

Commentary  
Stipulated Price Agreement

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REMOVE THIS PAGE AFTER PREPARING THE AGREEMENT FOR SIGNATURE.

The following commentary is intended to inform RCPL staff of the special attention required of certain articles.

ARTICLE A-1

Insert here the name of the Engineer - Reid, Crowther & Partners Limited or other as applicable.

ARTICLE A-2

Insert here, attaching additional pages if required, either a note stating "As listed in the Table of Contents" **OR** a complete list identifying all Contract Documents.

If using "As listed in the Table of Contents", any revisions to drawings or specifications must be listed. Revised drawing dates and revision numbers and any additional drawings issued must be listed and identified.

If using a complete list, include the following: drawings giving drawing number, title, date, revision date or mark; specifications giving a list of contents with section numbers and titles, number of pages and date or revision marks if any.

Include all appendices to the Tender Form and any negotiated items following receipt of Tenders. Clearly identify all modifications and issued Addenda.

Anything not listed is not a Contract Document. If it has to be introduced later, it may be considered as a change by the Contractor and it may cost the Owner additional expense.

ARTICLE A-8

Ensure that the appropriate signature format is used for the legal persons or corporations designated 'Owner' and 'Contractor'.

**SPECIAL NOTE RE: SIGNATURES**

Where any legal jurisdiction, local practice or client requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the Corporation or Partnership, should be attached.

For use when a Stipulated Price forms the basis of payment and is to be used with the General Conditions of the Contract - Stipulated Price, Form No. 146.

The Agreement made in triplicate the \_\_\_\_\_ day of \_\_\_\_\_ in the year Nineteen hundred and \_\_\_\_\_ by and between \_\_\_\_\_

hereinafter called the "Owner"  
and \_\_\_\_\_

hereinafter called the "Contractor"  
witnesseth: that the Owner and Contractor undertake and agree as follows:

**ARTICLE A-1 THE WORK**

The Contractor shall:

- (a) perform all the Work required by the Contract Documents for \_\_\_\_\_

(Insert here the title of the Work and the Project) and which have been prepared by \_\_\_\_\_

(insert here the name of the Engineer)

- (b) acting as and hereinafter called the "Engineer" and  
do and fulfill everything required by this Agreement, and  
(c) Subject to the provisions of General Conditions Articles GC 10.1 and GC 11.2 commence the Work by the \_\_\_\_\_  
day of \_\_\_\_\_ 19\_\_\_\_\_, and in any event complete the Work of this Contract as certified by the  
Engineer by the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_. Time is of the essence of this Contract.

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ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents as defined in GC 1.1.1 - Definitions of the General Conditions of the Contract and referred to in Article A-1:

-as per Index

ARTICLE A-3 CONTRACT PRICE

The Contract Price is \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) in Canadian funds, which price shall be subject to adjustments as may be determined in accordance with the General Conditions of the Contract.

ARTICLE A-4 PAYMENT

- (a) Subject to applicable legislation respecting lien holdback percentages and in accordance with the provisions of the General Conditions of the Contract, the Owner shall:
- (1) make payments to the Contractor on account of the Contract Price. The amounts of such payments shall be based on the Certificates of the Engineer; and
  - (2) upon Substantial Performance of the Work as certified by the Engineer pay to the Contractor any unpaid balance of holdback monies then due; and
  - (3) when all the Work under the Contract other than the Warranty requirements has been performed and certified by the Engineer, pay to the Contractor any unpaid balance of the Contract Price then due.
- (b) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in any award by arbitration or court, interest at the rate of one (1%) per cent per month of such unpaid amounts including earned interest, shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

ARTICLE A-5 PROPER LAW

The law of the Place of the Work shall govern this Contract.

ARTICLE A-6 ADDRESSES FOR NOTICES

All communications in writing between the parties or between them and the Engineer shall be delivered or sent to the individual or to a member of the firm or to an officer of the Corporation for whom they are intended to the address below. Such notices shall be deemed to be received if delivered when delivered, or, if sent by prepaid mail or telegram, when they should in due course of mail or telegraph service be delivered.

The Owner at \_\_\_\_\_  
(street and number and postal box number if applicable)

\_\_\_\_\_  
(post office or district, province, postal code)

The Contractor at \_\_\_\_\_  
(street and number and postal box number if applicable)

\_\_\_\_\_  
(post office or district, province, postal code)

The Engineer at \_\_\_\_\_  
(street and number and postal box number if applicable)

\_\_\_\_\_  
(post office or district, province, postal code)

ARTICLE A-7 SUCCESSION

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

ARTICLE A-8 SIGNATURES

In witness whereof the parties hereto have caused this Agreement to be properly executed.

FOR LIMITED COMPANY

The Corporate Seal of

The Corporate Seal of

\_\_\_\_\_  
(Owner)  
was hereunto affixed in the presence of:

\_\_\_\_\_  
(Contractor)  
was hereunto affixed in the presence of:

\_\_\_\_\_  
(Authorized Signing Officer)

\_\_\_\_\_  
(Authorized Signing Officer)

\_\_\_\_\_  
(Authorized Signing Officer)

\_\_\_\_\_  
(Authorized Signing Officer)

(Seal)

(Seal)

FOR INDIVIDUAL OR PARTNERSHIP

SIGNED, SEALED AND DELIVERED BY

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Seal)  
Signature

\_\_\_\_\_  
(Seal)  
Signature

In the presence of:

In the presence of:

\_\_\_\_\_  
(Witness) Signature

\_\_\_\_\_  
(Witness) Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Occupation: \_\_\_\_\_

Occupation: \_\_\_\_\_



Reid, Crowther & Partners Limited

CONSULTING ENGINEERS AND PLANNERS

CONTRACT DOCUMENTS  
FOR THE  
FOUNDATIONS  
OF THE  
ARSENIC TRIOXIDE STORAGE SILO  
FOR  
GIANT YELLOWKNIFE MINES LTD.  
YELLOWKNIFE, N.W.T.

REID, CROWTHER & PARTNERS LIMITED  
CONSULTING ENGINEERS AND PLANNERS

40,467

## I N D E X

Instructions to Bidders	Pages 1 to 2
Tender Form (Yellow)	Pages 1 to 4
Agreement Stipulated Price (Green)	Form 145
General Conditions of the Contract (Green)	Form 146
Section 2 - Excavation, Backfilling & Insulation	Page 1
Section 3 - Concrete	Pages 1 to 2
Drawing No. 40,467-S1	



1. Sealed Tenders fully executed, dated and endorsed will be received by: The Giant Yellowknife Mines Ltd. up to 2:00 P.M. local time on the \_\_\_\_ day of \_\_\_\_, 1980.

2. The intent of this Tender is to obtain a formal offer to construct and complete:

The Foundations of the Arsenic Trioxide Storage Silo herein referred to as the 'Work' located at The Giant Yellowknife Mines Ltd., Yellowknife, N.W.T.

3. Submit one copy of the Tender on the forms provided, signed and sealed, together with the required securities in an opaque envelope, clearly identified with Bidder's name, and Contract name on the outside.
4. Tender Documents may be obtained at the office of the Owner at Yellowknife, N.W.T.
5. One set of Tender Documents will be available for each Bidder.
6. Tender Documents may be viewed at the office of the Engineer at Yellowknife, N.W.T. and Edmonton, Alberta.
7. Every Tender shall be accompanied by a security deposit as follows:
  - Bid Bond in an amount not less than 10% of the Tender price; or a
  - Certified Cheque in an amount not less than 10% of the Tender Price.
8. Bid Bond [or Certified Cheque] shall be written in the name of the Owner.
9. If no contract is awarded, all security deposits will be returned with reasonable promptness after such decision is made by the Owner.
10. The Owner reserves the right to accept the Tender which is deemed most advantageous. The lowest or any Tender will not necessarily be accepted.
11. Tenders shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the Tender closing date, irrespective of the acceptance of any Tender.
12. Tenders that are unsigned, improperly executed, incomplete, conditional, illegible, obscure, contain arithmetical errors, or additions not called for, reservations, erasures, alterations, or irregularities of any kind, may be rejected as informal.

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13. The Owner desires that the work under this Contract be completed as quickly as possible and consideration will be given to time of completion when awarding the Contract.
  14. Bidders finding discrepancies or omissions in the drawings or specifications, or having doubt as to the meaning or intent thereof, shall at once notify the Engineer who will, if necessary, send written instructions or explanations to all Bidders.
  15. Questions arising during the bidding period should be directed to:  
  
Reid, Crowther & Partners Limited  
Address: P.O. Box 1259  
Yellowknife, N.W.T.  
Telephone: 403 - 873-3981  
Attention: R. Boon, P. Eng.
  16. The Bidder, either personally or through a representative, shall examine the Place of the Work before submitting a Tender, and shall satisfy himself as to the nature and location of the Work, local conditions, soil structure and topography at the site of the Work, the equipment and facilities needed preliminary to and during the prosecution of the Work, the means of access to the site, on-site accommodation, all necessary information as to risks, contingencies and circumstances which may affect his Tender, and all other matters which can in any way affect the Work. The Bidder is fully responsible for obtaining all information required for the preparation of the Tender.
  17. The Bidder is directed to contact the Owner's agent in order to arrange a date and time to visit the Place of the Work.
  18. The Tender must be executed under seal by the Bidder. If the Bidder is an individual or a partnership, the Tender shall be executed by the individual or a partner in the presence of a witness and the signer must show the capacity in which he signs (e.g. "Partner" or "Proprietor"). If the Bidder is a corporation, the Tender shall be executed under the seal of the company, affixed in the presence of the authorized officers or two directors. If the Bidder is a joint venture, each party to the joint venture shall execute the Tender under seal in the manner appropriate to such party.

Date: \_\_\_\_\_

Submitted by: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_ Telephone \_\_\_\_\_

To: Giant Yellowknife Mines Ltd.  
Yellowknife, N.W.T.

Project No: 40,467 Contract Name: Foundations for the Arsenic  
Trioxide Storage Silo

1. OFFER

- .1 Having examined the Place of the Work and all other matters referred to in Instructions to Bidders and the Tender Documents prepared by Reid, Crowther and Partners Ltd. for the Work, we, the undersigned, hereby offer to furnish all Products and to provide all labour, supervision, services, construction machinery and equipment necessary for the proper completion of the Work for the price of: (Enter in figures and words the amount of the total Tender Price)

[\$ \_\_\_\_\_]

\_\_\_\_\_ DOLLARS.

- .2 We have included herewith the security deposit as required by the Instructions to Bidders.
- .3 All applicable Federal and Provincial taxes and duties are included in the Tender Price.
- .4 All cash allowances are included in the Tender Price.

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## 2. ACCEPTANCE

- .1 This Tender shall be open for acceptance and is irrevocable for thirty (30) days from the Tender closing date, irrespective of the acceptance of another Tender.
- .2 If this Tender is accepted by the Owner within thirty (30) days of the Tender closing date, and we receive written notice of this acceptance, we will:
  - Execute the 'Agreement' within seven (7) days of receipt of the form for execution.
  - Furnish the required bonds within seven (7) days of receipt of the form of Agreement, in the form described in the Supplementary General Conditions, Article SGC 10.1.
  - Commence work within \_\_\_\_\_ days after written notification of acceptance of this Tender.
  - Complete the Work by \_\_\_\_\_ 19\_\_.
- .3 If this Tender is accepted within the time stated herein, and we fail to execute the Agreement, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the deposit or the difference between this Tender and the Tender for which the Contract is signed.
- .4 In the event our Tender is NOT accepted within the time stated herein, the required security deposit shall be returned to the undersigned in accordance with the provisions in the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

## 3. ADDENDA

- .1 The following Addenda have been received. The modifications to the Tender Documents noted therein have been considered and the effects are included in the Tender Price:

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_ Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_ Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

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4. CHANGES

- .1 When the Engineer establishes that the method of valuation for changes in the Work will be net cost plus a percentage fee in accordance with GC 8.2.1 (c) of the General Conditions of the Contract, our percentage fees will be:
- (     )% overhead and profit on the net cost of our own work;
  - (    )% on the cost of work done by a Subcontractor.
- .2 On work deleted from the Contract, our credit to the Owner shall be an estimated net cost approved by the Engineer plus one half the overhead and profit percentage noted above.

TENDER SIGNING

This Tender is executed under seal at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

FOR INDIVIDUAL OR PARTNERSHIP:

SIGNED, SEALED AND DELIVERED by:

\_\_\_\_\_  
(Bidder - please print) (Signature of Bidder) (Seal)

in the presence of:

\_\_\_\_\_  
(Witness - signature)

Name \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

FOR LIMITED COMPANY

The Corporate Seal of:

\_\_\_\_\_  
(Bidder - please print) (Seal)

was hereunto affixed in the presence of:

\_\_\_\_\_  
(Authorized Signing Officer) Title

\_\_\_\_\_  
(Authorized Signing Officer) Title

Note: If the Tender is by a joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

## GC1 - GENERAL

## GC1.1

DEFINITIONS

- .1 Contract Documents: consist of the executed Agreement and the General Conditions of the Contract, Supplementary General Conditions, the executed Tender, Division 1 - General Requirements, specifications, drawings and such other documents as are listed in Article A-2 of the Agreement including all amendments thereto incorporated before their execution as agreed upon between the parties in writing.
- .2 Owner, Engineer, Contractor: persons, firms or corporations identified in the Agreement. Such parties are referred to throughout the Contract Documents as if singular in number and masculine in gender. The terms Owner or Engineer include their authorized representatives as designated in writing to each of the other parties.
- .3 Subcontractor: a person, firm or corporation, not contracting with or directly employed by the Owner but contracting with or directly employed by the Contractor, performing at the Place of the Work, a part or parts of the Work, or supplying Products worked to a special design according to the Contract Documents, but does not include one who supplies Products not so worked. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender.
- .4 Other Contractor: a person, firm or corporation employed by or having a separate contract directly or indirectly with the Owner for work other than the Work.
- .5 Project: means the total concept of which the Work may be the whole or a part.
- .6 Work: means the totality of all Products, labour and services required by the Contract Documents.
- .7 Place of the Work: the site or location of the Work, designated in the Contract Documents.
- .8 Products: means all materials, machinery, equipment and fixtures forming or intended to form the completed Work or a part thereof but excludes machinery and equipment used for preparation, fabrication, conveying and erection of the Work and normally referred to as construction machinery and equipment.
- .9 Day: shall mean a calendar day.
- .10 Working Day: shall mean days other than Saturdays, Sundays and holidays which are observed by the construction industry in the area of the Place of the Work.
- .11 Substantial Performance: shall mean when the Engineer in his absolute discretion shall so certify; in so certifying the Engineer shall be guided by any definition in applicable lien legislation or by the availability for use of the Work.
- .12 Final Payment: shall mean all sums due the Contractor when terms and conditions of the Contract appear to be complete.
- .13 Net Cost: shall mean the proven cost of Products; labour which includes actual worker's pay, Worker's Compensation Insurance, Canada Pension Plan, workers' premium for Unemployment Insurance, holiday pay and medical benefits, payments to a proportionate part of the wages of foremen; plant and tools; equipment rental; as applicable to the item being costed.
- .14 Contract Price: shall mean the sum stated in the Agreement and as may be amended during the progress of the Work.
- .15 Contract Time: identified as the time stated in Article A-1 of the Agreement, elapsing from the date of commencement of the Work until the date of completion of the Work, certified by the Engineer.

## GC1.2

DOCUMENTS

- .1 The Contract Documents, except the Agreement, shall be signed or initialled in triplicate by the Owner and the Contractor; any contract documents which may be bound separately shall be signed or initialled for identification.
- .2 The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.
- .3 The intention of the Contract Documents is to include all Products, labour, and services necessary to perform the Work in accordance with these documents, including all minor Products, labour and services not shown or specified, but which are reasonably necessary for performance and completion of the Work.

- .4 Words which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- .5 In the event of conflicts between Contract Documents the following shall apply:
- (a) Documents of later date shall govern over earlier documents of the same classification.
  - (b) Figured dimensions shown on the Drawings shall govern even though they may differ from scaled dimensions.
  - (c) Drawings of larger scale shall govern over those of smaller scale.
  - (d) Specifications shall govern over Drawings.
  - (e) Sections of Division 1 - General Requirements shall govern over Specifications.
  - (f) The General Conditions of the Contract shall govern over Division 1 - General Requirements.
  - (g) Supplementary General Conditions where included in the Contract Documents shall govern over the General Conditions of the Contract.
  - (h) The Agreement shall govern over all documents.

GC2 - OWNERGC2.1 CLEAR PROPERTY TITLE

- .1 The Owner shall indemnify and hold harmless the Contractor from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Contract which are attributable to lack of or a defect in title to the Place of the Work.
- .2 Necessary access or easements to the Place of the Work will be arranged by the Owner. The Contractor shall have use of this access for purposes incidental to the Contract. Any such use shall not interfere with operations of the Owner, any Other Contractor or persons employed by the Owner, or with the rights of any other persons.
- .3 The Contractor may wish to arrange for special easements or special use of adjoining or neighbouring public or private properties for purpose of expediting the Work. The Contractor shall hold the Owner and the Engineer harmless from any claims arising from use thereof.

GC2.2 OWNER'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

- .1 If the Engineer at any time is of the opinion that the Contractor:
- is neglecting to prosecute the Work properly or in accordance with the approved Schedule; or
  - is failing or has failed to perform any provision of the Contract; or
  - refuses or fails to supply sufficient skilled workers, provide proper workmanship, supply sufficient or proper Products, construction machinery or equipment; or
  - persistently disregards laws or ordinances or the Engineer's instructions; or
  - otherwise violates to a substantial degree the provisions of the Contract
- and so certifies in writing to the Owner and the Contractor, the Owner may give the Contractor notice in writing requiring him to correct such failure or default within five (5) working days.
- .2 If the Contractor fails to correct the failure or default within the time specified in such notice, the Owner may, without prejudice to any other right or remedy he may have, terminate forthwith the Contractor's right to perform the Work or any part thereof or terminate the Contract forthwith.
- .3 If the failure or default is such that, in the opinion of the Engineer, it cannot be corrected within the time specified in the notice, the Contractor shall be deemed to have complied with the notice if he:
- commences the correction of the failure or default within the time specified and
  - furnishes the Engineer with a schedule for such correction acceptable to the Engineer within the time specified and
  - completes such correction within the time or times set forth in such schedule.
- .4 If the Contractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of his insolvency, the Owner may, without prejudice to any other right or remedy he may have, by giving the Contractor written notice, terminate forthwith the Contractor's right to perform the Work, or may terminate the Contract forthwith.
- .5 If the Owner terminates the Contract or the Contractor's right to perform the Work, the Owner is entitled:
- (a) to take possession of the Place of the Work and Products thereon and utilize the construction machinery and equipment, the whole subject to the rights of third parties, and to finish the Work by whatever method the Owner may deem expedient but without undue delay or expense.
  - (b) to withhold any further payment to the Contractor until the Work is completed.



- (c) upon completion of the Work, charge the Contractor the amount by which the full cost of finishing the Work as certified by the Engineer, including compensation to the Engineer for his additional services and a reasonable allowance as determined by the Engineer to cover the cost of any corrections required by GC10.2 - Warranty, exceeds the unpaid balance of the Contract Price, or if such cost of finishing the Work is less than the unpaid balance of the Contract Price, pay the Contractor the difference.
- (d) on expiry of the warranty period or periods, charge the Contractor the amount by which the cost of corrections under GC10.2 - Warranty exceeds the allowance provided for such corrections, as described in (c) above, or if the cost of such corrections is less than the allowance, pay the Contractor the difference.

**GC2.3****OWNER'S RIGHT OF ENTRY**

- .1 The Owner shall have the right to enter, occupy, and use the Work, in whole or in part at any time before completion of the Contract, if such entry, occupation and use does not prevent or interfere with the performance of the Work.
- .2 Such entry, occupation and use shall neither be considered as acceptance of the Work by the Owner nor shall it relieve the Contractor of responsibility to complete the Work.

**GC3 - CONTRACTOR****GC3.1****CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK**

- .1 The Contractor shall have complete control of the Work except as provided in GC5.3 - Emergencies. He shall effectively direct and supervise the Work to ensure conformance with the Contract Documents. He shall be solely responsible for all the construction means, methods, techniques, sequences, and procedures and for coordinating all parts of the Work.
- .2 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structures and other temporary facilities and the design and execution of construction methods required in their use. The Contractor shall engage and pay for registered professional engineering personnel skilled in the appropriate discipline to perform these functions where required by law or by the Contract Documents and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.

**GC3.2****SUPERINTENDENCE**

- .1 The Contractor shall employ a competent superintendent who shall be in attendance at the Place of the Work at all times while work is being performed.
- .2 The superintendent shall represent the Contractor at the Place of the Work and directions given to him shall be held to have been given to the Contractor. Important directions will be confirmed to the Contractor in writing by the Engineer.
- .3 The superintendent shall be satisfactory to the Engineer and shall not be changed by the Contractor except for good reason and only then after consultation with and agreement by the Engineer.
- .4 The Engineer shall have the authority to order the removal from the Work, of any Superintendent, Supervisor, Foreman or other employee on the Work should the Engineer consider such person detrimental to the progress or quality of the Work. Any person so removed shall not be re-employed on the Work by the Contractor or by a Subcontractor.

**GC3.3****CONTRACTOR'S RIGHT TO TERMINATE THE CONTRACT**

- .1 If the Owner should be adjudged bankrupt, or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of his insolvency, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner written notice, terminate the Contract.
- .2 If the Work should be stopped or otherwise delayed for a period of thirty days or more under an order of any court, or other public authority, provided such order was not issued as the result of any act or fault of the Contractor or of any one directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy he may have, by giving the owner written notice, terminate the Contract.
- .3 The Contractor may notify the Owner in writing, with a copy to the Engineer, that the Owner is in default of his contractual obligations if the Owner fails to pay to the Contractor within twenty five (25) days of the date of the Engineer's Certificate any amount certified by the Engineer, subject always to the Owner's rights under law or this Contract to make deductions. Such written notice shall advise the Owner that if such default is not corrected within five (5) working days from the Owner's receipt of the written notice, the Contractor may, without prejudice to any other right or remedy he may have, terminate the Contract.

- .4 If the Contractor terminates the Contract under the conditions set out above, he shall be entitled to be paid for all work performed up to the date of the Owner's receipt of such notice. The Engineer shall in his absolute discretion, certify the value of such work to the said date. If the Contractor terminates the Contract under the provisions of GC 3.3.1 or GC 3.3.3, the Contractor shall also be entitled to two and one half (2-½ %) per cent of the difference between such value and the Contract Price if such value is less than fifty (50%) per cent of the Contract Price and to five (5%) per cent of the difference between such value and the Contract Price if such value is fifty (50%) per cent or more of the Contract Price in lieu of all other claims for damages.

#### GC3.4 REJECTED WORK

- .1 Defective work whether the result of poor workmanship, use of defective Products or damage through carelessness or other act or omission of the Contractor, and whether incorporated in the Work or not, which has been rejected by the Engineer as failing to conform to the Contract Documents shall be removed promptly from the Work and replaced or re-executed by the Contractor in accordance with the Contract Documents at the Contractor's expense.
- .2 Other work destroyed or damaged by such removals, replacements or re-execution shall be made good promptly at the Contractor's expense.
- .3 The Owner reserves the right to correct defective or rejected work and deduct the cost of the same from the Contract Price.
- .4 If in the opinion of the Engineer it is not expedient to correct defective work or work not done in accordance with the Contract Documents, the Owner may deduct from the Contract Price the difference in value between the Work as done and that required by the Contract, the amount of which shall be determined and certified by the Engineer.

#### GC3.5 USE OF PREMISES

- .1 The Contractor shall confine his equipment and plant, storage of materials and his operations to limits indicated by Laws, Ordinances, Permits, the Contract Documents or by specific direction of the Engineer and shall not unreasonably encumber the Place of the Work.
- .2 The Contractor shall not load or permit to be loaded on any part of the Work, a weight or load or force that will endanger its safety or exceed the design loads.
- .3 The Contractor shall not interfere in any way with the work of scheduling of any Other Contractor or employee of the Owner. In order to avoid or minimize such interference, the Engineer may in his absolute discretion establish schedules or methods and shall notify the Contractor accordingly. The Contractor shall without receiving any additional payment comply with the schedules or methods established by the Engineer.

#### GC4 - OWNER AND CONTRACTOR

##### GC4.1 DAMAGES AND MUTUAL RESPONSIBILITY

- .1 If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or anyone employed by or through him, then he shall be reimbursed by the other party for such damage. The party reimbursing the other party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.
- .2 Claims under this Article shall be made in writing to the party liable within ten (10) working days after the first observance of such damage and may be settled by agreement or in the manner set out in the Contract Documents for the settlement of disputes.
- .3 If the Contractor has caused damage to any Other Contractor on the Project, the Contractor shall indemnify and hold harmless the Owner from and against any and all claims, costs, suits or proceedings arising therefrom.
- .4 If the Contractor becomes liable to pay or satisfy any final order, judgment or award against the Owner, then the Contractor, upon undertaking to indemnify the Owner against any and all liability for costs, shall have the right to appeal in the name of the Owner such final order or judgment to any and all courts of competent jurisdiction.

##### GC4.2 ASSIGNMENT

Neither party to the Contract shall assign the Contract or any portion thereof without the written consent of the other.

#### GC5 - ENGINEER

##### GC5.1 ENGINEER'S DECISIONS

- .1 The Engineer shall decide on questions arising under the Contract Documents and interpret the requirements therein. Such decisions shall be given in writing. The Engineer shall use his powers under the Contract to enforce its faithful performance by both parties hereto.
- .2 The Contractor shall notify the Engineer in writing within five (5) working days should he hold that a decision by the Engineer is in error or at variance with the Contract Documents.
- .3 If the question of error or variance is not resolved within five (5) working days, and the Engineer decides that the work in dispute shall be carried out, the Contractor shall act according to the Engineer's written decision.

- .4 Should the Engineer's employment be terminated, the Owner shall appoint an Engineer whose status under the Contract shall be that of the former Engineer.
- .5 Nothing contained in the Contract Documents shall create any contractual relationship between the Engineer and the Contractor.
- .6 The Engineer will not, except by written notice to the Contractor, stop or delay any part of the Work pending instructions or proposed changes in the Work.

## GC5.2

INSPECTION OF THE WORK

- .1 The Owner and the Engineer and their authorized representatives shall have access to the Work at any time for inspection wherever it is in preparation or progress. The Contractor shall cooperate to provide reasonable facilities for such access. If such inspection shows that any Product or workmanship is not in accordance with the Contract Documents, such Product or workmanship shall be rejected.
- .2 If special tests, inspections or approvals are required by the Contract Documents, the Engineer's instructions or the law of the Place of the Work, the Contractor shall give the Engineer and the affected authority adequate notice requesting inspection. Inspection by the Engineer will be made promptly. The Contractor shall arrange inspections by other authorities and shall notify the Engineer of the date and time. The Contractor shall furnish promptly to the Engineer two (2) copies of all certificates and inspection reports relating to the Work.
- .3 If, without the approval of the Engineer or the affected authority, the Contractor covers or permits to be covered any of the Work that is subject to inspection or before any special tests and approvals are completed, the Contractor shall uncover the Work, have the inspections satisfactorily completed and make good the Work at his own expense.
- .4 Examination of any questioned work may be ordered by the Engineer. If such work be found in accordance with the Contract Documents, the Owner shall pay the cost of examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay the cost of examination and replacement.

## GC5.3

EMERGENCIES

- .1 Whenever the Engineer is of the opinion that the Work poses a danger to the safety of life, or the Work, or neighbouring property, he has authority to stop the Work or to order changes in the Work. If changes in the Work are ordered the Engineer will assess and award the costs of the changes, altering the Contract Price as may in his opinion be necessary.
- .2 If the order to stop the Work or to make changes in the Work is not given in writing, the Engineer shall confirm such order in writing within two (2) working days.

## GC5.4

OWNERSHIP OF DOCUMENTS AND MODELS

- .1 All Contract Documents and copies thereof furnished by the Engineer are and shall remain his property and are not to be used on other work.
- .2 Such documents are not to be copied or revised in any manner without the written authorization of the Engineer.
- .3 Models, samples, mock-up panels or units, furnished by the Engineer, Contractor or the Owner are the property of the Owner.

GC6 - OTHER PARTIES

## GC6.1

SUBCONTRACTORS

- .1 The Contractor agrees to preserve and protect the rights of the Owner under the Contract with respect to any Work to be performed by Subcontractors.

## GC6.2

OTHER CONTRACTORS

- .1 The Owner reserves the right to let separate contracts in connection with the Project and to coordinate insurance coverages.
- .2 The Engineer will coordinate the work of Other Contractors as it affects the Work of this Contract.
- .3 The Contractor shall coordinate his work with that of Other Contractors and connect or interface as described in the Contract Documents.
- .4 The Contractor shall report to the Engineer in writing, any apparent deficiencies in Other Contractors' work which would affect the Work of this Contract immediately they come to his attention. Failure to so report shall invalidate any claims by the Contractor against the Owner by reason of the deficiencies of Other Contractors' work except as to those of which the Contractor could not have been reasonably aware.
- .5 The Owner will take all reasonable precautions to avoid labour or other disputes on the Project arising from the work of Other Contractors but shall not be in any way liable for delays or costs occasioned by such disputes, beyond the provisions of GC7.3 Delays.

GC7 - CONTRACT TIMEGC7.1 CONTRACT TIME

- .1 The Contract Time shall be adjusted only by written instruction of the Engineer to the Owner and the Contractor and only as described in GC7.3 - Delays or GC8 - Changes and Instructions.
- .2 If the Contractor fails to complete the Work within the time required by the Contract Documents, the Owner, in addition to any other rights and remedies he may have, shall be entitled to deduct from any payments due to the Contractor the additional costs to the Owner of the engineering services incurred as a result of the Contractor's failure to complete on time.
- .3 No bonus will be allowed by the Owner for completion of the Work in less time than specified in the Agreement.

GC7.2 SCHEDULE

- The Contractor shall, immediately after the award of the Contract, prepare and submit for the Engineer's review, a Schedule of activities of the Work to show dates of commencement and completion of various phases or parts of the Work, in relation to the Contract Time stated in the Agreement. The Schedule shall provide sufficient detail to the satisfaction of the Engineer. After acceptance, the Schedule shall not be changed without the consent of the Engineer.
- .2 The Owner reserves the right to withhold payment from the Contractor if such Schedule is not submitted prior to or with the first application for payment, or a revised Schedule is not submitted prior to the next subsequent application for payment after an extension of time has been granted.
  - .3 The Contractor shall comply with the Schedule. The Contractor shall bear all costs necessary to meet the Schedule. If the progress of the Work falls behind the most recent schedule or is delayed for any reason other than one for which extra time is provided for in GC 7.3 Delays, the Contractor shall immediately engage such additional labour and equipment, and work such additional hours as the Engineer may direct, to bring the Work back on schedule, at the Contractor's expense.
  - .4 If at any time the Contractor has been granted additional time under the provisions of GC7.3 - Delays or GC8 - Changes and Instructions, he shall forthwith submit a revised schedule for the Engineer's review and in sufficient detail to the satisfaction of the Engineer.
  - .5 More detailed requirements for this Schedule may be described in Division 1 - General Requirements.

GC7.3 DELAYS

- .1 If in the opinion of the Engineer the Contractor is delayed in the performance of the Work by any act or neglect of the Owner, or the Engineer or any employee of either of them, the Contract Time shall be extended by an amount to be determined by the Engineer.
- .2 If in the opinion of the Engineer the Contractor is delayed in the performance of the Work by a Stop Work Order issued by any court, or other public authority, or the Engineer and providing that such order was not issued as a result of any act or fault of the Contractor or of any one employed by him directly or indirectly, then the Contract Time shall be extended by an amount to be determined by the Engineer.
- .3 If in the opinion of the Engineer, the Contractor is delayed in the performance of the Work by labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized Contractors' Association, of which the Contractor or a Subcontractor is a member), fire, unusual delay by common carriers or unavoidable casualties or, without limit to any of the foregoing, by any cause beyond the Contractor's control, then the Contract Time shall be extended by an amount to be determined by the Engineer.
- .4 No extension of the Contract Time shall be considered for delay unless written notice of claim is given to the Engineer within fourteen (14) days of its commencement.
- .5 Extension of the Contract Time shall not be a ground for any increase in the Contract Price.

GC8 - CHANGES AND INSTRUCTIONSGC8.1 CHANGES IN THE WORK

- .1 The Owner but only through the Engineer, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work, with the Contract Price and the Contract Time being adjusted accordingly.
- .2 Except as provided in GC5.3 - Emergencies, no change shall be made without a written instruction from the Engineer and no claim for an addition or deduction to the Contract Price shall be valid unless so ordered and at the same time valued or agreed to be valued as provided in GC8.2 - Valuation and Certification of Changes in the Work.

**GC8.2 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK**

- .1 If the Engineer is of the opinion that a change in the Work justifies a change in the Contract Price, the method of determining such change shall be established by the Engineer in one or combination of the following methods:
  - (a) by the Contractor's estimate and acceptance by the Owner of a lump sum
  - (b) by unit prices set out in the Contract or subsequently agreed upon by the Owner and the Contractor
  - (c) by Contractor's net cost and a fixed or percentage fee as provided in the Contract Documents.
- .2 When a change in the Work is proposed or required, the Contractor shall present to the Engineer his claim for any change in the Contract Price and/or change in Contract Time. If the Engineer approves such claim, he will after approval by the Owner, issue a written order to the Contractor to proceed with the change. The value of work performed in the change shall be included for payment with the next and subsequent regular certificates for payment. In the event that the Owner decides not to proceed with a proposed change, the Engineer will notify the Contractor in writing.
- .3 In the case of changes in the Work to be paid for under methods (b) and (c) of GC8.2.1, the form of presentation of costs and methods of measurement shall be determined by the Engineer and Contractor before proceeding with the change. The Contractor shall keep accurate records of quantities or costs and present an account of the cost of the change in the Work, together with vouchers where applicable.
- .4 If the method of valuation or measurement of a change, modification of the Contract Price or change in Contract Time cannot be promptly agreed upon, and the change must proceed without delay, the Engineer shall order the change and shall determine the method, modification or change to be employed or allowed.
- .5 In the case of dispute in the value of a change authorized in the Work and pending final determination of such value, the Engineer shall determine the value of work performed and include that amount with the regular certificates for payment.

**GC8.3 ADDITIONAL INSTRUCTIONS**

- .1 During the progress of the Work the Engineer will furnish to the Contractor such additional instructions as may in the opinion of the Engineer, be necessary to supplement or clarify the Contract Documents. All such instructions will be consistent with the intent of the Contract Documents.
- .2 Additional instructions may include changes to the Work which affect neither the Contract Price nor the Contract Time.
- .3 Additional instructions may be in the form of drawings, samples, models, oral or written instructions.

**GC9 - PAYMENT/CERTIFICATES****GC9.1 APPLICATION FOR PAYMENT**

- .1 Application for payment on account as provided for in Article A-4 of the Agreement shall be made monthly as the Work progresses and shall be for the monthly period ending on the date of the application. A specific date for the commencement of each monthly period may be given in the Supplementary General Conditions.
- .2 The Contractor shall submit to the Engineer before the first application for payment, a Contract Price breakdown for the various parts of the Work aggregating the total amount of the Contract Price and divided so as to facilitate evaluation of applications for payment. Unless a specific date is provided in the Supplementary General Conditions, the breakdown shall also identify the date of the month for all monthly claim periods.
- .3 This breakdown shall be made out in such form, and supported by such evidence as to its correctness, as the Engineer may direct, and when approved by the Engineer shall be used as the basis for application for payment.
- .4 When making application for payment, the Contractor shall submit a statement based upon this breakdown. This statement shall identify the Contract Price breakdown above mentioned, the amount and percentage of the respective application for payment, the total of money paid to date, all lien holdback sums, and the net amount applied for.
- .5 Application for payment shall be dated the last day of the agreed monthly payment period and the amount claimed shall be for the value proportionate to the amount of the Contract, of work performed and Products reasonably delivered to the Place of the Work at that date. Applications for payment for Products delivered to the site but not yet incorporated into the Work shall be supported by such evidence as to value and the reasonableness of the timing of delivery, as the Engineer may require. The Engineer shall in his sole discretion assess the value and timing of delivery of the Products.
- .6 The Application shall be received by the Engineer within five (5) days following the end of the agreed monthly period.
- .7 Applications for release of holdback monies following the Substantial Performance of the Work and the application for final payment shall be made at the time and in a manner set forth in GC9.2 - Certificates and Payments.

## GC9.2

CERTIFICATES AND PAYMENTS

- .1 The Engineer shall within seven (7) days of receipt of an application for payment from the Contractor submitted in accordance with GC9.1 - Application for Payment, issue a certificate for payment in the amount applied for or such other amount as he shall determine to be properly due. If the Engineer amends the application, he will promptly notify the Contractor in writing giving his reasons for the amendment.
- .2 The Owner shall, on or before the last day of the next monthly period, make payment to the Contractor on account, in accordance with the provisions of Article A-4 of the Agreement. The actual amount paid is subject to the Owner's rights under law or this Contract to make deductions.
- .3 The Engineer will, within ten (10) days of receipt of an application from the Contractor for a certificate of Substantial Performance, make an inspection and assessment of the Work to verify the validity of the application. The Engineer will within seven (7) days of his inspection notify the Contractor of his approval or disapproval of the application. When the Engineer finds the Work to be substantially performed, he will issue such a certificate to the Owner and the Contractor. The date of this certificate shall be the date of Substantial Performance of the Work.
- .4 Notwithstanding any other provisions of this Contract:
  - (a) If on account of climatic or other conditions reasonably beyond the control of the Contractor there are items of work that cannot be completed, the payment for work which has been substantially performed as certified by the Engineer shall not be withheld or delayed by the Owner on account thereof, but the Owner may withhold from the Contract Price until the remaining work is finished, such monies as the Engineer shall determine are sufficient to ensure the performance of such remaining work and to adequately protect the Owner from claims.
  - (b) Where legislation permits and where, upon application from a Subcontractor, the Engineer has certified that a subcontract has been completed prior to the Substantial Performance of the Work, the Owner will pay the Contractor the holdback retained for such subcontract following the expiration of the statutory period stipulated in the Lien Legislation applicable to the Place of the Work, providing no lien derived under that subcontract is preserved by anything done under the appropriate Lien Legislation, and the Subcontractor has submitted to the Owner a sworn statement that all accounts for labour, subcontractors, Products, construction machinery and equipment and any other indebtedness which may have been incurred by the Subcontractor in the performance of the subcontract and for which the Owner might in any way be held responsible have been paid in full except holdback monies properly retained.
  - (c) Notwithstanding the provisions of Article (b) above and the wording of such certificates, the Contractor shall ensure that such work is protected pending the Substantial Performance of the Work and be responsible for the correction of any defects in it regardless of whether or not they were apparent when such certificates were issued.
- .5 Following the issuance of the Certificate of Substantial Performance the Engineer will issue a certificate for payment of Lien holdback monies. The Owner shall pay the holdback monies authorized by this certificate on the next working day following the expiration of the statutory period stipulated in the Lien Legislation applicable to the Place of the Work; providing no lien claims have been registered which are still outstanding and the Contractor has submitted to the Owner a sworn statement that all accounts for labour, subcontracts, Products, construction machinery and equipment and any other indebtedness which may have been incurred by the Contractor in the Substantial Performance of the Work and for which the Owner might in any way be held responsible have been paid in full except holdback monies properly retained.
- .6 The Engineer will within ten (10) days of receipt of an application from the Contractor for final payment, make an inspection and assessment of the work to verify the validity of the application. The Engineer will within seven (7) days of his inspection notify the Contractor of his approval or disapproval of the application. When the Engineer finds the Work to be completed to his satisfaction, he will issue a certificate for final payment for the remaining monies due to the Contractor under the Contract less any holdback monies which are still required to be retained. The Owner shall make payment to the Contractor in the amount of such certificate, and on the next working day following the expiration of the statutory period stipulated in the Lien Legislation applicable to the place of the Work make final payment providing no lien claims have been registered which are still outstanding.
- .7 No certificates nor any payments made thereunder, nor any partial or entire use or occupancy of the Work by the Owner shall constitute an acceptance of any work or Products not in accordance with the Contract Documents.
- .8 The Certificate of Substantial Performance given by the Engineer shall be conclusive evidence between the Owner and the Contractor with respect to the start of the Warranty Period as described in GC10.2 - Warranty.

GC10 - PERFORMANCE PROTECTION

## GC10.1

BONDS

- .1 The Owner shall have the right to require the Contractor to provide and maintain in good standing until the fulfilment of the Contract, bonds covering the faithful performance of the Contract and labour and materials payment thereunder, including the requirements of the Warranty provided for in GC10.2 - Warranty, and the payment of all obligations arising under the Contract.

- .2 All such bonds shall be issued by a duly incorporated surety company approved by the Owner and authorized to transact a business of suretyship in the Province or Territory of the Place of the Work. The forms of such bonds shall be acceptable to the Owner.
- .3 If the Tender Documents require the successful bidder to provide bonds, the Contractor shall pay for same.
- .4 If the Owner requests bonds of the Contractor and such bonds were not demanded in the Tender, the Owner shall reimburse the Contractor on receipt of a receipted premium demand and the executed bond itself.
- .5 The Contractor shall produce all required or requested bonds prior to commencing any work of this Contract.

## GC10.2

WARRANTY

- .1 The Contractor shall promptly correct at his own expense any defects in the Work due to faulty Products or workmanship appearing within a period of one (1) year from the date of Substantial Performance of the Work, or for such extended period as may be specifically stated in the specifications. A like Warranty shall apply to any repaired or replaced Product or workmanship effective as of date of repair or replacement and remain in effect for one (1) year thereafter.
- .2 To ensure the Owner has benefit of any and all Product or system warranties offered by manufacturers or others, the Contractor shall ensure that all Warranties are assignable and are assigned to the Owner in the Owner's name. Such assignment shall not relieve the Contractor of his obligations under this Article GC10.2 - Warranty.
- .3 The Contractor shall correct at his own expense, all damage resulting from any defects or corrections to any defects required under conditions of Article 10.2.1.
- .4 The Owner may in an emergency or if the Contractor neglects to correct defects for any reason, do the work or direct someone else on his behalf to do the work, and charge the Contractor accordingly.
- .5 No certificate of the Engineer nor payment thereunder shall relieve the Contractor from his responsibility herein.
- .6 The Owner or the Engineer will give the Contractor written notice of all observed defects promptly.
- .7 The Engineer will, one month prior to termination of the Warranty Period, notify the Owner and the Contractor by written notice that an inspection of the Work is required and will in such notice fix a date for such inspection which shall be within the next ten (10) days. The inspection will be carried out by the Engineer who may be accompanied by the Owner and the Contractor. The Engineer will record defects requiring repair or correction and will instruct the Contractor in writing to remedy such defects within fifteen (15) days. If the Contractor refuses or neglects for any reason to correct such defects, the Owner may correct them or direct someone else on his behalf to correct them and charge the Contractor for all the costs of such correction.

GC11 - INDEMNIFICATION AND INSURANCES

## GC11.1

INDEMNIFICATION

- .1 The Contractor shall indemnify and hold harmless the Owner and the Engineer, their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributable to the Contractor's performance of the Contract. Without limiting the generality of the foregoing, such indemnity shall extend to claims for liens filed under the appropriate Lien Legislation after the time available to the Contractor for filing liens.
- .2 Nothing in the Contract Documents or any approval, expressed or implied, of the Engineer or the Owner shall relieve the Contractor of any liability for latent defects or inherent vice which may be imposed by law.

## GC11.2

INSURANCES

- .1 The Contractor shall maintain Comprehensive Liability and Property Insurance applicable to the Work and all parties thereto for the full term of the Contract including the Warranty period (s), unless specified otherwise.
- .2 The Contractor shall provide proof of all insurance to the Owner prior to commencing the Work.
- .3 A specific listing of required insurances may be described in Supplementary General Conditions.

## GC11.3

PROTECTION OF WORK AND PROPERTY

- .1 The Contractor shall protect all property adjacent to the Place of the Work from damage as the result of his operations under the Contract.
- .2 The Contractor shall protect the Work and the Owner's property from damage and shall be responsible for any damage which may arise as the result of his operations under the Contract.

GC12 - WORKERS' COMPENSATION

- .1 Prior to commencing Work, prior to receiving payment for Substantial Performance of the Work and the final payment, and at any time during the term of Contract, when requested by the Engineer, the Contractor shall provide evidence that the Contractor and all Subcontractors have complied with all requirements of the province or territory of the Place of the Work with respect to Workers' Compensation, including payments due thereunder.

1. Excavate existing crushed rock fill down to solid rock as shown on the drawing.
2. Excavated materials may be used for fill. Supply material shall be removed from the site.
3. Deposit backfill in not more than 300 mm layers and compact to a density of 85% modified proctor.
4. Finish with a 3" layer sand cushion properly levelled and compacted to receive the rigid insulation.
5. On the top of the levelled sand place a 3" layer of Rigid Insulation Polystyrene or approved equal. Insulation shall conform to CGSB 41-GP-14a Type 4, Class B and be suitable for under slab on-grade use. Tape the joints as required.



### 1. Materials

- .1 Formwork Lumber: Plywood and wood formwork materials to CAN 3-A23.1-M77.
- .2 Reinforcing Bars: Billet or rail steel grade 400 MPa for main reinforcement and 350 MPa grade for stirrups to CSA 30 1972.
- .3 Cement: To CAN 3-A5-M77.
- .4 Water, fine and coarse aggregates to CAN 3-A23.1-M77.
- .5 Air entraining and chemical admixtures to CAN 3-A226-M78.
- .6 Chemical Hardeners: Magnesium fluosilicate and zinc fluosilicate blend.

### 2. Concrete

- .1 Proportion normal density concrete to CAN3-A23.1-M77. Clause 14 use Type 1 cement to give a minimum compressive strength of 25 MPa in 28 days for Class A exposure with 20 mm nominal size coarse aggregate, slump at point and time of discharge 75 mm, air content 6% to 8%. Submit mix design for review.
- .2 Use of Calcium Chloride not permitted.
- .3 Place concrete in accordance with CAN3-A23.1-M77.
- .4 Obtain Engineer's approval of proposed method of protection of concrete during placing and curing in cold weather conditions.

### 3. Reinforcement

- .1 Submit 5 sets of shop drawings for review.
- .2 Fabricate and place reinforcement to CAN-A23.1-M77.
- .3 Obtain Engineer's approval reinforcement placing before placing concrete.

### 4. Testing

- .1 Supply only test cylinders at the job site ready for testing.
- .2 The Engineer will prepare the tests and arrange for the testing.

5. Floor Finish

- .1 Do floor finishing to CAN3-A23.1-M77.
- .2 Float surface with wood or steel float with power finishing machine.
- .3 Finish with wood trowel and broom for non-skid finish.
- .4 Apply chemical hardener to manufacturer's instructions.