. The hourly rate shall apply to only those areas where the conditions referred to in paragraph 5.1.4 and 5.1.5 exist. The *Contractor* shall include in such invoice additional costs for equipment, rentals, and materials required. This is commonly referred to as; time and materials, or T & M billing. T & M billing shall be separate from the final billing or any progress payment billing and shall also become due and payable to the *Contractor*, not later than 30 calendar days from the date of the *Contractors* invoice.
7. The *Contractor* is not responsible for excessive dirt and debris as determined by the *Contractor* as being excessive under reasonable conditions and circumstances.
8. Where insufficient, inadequate or unsafe conditions or roof anchors or roof anchor systems exist, the *Contractor* is not responsible to perform *Work*. The *Contractor* is only responsible to perform *Work* where there are sufficient, adequate and safe anchorage systems installed and certified by an engineer and where there exists a current and unexpired annual roof anchor safety inspection.
9. The *Contractor* is not responsible for *Work* where *Access* to the roof anchors and/or roof anchoring system is obstructed and where the *Client* has not provided reasonable *Access* to the roof anchors and/or roof anchoring system.
10. The *Contractor* is responsible to perform *Work* only where it is safe to do so in the *Contractor's* opinion and where the *Regulations* will permit.
11. The *Contractor* is not responsible to perform *Work* at, near or where there is a hazard to the worker, other workers, other people or living things, where a hazard may be due to animals, pests, rodents, bees, wasps, or any other such living creatures.

SC 5.2 DELAYS

1. The *Client* shall be responsible and shall avoid delaying the *Contractor* by providing and supplying the *Contractor* with keys, cards and fobs necessary for the *Contractor* to *Access* every part of the *Place of the Work* where the *Contractor* is required to perform the *Work*.
2. The *Client* shall *Provide* sufficient numbers of keys, cards and fobs representing at least one set for each of the *Contractors* workers and the *Contractor* to a maximum of 6 complete sets.
3. Where the *Contractors* workers and the *Contractor* are not provided or supplied with enough keys, cards, and fobs, this may constitute a delay in the *Work* where such delay shall be billed by the *Contractor* at the *Contractor's* hourly rate at the discretion of the *Contractor*. The *Contractor* further reserves the right to refuse the *Work* or continue with the *Work* in the absence of enough keys, cards and fobs.
4. The *Client* is solely responsible to *Provide Access* to the *Contractor* and the *Contractors* workers at all times during the *Work*, at the *Place of the Work*, and where the *Contractor* and the *Contractors* workers are required to *Access* areas of the *Place of the Work* to perform the *Work*.
5. The *Client* shall reimburse the *Contractor* for any *Delays*, however caused where such delay could have been reasonably avoided other than *Delays* caused by inclement weather, accidents, fire, or acts of a criminal nature and conditions referred to in the *General Conditions*.

PART 6 ADDITIONAL AND FURTHER TERMS

SC 6.1 DETAILS

1. The *Contractor* is not responsible to perform *Work* to any material or area where material is damaged or broken in any way unless the *Contract Documents* specifically require such *Work* to be performed.
2. All cleanings are of a general nature to remove common dust, dirt, pollution, and naturally occurring environmental deposits, unless otherwise specified.

3. All *Window* cleaning shall be confined only to the *Glass* portion of the *Window* and the *Work* shall be performed only by the Contractor, and his subcontractors and employees and only to the exterior perimeter *Glass* unless otherwise specified.
4. The *Client* is always responsible to *Provide Access* for the *Contractor* to all areas of the *Work* during the *Work*.
5. The *Contractor* is not responsible to move *Obstructions* which prevent, prohibit or impede the *Work*. Any and all *Obstructions* shall be the sole responsibility of the *Client* and the *Client* shall inspect and prevent any *Obstructions* to the *Work* prior to the scheduled start date.
6. Balconies, terraces, facilities, common areas and the like are to be considered closed to all persons except essential services personnel and emergency personnel while suspension *Work* is being performed anywhere within a 20-meter radius measured at any point of the suspension equipment.
7. Any *Work* that remains obstructed at the time when the *Contractor* is prepared to perform the *Work* shall not be completed by the *Contractor* but instead, shall be deemed and considered to be satisfactorily completed, including any *Work* in any vertical line of descent where suspension equipment is employed.
8. The *Quality* of the *Work* is determined solely by the Contractor. In the event of a disagreement between the *Client* and the Contractor, the General Conditions shall apply.
9. The *Client* shall ensure and is solely responsible for unreasonable *Delays* in the *Work*.
10. The *Contractor* shall clean all *Glass* surfaces within 10 millimeters of the *Sealant* or where the *Glass* meets the *Window* or door frame.
11. The *Contractor* shall clean only *Glass* surfaces unless the *Contract Documents Provide* otherwise.
12. The *Contractor* is only responsible for accessing areas required for the purposes of *Glass* cleaning which are *Accessible* and unobstructed and which conform to the Occupational Health and Safety Act, the Regulations for *Window* Cleaning, and the Ministry of Labour Standards and with only the equipment as referred to in the *Contract Documents*.
13. The *Contractor* is not responsible to perform suspension *Work* where there is an inadequate supply of roof anchors, an inadequate roof anchoring system, an engineer's drawing posted at the closest entrance to the roof, a *Window* cleaning log book, or where an annual roof anchor system inspection was either not performed or failed according to the inspection.
14. The *Contractor* is not responsible to perform any *Work* which is in contravention of any law, ordinance, regulation or code.
15. If the *Client* stops the work, payment for the *Work* performed by the *Contractor* shall become due and payable immediately.
16. The *Contractor* is not responsible in any way to *Provide* roof anchor equipment, systems, design or documentation, to the *Client*.
17. The *Contractor* shall coordinate the *Work* to ensure minimum disruption of service.
18. The *Contractor* is not responsible for the removal of *Window* and door screens. Where screens are present during the performance of the *Work*, any *Windows* or doors containing a screen will be considered an *Obstruction* and the *Contractor* is not required to perform the *Work* where there is an *Obstruction*.
19. The *Client* shall not permit *Access* for any other *Contractor* or person to any area where suspension equipment is present.
20. The *Client* shall advise the *Contractor* immediately where there is a concern or complaint regarding the *Quality* of the *Work* or where there is perceived an issue of safety. Those advises shall be orally if possible but, in any event, shall be delivered to the *Contractor* in an email.
21. *Quality* concerns or complaints shall be delivered to the *Contractor* by email, no later than 7 days where the issue was first brought to the *Client's* attention or prior to the fall of precipitation, whichever is less.
22. The *Contractor* is not responsible to perform *Work* within 4 meters of any hydro line or source of exposed electricity or such other distance as recommended by the hydro company in the jurisdiction of the Place of the *Work*.
23. It is the sole responsibility and cost of the *Client* to ensure hydro lines are protected and/or insulated prior to the start date.
24. The *Contractor* and the *Client* both agree that the *Contract Documents*, payment receipts, invoices, or estimates are private and shall not be shared, advertised or disclosed to any other person, company or government agency.
25. In the event of a discrepancy in the value of the *Work* between an estimate, quotation, invoice or the *Contract Documents*, the *Contract Documents* shall prevail.
26. All payments made by the *Client*, shall be made by cheque, money order or cash and be made payable to 1958853 Ontario Inc., and all such monies shall be in Canadian funds.

END OF SPECIFIC CONDITIONS OF THE STIPULATED PRICE CONTRACT

APPENDIX 'A'

1. The following dates represent the start dates only and not the completion dates.
2. Due to the nature and weather sensitivity of the *Work*, completion dates will always remain unknown by the *Contractor* and the *Client*.
3. Where a start date falls on a Saturday, Sunday or statutory holiday, the start date will be the next *Workday*.
4. Where a start date or next *Workday* falls on a *Workday* where there is inclement weather, the start date will be the next *Work* day where favorable weather will permit the *Work* to commence.
5. The term of the Agreement is for:

Three (3) Years

6. The parties may sign the *Contract* anytime prior to 30 days before the herein scheduled start date.
7. The start dates are as follows:

The Calendar Year	Calendar Start Date
The Calendar Year 2020	
The Calendar Year 2021	
The Calendar Year 2022	

8. The start date shall remain the same or close to the same as the terms may permit, for each consecutive calendar year.
9. Changes in the start date shall be governed firstly by the Specific Conditions and secondly by the General Conditions.

END OF APPENDIX 'A'

APPENDIX 'B'

1. The total value and *Contract Price*, exclusive of applicable taxes is;

\$

2. The total value of each cleaning exclusive of applicable taxes is:

\$

3. Payments, according to the *Contract Documents* are described as two types;

- a) Progress payments, and;
- b) One-time final payment.

- 4. Progress payments refers to *Work* which exceeds more than 28 calendar days. (*Exceptions may be granted*)
- 5. One-time final payments refers to *Work* which is 28 calendar days or less.
- 6. Both the progress payments and the one-time final payments are governed by the Special Conditions and the General Conditions of the *Contract Documents*.

END OF APPENDIX 'B'

END OF DOCUMENT