

Camp Yogi Society

Nicole Gardner - Executive Director
Rose Pratt - Board Director

November 27, 2019

Camp Yogi Society(CYS)

- Located southeast shore of Gregoire Lake
- Near the Hamlet of Anzac, Alberta
- Non-Profit Society was formed by St. Johns, Knights of Columbus and the Catholic School Board.
- 1985 CYS was formed
- 1986 a 21 year lease was approved and land expanded to 7.63 acres



Camp Yogi Vision / Mission / Values

- VISION - where are we going long-term

CYS is a globally inclusive, world-class facility for the benefit of all.

- MISSION - how are we getting there (mid-term)

To sustainably maintain a positive impact on our region and enhance the quality of life by providing a gathering place.

- CYS VALUES - how is our mission represented (mid-term)

PROSPERITY-FAMILY-EDUCATION-RECREATION

- Demographic / community served – urban, rural – regional/RMWB
- Capital project – Re-build of Camp Yogi Society site (facility, cabins)
- To complete the re-build to provide facility and location to the Region.

Community Impact

- CYS capital project will provide a recreation site and facility that will be vibrant location we can be proud of as a Region. The site will promote tourism and economic development in both rural and urban areas of our Region. Partnerships between urban, rural, Indigenous groups and communities will grow and prosper with the use of the facility and site.
- The project will promote and support local business and arts and culture. Provide more opportunities to schools, churches, scouts, cadets, group and organizations.
- The Region needs more accessible facilities, recreation locations and growth in tourism.

Additional Information

- Camp Yogi is a jewel in our Municipality.
- It has been enjoyed by many students, family reunions, weddings, retreats, company BBQs, Winterfest, Cultural, Spiritual events, etc.
- Many tourists have enjoyed the site over 30 years.
- It has been a self sustaining operation since the inception, and will continue in future years.
- The lease was renewed in 2007, ending in 2032 with two additional 10 year terms optional.
- The board is working with Wood Buffalo Economic Development Corporation and the RMWB to revive this facility.
- A business plan has been developed with continuing upgrades.

2020 Grant Request

| | Total Cost | Other Funding Sources | Grant Request |
|-------------------------|---------------------|------------------------------|----------------------|
| Consultant Fees | \$ 20,000 | \$20,000 | - |
| Contract Admin Fees | \$ 5,000 | \$5,000 | - |
| General Construction | \$ 658,293 | \$375,000 | \$283,292 |
| Equipment & Furnishings | \$ 200,000 | \$200,000 | - |
| Contingency/Misc. | \$ 300,000 | \$300,000 | - |
| Total | \$ 1,183,293 | \$ 900,000 | \$ 283,293 |

Questions?

Camp Yogi Society
2020 Community Capital Grant Analysis

CIP Grant Summary:

| 2017 | 2018 | 2019 | 2020 Request | 2020 Recommended by CIP | Variance Recommended vs. Requested |
|------|------|------|--------------|-------------------------|------------------------------------|
| - | - | - | 283,300 | 283,300 | - |

| Fiscal Year End | Total Expenses | Unrestricted Net Assets |
|-------------------|----------------|-------------------------|
| December 31, 2018 | 6,302 | 1,168,075 |

Notes:

Project Name: Camp Yogi Society Re-build - Accommodations/Cabins

Supports Strategic Plan Priorities 1i (Partnerships with Social Profits); 3b (Business Attraction and Incentives); 3e (Shop Local Program); 3f (Supports Arts and Culture).

Net Assets have been recorded as "Unrestricted", but are held in reserve for the rebuild of Camp Yogi. The construction of the main building and landscaping began in 2019. The recommended Community Capital Grant is to offset construction of 5 accommodations/cabins.

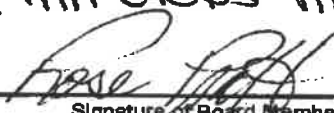
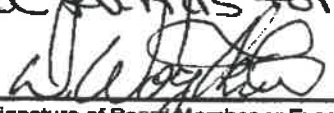
| Budget Line Description | 2020 Total Cost | 2020 Recommended |
|-----------------------------|-------------------|-------------------|
| Estimated Project Costs | 933,300 | 283,300 |
| Less: Other Funding Sources | (650,000) | - |
| Total Grant Request | \$ 283,300 | \$ 283,300 |

Community Capital Grant Part A - Organization Summary

| | |
|------------------------------|---------------------------|
| Organization Name: | CAMP YOGI SOCIETY |
| Street Address: | 7-232 STONY MOUNTAIN ROAD |
| City/Hamlet: | ANZAC |
| Province: | ALBERTA |
| Postal Code: | T0P 1J0 |
| Phone Number: | 780-334-2679 |
| Website: | s.17 (1) |
| Fiscal Year End: | December 31 |
| Act Registered Under: | Societies Act (Alberta) |
| Registration Number: | 503391039 |

Note: Organization must be in good standing to receive funding.

| | |
|--------------------------------|---------------------|
| Main Contact | |
| Title: | Board administrator |
| Name: | Nicole Gardner |
| Daytime Phone: | 780-334-2679 |
| Email Address: | s.17 (1) |
| Executive Director | |
| Name: | Rose Pratt |
| Daytime Phone: | s.17 (1) |
| Email Address: | s.17 (1) |
| Board Chair / President | |
| Name: | Darryl Woytkiw |
| Daytime Phone: | s.17 (1) |
| Email Address: | s.17 (1) |

| | |
|--|--|
| Declaration of Board Members - In making this application, we, the undersigned, confirm that we are authorized by the applicant organization to complete the application and hereby represent to the Regional Municipality of Wood Buffalo's Community Investment Program and declare that to the best of our knowledge and belief, the information provided is truthful and accurate, and the application is made on behalf of the above-named organization and with the Board of Directors' full knowledge and consent. | |
|  Signature of Board Member (must have signing authority) |  Signature of Board Member or Executive Director (must have signing authority) |
| ROSE PRATT | DARRYL WOYTKIW |
| Print Name | Print Name |
| 2019-10-01 | 2019-10-01 |
| Date: (Year-Month-Day) | Date: (Year-Month-Day) |



Part B - Board Questionnaire

How often does the Board of Directors meet?

once a month

Minimum number of board members according to bylaws:

7

Number of board members:

Currently: 7

2018:

7

2017:

5

Describe measures being undertaken to fill vacant spots if minimum board members are not met:

The community is notified by social media, newsletter and information posted at local business to show there is an open position and encourage residents to come forward to be a board member. It will be advertised until the position is filled. The most successful way is by word of mouth through current board members and residents.

Please list current Board of Directors:

[illegible]

Part B - Board Questionnaire

Are any board members being paid, or receiving an honorarium, for being on the Board or for other positions in the organization outside of their role on the Board? Yes ☐ No ☒

If yes, complete the following table:

| Board member name | Paid role on the board / organization | Amount received |
|-------------------|---------------------------------------|-----------------|
| | | |
| | | |
| | | |

What are the restrictions (if any) on becoming a member of the organization or participating in programs or services?

- has attained the age of 18
- resides in the Wood Buffalo Region
- has been approved for membership by a majority ballot vote of the members
- has agreed to honor, uphold and support the objects of Camp Yogi

How often does the Board review the financial position of the organization? What efforts have been made in the past fiscal year to increase the number and types of financial support for the organization?

The Camp Yogi Society reviews its financial position at every board meeting (approx once per month) and at the yearly AGM.

The board has applied for a Provincial Grant for Administration costs and is waiting for response.

The boards current funds are from the Insurance money resulting from the 2016 fire. They are restricted to the re-build costs. (Insurance funds do not cover the full rebuild costs)

The personal information collected in this application is collected under the authority of section 33(c) of Alberta's Freedom of Information and Protection of Privacy (FOIP) Act. It will be used to process the application and contact you if needed, during the review of this application. If you have any questions about the collection and use of the personal information you may contact the Manager, Community Investment Program, at 9909 Franklin Avenue, Fort McMurray, AB T9H 2K4 or at (780) 743-7918.

Part C - Business Case

The Community Capital Grant program is used to support the construction, expansion or renovation of recreational, social and cultural facilities in the region. Community Capital Grants are executed through agreements with community groups and non-profit organizations that operate the facilities.

Project Name: CAMP YOGI SOCIETY RE-BUILD

EXECUTIVE SUMMARY

Summarize the purpose and importance of the project. Include the following (where applicable): explain the nature of the project (what it is) and indicate whether the project is to replace existing facilities or equipment. Indicate if the project is an existing project and explain why there is a funding shortfall at the current phase or if there are any changes to the project and why. Summarize the probable impact on the environment; reason why this project is necessary; benefits of the project, indicating the impact on service delivery standards; duration of the project (from predesign to completion). Indicate the consequences and impact of not doing the project, as well as any major constraints or risks involved with the project.

Text CANNOT exceed box. More detail/space available on following pages.

The project is to replace structures lost as a result of the 2016 wildfire. The project to rebuild has started in 2019. The amount of insurance monies does not cover the re-build.

The project is needed to promote economic development, tourism and growth in the Region.

It is a regional tourism attraction. The facility and grounds are to enhance and educate the youth in the Region. To promote Spiritual and Cultural programs and events for the Region.

Through churches, schools, Metis and First Nation 468 the facility and grounds can provide an opportunity for youth to have retreats and camps to learn and experience nature and the surrounding environment.

It is an opportunity for residents, groups, organizations, business and Industry of the Region to have a space and facility to rent for events, programs, projects and special occasions.

The project duration : approx: January 2019 to December 31 2020.

If the project is not completed there will be an impact to the region as a whole - The need to have a outdoor space and facility for recreational and educational use to the youth, indigenous, groups, schools, organizations, churches, business and residents is extremely important and needed for the whole Region.

The Insurance funds are not adequate to cover the costs of the entire rebuild. (under-insured)

The rebuild includes: facility building-deck, 5- eight man cabins, clean-up and landscaping.

The million dollars received covers administration costs to correct and bring the society up to date. It also allows us to put in the main facility. We are looking to Provincial, Federal and local ways to cover the costs of the remainder of the site.



Part C - Business Case

STRATEGIC PLAN GOAL

The Regional Municipality of Wood Buffalo 2018-2021 Strategic Plan focuses on the vision of a vibrant, sustainable region we are proud to call home. It identifies four key strategic priorities to achieve this goal: Responsible Government, Downtown Revitalization, Regional Economic Development, and Rural and Indigenous Communities and Partnerships. The Community Investment Program aims to assist non-profit agencies to achieve the goals and objectives outlined in the Municipal Strategic Plan.

The Community Capital Grant is available to support facilities that contribute to the key strategic priorities identified above and are either owned by the Municipality and operated by a community group or non-profit organization (asset implications for the Municipality); or are owned and operated by community groups and organizations directly (no asset implications for the Municipality).

Please indicate which category is applicable to this application:

1. Responsible Government

- | | |
|---|---|
| <input type="checkbox"/> a. Fiscal Responsibility | <input type="checkbox"/> h. Intergovernmental Relations |
| <input checked="" type="checkbox"/> b. Shared Services | <input checked="" type="checkbox"/> i. Partnerships with Social Profits |
| <input type="checkbox"/> c. Fiscal Responsible Budgets and Financial Plans | <input checked="" type="checkbox"/> j. Implement Lessons Learned (2016 Wildfire Review) |
| <input type="checkbox"/> d. Asset Management | <input checked="" type="checkbox"/> k. Wildfire Recovery |
| <input checked="" type="checkbox"/> e. Developing Our People | <input type="checkbox"/> l. Public Engagement Strategy |
| <input checked="" type="checkbox"/> f. Foster equality, diversity and inclusion in the region | <input type="checkbox"/> m. Youth |
| <input checked="" type="checkbox"/> g. Accessibility | <input type="checkbox"/> n. Whistleblower Initiative |

2. Downtown Revitalization

- | | |
|---|--|
| <input type="checkbox"/> a. Encourage Development in the Downtown | <input type="checkbox"/> e. Riverfront Master Planning & Revitalization |
| <input type="checkbox"/> b. Establish Municipal Land Inventory | <input type="checkbox"/> f. Review of the Municipal Development Plan (MDP) |
| <input type="checkbox"/> c. Incentives to Update Store Fronts | <input type="checkbox"/> g. Aging in Place Facility |
| <input type="checkbox"/> d. Clear Land Use Plans and Regulations | |

3. Regional Economic Development

- | | |
|--|--|
| <input type="checkbox"/> a. Work with Industry and Suppliers - Fly in, Fly Out | <input type="checkbox"/> d. Economic Gardening and Pop Up Stores |
| <input checked="" type="checkbox"/> b. Business Attraction and Incentives | <input checked="" type="checkbox"/> e. Shop Local Program |
| <input type="checkbox"/> c. Small Business Incubator | <input checked="" type="checkbox"/> f. Support Arts and Culture |

4. Rural and Indigenous Communities and Partnerships

- | | |
|---|---|
| <input type="checkbox"/> a. Truth and Reconciliation Commission Calls to Action | <input type="checkbox"/> f. Inclusion and Partnerships (Rural Coalition) |
| <input type="checkbox"/> b. Indigenous Consultation | <input type="checkbox"/> g. Advocate for Rural and Indigenous Communities |
| <input type="checkbox"/> c. Delivery of Water and Sewer Servicing | <input type="checkbox"/> h. Transportation Strategy |
| <input type="checkbox"/> d. Amalgamation Review | <input type="checkbox"/> i. Rural Operational Efficiencies and Cost Savings |
| <input type="checkbox"/> e. Emergency Management | |

Part C - Business Case

Describe how the project aligns with the 2018 - 2021 Strategic Plan:

The program promotes the objective to have a vibrant sustainable region.
It will encourage tourism and Regional Economic Development in the entire Region.

- promote events, programs and projects
- promotes personal events (weddings etc)
- promotes school and church programs events
- promotes environment and recreation
- Encourages Rural and Indigenous Communities and Partnerships

All of the above will promote and increase local and region business and tourism. Encourage environmental and recreational activities.
Provide the availability of an outdoor/environmental/recreational facility and site to the Region.

ANALYSIS

Justification:

What is the purpose for this project? Growth

What is the community need that this project will address?

The need to have available outdoor, recreational facility and space for use by the entire Region.
To promote environmental education (schools, churches etc)
To promote local and regional business by promoting tourism
To provide a location and facility that will promote Cultural, Spiritual and Educational events, programs and projects
To provide a facility and space that will be utilized by residents of the Region for personal use (weddings, reunions etc)

The community need to grow is always there. This will help promote the local community, business and Promote the Region and encourage tourism.

Part C - Business Case

How was the need determined?

The need for a outdoor space and facility has always been a need within the Region. There is not a lot of outdoor recreational, environmental and facility that is available. The need for this type of project is strongly needed within a Region that does not have a lot of available facilities of this nature.

What will be the positive impacts to the community?

- site sustainability
- promote local and Regional business
- Promote business and Economic Development to the Region
- promote tourism both locally and Regionally
- provide the Region a space and facility for use by all residents and groups in both urban and rural.
- promote Cultural and Spiritual
- promote the environment and Recreation activities

IMPLEMENTATION

Estimated Schedules:

Please enter the quarter and year in each box (e.g., Q1-2019):

| Project Planning | Predesign | Design | Construction | Completion |
|------------------|-----------|--------|--------------|------------|
| done | done | done | 2019 | 2020 |

Annual Project Cash Flow, Capital Budget and Plan:

Please identify the cashflow for each quarter:

| | Q1 | Q2 | Q3 | Q4 | 2020 Total |
|-------------------------------|----------------|---------------|---------------|---------------|---------------|
| Consultant Fees | 20,000.00 | | | | 20,000.00 |
| Contract Administration Fees | 5,000.00 | | | | 5,000.00 |
| General Services - Contracted | 197,487.88 | 131,658.57 | 131,658.57 | 197,487.84 | 658,292.86 |
| Equipment & Furnishing | | | 100,000.00 | 100,000.00 | 200,000.00 |
| Miscellaneous | -900,000.00 | | 100,000.00 | 150,000.00 | -650,000.00 |
| Contingency | | | 25,000.00 | 25,000.00 | 50,000.00 |
| | -\$ 677,512.12 | \$ 131,658.57 | \$ 356,658.57 | \$ 472,487.84 | \$ 283,292.86 |



Part D - Total Cost of Ownership

Total Cost of Ownership (TCO) is an analysis meant to consider all the lifetime costs that follow from owning certain kinds of assets. Below are a series of questions intended to ensure the costs associated with operating and maintaining the asset(s) that are to be constructed/acquired are considered, per the business case. For assistance with this section, please work with a Community Investment Coordinator.

Estimated Life of Asset (in years):

50

What will be the operational implication to the Municipality if this Capital Grant is approved:

☒ No Sustaining Grant required

If no grant required, proceed to pg. 10

☐ Current Sustaining Grant remains unchanged to operate facility

If no increase, proceed to pg. 10

☐ Current Sustaining Grant increase required to operate facility

☐ Current Sustaining Grant decrease to operate facility

☐ Sustaining Grant (new) required to operate facility

Operational Requirements Upon Project Completion

Please describe the operational requirements that will exist upon completion of this project. Include the following: headcount requirement (e.g. number of full time employees, part time employees), licenses and permits, insurance premiums, IT requirement (e.g. hardware, software, support), maintenance assumptions (e.g. repairs and maintenance, janitorial services), utility requirements (e.g. natural gas, heating oil, electricity, water and sewage), training needs, and any operational requirements.

1 full-time administrator

- management and bookings of site

contract position: grounds keeper

contract position: maintenance

contract position: janitorial

- required permits for the building (kitchen AHS etc)

- business license

- Insurance premiums (board, land, buildings)

- Power - gas - water - sewer

- garbage requirements (bins)

- sound system, Internet, phone

- building maintenance, upkeep and repairs

- supplies (administration/ cleaning etc)

-equipment

Part D - Total Cost of Ownership

Additionally Required Operational Costs

Include only the **additional** expected revenue that would be generated if this Capital Grant is approved (e.g., increase program revenue, ticket sales, event sales, grants, donations, etc.).

Existing revenues shall not be included here.

| Source of Increased Revenue | Revenue |
|------------------------------|----------------------|
| increase in location rentals | 25,000.00 |
| increase in facility rentals | 75,000.00 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| Total | \$ 100,000.00 |

Include only the **additional** expected expenses that would be generated if this Capital Grant is approved (e.g., increase staff costs, utilities, etc.). Include expenses listed on previous page.

Existing expenses shall not be included here.

| Source of Increase Expenses | Expenses |
|---|----------------------|
| full-time administrator | 70,000.00 |
| contract position - grounds keeper | 15,000.00 |
| contract position - maintenance | 10,000.00 |
| contract position - janitorial | 10,000.00 |
| | |
| permits/business licence | 2,500.00 |
| insurance premiums | 10,000.00 |
| power/gas/water/sewer | 15,000.00 |
| sewer/power/gas hook-up to building | 75,000.00 |
| large surround-deck on main facility | 30,000.00 |
| landscaping (7 acres) | 60,000.00 |
| garbage requirements (bins) | 3,000.00 |
| sound system, Internet, phone | 3,000.00 |
| supplies (administration, cleaning etc) | 10,000.00 |
| MISC (UNFORSEEN EXPENSES) | 50,000.00 |
| | |
| | |
| | |
| | |
| Total | \$ 363,500.00 |

New or Increased / (Decreased) Sustaining Grant: \$ 263,500.00



Capital Grant Request

Project Name CAMP YOGI SOCIETY RE-BUILD \$ 283,292.86

Project Category Parks/Recreation **Project Location** Anzac

Type of Project Capital Grant **Ward** 4 - Conklin/Janvier/Anzac/Greco

Municipal Function 72 - Recreation Bldg. & Facility

Project Description and Scope

The project is to replace structures lost as a result of the 2016 wildfire. The project to rebuild has started in 2019. The amount of insurance monies does not cover the re-build.

The project is needed to promote economic development, tourism and growth in the Region.

It is a regional tourism attraction. The facility and grounds are to enhance and educate the youth in the Region. To promote Spiritual and Cultural programs and events for the Region.

Through churches, schools, Metis and First Nation 468 the facility and grounds can provide an opportunity for youth to have retreats and camps to learn and experience nature and the surrounding environment.

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The project duration : approx: January 2019 to December 31 2020.

If the project is not completed there will be an impact to the region as a whole - The need to have a outdoor space and facility for recreational and educational use to the youth, indigenous, groups, schools, organizations, churches, business and residents is extremely important and needed for the whole Region.

The Insurance funds are not adequate to cover the costs of the entire rebuild. (under-insured)

The rebuild includes: facility building-deck, 5- eight man cabins, clean-up and landscaping.

The million dollars received covers administration costs to correct and bring the society up to date. It also allows us to put in the main facility. We are looking to Provincial, Federal and local ways to cover the costs of the remainder of the site.

Total Cost of Investment

| One-Time Capital Grant (A) | Operational and Maintenance Cost (Additional Sustaining Grant) Over 50 Years (B) | Total Cost of Investment (A) + (B) |
|-------------------------------|---|---------------------------------------|
| \$ 283,292.86 | \$ 10,675,000.00 | \$ 10,958,292.86 |

Business Case created by Darryl Woytkiw

Project Sponsor Branch Community Investment Program

Project Sponsor Department Community Services

Project Delivery Integrity Builders

OCTOBER 3/2019

THE FUNDS THE CYS CURRENTLY HAS ARE THE FUNDS FROM THE INSURANCE CLAIM FROM THE 2016 FIRE.

ALL FUNDS ARE RESTRICTED TO THE RE-BUILD AND COST OF BRINGING THE CYS FILES AND CERTIFICATION TO CURRENT STATUS FROM THE GOVERNMENT.

I HAVE ENCLOSED THE DOCUMENTATION THAT I CURRENTLY HAVE REGARDING THE RE-BUILD.

SOME DOCUMENTATION IS WITH THE FILES SENT TO THE RMWB FOR OUR BUILDING PERMIT REQUEST.

WE HAVE NOT RECEIVED THE PACKAGE BACK AT THIS TIME.

CAMP YOGI SOCIETY
Financial Statements
Year Ended December 31, 2018
(Unaudited - See Notice To Reader)

NOTICE TO READER

On the basis of information provided by management, I have compiled the statement of financial position of Camp Yogi Society as at December 31, 2018 and the statements of revenues and expenditures and changes in net assets for the year then ended.

I have not performed an audit or a review engagement in respect of these financial statements and, accordingly, I express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.



Fort McMurray, Alberta
June 24, 2019

MATTHEW J. CREIGHTON PROFESSIONAL CORPORATION
CHARTERED ACCOUNTANT

CAMP YOGI SOCIETY
Statement of Financial Position
December 31, 2018
(Unaudited - See Notice To Reader)

| | 2018 | 2017 |
|---|---------------------|---------------------|
| ASSETS | | |
| CURRENT | | |
| Cash | \$ 1,145,326 | \$ 1,128,024 |
| Goods and services tax recoverable | 4,975 | 3,621 |
| Prepaid expenses | 2,500 | - |
| | 1,152,801 | 1,131,645 |
| CAPITAL ASSETS (Net of accumulated amortization) | 17,725 | - |
| | \$ 1,170,526 | \$ 1,131,645 |
| LIABILITIES AND NET ASSETS | | |
| CURRENT | | |
| Accounts payable | \$ 2,451 | \$ 8,826 |
| NET ASSETS | 1,168,075 | 1,122,819 |
| LIABILITIES AND NET ASSETS | \$ 1,170,526 | \$ 1,131,645 |

ON BEHALF OF THE BOARD

N. Fencic Director
Jordan Hoppin Director

CAMP YOGI SOCIETY
Statement of Revenues and Expenditures
For the Year Ended December 31, 2018
(Unaudited - See Notice To Reader)

| | 2018 | 2017 |
|--|-----------|------------|
| REVENUES | | |
| Rental revenue | \$ 1,000 | \$ - |
| Grant revenue | 50,000 | - |
| | 51,000 | - |
| EXPENDITURES | | |
| Insurance | 1,610 | - |
| Interest and bank charges | 29 | - |
| Office | 988 | 577 |
| Professional fees | 3,675 | 5,750 |
| | 6,302 | 6,327 |
| EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES FROM OPERATIONS | 44,698 | (6,327) |
| OTHER INCOME | | |
| Interest income | 558 | 563 |
| EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES | \$ 45,256 | \$ (5,764) |

CAMP YOGI SOCIETY
Statement of Changes in Net Assets
Year Ended December 31, 2018
(Unaudited - See Notice To Reader)

| | 2018 | 2017 |
|---------------------------------------|---------------------|---------------------|
| NET ASSETS - BEGINNING OF YEAR | \$ 1,122,819 | \$ 1,128,583 |
| Excess of revenues over expenditures | 45,256 | (5,764) |
| NET ASSETS - END OF YEAR | \$ 1,168,075 | \$ 1,122,819 |

Redline Landscaping Inc.

179 Hopegood Drive

Anzac AB T0P 1J0

(780)880-9949

redlineinc@live.com

GST/HST Registration No.: 83802 9916

**INVOICE****INVOICE TO**

Camp Yogi Society

Anzac Alberta

INVOICE # 1282**DATE** 16-09-2019**DUE DATE** 16-10-2019**TERMS** Net 30

| DESCRIPTION | QTY | RATE | TAX | AMOUNT |
|---|-----|-----------------|-----|-----------|
| LS ELM Construct 6' Chainlink fence as requested. | 1 | \$16 (1) | GST | 13,139.00 |

SUBTOTAL

13,139.00

GST @ 5%

656.95

TOTAL

13,795.95

BALANCE DUE

\$13,795.95**TAX SUMMARY**

| RATE | TAX | NET |
|----------|--------|-----------|
| GST @ 5% | 656.95 | 13,139.00 |



RETAINER BETWEEN OWNER AND CONTRACTOR

THIS RETAINER made this 6 day of JUNE A.D. 20 19

For the design of CAMP YOGI SOCIETY C/O Darryl Woytkiw

(hereinafter called the "Project")

BETWEEN

Name: Integrity Buildings Ltd
(hereinafter called the "Contractor")

Address: 48223, 338 Ave, East Okotoks, Alberta T1S 1A8

AND

Name: CAMP YOGI SOCIETY
(hereinafter called the "Owner")

Address: Bay #2 232 STONEY MTN RD TOP 110, ANZAC, AB.

AND WHEREAS the Owner has agreed with the Contractor's Corporation. The parties hereby acknowledge that Integrity Buildings Ltd. is a corporation (Alberta). The parties hereby agree that the obligations or liabilities of the corporation, including in respect of this retainer, shall not personally be binding upon, nor shall resort hereunder be had to, the property of any of the Corporation or assignees of their interest in the Corporation, but shall only be binding upon and resort may only be had to the property of the Corporation.

NOW THEREFORE THIS RETAINER WITNESSETH FOLLOWS:

ARTICLE 1 - THE WORK

- A. The Contractor shall supply all the required documents, including construction, engineering, and architectural drawings to the owner for their sole, and discretionary use.
- B. The Contractor will begin design work on or about the day that monies are received, and will carry on to complete the Work as soon as possible based on the owners input and availability.



ARTICLE 2 - PAYMENT

The Owner agrees, subject to such additions and deductions for changes as may be approved by Owner, to pay the

Contractor the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) plus all applicable taxes.

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

Contractor: Integrity Buildings Ltd

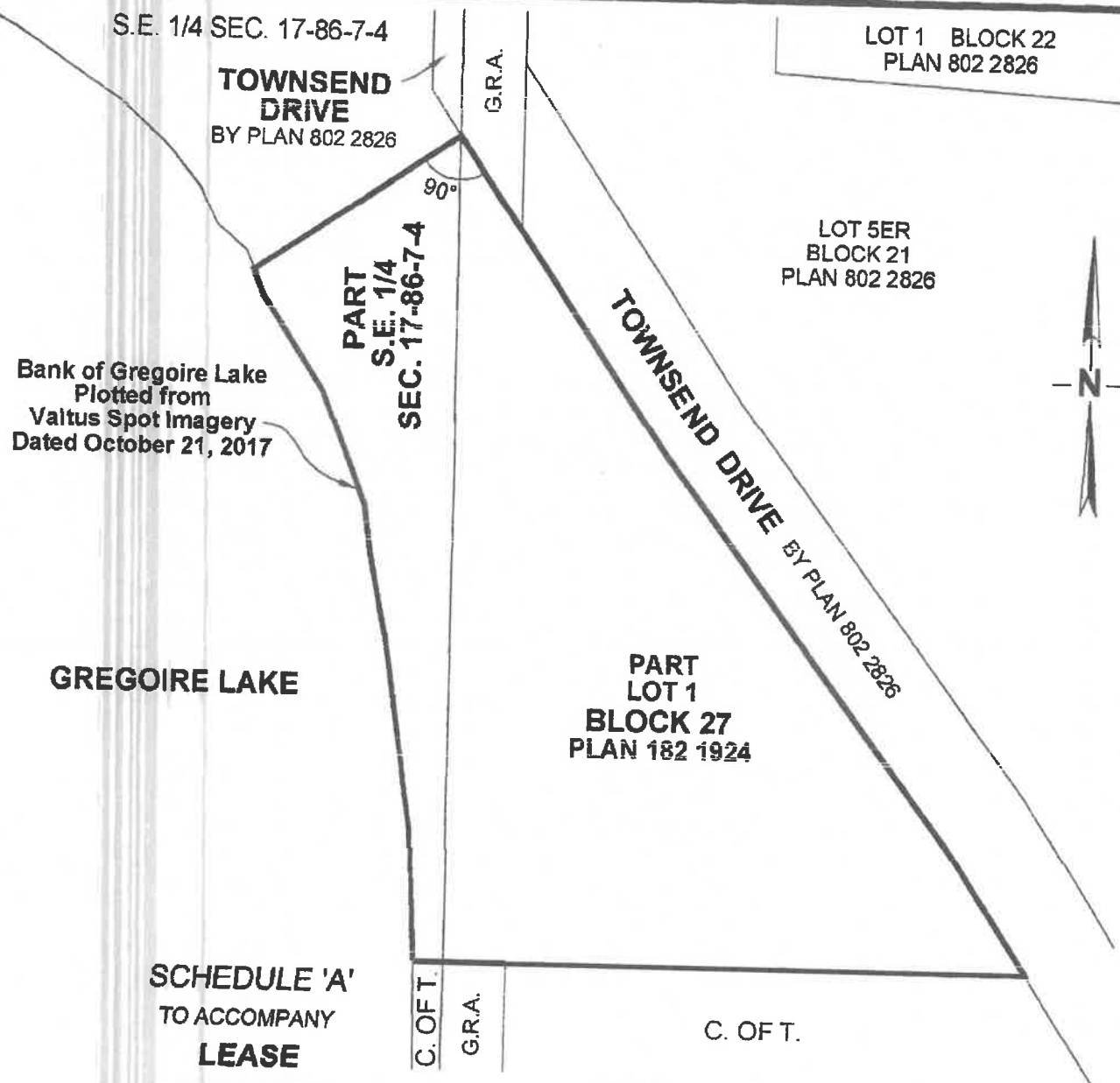
Per: (Signature) [Signature]

(Name and Title) MATT JOHNSON - GENERAL MANAGER

Owner:

Per: (Signature) _____

(Name and Title) _____



NOTE:

- Area affected by this plan shown bounded thus . . .
and contains 3.26 ha (8.06 ac.)
From Lot 1, Block 27, Plan 182 1924 : 2.51 ha (6.20 ac.)
From S.E. 1/4 Sec. 17-86-7-4: 0.750 ha (1.85 ac.)

LIST OF ABBREVIATIONS USED ON THIS PLAN

ac. Acres
ALS Alberta Land Surveyor
C. of T. Certificate of Title
G.R.A. Government Road Allowance
ha hectare
M. Meridian
N,S,E,W North, South, East, West
RGE. Range
SEC. Section
TWP. Township

METRE 0 20 40 60 80 100 120 METRE

SCALE 1 : 2000

CHALLENGER

GEOMATICS LTD.
EDMONTON - ALBERTA

Date:
FEBRUARY 12, 2019

Dwn/Chk. by:
IG/RC

Dwg. No:
18-S-52132-LEASE

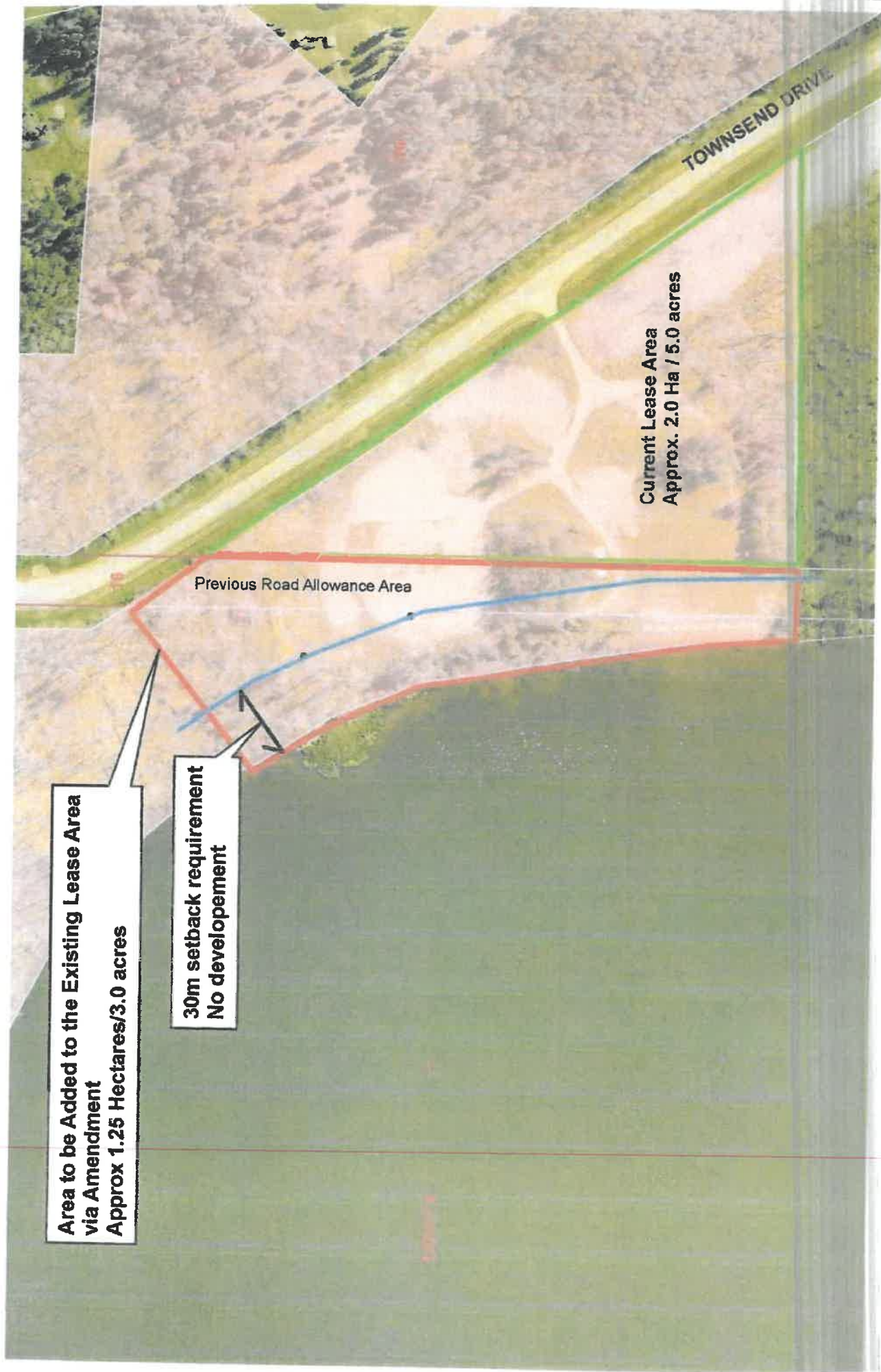
**Area to be Added to the Existing Lease Area
via Amendment
Approx 1.25 Hectares/3.0 acres**

**30m setback requirement
No development**

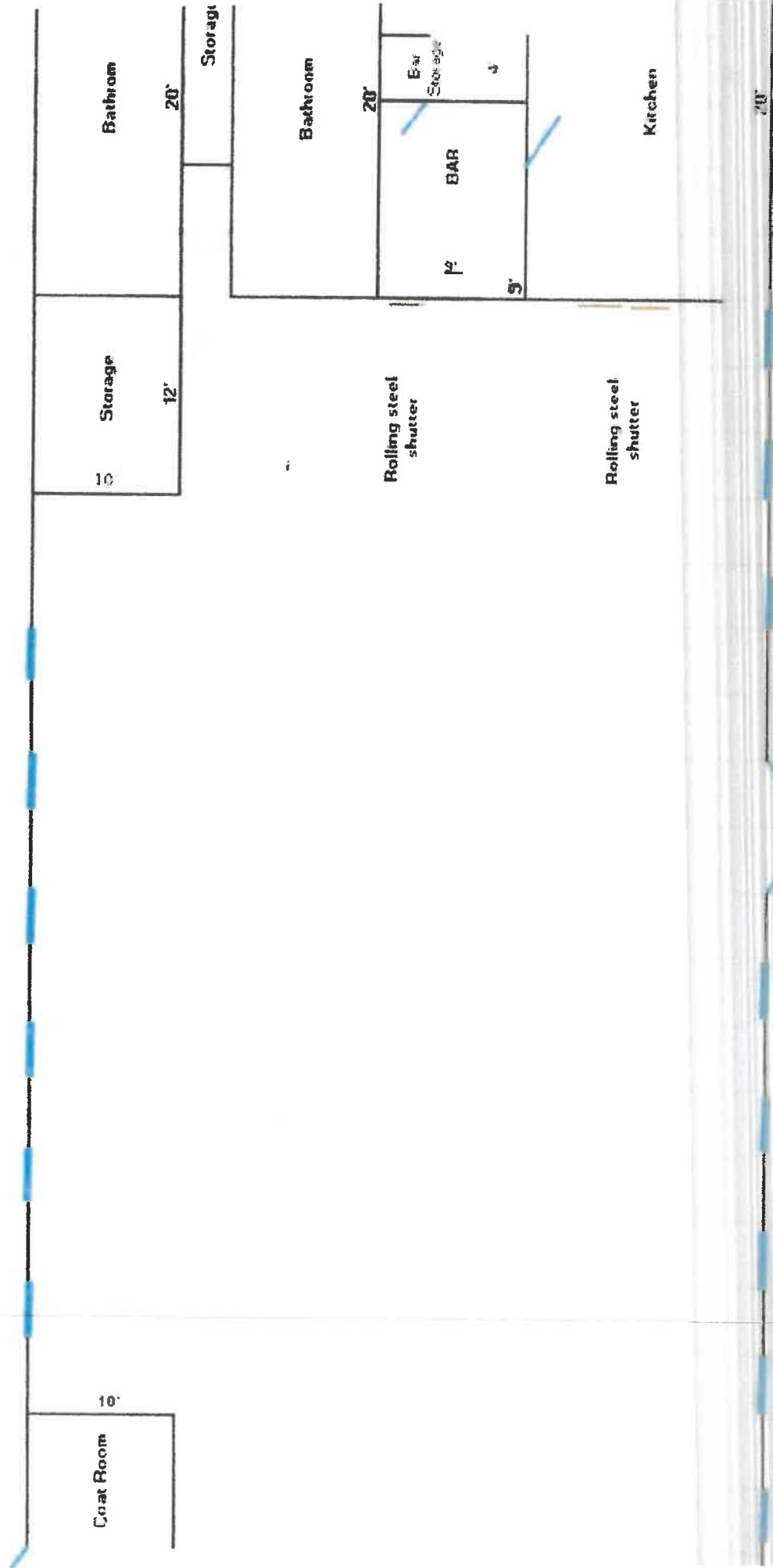
Previous Road Allowance Area

**Current Lease Area
Approx. 2.0 Ha / 5.0 acres**

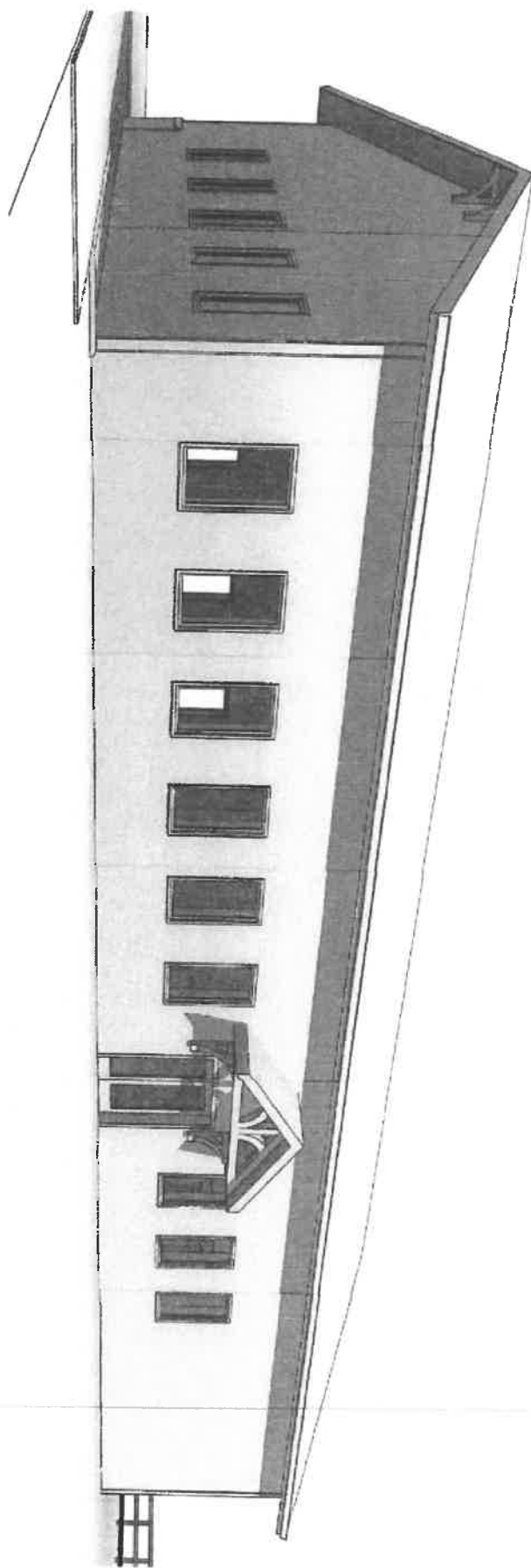
TOWNSEND DRIVE

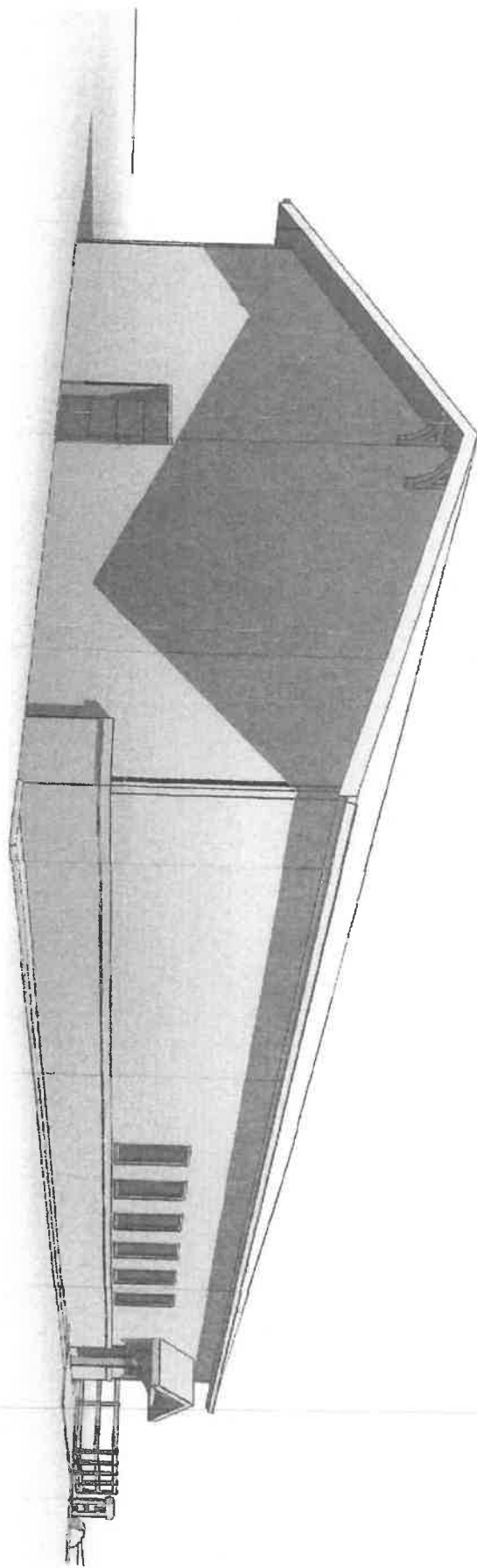


90'



LAKE VIEW





PROPOSED CLUB HOUSE CAMP YOGI SOCIETY 201 TOWNSEND DRIVE, ANZAC, WOOD BUFFALO, ALBERTA



CONCEPT VIEW

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CANADIAN BUILDING CODE, 2015, AND THE ALBERTA BUILDING CODE, 2015.
2. THE CLIENT HAS PROVIDED ALL NECESSARY INFORMATION AND PERMITS FOR THIS PROJECT.
3. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS IDENTIFIED ANY POTENTIAL ISSUES.
4. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS IDENTIFIED ANY POTENTIAL ISSUES.
5. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS IDENTIFIED ANY POTENTIAL ISSUES.
6. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS IDENTIFIED ANY POTENTIAL ISSUES.
7. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS IDENTIFIED ANY POTENTIAL ISSUES.
8. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS IDENTIFIED ANY POTENTIAL ISSUES.
9. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS IDENTIFIED ANY POTENTIAL ISSUES.
10. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS IDENTIFIED ANY POTENTIAL ISSUES.

DESIGNED BY
JAN 18 2024
PROJECT NO. 2024-001
CAMP YOGI SOCIETY
201 TOWNSEND DRIVE
ANZAC, WOOD BUFFALO, ALBERTA
T1A 6K6
2024-001-01

| NO. | REVISION | DATE |
|-----|-------------------|------------|
| 1 | ISSUED FOR PERMIT | 2024-01-18 |
| 2 | ISSUED FOR PERMIT | 2024-01-18 |
| 3 | ISSUED FOR PERMIT | 2024-01-18 |
| 4 | ISSUED FOR PERMIT | 2024-01-18 |
| 5 | ISSUED FOR PERMIT | 2024-01-18 |
| 6 | ISSUED FOR PERMIT | 2024-01-18 |
| 7 | ISSUED FOR PERMIT | 2024-01-18 |
| 8 | ISSUED FOR PERMIT | 2024-01-18 |
| 9 | ISSUED FOR PERMIT | 2024-01-18 |
| 10 | ISSUED FOR PERMIT | 2024-01-18 |



1 Aerial View
1:1000



MODERN DIMENSIONS

These drawings are prepared in accordance with the Engineering Act and the Professional Engineers Act of the Province of Alberta. The Engineer is responsible for the design and construction of the works shown on these drawings. The Engineer is not responsible for the construction of the works shown on these drawings.

PROFESSIONAL OF RECORD



BUILDER OR CONTRACTOR



INTEGRITY ENGINEERING

CONSULTANT

| # | DESCRIPTION | DATE |
|----|--------------------------|------------|
| 1 | Pre-Design/Concept Phase | 2024-01-18 |
| 2 | Design/Pre-Design | 2024-01-18 |
| 3 | Pre-Design/Pre-Design | 2024-01-18 |
| 4 | Pre-Design/Pre-Design | 2024-01-18 |
| 5 | Pre-Design/Pre-Design | 2024-01-18 |
| 6 | Pre-Design/Pre-Design | 2024-01-18 |
| 7 | Pre-Design/Pre-Design | 2024-01-18 |
| 8 | Pre-Design/Pre-Design | 2024-01-18 |
| 9 | Pre-Design/Pre-Design | 2024-01-18 |
| 10 | Pre-Design/Pre-Design | 2024-01-18 |

CAMP YOGI SOCIETY

Proposed Club House

Cover Page

| NO. | REVISION | DATE |
|-----|-------------------|------------|
| 1 | ISSUED FOR PERMIT | 2024-01-18 |
| 2 | ISSUED FOR PERMIT | 2024-01-18 |
| 3 | ISSUED FOR PERMIT | 2024-01-18 |
| 4 | ISSUED FOR PERMIT | 2024-01-18 |
| 5 | ISSUED FOR PERMIT | 2024-01-18 |
| 6 | ISSUED FOR PERMIT | 2024-01-18 |
| 7 | ISSUED FOR PERMIT | 2024-01-18 |
| 8 | ISSUED FOR PERMIT | 2024-01-18 |
| 9 | ISSUED FOR PERMIT | 2024-01-18 |
| 10 | ISSUED FOR PERMIT | 2024-01-18 |



2. IMPROVE ALCOHOL WITHIN 12 HOURS IN THE FOLLOWING WAY

[illegible]

PROFESSIONAL OF RECORD



BUILDER OR CONTRACTOR



NO. 217951B1

CONSULTANT

| # | DESCRIPTION | DATE |
|----|---------------------|------------|
| 1 | Per Performance Pay | 2019-01-01 |
| 2 | Per Performance Pay | 2019-01-01 |
| 3 | Per Performance Pay | 2019-01-01 |
| 4 | Per Performance Pay | 2019-01-01 |
| 5 | Per Performance Pay | 2019-01-01 |
| 6 | Per Performance Pay | 2019-01-01 |
| 7 | Per Performance Pay | 2019-01-01 |
| 8 | Per Performance Pay | 2019-01-01 |
| 9 | Per Performance Pay | 2019-01-01 |
| 10 | Per Performance Pay | 2019-01-01 |

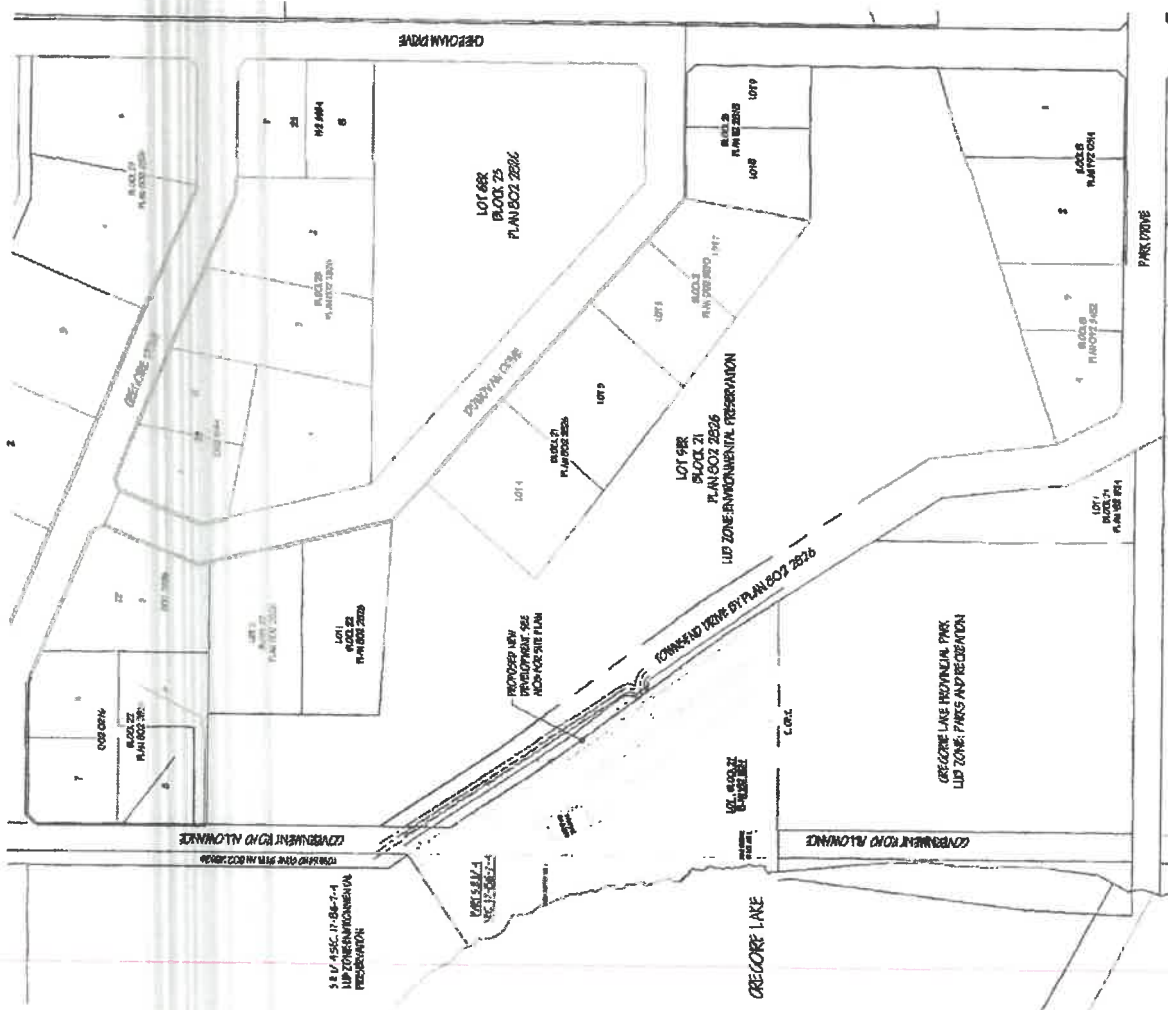
CAMP YOGI SOCIETY

Proposed Club House

Wetland

302

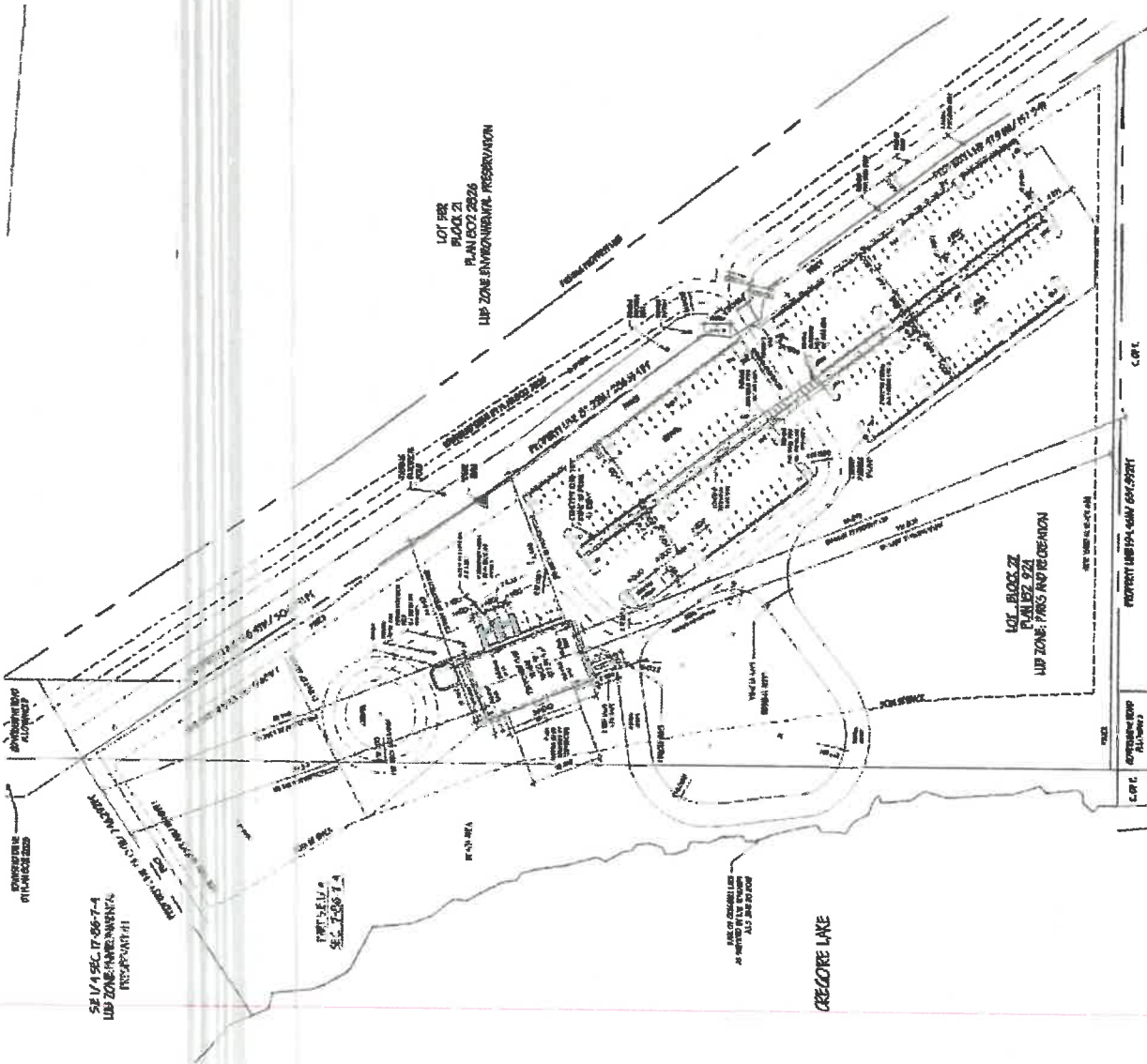
| | | |
|-------------|-------------|----------|
| DATE | NO. | REVISION |
| DESCRIPTION | QTY | |
| PROD. CT | 1000-10-000 | |
| SCALE | 1"=100' | |



1 Key Plan
1 1200



SE 1/4 SEC 17 06-7-4
LUB ZONE: HARBORVIEW
PROJECT: 011



① Site Plan
1:100

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE NOTED

OWNER: CAMP YOGI SOCIETY
PROJECT: PROPOSED CLUB HOUSE
SITE: 100-0-0000
DATE: 2019-09-25

PROPOSED CLUB HOUSE
LOT 100-0-0000
LUB ZONE: HARBORVIEW
PROJECT: 011

PROPOSED CLUB HOUSE
LOT 100-0-0000
LUB ZONE: HARBORVIEW
PROJECT: 011

PROPOSED CLUB HOUSE
LOT 100-0-0000
LUB ZONE: HARBORVIEW
PROJECT: 011



MODERN DIMENSIONS

Professional Engineer
Alberta
No. 12345
Expiry: 2024-12-31

PROFESSIONAL OF RECORD



BUILDER OR CONTRACTOR



INTEGRITY CONSULTANTS

CONSULTANT

| # | DESCRIPTION | DATE |
|----|-------------|------------|
| 1 | Site Plan | 2019-09-25 |
| 2 | Site Plan | 2019-09-25 |
| 3 | Site Plan | 2019-09-25 |
| 4 | Site Plan | 2019-09-25 |
| 5 | Site Plan | 2019-09-25 |
| 6 | Site Plan | 2019-09-25 |
| 7 | Site Plan | 2019-09-25 |
| 8 | Site Plan | 2019-09-25 |
| 9 | Site Plan | 2019-09-25 |
| 10 | Site Plan | 2019-09-25 |

CAMP YOGI SOCIETY

Proposed Club House

Site Plan

| REVISION | DATE | BY | APP'D |
|----------|------------|----|-------|
| 1 | 2019-09-25 | JD | JD |
| 2 | 2019-09-25 | JD | JD |
| 3 | 2019-09-25 | JD | JD |
| 4 | 2019-09-25 | JD | JD |
| 5 | 2019-09-25 | JD | JD |
| 6 | 2019-09-25 | JD | JD |
| 7 | 2019-09-25 | JD | JD |
| 8 | 2019-09-25 | JD | JD |
| 9 | 2019-09-25 | JD | JD |
| 10 | 2019-09-25 | JD | JD |

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

SE 1/4 SEC 17-86-7-4
LAND ZONE ENVIRONMENTAL
PRESERVATION

7-7-A
NINTH

PART 5.E.1/4
SEC 7-86-7-4

2000

Verdict

LOT 502
BLOCK 21
PLAN 802 2826
LULU ZONE ENVIRONMENTAL PRESERVATION

ORDERED FOR BY PLAN 573 2324

0 1710
 01/20/2014
 1710

RESEARCH REPORT

CREGORE LAKE

LOT 1, BLOCK 27
PLAN 821924
LIES ZONE: PHS AND RECREATION

CONFIDENTIAL

PROPERTY LINE 194 46 MJ 057 99741

50



MODERN DIMENSIONS

...the ...

PROFESSIONAL OF RECORD



BUILDER OR CONTRACTOR



44139110H

CONSULTANT

| # | DESCRIPTION | DATE |
|----|-----------------------------|------------|
| 1 | For Remodeling Permit | 2019-07-11 |
| 2 | Received for VDP | 2019-08-27 |
| 3 | For Building Permit | 2019-08-21 |
| 4 | For Building Permit | 2019-07-01 |
| 5 | For Court Invoice | 2019-09-10 |
| 6 | Received 102464 | 2019-08-16 |
| 7 | Received BP Building Permit | 2019-09-24 |
| 8 | | |
| 9 | | |
| 10 | | |

CAMP YOGI SOCIETY

Proposed Club House

Phrasing Plan

| | | | |
|----------|----------|--------|------------|
| ADVISORY | AM | A102-2 | PERMISSION |
| ADVICE | AC | | |
| ADVICE | AD-15-67 | | |
| SCALE | 1:400 | | |

Site Plan - Phasing Plan

1



MODERN DIMENSIONS

Professional Engineer
Alberta
Professional Engineer
Alberta
Professional Engineer
Alberta



BUILDER OR CONTRACTOR



CONSULTANT

| # | DESCRIPTION | DATE |
|----|-----------------|------------|
| 1 | Perforated Pipe | 2006-09-08 |
| 2 | Standard 4" DP | 2006-09-08 |
| 3 | Perforated Pipe | 2006-09-08 |
| 4 | Perforated Pipe | 2006-09-08 |
| 5 | Perforated Pipe | 2006-09-08 |
| 6 | Perforated Pipe | 2006-09-08 |
| 7 | Perforated Pipe | 2006-09-08 |
| 8 | Perforated Pipe | 2006-09-08 |
| 9 | Perforated Pipe | 2006-09-08 |
| 10 | Perforated Pipe | 2006-09-08 |

CAMP YOGI SOCIETY

Proposed Club House

Site Servicing

| REVISION | DATE | BY | CHKD | PROJECT | SCALE |
|----------|------------|----|------|----------|----------|
| 1 | 2006-09-08 | JM | CH | PROJ-001 | As Shown |

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED

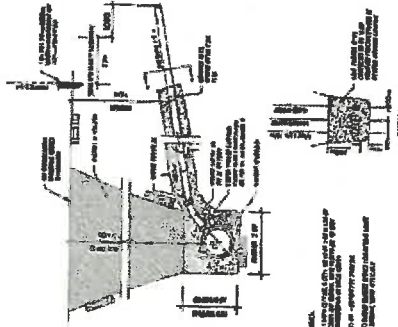
1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED

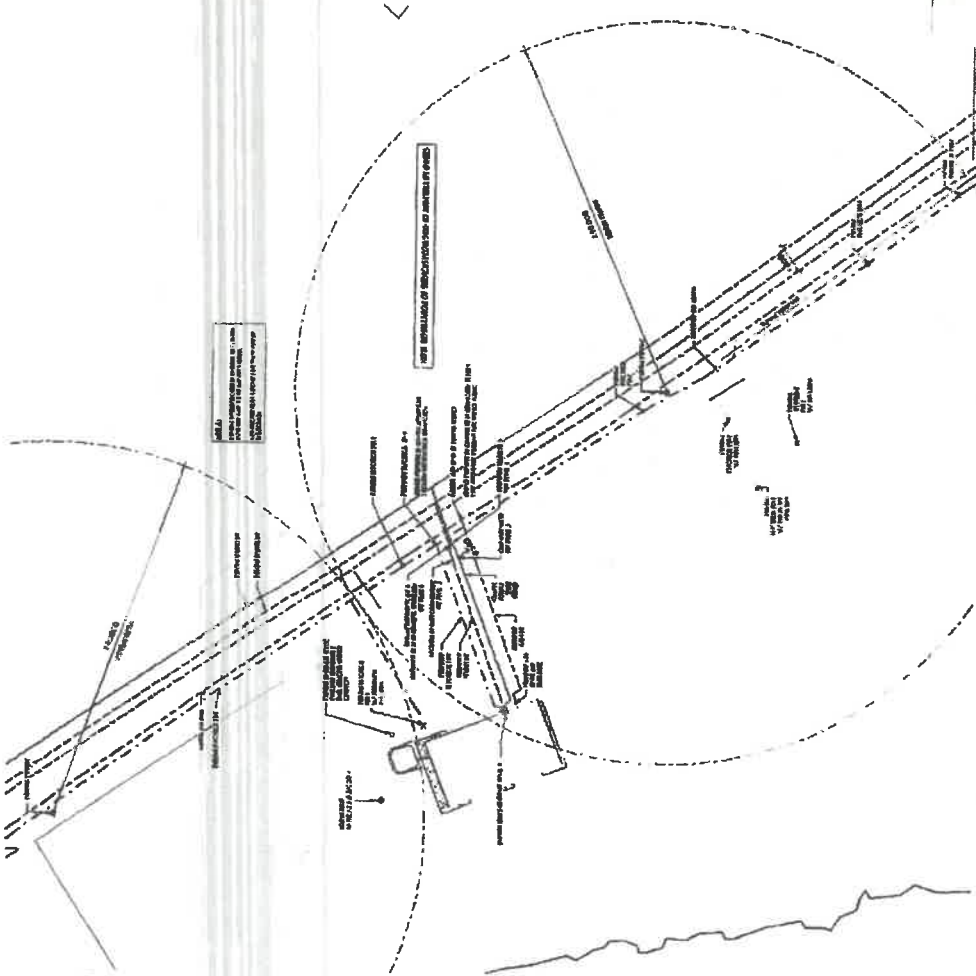
1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED

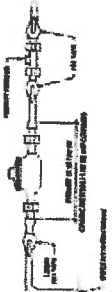
1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED



6. Chl - Non Rise Type Sanitary Service Connection



1. Site Servicing Plan



1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED

5. Chl - Water Meter Installation Detail

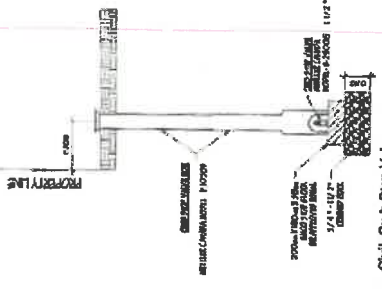


4. Chl - Water Distribution Tapping Saddle Detail

| ITEM | DESCRIPTION |
|------|-----------------|
| 1 | PERFORATED PIPE |
| 2 | STANDARD 4" DP |
| 3 | PERFORATED PIPE |
| 4 | PERFORATED PIPE |
| 5 | PERFORATED PIPE |
| 6 | PERFORATED PIPE |
| 7 | PERFORATED PIPE |
| 8 | PERFORATED PIPE |
| 9 | PERFORATED PIPE |
| 10 | PERFORATED PIPE |



2. Inspection Chamber Detail



3. Chl - Curb Stop Valve



MODERN DIMENSIONS

For all drawings and reports, I am relying on the integrity and accuracy of the information provided to me by the client. I am not responsible for the accuracy or completeness of the information provided to me by the client.

PROFESSIONAL OF RECORD



BUILDER OR CONTRACTOR



INTEGRITY

CONSULTANT

| # | DESCRIPTION | DATE |
|----|------------------------|------------|
| 1 | Per Development Permit | 2016-07-14 |
| 2 | Per Development Permit | 2016-08-20 |
| 3 | Per Development Permit | 2016-08-20 |
| 4 | Per Development Permit | 2016-08-20 |
| 5 | Per Development Permit | 2016-08-20 |
| 6 | Per Development Permit | 2016-08-20 |
| 7 | Per Development Permit | 2016-08-20 |
| 8 | Per Development Permit | 2016-08-20 |
| 9 | Per Development Permit | 2016-08-20 |
| 10 | Per Development Permit | 2016-08-20 |

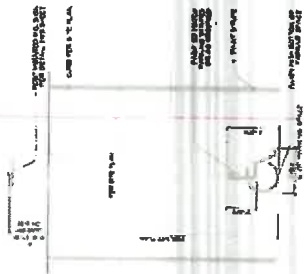
CAMP YOGI SOCIETY

Proposed Club House

Site Details

| | | | |
|------------|----------|---------|--------------|
| DRAWN BY | JM | PROJECT | MD-14-01 |
| CHECKED BY | CR | SCALE | As Indicated |
| DATE | NOV 2016 | | |

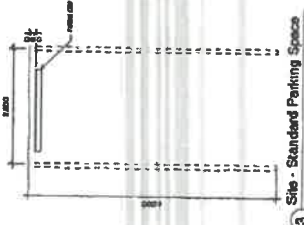
A102-7



1 Site - Handicap Shell
1:20



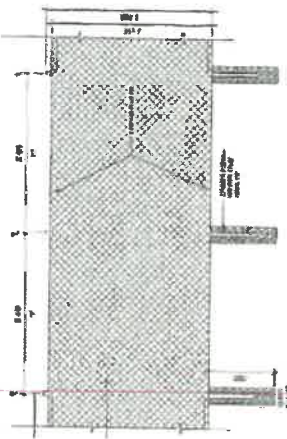
2 Site - Handicap Sign
1:20



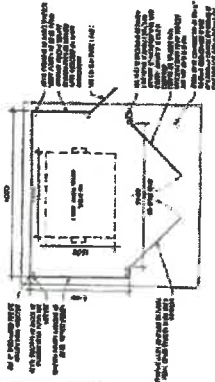
3 Site - Standard Parking Space
1:20



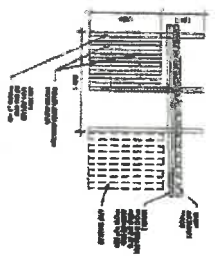
4 Site - Curb Stop Detail
1:20



5 Site - Chain Link Fence
1:20



6 Waste Container
1:20



7 Waste Container - Section
1:20

NOTE:
1. SHOWN ARE ALL MEASUREMENTS
2. MEASUREMENTS TO BE TAKEN



MODERN DIMENSIONS

PROFESSIONAL OF RECORD



BUILDER OR CONTRACTOR



CONSULTANT

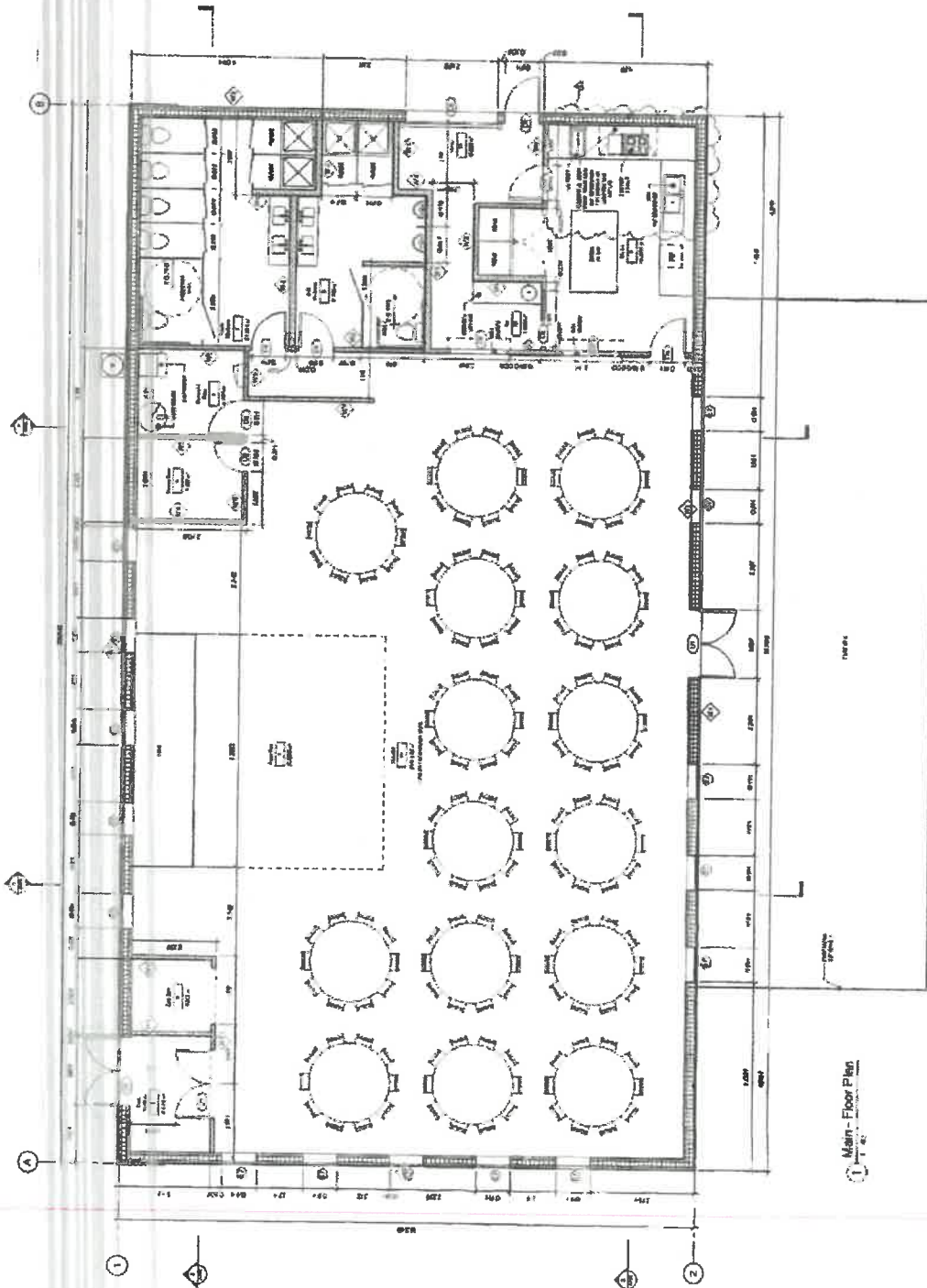
| NO. | DESCRIPTION | DATE |
|-----|------------------------|------------|
| 1 | For Development Permit | 2019-07-11 |
| 2 | Revised for 2019-07-11 | 2019-07-11 |
| 3 | For Development Permit | 2019-07-11 |
| 4 | For Building Permit | 2019-07-11 |
| 5 | For Construction | 2019-07-11 |
| 6 | Revised for 2019-07-11 | 2019-07-11 |
| 7 | Revised for 2019-07-11 | 2019-07-11 |
| 8 | Revised for 2019-07-11 | 2019-07-11 |
| 9 | Revised for 2019-07-11 | 2019-07-11 |
| 10 | Revised for 2019-07-11 | 2019-07-11 |

CAMP TOSI SOCIETY

Proposed Club House

Floor Plans

| | | |
|----------------|--------------|----------|
| OWNER | TL | A103 |
| CHECKED BY | SK | REVISION |
| PROJECT NUMBER | MD-P-01 | 1 |
| SCALE | 1/4" = 1'-0" | |



Main Floor Plan
1/4" = 1'-0"



There is nothing to be concerned about, says a spokesman for the British Medical Association, which has been asked for comment on the findings. "The study is preliminary and the results are not yet published," he says. "We are waiting for the full report to be published before we can say anything more."



CONSULTANT

| # | DESCRIPTION | DATE |
|---|-------------------------|------------|
| | Per Development Permit | 2016-07-11 |
| 1 | Utility Fee | 2016-07-18 |
| 1 | Per Development Permit | 2016-08-25 |
| 1 | Per Building Permit | 2016-10-13 |
| 1 | Per Construction | 2016-09-16 |
| 1 | Paved Driveway | 2016-09-16 |
| 1 | Rainwater Paving System | 2016-07-25 |
| 1 | | |
| 1 | | |

Proposed Club House

| | | | |
|------|------|----|----------|
| DATE | TIME | 7. | REVISION |
| DATE | TIME | 8. | |





and the other two are in the same position as the other two.

PROFESSIONAL OF RECORD



BUILDER OR CONTRACTOR



ALIBRITY.COM

CONSULTANT

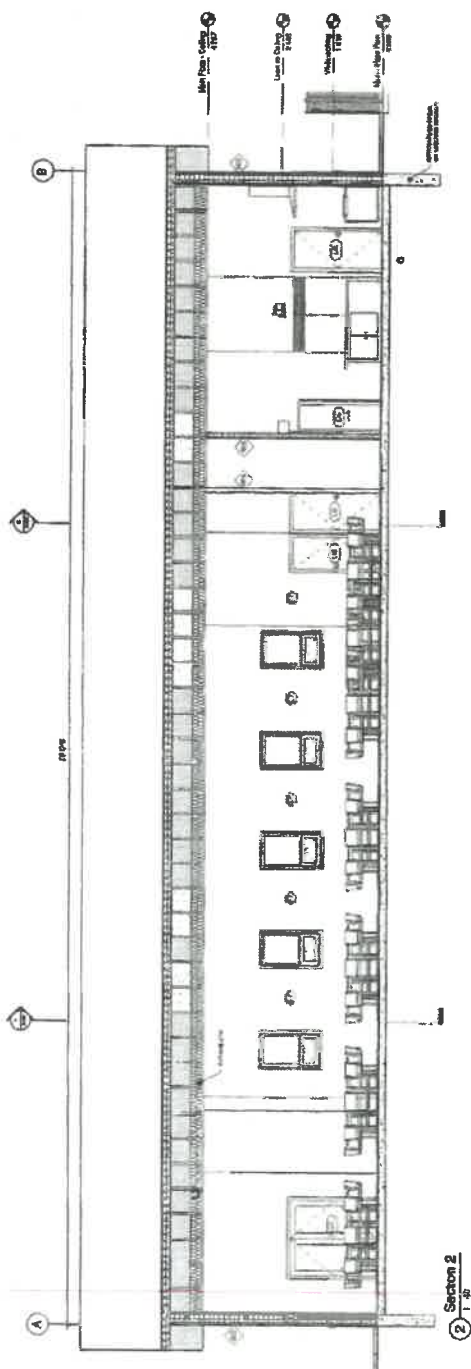
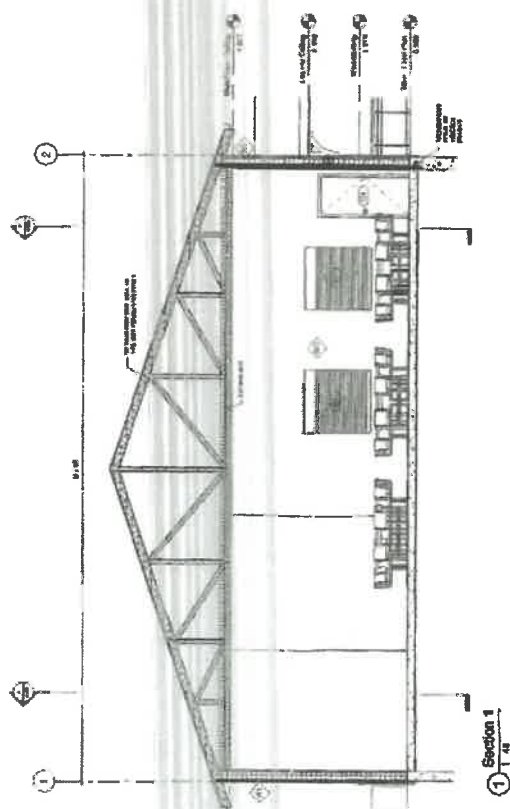
| # | DESCRIPTION | DATE |
|----|-----------------------------|------------|
| 1 | Post Development Permit | 2009-07-13 |
| 2 | Plan Set for OP | 2009-08-20 |
| 3 | Final Development Permit | 2009-08-21 |
| 4 | Final Building Permit | 2009-09-01 |
| 5 | Plan Construction | 2009-09-10 |
| 6 | Installed Signage | 2009-09-15 |
| 7 | Handover of Building to UMS | 2010-07-26 |
| 8 | | |
| 9 | | |
| 10 | | |

CAMP YOGI SOCIETY

Proposed Club House

Sections

| | | |
|---------------------------|-----------|-----------|
| DATE WHEN INSTALLED BY | JM | PROVISION |
| PROJECT NUMBER | CR | |
| SCALE | ASB-B-011 | 1" = 10' |



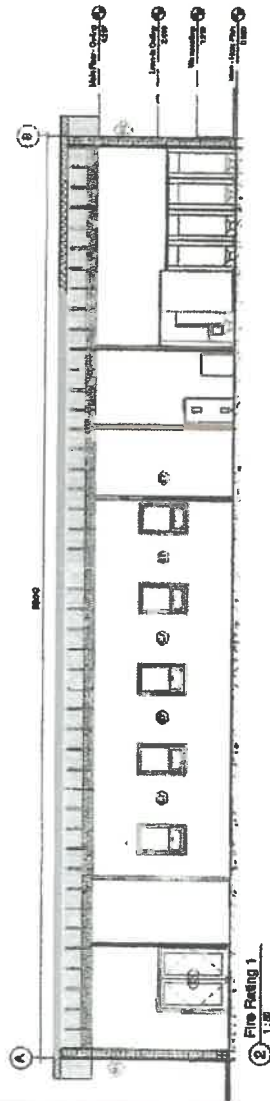
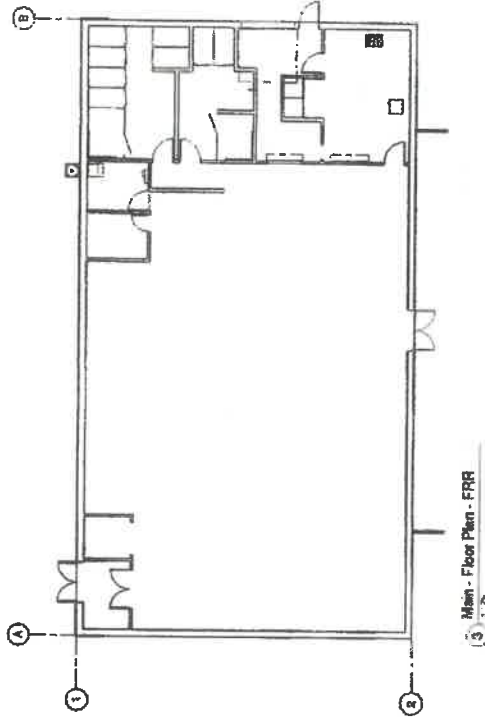
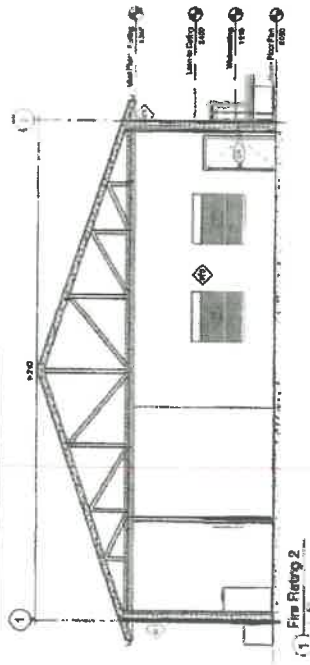
BUILDING CODE REVIEW:

| | |
|---|--|
| 1. PROJECT INFORMATION 1.1 PROJECT NAME: CAMP YOGI SOCIETY 1.2 PROJECT ADDRESS: 1000 10th Ave S, Calgary, AB T2G 0G2 1.3 PROJECT CONTACT: Mr. [Name] 1.4 PROJECT PHONE: [Phone Number] 1.5 PROJECT FAX: [Phone Number] 1.6 PROJECT EMAIL: [Email Address] 1.7 PROJECT START DATE: [Date] 1.8 PROJECT END DATE: [Date] 1.9 PROJECT STATUS: [Status] | |
| 2. BUILDING INFORMATION 2.1 BUILDING TYPE: Proposed Club House 2.2 BUILDING AREA: [Area] 2.3 BUILDING HEIGHT: [Height] 2.4 BUILDING USE: [Use] 2.5 BUILDING OCCUPANCY: [Occupancy] 2.6 BUILDING ZONE: [Zone] 2.7 BUILDING CODE: [Code] 2.8 BUILDING PERMIT: [Permit Number] 2.9 BUILDING INSURANCE: [Insurance Company] 2.10 BUILDING MAINTENANCE: [Maintenance Company] | |
| 3. FIRE RESISTANCE SCHEDULE 3.1 FIRE RESISTANCE RATING: [Rating] 3.2 FIRE RESISTANCE TYPE: [Type] 3.3 FIRE RESISTANCE AREA: [Area] 3.4 FIRE RESISTANCE PERCENT: [Percent] 3.5 FIRE RESISTANCE TEST: [Test Name] 3.6 FIRE RESISTANCE RESULT: [Result] 3.7 FIRE RESISTANCE COMMENT: [Comment] 3.8 FIRE RESISTANCE SIGNATURE: [Signature] 3.9 FIRE RESISTANCE DATE: [Date] 3.10 FIRE RESISTANCE REVIEW: [Review] | |

FIRE RESISTANCE SCHEDULE

| ASSEMBLY | FRS |
|-----------------------|--------------|
| MECHANICAL ROOM WALLS | 60 MIN FRS |
| FLOOR ASSEMBLY | NOT REQUIRED |
| ROOF ASSEMBLY | NOT REQUIRED |
| LOFT DRIVING WALLS | NOT REQUIRED |

4. BUILDING CODE REVIEW
 4.1 BUILDING CODE: **2015 Alberta Building Code**
 4.2 BUILDING CODE VERSION: **2015**
 4.3 BUILDING CODE JURISDICTION: **Alberta**
 4.4 BUILDING CODE COMMENT: **[Comment]**
 4.5 BUILDING CODE SIGNATURE: **[Signature]**
 4.6 BUILDING CODE DATE: **[Date]**
 4.7 BUILDING CODE REVIEW: **[Review]**



MODERN DIMENSIONS

Professional Engineer
 1000 10th Ave S, Calgary, AB T2G 0G2
 (403) 243-1111
 www.modern-dimensions.ca

PROFESSIONAL OF RECORD



BUILDER OR CONTRACTOR



INTEGRITYENGINEERING.COM

CONSULTANT

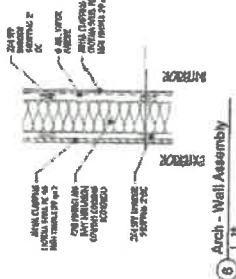
| # | DESCRIPTION | DATE |
|----|------------------------|------------|
| 1 | Per Development Permit | 2015-01-11 |
| 2 | Revised for FRR | 2015-01-20 |
| 3 | Per Development Permit | 2015-01-20 |
| 4 | Per Development Permit | 2015-01-20 |
| 5 | Per Development Permit | 2015-01-20 |
| 6 | Per Development Permit | 2015-01-20 |
| 7 | Per Development Permit | 2015-01-20 |
| 8 | Per Development Permit | 2015-01-20 |
| 9 | Per Development Permit | 2015-01-20 |
| 10 | Per Development Permit | 2015-01-20 |

CAMP YOGI SOCIETY

Proposed Club House

Building Code & Fire Ratings

| | | |
|-----------------|--------------|--------|
| DESIGNED BY | CR | A106 |
| CHECKED BY | CR | REVIEW |
| PROJECT MANAGER | MD-10-011 | |
| SCALE | As indicated | |

[illegible][illegible][illegible]

| Item | Quantity | Unit Price | Total Price | Remarks |
|----------------|----------|------------|---------------|---------|
| 1. Cement | 100 | 1.20 | 120.00 | |
| 2. Sand | 200 | 0.80 | 160.00 | |
| 3. Gravel | 150 | 1.50 | 225.00 | |
| 4. Labor | 10 | 10.00 | 100.00 | |
| 5. Transport | 10 | 5.00 | 50.00 | |
| 6. Water | 10 | 0.50 | 5.00 | |
| 7. Electricity | 10 | 0.20 | 2.00 | |
| 8. Other | 10 | 0.10 | 1.00 | |
| Total | | | 563.00 | |

[illegible]

| # | DESCRIPTION | DATE |
|----|---------------------------|------------|
| 1 | For Development Permit | 2019-07-11 |
| 2 | Revised IUP | 2019-08-20 |
| 3 | For Development Permit | 2019-08-21 |
| 4 | For Building Permit | 2019-09-01 |
| 5 | For Corner-lot | 2019-09-08 |
| 6 | Enforced Section | 2019-09-16 |
| 7 | Revised BP Planning Table | 2019-09-24 |
| 8 | | |
| 9 | | |
| 10 | | |

CAMP YOGI SOCIETY

Promoted Club House

Construction

| | | | |
|----------|-----|------|-------------|
| REVISION | BY | DATE | DESCRIPTION |
| 1 | ... | ... | ... |

A107
 Revision



MODERN DIMENSIONS

[illegible]

PROFESSIONAL OF RECORD



BUILDER OR CONTRACTOR

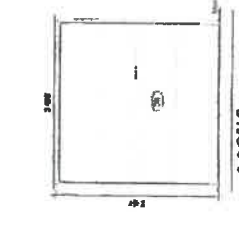


INVESTMENT.COM

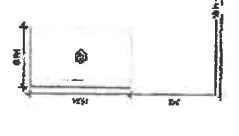
CONSULTANT

NOTES

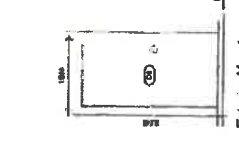
| ITEM | QTY | UNIT | DESCRIPTION | PRICE |
|------|-----|---------|-----------------------------------|--------|
| 1 | 1 | Sq. Ft. | Base OH Door | 120.00 |
| 2 | 1 | Sq. Ft. | Side Window | 150.00 |
| 3 | 1 | Sq. Ft. | Exterior Mandor | 100.00 |
| 4 | 1 | Sq. Ft. | Roll-up Door | 180.00 |
| 5 | 1 | Sq. Ft. | Pocket Door | 100.00 |
| 6 | 1 | Sq. Ft. | 3x7 Interior Door | 120.00 |
| 7 | 1 | Sq. Ft. | 2x3/7 Interior Door | 100.00 |
| 8 | 1 | Sq. Ft. | Exterior Double Door | 200.00 |
| 9 | 1 | Sq. Ft. | Arch Window Sill | 100.00 |
| 10 | 1 | Sq. Ft. | Arch Window Header | 100.00 |
| 11 | 1 | Sq. Ft. | Arch Door Head Jamb & Jamb Detail | 100.00 |
| 12 | 1 | Sq. Ft. | Arch Door Head Jamb & Jamb Detail | 100.00 |



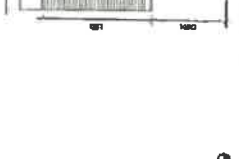
1 Base OH Door
1:25



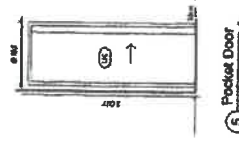
2 Side Window
1:25



3 Exterior Mandor
1:25



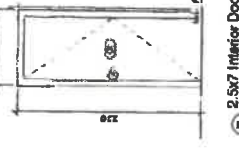
4 Roll-up Door
1:25



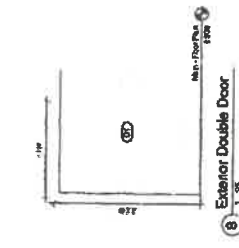
5 Pocket Door
1:25



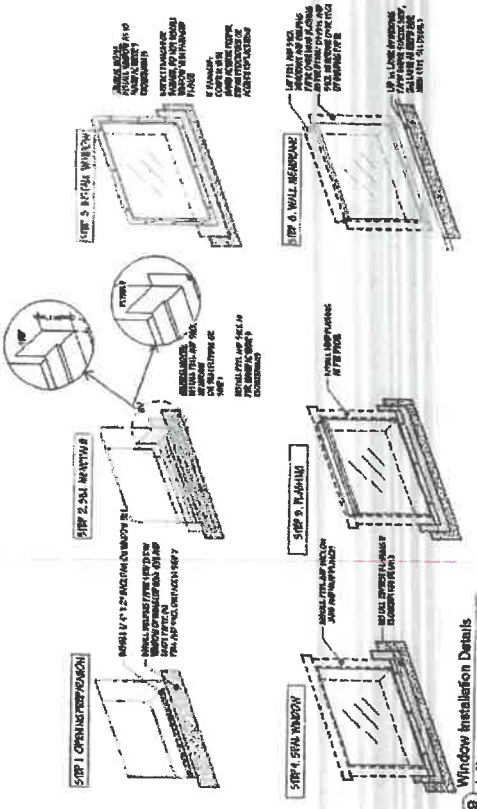
6 3x7 Interior Door
1:25



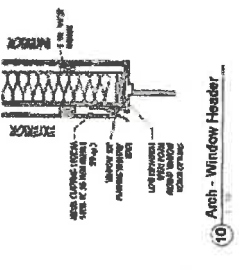
7 2x3/7 Interior Door
1:25



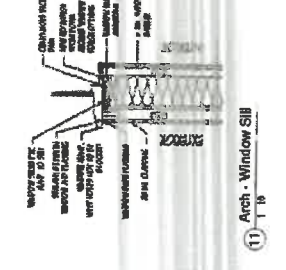
8 Exterior Double Door
1:25



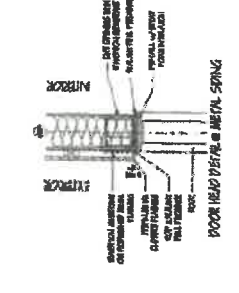
9 Window Installation Details
1:20



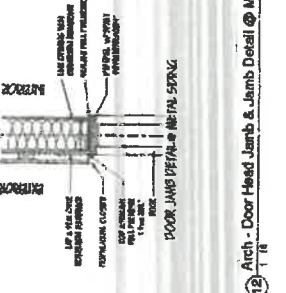
10 Arch Window Header
1:10



11 Arch Window Sill
1:10



12 Arch Door Head Jamb & Jamb Detail
1:10



12 Arch Door Head Jamb & Jamb Detail
1:10



MODERN DIMENSIONS
The company has been in business for over 20 years and has a proven track record of providing high quality architectural services to a wide range of clients. We are currently seeking a qualified professional to join our team.

PROFESSIONAL OF RECORD



BUILDER OR CONTRACTOR



CONSULTANT

| # | DESCRIPTION | DATE |
|----|-------------------------|------------|
| 1 | Pre-Construction Phase | 2019-07-15 |
| 2 | Construction Phase | 2019-08-15 |
| 3 | Post-Construction Phase | 2019-09-15 |
| 4 | Final Inspection | 2019-10-15 |
| 5 | Final Report | 2019-11-15 |
| 6 | Final Review | 2019-12-15 |
| 7 | Final Approval | 2020-01-15 |
| 8 | Final Sign-off | 2020-02-15 |
| 9 | Final Close-out | 2020-03-15 |
| 10 | Final Completion | 2020-04-15 |

CAMP YOUR SOCIETY

Proposed Club House

Door and Wall Details

| | |
|----------------|-------------------|
| DATE | 2019-07-15 |
| PROJECT | CAMP YOUR SOCIETY |
| SCALE | AS SHOWN |
| DESIGNED BY | JACOB R. HAY |
| CHECKED BY | JACOB R. HAY |
| PROJECT NUMBER | A107-1 |
| SCALE | AS SHOWN |

**CAMP YOGI SOCIETY
2019/2020 SITE RE-BUILD**

ESTIMATED COSTS:

APPROX:

| | |
|--|--------------|
| BUILDING: | 678,292.86 |
| DESIGN: | \$20,000.00 |
| GEO TECH: | \$14,600.00 |
| FRONT FENCING: | \$41,700.00 |
| SIDE FENCING: | \$13,795.95 |
| STRIPPING/GRADING SHAPING LAND/ BUILDING PAD FOR 60X90 | \$40,000.00 |
| | (+GST) |
| final cost | \$48,720.00 |
| SEWER/GAS/POWER HOOK UP TO BUILDING | \$75,000.00 |
| LARGE DECK OF FACILITY | \$30,000.00 |
| LANDSCAPING (7 ACRES) | \$60,000.00 |
| EQUIPMENT (KITCHEN ETC) | \$200,000.00 |

SECOND PHASE (IN FUTURE)

| | |
|----------------------|--------------------|
| 5 - CABINS- SLEEPS 8 | EACH COST |
| SMALL WASHROOM | APPROX \$25,000.00 |
| SMALL KITCHEN | |

| | |
|--------------------------|--------------------|
| GAZIBO - | |
| LARGE ENOUGH FOR USE | APPROX \$40,000.00 |
| FOR OUTDOOR CONCERTS ETC | |

Cooper Consulting Inc
78 Hill Drive
Fort McMurray AB T9H 2A4
pcooperconstruction@gmail.com
GST/HST Registration No.: 129312831RT0001

INVOICE

INVOICE TO
Camp Yogi

INVOICE # 1091
DATE 16-01-2019
DUE DATE 16-01-2019

| ACTIVITY | QTY | RATE | AMOUNT | TAX |
|--|-----|-----------------|-----------|-----|
| Sales Supply and install approx s.16 (1) feet of chain link fence with 2 gates (8' wide each) | | s.16 (1) | 41,700.00 | GST |

| | |
|-------------|--------------------|
| SUBTOTAL | 41,700.00 |
| GST @ 5% | 2,085.00 |
| TOTAL | 43,785.00 |
| PAYMENT | 10,946.30 |
| BALANCE DUE | \$32,838.70 |

TAX SUMMARY

| RATE | TAX | NET |
|----------|----------|-----------|
| GST @ 5% | 2,085.00 | 41,700.00 |

SCHEDULE A-2

Confirmation of Commitment by Owner and by Registered Professional of Record See subsection 2.4.3. of Division C of the Alberta Building Code

To: *The authority having jurisdiction*

Date: 6-Sep-2019

Regional Municipality of Wood Buffalo

Development & Building Approvals

Address

9909 Franklin Ave., Fort McMurray AB

T9H 2K4

Postal Code

Re: Design and Field Review of Construction for the following project

Camp Yogi Society

Name of project

201 Townsend Drive, Anzac, Wood Buffalo, Alberta T0P 1J0

Address

S.W. 1/4 Sec 16., TWP 86, Reg 7., W 4M, Lot 1 Blk 27, Plan 1821924

Legal description

The owner has retained a *registered professional of record* to coordinate the *design work* and *field reviews* required for this project for:

| |
|----------------------|
| Architectural |
|----------------------|

The *registered professional of record* shall coordinate the *design work* and *field review* for that component of the *project* for which the *professional of record* is responsible in order to ensure the design will comply with the Alberta Building Code (ABC)



The *owner* and the *coordinating registered professional* have read and understand Part 1 of Division A and Part 2 of Division C, especially Subsection 2.4.3. of Division C, of the ABC.

The *owner* and the *registered professional of record* acknowledge their responsibility to notify the *authority having jurisdiction* should the *registered professional* cease to be retained by the *owner*.

The *owner* understands that should the *registered professional of record* cease to be retained at any time during construction, work on the portion of the project for which the *registered professional* is responsible will cease until such time as a new *registered professional of record* is retained, and a new letter in the form set out in Schedule A-2 is filed with the *authority having jurisdiction*.

The *registered professional of record* is a *registered professional* as defined in the ABC.

Schedule A-2-Continued

| Registered Professional of Record | Owner |
|--|---|
| <div style="display: flex; align-items: center;">  <div style="border: 1px solid black; padding: 5px; font-size: 0.8em;"> ZULUETA ARCHITECTURE LTD. PERMIT No. AC 10371 ISSUED PURSUANT TO THE ARCHITECTS ACT OF ALBERTA </div> </div> | |
| Signature _____ 06-Sep-19 _____ Date _____ | <div style="text-align: center; margin-bottom: 5px;">  </div> Signature _____ Sep 6, 2019 _____ Date _____ |
| <p>Note: affix seals over signature</p> | |
| I, <u>Joann Zulueta</u> , have signed on behalf of <u>Zulueta Architecture</u> Firm | I, <u>Darryl Woytkiw</u> , have signed on behalf of <u>Camp yogi society</u> Firm |
| Name _____ <u>158, 919 Centre St. NW</u> Address _____ <u>Calgary, AB</u> _____ <div style="display: flex; justify-content: space-between;"> T2E 2P6 Postal Code </div> | Name _____ <u>Camp yogi society</u> Address _____ <u>7-232 stonymountain rd T0p1j0</u> <div style="display: flex; justify-content: space-between;"> Postal Code </div> |

Note:

1. This letter must be submitted before issuance of a *building permit* .
2. In this letter the words in italics are defined in the Alberta Building Code.
3. This letter must be signed by the *owner* and the *registered professional* . If signed by an agent, a letter of appointment must be attached. If the *owner* is a corporation, the letter must be signed by a signing officer of the corporation and the signing officer must set forth their position in the corporation
4. The term substantially comply is used in *field review* because a *registered professional* does not supervise the actual construction.
5. The *constructor* is responsible for safety of the public and workers at the *project* site.

The Alberta Building Code defines a *registered professional* to mean

- a) a registered architectural professional.
- b) a registered engineering professional, or
- c) licensed interior designer.

SCHEDULE B-1

Letter of Commitment by the Registered Professional of Record

See subsection 2.4.3. of Division C of the Alberta Building Code

To: The *authority having jurisdiction*

Date: 6-Sep-2019

Regional Municipality of Wood Buffalo

Development & Building Approvals

Address

9909 Franklin Ave., Fort McMurray AB

T9H 2K4

Postal Code

Re: Design and Field Review of Construction for the following project

Camp Yogi Society

Name of project

201 Townsend Drive, Anzac, Wood Buffalo, Alberta T0P 1J0

Address

S.W. 1/4 Sec 16, TWP 86, Reg 7., W 4M, Lot 1 Blk 27, Plan 1821924

Legal description

I hereby give assurance that the design of the

Architectural

components described on plans, specifications and other supporting documents, prepared by this registered *professional* in support of the application for a building permit, substantially comply with the Alberta Building Code (ABC)

I hereby undertake to be responsible for *field review* of the above referenced components during construction as indicated on the attached "Summary of Design and Field Review Requirements" (see Schedule B-2).

I also undertake to notify the *authority having jurisdiction* in writing if our contract for *field review* is terminated at any time during construction.

Schedule B-1-Continued

Registered Professional of Record



ZULUETA ARCHITECTURE LTD.
PERMIT No. AC 10371
ISSUED PURSUANT TO THE
ARCHITECTS ACT OF ALBERTA

Signature

06-Sep-19

Date

Note: affix seals over signature

I, Joann Zulueta, have signed on behalf of

Zulueta Architecture

Firm

Name

158, 919 Centre St. NW

Address

Calgary, AB

T2E 2P6

Postal Code

Note:

1. This letter must be submitted before issuance of a *building permit*.
2. In this letter the words in italics are defined in the Alberta Building Code.
3. This letter must be signed by the *registered professional*.
4. The *constructor* is responsible for safety of the public and workers at the *project* site.

The Alberta Building Code defines a *registered professional* to mean

- a) a registered architectural professional,
- b) a registered engineering professional, or
- c) licensed interior designer.

SCHEDULE B-2

Summary of Design and Field Review Requirements See subsection 2.4.3. of Division C of the Alberta Building Code

Submitted by: Mary Joann Zulueta

Date 06-Sep-19

(Initial applicable responsibilities and cross out and initial non-applicable items within the list of Code activities)

ARCHITECTURAL

93

initial to indicate overall responsibility

- 1.1 ~~Development permit requirements and conditions.....~~ 93
- 1.2 Requirement to prevent fire spread and collapse;
building height, building area, building classification, street access.....
- 1.3 Spatial separation requirement;
limiting distance, unprotected opening, construction characteristics.....
- 1.4 Exterior walls and roofs, including exterior glazing;
dampproofing/waterproofing of walls or slabs below grade, wall cladding.....
- 1.5 Determining the need for fire detection, alarm notification and suppression; including emergency
power and lighting.....
- 1.6 Provision for fire fighting.....
- 1.7 ~~Requirements pertaining to interconnected floor spaces and high buildings.....~~ 93
- 1.8 Safety within floor areas; including interim wall partitions and finishes, access to exits, guards
and handrails, sound control, specific requirements related function.....
- 1.9 Egress systems, occupant loads, stairs and exits.....
- 1.10 Barrier free requirements.....
- 1.11 ~~Vertical transportation.....~~ 93
- 1.12 Service facilities; horizontal and vertical service spaces.....
- 1.13 ~~Health requirements; including functional design i.e. washrooms, food preparation areas,
training pools.....~~ 93
- 1.14 ~~Structural capacity of architectural components; including anchorage and seismic
restraint.....~~ 93
- 1.15 ~~Site development and landscaping~~ 93
- 1.16 Review of all applicable shop drawings..... 93
- 1.17 Energy Efficiency, Building Envelope; NECB 2011 or ABC 2014 Division B Section 9.36
requirements 93

STRUCTURAL

initial to indicate overall responsibility

- 2.1 ~~Structural capacity of structural components of buildings; including anchorage and seismic
restraint.....~~
- 2.2 Structural aspects of deep foundations.....
- 2.3 Qualification of welded steel fabricators and erectors.....
- 2.4 Review of all applicable shop drawings.....

Schedule B-2-Continued

MECHANICAL

____ initial to indicate overall responsibility

- 3.1 HVAC Systems; including fire stopping of service penetrations and placement of fire dampers.....
- 3.2 Plumbing systems; including potable water system, roof and storm drainage system, sanitary drainage system
- 3.3 Fire Protection Systems; including automatic sprinkler and other fire suppression systems; stand pipes and hose system, evaluation of necessary water supply demand.....
- 3.4 Swimming pool mechanical systems; including pool circulation and disinfection systems, ventilation in pool areas and chlorine rooms.....
- 3.5 Medical gas piping systems.....
- 3.6 Smoke control systems in high-rise and care and detention occupancy
- 3.7 Review of all applicable shop drawings.....
- 3.8 Energy efficiency, Mechanical systems, NECB 2011 or ABC 2014 Section 9.36 requirements
- 3.9 Energy efficiency, Plumbing systems, NECB 2011 or ABC 2014 Section 9.36 requirements

ELECTRICAL

____ initial to indicate overall responsibility

- 4.1 Electrical transformers vaults, switching devices and motors, including anchorage and seismic
- 4.2 Electrical system and devices; including fire stopping of penetration through fire
- 4.3 Fire alarms; including voice communication system.....
- 4.4 Mechanical interface with controls and alarms.....
- 4.5 Emergency power and lighting systems.....
- 4.6 Fire protection of wiring for emergency systems.....
- 4.7 Review of all applicable shop drawings.....
- 4.8 Energy Efficiency, Electrical Systems (Lighting, Electric Power & Motors); NECB 2011 requirements

GEOTECHNICAL

____ initial to indicate overall responsibility

- 5.1 Excavation.....
- 5.2 Shoring and underpinning.....
- 5.3 Geotechnical aspects of deep foundations.....
- 5.4 Control of ground and subsurface water.....
- 5.5 Structural considerations of soil; including slope stability and seismic loading.....
- 5.6 Backfill and compaction offill

Note:

- 1. Schedule B-2 must be attached to B-1.
- 2. In this letter the words in italics are defined in the Alberta Building Code.
- 3. The *constructor* is responsible for safety of the public and workers at the *project* site.

NORTH MOUNTAIN CONSTRUCTION

209 GRANDVIEW CRESENT

FORT MCMURRAY,ALTA

T9H 4X9

HOME# 780-791-7111

CELL # 780-799-0311

Quote for;

CAMP YOGI SOCIETY

*Striping topsoil

*Grading and shaping land

*Building and developing a pad for a **s.16 (1)** building

\$ 40.000.00

+ GST

Larry Johnston



Wood Environment & Infrastructure Solutions
a Division of Wood Canada Limited
10204 Centennial Drive
Fort McMurray, AB T9H 1Y5
Canada
T: 780-791-0848
www.woodplc.com

7 September 2018
MP-2713

Ledcor Construction Limited
#4 3302 Appaloosa Road
Kelowna, BC, V1V 2W5
Telephone: (780) 799-9970
E-mail: bill.stuart@ledcor.com

Attention: Bill Stuart, Manager, Business Development

Dear Sir,

**Re: Camp Yogi Phase 1 Rebuild Geotechnical Investigation
Camp Yogi Society
Anzac, Alberta**

1.0 INTRODUCTION

Wood Environment & Infrastructure Solutions (Wood) is pleased to provide this proposal for a geotechnical investigation at the site of the above-mentioned project. This proposal summarizes our understanding of the project, objectives and scope of work, and provides a budgetary estimate and schedule for the investigation. Wood has completed several geotechnical investigations in the Northern Alberta area and feels that our general knowledge of site conditions will lead to successful completion of the current work task requested.

2.0 PROJECT DESCRIPTION & OBJECTIVES

The proposed development is to consist of a (1) one-story convention center is approximately 265 m² in area and contains no basement. The areas surrounding the convention center are expected to be with paved with approximately 300 m² of asphalt concrete pavement. This site is located in Anzac, Alberta and is based on the site layout drawing provided by the Camp Yogi society to Wood in November 2016 via email. It is understood that site is currently a cleared empty lot.

The main objective of this investigation is to provide geotechnical recommendations for the design and construction of the foundations for proposed commercial building and the site-grading earthworks for the associated asphalt pavement. To accomplish this objective, site-specific foundation soil and groundwater conditions would need to be determined.



3.0 GEOTECHNICAL INVESTIGATION

The drilling program will include test borings, laboratory testing, analyses and preparation of a geotechnical report. The following investigation program is proposed:

- Prior to borehole drilling, we will engage the services of Alberta One Call to locate underground services and utilities entering the property.
- Three (3) boreholes will be advanced by solid stem drill methods, each to a depth of 10 m, or until auger refusal, whichever is shallower within the footprint of the proposed building.
- Two (2) borehole will be advanced by solid stem drill methods, to a depth of 3 m, or until competent bearing strata are encountered within the footprint of the proposed asphalt concrete pavement area.
- 'Grab' samples will be retrieved from all boreholes at approximate 1 m depth intervals and at changes in strata.
- Standard Penetration Tests (SPTs) will be performed every 1.5 m interval in each 10 m borehole. Additional SPTs may be advanced if soil conditions vary.
- Borehole locations and elevations will be recorded using hand held GPS.
- One (1) borehole will be instrumented with a slotted standpipe to allow for short term monitoring of ground water levels. The groundwater level in the standpipe will be monitored upon completion of drilling and once again approximately two weeks following drilling completion.
- Boreholes will be backfilled by auger cuttings to a depth of 1.5 m and capped to the surface with a mix of bentonite chips and auger cuttings.
- A laboratory testing program consisting of moisture content determinations, Atterberg Limits and/or grain size analyses, and water-soluble sulphate concentration determinations.

3.0 FEE ESTIMATE

Based on the scope of work outlined above, our budgetary estimate for the geotechnical investigation, excluding GST is **\$14,600**. Wood would not exceed this estimate without written approval from Ledcor Construction Limited (Ledcor). A breakdown of the budgetary estimate is provided below.

| Item | Budgetary Estimate |
|------------------------|--------------------|
| Drilling Subcontractor | \$5,800 |
| Wood Field Supervision | \$2,700 |
| Laboratory Testing | \$1,500 |
| Report and Office Work | \$4,600 |
| Total Estimate | \$14,600 |

This budgetary estimate is based on the following assumptions:

- The drilling subcontractor costs accounts for a full mobilization and demobilization out of Edmonton, Alberta. A cost saving of up to \$1,600 could be achieved if either mob or demob can be shared with another project in the Fort McMurray area.
- Based on recent a site reconnaissance, it is assumed that the site and proposed borehole locations would be accessed using a truck mounted drill.

- Supervision of the drilling will be undertaken by Wood personnel from the Fort McMurray, Alberta office.
- Soil cuttings will be returned to the borehole cavities and the excess cuttings will be spread neatly near the boreholes on site.
- No allowance has been made for hydrovac services but if required would be charged on an as requested basis.
- If Alberta One Call cannot provide the necessary utility clearances at the borehole location(s), a private utility locator will be required. The estimated cost for this is approximately \$1,500.

4.0 SCHEDULE

We will commence with the geotechnical field work upon your authorization. Clearance of buried utilities including Alberta One Call and a private utility locator would be initiated upon your approval to proceed. The borehole drilling would be completed in approximately 1 day. Laboratory testing will be undertaken over a one-week period following drilling completion. The geotechnical report would be prepared within approximately four weeks following completion of drilling.

5.0 ENGINEERING, REPORTING & DELIVERABLES

Upon completion of the field and laboratory components of the geotechnical investigation, a final geotechnical report will be submitted which will summarize the subsurface conditions and present geotechnical recommendations. The geotechnical report will include:

- A description of the foundation soil and groundwater conditions, encountered in the investigation;
- Site grading earthworks and subgrade preparation;
- Recommendation for excavations and stability;
- Recommended foundation types and associated foundation design parameters;
- Groundwater, sloughing conditions and subsurface drainage and dewatering requirements;
- Frost design considerations for foundations;
- Slab-on-grade recommendations;
- Light duty asphalt concrete pavement structures;
- Recommendations for cement type for subsurface concrete; and
- Seismic classifications for the subject site.

6.0 TERMS & CONDITIONS

Upon award, Wood will enter into a contractual agreement with Ledcor based on the attached terms and conditions for our professional services on this project. We respectfully request that you review the terms and conditions and return a signed copy of the authorization to proceed to this office as your approval.



Continued...

Wood Environment & Infrastructure Solutions

7.0 CLOSURE

Wood would like to thank you for the previous opportunities and for the opportunity to submit this proposal. If there are any questions, please contact this office.

Respectfully submitted,

Wood Environment & Infrastructure Solutions
a Division of Wood Canada Limited



Brad Copping, P.Eng.
Org Manager
Fort McMurray, Alberta

Reviewed by:
Tyson Tremblay, P.Eng
Northern Alberta Materials Branch Manager

Attachments:
Professional Services Agreement
Terms and Conditions



Professional Services Agreement

PARTIES

THIS AGREEMENT (the "Agreement"), effective this 7th day of September, 2018, is made by and between **Wood Environment & Infrastructure Solutions**, a division of **Wood Canada Limited**, a Canadian corporation, with an address at 10204 Centennial Drive, Fort McMurray, AB, T9H 1Y5 ("Wood") and **Ledcor Construction Limited**, a Canadian corporation, with an address at #4 3302 Appaloosa Road, Kelowna, BC, V1V 2W5 ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

PROJECT

CLIENT engages Wood to provide services in connection with:
Camp Yogi Phase 1 Rebuild

SCOPE OF SERVICES

Wood agrees to perform services in accordance with its Proposal as follows:
Geotechnical Investigation

CLIENT agrees that all services not expressly included are excluded from Wood's Scope of Services.

COMPENSATION (in Canadian Dollars) (check one)

☐ **Firm-fixed price:** CLIENT agrees to compensate Wood on a firm-fixed price basis in the amount of:
\$ _____

☒ **Time and materials:** CLIENT agrees to compensate Wood for all hours worked and other costs incurred at the rates and terms set forth herein. Should the total cost of Wood's performance be greater than the estimated amount shown below, Wood will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

Labor Categories and Hourly Labor Rates:

Other Direct Costs (Reimbursed at cost plus 10 % mark-up):

Total estimated time and materials cost: \$14,600

In addition to the Agreement amount, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

ATTACHMENTS

The listed attachments form part of this Agreement:

1. Terms and Conditions

Terms and Conditions

1. COMPENSATION: Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice. Payment will be made to Wood at the address specified on Wood's invoice.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Wood of that fact in writing within ten (10) days from the date of receipt of Wood's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

2. STANDARD OF CARE: Wood will perform the Scope of Services specified in a Work Order utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Wood's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. INDEPENDENT CONTRACTOR: Wood shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Wood shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by Wood and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. INSURANCE: Wood will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

5. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Wood, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should Wood encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Wood shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Wood's reasonable opinion, the conditions cause an increase or decrease in Wood's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Wood's compensation, schedule, or both. In the event no Change Order is agreed to, Wood reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

6. FORCE MAJEURE: Should performance of Services by Wood be affected by causes beyond its reasonable control, Wood will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by Wood.

7. CLIENT'S RESPONSIBILITIES: CLIENT agrees to: provide Wood all available material, data, and information pertaining to the Services.

8. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by Wood for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Wood's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and

licenses which are necessary and required to be taken out in CLIENT's name for the Services. Wood will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Wood in connection with its work.

9. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. At no time will Wood assume possession or title, constructive or express, to any such samples or wastes.

10. LIMITATION OF LIABILITY:

CLIENT's sole and exclusive remedy for any alleged breach of Wood's standard of care hereunder shall be to require Wood to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WOOD TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF WOOD IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO WOOD BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (i) ALL PRESENT AND FUTURE CLAIMS AGAINST WOOD OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (ii) ANY LIABILITY OF WOOD IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Wood would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Wood, (iv) the Limitation is merely a limitation of, and not an exculpation from, Wood's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Wood, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Wood performing the Services in accordance with the Standard of Care.

Wood and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either Wood or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Wood shall be liable are limited to that proportion of such damages which is attributable to Wood's percentage of fault subject to the other limitations herein.

11. INDEMNITY. CLIENT agrees to defend, indemnify, protect and hold harmless Wood and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Wood under this Agreement, unless such injury or loss is caused by the sole negligence of Wood.

12. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other.

13. COST ESTIMATES: If included in the Services, Wood will provide cost estimates based upon Wood's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Wood's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

14. TERMINATION Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by Wood to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

15. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the province of the Wood office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.



16. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Wood. The presence of Wood's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Wood's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Wood is not responsible for safety or security at a site, other than for Wood's employees, and that Wood does not have the contractual duty or legal right to stop the work of others.

17. DISPUTES. Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the province of the Wood office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

18. EXCLUSIVE USE. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Wood, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey Wood's reports or recommendations to any person or organization other than those identified in the project description without Wood's written authorization. CLIENT releases Wood from liability and agrees to defend, indemnify, protect and hold harmless Wood from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by Wood under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with Wood.

19. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of Wood and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Wood be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Wood. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure Wood services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and Wood have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

Ledcor Construction Limited

**Wood Environment & Infrastructure Solutions, a
division of Wood Canada Limited**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____





REGIONAL MUNICIPALITY
OF WOOD BUFFALO

Permit Number
2019-DP-00524

September 26, 2019

Applicant

MODERN DIMENSIONS DESIGN MANDY GOODLIFF
Box 25, Site 5, RR2
Okotoks, AB T1S1A2
(416) 998-7012

Owner

REGIONAL MUNICIPALITY OF WOOD BU
9909 FRANKLIN AVENUE
FORT MCMURRAY AB T9H2K4
(780) 793-1097

RE: Rebuild - New Footprint
Resort Facility
201 TOWNSEND DR
Lot: 1 Block: 27 Plan: 1821924

Your application for a development permit at the above location has been approved by the Development Officer. This approval is subject to the conditions as outlined in the enclosed Development Permit.

PLEASE READ PERMIT CONDITIONS CAREFULLY AND RETURN A SIGNED COPY TO OUR OFFICE.

This development permit shall expire and no longer be valid after one year from the date of decision of the permit if no construction has been initiated. Any other necessary permits shall be in place prior to commencement of any construction or occupancy. In the case of a change of use within an existing structure, where no significant construction or reconstruction is necessary, the applicant shall have the new use in operation within one year of the decision of the development permit.

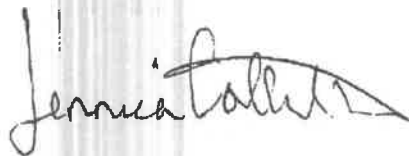
IMPORTANT NOTE

1. Under the Municipal Government Amendment Act, this approval may be appealed within twenty one (21) days after the day of decision being posted. Should this decision be appealed within twenty one (21) days after the Date of Decision, this permit shall not become effective until the Subdivision and Development Appeal Board has determined the appeal and the Permit may be modified or nullified thereby. Commencement of the approved Development prior to expiry of the appeal period is at your own risk.
2. An appeal shall contain statement of the grounds of appeal and shall be delivered personally or by registered mail so as to reach the Secretary of the Subdivision and Development Appeal Board, 9909 Franklin Avenue, Fort McMurray, AB T9H 2K4 within the prescribed time period of twenty one (21) days.
3. Upon delivery of Notice of Appeal, the appellant shall pay to the Regional Municipality of Wood Buffalo, where the appellant is the owner of the site, or his agent, a fee of \$1000.00.

Compliance with other legislation - A person applying for, or in possession of a valid development permit is not relieved from full responsibility for ascertaining and complying with, or carrying out development in accordance with:

- a. the requirements of the Safety Codes Act, Environment Protection and Enhancement Act and Natural Resources Conservation Board Act;
 - b. the requirements of any other Federal, Provincial, or Municipal statute, regulation code or standard; and
 - c. the conditions of any caveat, covenant, easement or other instrument affecting a building or land.
- The Municipality is not responsible for not does the Municipality have any obligation whatsoever to determine what other legislation may apply to a development, nor monitor or enforce compliance with such legislation.

REGIONAL MUNICIPALITY OF WOOD BUFFALO
Planning & Development Department
per:



September 26, 2019

Date

Jennica Collette
Planner
Planning and Development Dept.
Land Services Branch
Regional Municipality of Wood Buffalo
jennica.collette@rmwb.ca

9909 Franklin Avenue, Fort McMurray, Alberta, Canada, T9H 2K4 www.rmwb.ca
Anzac • Conklin • Draper • Fort Chipewyan • Fort Fitzgerald • Fort MacKay
Fort McMurray • Gregoire Lake Estates • Janvier • Mariana Lake • Sapræ Creek Estates



REGIONAL MUNICIPALITY
OF WOOD BUFFALO

**Permit Number
2019-DP-00524**

Applicant: Mandy Goodliff

Issued : September 26, 2019

Development Permit

201 TOWNSEND DR

| Lot | Block | Plan | Section | Township | Range |
|-----|-------|---------|---------|----------|-------|
| 1 | 27 | 1821924 | 16 | 86 | 7 |

New Commercial Industrial or Institutional Development

**Rebuild - New Footprint
Resort Facility**

Advertising Date October 3, 2019

- This development was approved by the Development Officer and is subject to the conditions attached to this permit.
- All conditions stated on this development permit must be complied with.
- You have one year from Date of Decision to commence construction. All appropriate building/mechanical permits must be applied for and issued. In the case of a change of use within an existing structure where no significant construction or reconstruction is necessary, the applicant shall have the new use in operation within one year of the decision of the development permit.

**Regional Municipality of Wood Buffalo
Planning & Development Department
per:**

**Jennica Collette
Planner
Planning and Development Dept.
Land Services Branch
Regional Municipality of Wood Buffalo
jennica.collette@rmwb.ca**

Issued : September 26, 2019
Date

9909 Franklin Avenue, Fort McMurray, Alberta, Canada, T9H 2K4 www.rmwb.ca
Anzac • Conklin • Draper • Fort Chipewyan • Fort Fitzgerald • Fort MacKay
Fort McMurray • Gregoire Lake Estates • Jarvier • Marlana Lake • Sapræ Creek Estates

Advisory Notes:

- 1 Any signage proposed for this development shall require a separate application and approval.
- 2 The sump shall be installed so that discharge is as per the requirements of the Sewage Bylaw.
- 3 The developer shall install all appropriate signage at access/egress locations in accordance with the requirements of the Engineering Department.
- 4 Site services shall be in accordance with the Engineering Standards of the Regional Municipality of Wood Buffalo – Fort McMurray Urban Service Area and the standards set by the Franchise Utilities operating within the Fort McMurray Urban Service Area.
- 5 A Utility Installation Permit is required from the developer and shall be obtained from Engineering Services Division prior to installing underground utilities.
- 6 A route permit may be required for this development and shall be applied for through the Planning and Development Department.
- 7 Any damage to the streets, sidewalks, curbs or landscaped boulevards caused by this development shall be the full responsibility of the developer to restore.
- 8 All required Safety Code permits under the Safety Code Act in the: building, mechanical, electrical, gas, plumbing and private sewage disciplines must be obtained for this development. Please contact the Regional Municipality of Wood Buffalo - Planning and Development Branch to obtain the required Safety Code permits or for information regarding these permits 780-799-8695.
- 9 A Municipal Business License may be required for this development. Please contact the Licensing Enforcement Officer for information and an application, if required.
- 10 The Alberta Fire Code applies in and around buildings existing or being constructed on a site. Complete project plans and specifications, construction fire safety plans, and fire related activities requiring Fire Prevention Permits shall be reviewed by the Fire Authority prior to the commencement of any work related thereto. Inquiries and permit applications shall be submitted to the Fire Authority.
- 11 All Federal, Provincial and Municipal statutes and regulations shall be met, including the Alberta Building Code.
- 12 It is suggested that further coordination with Rural Water Sewer Servicing (RWSS) and/or Engineering take place.
There are discrepancies between the sizing of connections between both projects. We have asked RWSS to confirm that the Urban System drawings are right and that the connections are correctly sized.
RWSS were also going to clarify responsibility for the CC and chamber installation. If the applicant will be responsible for this ensure the Engineering Standards are followed. For instance a thaw wire is missing on Detail 3.
- 13 Before excavating the developer must contact Alberta One Call at 1-800-242-3447. It is the responsibility of the developer to ensure ATCO Electric is contacted should electrical service be required. If there is work to be done in the vicinity of overhead or underground power lines the developer will ensure safe distances are maintained and contact the local office if an onsite consultation is required.
If the developer is exploring the expansion of the hard surface area they will be encroaching on the ATCO Electric easement and/or utility right of way, ATCO Electric will not move these underground lines so expanding should not be permitted inside of 1 meter of ATCO Electric equipment.
If crossing ATCO Electric power lines please apply for crossing agreement with ATCO Electric Lands and Property.

14 The following advisory notes have been provided by Alberta Health Services:

1. Please ensure activities associated with construction and operation of the proposed development are maintained in accordance with the Alberta Public Health Act Nuisance and General Sanitation Regulation (AR 243/2003) which states:

No person shall create, commit or maintain a nuisance. A person who creates, commits or maintains any condition that is or might become injurious or dangerous to the public health or that might hinder in any manner the prevention or suppression of disease is deemed to have created, committed or maintained a nuisance.

2. If any evidence of contamination or other issues of public health concern are identified at any phase of development, SHE wishes to be notified.

3. SHE supports connection to Alberta Environment-approved municipal or regional drinking water and wastewater systems. If any future buildings constructed on the proposed development will not be connected to RMWB services, SHE wishes to be notified:

Please note that the drinking water source (e.g. private well) must conform to the Alberta Public Health Act, Nuisance and General Sanitation Guideline 243/2003 which states the following:

"No person shall locate a water well within

a) 10m of a watertight septic tank, pump out tank or other watertight compartment of a sewage or waste water system

b) 15m of a weeping tile field, evaporative treatment mound or an outdoor pit privy

c) 30m of a leaching cesspool

d) 50m of sewage effluent on the ground surface

e) 100m of a sewage lagoon, or

f) 450m of any area where waste is or may be disposed of at a landfill" (AR 243/2003, s.15)

15 Landscape References:

The Specifications for Plant Material can be found in Section 72. 6 Land Use Bylaw No. 99/059 on Page 75

<https://www.rmwb.ca/Assets/Departments/Legislative+and+Legal+Services/Bylaws/Consolidate+Land+Use+Bylaw+99+059.pdf>

Section 10 of the RMWB 2016 Engineering Servicing Standards refers to Landscaping Standards

https://www.rmwb.ca/Assets/00assets/living/services+utilities/pdf_images/Engineering+Servicing+Standards+Dec+14+2016.pdf

Conditions:

- 1 This development is classified as a Resort Facility and is a Discretionary Use -
Development Officer in the PR - Parks and Recreation District. Approval of this use is
limited to the uses and activities as described in the stamped descriptive letter.
- 2 Any temporary or auxiliary buildings/signs placed on site during construction shall be
removed prior to issuance of Full Development Completion Certificate.
- 3 Construction materials, including garbage, shall be stored so as not to create a nuisance
to neighbouring properties and not attract or be accessible to wildlife.
- 4 The garbage and waste material shall be stored in weather-proof and animal-proof
containers and shall be visually screened in a manner compatible with the design and
external materials of the principal buildings on the site as shown on the approved plans.
- 5 The building location, orientation, capacity and/or use shall be as indicated on the
approved drawings. Any changes to the approved plans shall be submitted to the
Development Officer for further approval.
- 6 A minimum of 54 on-site parking stalls are required for development. The 167 stalls shall
be provided as indicated on the approved plan. All parking stalls shall be hard surfaced
with gravel unless otherwise indicated on the approved plans. A minimum of 2 of the
required stalls shall be accessible parking stalls. These parking stalls shall be
hard-surfaced with asphalt, level, located close to an entrance, and shall be designated
with the International Symbol of Access.
- 7 All parking stalls shall be graded such that no slope in any direction is less than 0.5%
and not more than 4%, to the satisfaction of the Development Officer. All soft
landscaped areas shall have a minimum slope of 2% away from buildings. An As-Built
Grading Plan is required to confirm this condition has been met.
- 8 A final as-built site grading plan shall be prepared to the satisfaction of the Engineering
Department and shall be approved prior to issuance of Full Development Completion
Certificate.
- 9 Any excess fill must be deposited on a site approved by the Municipality. Please contact
the Engineering Department and/or the Environmental Branch of the Public Works
Department.
- 10 Any and all easements required by the Municipality or any franchise utility as a result of
this development shall be provided by the developer at no cost to the Municipality or any
franchise utility and shall be registered on title by Utility Right-of-Way Plan.
- 11 Should it be necessary to alter any on site Municipal or franchise utilities, all cost shall
be borne by the developer.
- 12 There shall be no unauthorized use of any adjoining Public Utility Lot or Reserve Land
during the course of the approved development construction. The developer may apply to
the Development Officer to utilize these lands.
- 13 Before any construction starts, the applicant shall ensure that the site or portion of the
site under construction is fully fenced, in order to prevent any damage to Municipal
infrastructure and landscaping surrounding the site, to ensure controlled and safe access
and egress of the site, and to provide safe pedestrian access on and through any
municipal lands adjacent to the site. The site access locations shall be maintained and
operated to the satisfaction of the Development Authority. The fencing is to remain in
place and in good working condition until all construction activities have ceased and a
Development Completion Certificate indicating the fencing can be removed has been
issued.
- 14 Any required removal or modification of existing on-site underground storage tanks and
the management of identified contaminants shall be undertaken to the satisfaction of the
appropriate authorities prior to the construction of the approved development and all
applicable permits received from the local Fire Authority.
- 15 A Development Completion Certificate is required within three years of Development
Permit Issuance unless otherwise approved by the Development Authority and shall be
applied for by the applicant on completion of the conditions of development and prior to
occupancy.

- 16 The landscaping and all related surface work shall be completed as per the approved plans within one (1) year from the date of building occupancy or within two (2) years from the date of Development Permit issuance, whichever is sooner, unless an extension is granted by the Development Authority.
- 17 No building, as defined by Land Use Bylaw 99/059, shall be constructed or placed on, in, over, or under the land within the identified 30.0m setback from Gregoire/Willow Lake.
- 18 No camping activity is permitted as part of this Development Permit.
- 19 There shall be no runoff water directed to the Gregoire/Willow Lake waterbody.
- 20 If trees and shrubs are to be installed in islands within the parking area the islands should meet the minimum design standard outlined in Section 72.7 e) of Land Use Bylaw No. 99/059.
- 21 If landscaping is going to be installed on the site, the landscaping installed should meet the minimum standards outlined in Section 72.6 a), b), c) g) and h) of Land Use Bylaw No. 99/059. Trees and shrubs should be planted according to Standard Detail 10-500 and 10-501 found in the RMWB 2016 Engineering Servicing Standards. Seed should meet the Parks/Boulevards composition outlined on page 10-17 and sod should meet the requirement outlined on page 10-16 of the RMWB 2016-Engineering Servicing Standards. Ensure that trees installed on the site are not species on the Municipal Quarantine List. This list is on page 10-35 of the RMWB 2016 Engineering Servicing Standards.
- 22 The Developer shall ensure that trees, measured from the center of the tree trunk, be setback a minimum distance, to above and below grade utilities and property lines. Setbacks are established by utility providers and Developers are encouraged to review and confirm all setbacks prior to design or construction. The Minimum Setback distances for trees can be found on pages 10-22 and 10-23 of the RMWB 2016 Engineering Servicing Standards.
- 23 Utility installations to be as per RMWB Engineering Servicing Standards. This document provides the minimum standards for sizing, cover, separation, slope and much more.

Call UGS at 780 799 5823 for any questions regarding the Utility Connection Permit and/or Water Meter Permit and to book an inspection

CVS COPY

CCDC 2

CCDC 2

stipulated price contract

2008

Camp Yogi Society

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
 - * The Association of Canadian Engineering Companies
 - * The Canadian Construction Association
 - * Construction Specifications Canada
 - * The Royal Architectural Institute of Canada

*Committee policy and procedures are directed and approved by the four constituent national organizations.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on the 23 day of August in the year 2019

by and between the parties

Camp Yogi Society

hereinafter called the "Owner"

and

Integrity Building Ltd.

hereinafter called the "Contractor"

The Owner 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 Permitting, Design, and Construction of a **S.16 (1)** Post Frame Building w/ Interior Finishes as per IFC Drawings

located at

insert above the name of the Work

201 Townsend Drive, Anzac, Alberta, T0P 1J0

for which the Agreement has been signed by the parties, and for which Integrity Buildings Ltd

insert above the Place of the Work

is acting as and is hereinafter called the "Consultant" and

insert above the name of the Consultant

- 1.2 do and fulfill everything indicated by the Contract Documents, and
- 1.3 commence the Work by the 15th day of September in the year 2019 and, subject to adjustment in Contract Time as provided for in the Contract Documents, attain Substantial Performance of the Work, by the 15th day of December in the year 2019.

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 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.

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ARTICLE A-3 CONTRACT DOCUMENTS

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

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract
- *

* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)

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2

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Builders Job No.

TERMS OF PAYMENT - DATES

The Purchaser agrees to pay to the Builder the Total Price (subject to adjustments, changes or extras) by way of certified cheque, bank draft or solicitor trust cheque as follows:

| | | |
|---|----------------------|---|
| Estimated Start Date: <u>June 6, 2019</u> | \$ 20,000.00 | Design Deposit - incl. Permit Submissions and Management. |
| Estimated Start Date: <u>September 16, 2019</u> | \$ <u>197,487.88</u> | 30% of the agreed contract price due upon signing of this agreement - less design retainer amount. |
| Estimated Start Date: <u>September 30, 2019</u> | \$ 131,658.57 | 20% of agreed contract price due upon Lock Up (Shell constructed w/ windows and man doors installed) |
| Estimated Start Date: <u>October 30, 2019</u> | \$ <u>131,658.57</u> | 20% of agreed contract price due upon mechanical rough-ins inspection. |
| Estimated Start Date: <u>November 30, 2019</u> | \$ 131,658.57 | 20% of agreed contract price due upon substantial completion of the interior of the building. |
| Estimated Start Date: <u>December 15, 2019</u> | \$ 65,829.27 | 10% being the balance of the Total Price due on the completion and possession of the building by the Purchaser. |

Builder Initials:

Owner Initials: 

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 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. 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*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
 - .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.7 If there is a conflict within the *Contract Documents*:
 - .1 the order of priority of documents, from highest to lowest, shall be
 - the Agreement between the *Owner* and the *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 1 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .4 later dated documents shall govern over earlier documents of the same type.
- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* 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 *Consultant*.
- 1.1.10 Models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 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.
- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

15. **Project**
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
16. **Provide**
Provide means to supply and install.
17. **Shop Drawings**
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
18. **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*.
19. **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*.
20. **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 and is so certified by the *Consultant*.
21. **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 *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.
22. **Supplier**
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
23. **Temporary Work**
Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.
24. **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.
25. **Work**
The *Work* means the total construction and related services required by the *Contract Documents*.
26. **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*.

DEFINITIONS

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

1. **Change Directive**
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.
2. **Change Order**
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
 - a change in the *Work*;
 - the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
 - the extent of the adjustment in the *Contract Time*, if any.
3. **Construction Equipment**
Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.
4. **Consultant**
The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.
5. **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.
6. **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.
7. **Contract Price**
The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
8. **Contract Time**
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.
9. **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 *Owner* in writing.
10. **Drawings**
The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.
11. **Notice in Writing**
A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.
12. **Owner**
The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.
13. **Place of the Work**
The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.
14. **Product**
Product or *Products* means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

ARTICLE A-8 SUCCESSION

8.1 The *Contract* shall endure 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

OWNER

Camp Yogi Society

name of owner


signature

ROSEMARIE PRATT
name of person signing


signature

ROSEMARIE PRATT
name of person signing

DARRYL WOYTKIW
signature

Darryl Woytkiw - President
name and title of person signing


signature

Nadine Finch, Treasurer
name and title of person signing

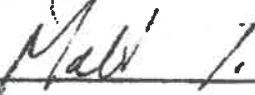
WITNESS

CONTRACTOR

Integrity Buildings Ltd.

name of Contractor

signature


signature

Matthew Johnson - General Manager

name of person signing

name and title of person signing

signature

signature

name of person signing

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner 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.

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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 hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of 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.

Owner

Camp Yogi Society

name of Owner*

201 Townsend Drive, Anzac, Alberta, T0P 1J0

address

facsimile number

s.17 (1)

email address

Contractor

Integrity Buildings Ltd.

name of Contractor*

48223 338 Ave East, Okotoks, Alberta, T1S 1A8

address

facsimile number

matt.j@integritybuilt.com

email address

Consultant

Integrity Buildings Ltd.

name of Consultant*

48223 338 Ave East, Okotoks, Alberta, T1S 1A8

address

facsimile number

matt.j@integritybuilt.com

email address

* 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 both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the ~~English~~ / French # language shall prevail.
Complete this statement by striking out inapplicable term.
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

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ARTICLE A-4 CONTRACT PRICE

- 4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Six Hundred and Forty Five Thousand Nine Hundred and Ninety Three

/100 dollars \$ 645993.20

- 4.2 *Value Added Taxes* (of 5 %) payable by the *Owner* to the *Contractor* are:

Thirty-Two Thousand Two Hundred and Ninety Nine

/100 dollars \$ 32299.66

- 4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

Six Hundred and Seventy Eight Thousand Two Hundred Ninety Two

/100 dollars \$ 678292.86

- 4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

- 4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

- 5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of Ten percent (10 %), the *Owner* shall:

- 1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
- 2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- 3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

- 5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

- 5.3 Interest

- 1 Should either party 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:

(1) 2% per annum above the prime rate for the first 60 days.

(2) 4% per annum above the prime rate after the first 60 days.

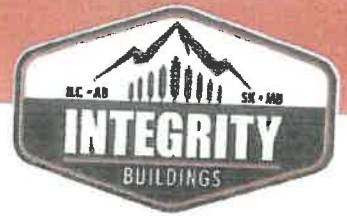
Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

TD Canada Trust

(Insert name of chartered lending institution whose prime rate is to be used)

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 5.3.1 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.



BUDGETARY BREAKDOWN

Preliminary based on client drawings and conventional building practices

| | |
|--|--------------------|
| POST BUILDING STRUCTURE AS PER QUOTE | \$163,504.00 |
| ENGINEERING/DESIGN & PERMITS | \$20,000.00 |
| PLUMBING (BASED ON ONE BAR SINK) <ul style="list-style-type: none">• [1] Kitchen sink• [5] Lav sinks• [8] Toilets• [8] Showers• [1] 50 gallon water tank• HVAC<ul style="list-style-type: none">↳ [2] Furnaces and [2] AC units | \$94,400.00 |
| ELECTRICAL - INCLUDING SERVICE | \$73,160.00 |
| <div>§ 16 (1)</div> CONCRETE SLAB WITH GRAVEL | \$54,280.00 |
| Prep 10mm Re-Bar | |
| INTERIOR FINISH/PARTITIONS/DRYWALL/TBAR/PAINTING | \$151,866.00 |
| DOORS, CASINGS, BASE, VINYL STRIP | \$25,488.00 |
| KITCHEN & BAR CABINETS | \$11,800.00 |
| SHUTTERS FOR BAR & KITCHEN | \$2,124.00 |
| EAVESTROUGH | \$2,171.20 |
| SUPERVISION WORKFORCE | \$47,200.00 |
| TOTAL PRICE | \$645,993.20 + GST |

GC 1.4 ASSIGNMENT

- 1.4.1 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 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* 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 pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples 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*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and 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*.
- 2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* 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*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* 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.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*;
 - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
 - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
 - .4 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 coverage of the *Contractor* as it affects the *Work*; and
 - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
 - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
 - .3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner'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*.
- 3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.2.6 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 *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Contractor* shall engage and 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.

- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 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 *Consultant*.
- 3.8.3 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

- 3.9.1 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 *Owner* and the *Consultant*.

GC 3.10 SHOP DRAWINGS

- 3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.
- 3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant'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*.
- 3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

- 3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *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* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 DOCUMENT REVIEW

- 3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* 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 *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which 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 *Consultant*.

GC 3.5 CONSTRUCTION SCHEDULE

- 3.5.1 The *Contractor* shall:
- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for 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*;
 - .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
 - .3 advise the *Consultant* 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

- 3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* 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

- 3.7.1 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:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
 - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
 - .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- 3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.
- 3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.
- 3.7.4 If the *Owner* 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.

GC 3.11 USE OF THE WORK

- 3.11.1 The *Contractor* shall confine *Construction 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*.
- 3.11.2 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

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.12.4 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

- 3.13.1 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 *Owner*, other contractors or their employees.
- 3.13.2 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 *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 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*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 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 *Owner* shall be credited for the unexpended 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.
- 4.1.5 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.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 4.2.4 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 OWNER

- 5.1.1 The *Owner* 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 *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 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.
- 5.2.3 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.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, 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*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 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 *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
 - .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
 - .2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
 - .3 the *Owner* 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:
 - receipt by the *Consultant* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.1 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 *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* 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*.
- 5.4.2 The *Consultant* 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:
- .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 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 each of the *Owner* and the *Contractor*.
- 5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:
- .1 submit an application for payment of the holdback amount,
 - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

- 5.6.2 In the province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such 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

- 5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.7.2 The *Consultant* 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.
- 5.7.3 When the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* 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

- 5.8.1 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 *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.9 NON-CONFORMING WORK

- 5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* 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 OWNER'S RIGHT TO MAKE CHANGES

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

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* 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 *Consultant*, 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*.
- 6.2.2 When the *Owner* and *Contractor* agree to the adjustments 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

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 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*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
 - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
 - (4) engaged in the processing of changes in the *Work*.
 - .2 contributions, assessments or 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 6.3.7.1;
 - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction 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*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Contractor's* field office;
 - .8 deposits lost;
 - .9 the amounts of all subcontracts;
 - .10 quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
 - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .16 removal and disposal of waste products and debris; and
 - .17 safety measures and requirements.

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 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 *Consultant* 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 costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* 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.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* 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 and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 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
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 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 *Consultant* 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.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 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 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

- 7.1.1 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 *Owner* may, without prejudice to any other right or remedy the *Owner* 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.
- 7.1.2 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 *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* 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*.

- 6.3.8 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*.
- 6.3.9 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 *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 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 progress payments.
- 6.3.12 If the *Owner* 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 *Consultant* for determination.
- 6.3.13 When the *Owner* 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*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
 - .2 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 construction 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.
- 6.4.2 The *Consultant* 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 *Consultant*, with the *Owner'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.
- 6.4.3 If the *Consultant* 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 *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, 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

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 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 *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

- 7.1.3 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 *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 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 *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
 - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* 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*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
 - .4 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.
- 7.1.6 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

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 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 *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* 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*.
- 7.2.5 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 *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
- 1 within 20 *Working Days* after the *Contract* was awarded, or
 - 2 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.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT 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 *Consultant*, 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*.
- 8.2.3 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.
- 8.2.4 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 Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 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.

- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
 - (1) *Substantial Performance of the Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation 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 and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 - AUTHORITY OF THE CONSULTANT.
- 8.3.2 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 8.2.6 of GC 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

- 9.1.1 The *Contractor* shall protect the *Work* and the *Owner'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:
- .1 errors in the *Contract Documents*;
 - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner'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.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's 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*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force 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*.

- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 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 *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 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
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* 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 *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* 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 *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* 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:
- .1 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;
 - .2 make good any damage to the *Work*, the *Owner'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;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.9 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

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place of Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 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 *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* 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 *Consultant*, with the *Owner'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.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER 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 MOULD

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
 - .2 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 mould, and
 - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 make good any damage to the *Work*, the *Owner*'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
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 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
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, 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

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* 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 referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and 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.

- 10.2.5 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 bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; 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 damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, 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

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

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, again with the *Contractor's* application for payment of the holdback 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.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
- 1 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 *Owner* and the *Consultant* 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*. Liability coverage shall be provided for completed operations hazards 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*.
 - 2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
 - 3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*
 - 4 "Broad-form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. 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:
 - (1) 10 calendar days after the date of *Substantial Performance of the Work*;

- (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitation, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
- (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
- .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
 - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds 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
 - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* 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.
- .7 *Contractors' Equipment Insurance* from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 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 *Owner* 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*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

- 11.2.2 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*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, 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:
- .1 caused by:
 - (1) 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
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
 - .2 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 5.4.2.2 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 indemnity for claims other than those provided for in this *Contract*.
- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* 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 referred to in CCDC 41 in effect at the time of bid closing.
 - .2 In respect to losses suffered by the *Owner* 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.
 - .3 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 12.1.2.1 and 12.1.2.2 shall apply.
- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.
- 12.1.4 The *Owner* 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.
- 12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
 - .2 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*.
- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
 - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment 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

- 12.2.1 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 *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* 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:
- .1 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 *Owner* 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*;
 - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 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
 - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 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 *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner'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:
- .1 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 *Owner* 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*;
 - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 – INDEMNIFICATION;
 - .4 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*;
 - .5 claims arising pursuant to GC 12.3 – WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* 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:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 “*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:
- .1 a clear and unequivocal statement of the intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 12.2.7 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.

- 12.2.8 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.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 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 12.2.3.1 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*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 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 12.2.1.1 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

- 12.3.1 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*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 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.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 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 *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

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CCDC 41 CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
 - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
 - Asbestos
 - Cyber Risk
 - Mould
 - Terrorism

Association
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Engineering
Companies

Canadian
Construction
Association

Construction
Specifications
Canada

The Royal
Architectural
Institute of Canada