

# VILLAGE OF SOUTH RIVER

## ACCESSIBLE WALKING / CYCLING PATH SPECIFICATIONS

EXP PROJECT NO. NTB-24001033-00

JUNE 2024



**CONSULTING ENGINEERS:**

EXP SERVICES INC.  
757 Main Street East  
North Bay, Ontario  
P1B 1C2

Tel: (705) 474-2720



**OWNER:**

VILLAGE OF SOUTH RIVER  
63 Marie Street  
South River, Ontario  
POA 1X0

Tel: (705) 386-2573

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**VILLAGE OF SOUTH RIVER**

**ACCESSIBLE WALKING / CYCLING PATH**

Sealed Tenders, properly marked, will be received by the Village of South River, 63 Marie Street, South River, ON, POA 1X0, until **2:00 p.m.** local time on:

**July 19, 2024**

Major items and approximate quantities are as follows:

- 4090m<sup>2</sup> of Clearing and Grubbing
- 1830m<sup>2</sup> of Asphalt Paving
- 380m<sup>3</sup> of Granular 'A'
- 650m<sup>3</sup> of Granular 'B'
- 1100m of Ditching

Tenders will be opened and read publicly after **2:00 p.m.** local time on the above date at the Village office.

The successful Tenderer will be required to provide a 100% Contract Bond upon execution of the Contract Agreement.

The lowest or any Tender will not necessarily be accepted.



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Before submitting your tender, check the following points:

|  |                          |
|--|--------------------------|
| 1. Has your tender been signed, sealed, and witnessed?   | <input type="checkbox"/> |
| 2. Have you enclosed the Tender Deposit, i.e., Certified Cheque, Bank Draft or Money Order?                                      | <input type="checkbox"/> |
| 3. Have you enclosed the Agreement to Bond, signed and sealed by your proposed Surety?   | <input type="checkbox"/> |
| 4. Have you completed all schedules and prices in the Form of Tender?  | <input type="checkbox"/> |
| 5. Have you indicated the number of addenda included in the tender price?  | <input type="checkbox"/> |
| 6. Have you shown the time for completion of the work? (if applicable)   | <input type="checkbox"/> |
| 7. Have you listed the Sub-Contractors (if applicable)?  | <input type="checkbox"/> |
| 8. Have you listed your Experience in Similar Work?  | <input type="checkbox"/> |
| 9. Have you listed your Senior Staff?  | <input type="checkbox"/> |
| 10. Have you listed the Tenderer's plant?  | <input type="checkbox"/> |
| 11. Have you included your Traffic Management Plan and Construction Schedule?  | <input type="checkbox"/> |
| 12. Are your documents complete?   | <input type="checkbox"/> |
| Your tender will be informal and may be disqualified if ANY of the foregoing points (if applicable) have not been complied with. |                          |
| <b>ENSURE THAT THE TENDER ENVELOPE IS SEALED AND PROPERLY IDENTIFIED.</b>  |                          |

# VILLAGE OF SOUTH RIVER

## ACCESSIBLE WALKING / CYCLING PATH

EXP PROJECT NO. NTB-24001033-00

### INSTRUCTIONS TO TENDERERS



**CONSULTING ENGINEERS:**

EXP SERVICES INC.  
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## 1. Location and Scope of the Work

The project is located on Riverside Ave and Bogart Street in the Village of South River and consists of the construction of a new accessible walking/cycling trail. The proposed trail will connect Ottawa Avenue and Howard Street and will provide an extension to the Tom Thomson Park trail to connect into the Village's walking trail network.

The new trail construction will include clearing and grubbing, granular base, culverts, ditching, asphalt paving, and wayfinding signs.

## 2. Pre-Tender Meeting, Delivery and Opening of Tenders

A Pre-Tender Meeting is scheduled for **10:00am, July 9, 2024**. Please meet on site at the Tom Thomson Park wayfinding sign on Howard Street where attendance will be taken. A site visit and review of the tender documents / project will follow.

Attendance at the meeting is **mandatory**. Subsequently, failure to attend the Pre-Tender Meeting will result in disqualification of a submitted Tender.

Tenders for the project listed above, sealed in the envelope, and clearly marked as to contents, will be received by the Village of South River, 63 Marie Street, South River, ON, POA 1X0 until **2:00pm**, local time on:

**July 19, 2024**

Each Tender will be marked with the date and time of receipt by the CAO or his authorized representative.

On the closing date, commencing at **5 minutes after 2:00pm**, local time, the envelopes will be opened by the CAO, or an authorized representative, and the Tenderer's name and the Total Tendered Amount (excluding HST) will be read and recorded publicly at the Village of South River, 63 Marie Street, South River, Ontario.

## 3. Request for Information, Omissions and Discrepancies

Should a Tenderer have inquiries, find discrepancies in, or omissions from, the drawings, specifications, or other Tender documents, or should he be in doubt as to their meaning, he should notify EXP in writing not later than four (4) business days before the closing date for the Tenders. The deadline for such requests shall be **1:00pm, July 10, 2024**.

Any such request must be submitted by **email only** to:

Attention: Codey Munshaw, P.Eng.

Email: [codey.munshaw@exp.com](mailto:codey.munshaw@exp.com)

Questions or inquiries via phone call will not be answered.

If the Engineer considers that a correction, explanation, or interpretation is necessary or desirable, he will issue a written Addendum to all who have taken out Tender documents. Any requests for information or clarification received by the deadline above will be responded to by **4:00pm, July 12, 2024** via email.

#### 4. Tendering Requirements

Tenderers are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- (a) The correct Tender Form, as supplied by the Village must be used and must be in the possession of the Official designated to receive tenders, or his duly authorized representative on or before the Tender Closing Date and Time. Tenders received after closing time will not be considered.
- (b) The Tender must be legible, written in ink or by typewriter, and all items must be tendered, where stipulated, with the unit price for every item and other entries clearly shown. Unit prices shall not include the Harmonized Sales Tax (HST).
- (c) Alternative proposals will not be considered unless requested in the tender documents.
- (d) The Tender must not be qualified by a statement added to the Tender Form or a covering letter, or alterations to the Tender Forms provided by the Village.
- (e) Adjustments by telephone, facsimile, or letter to a Tender already submitted will not be considered. A Tenderer desiring to make adjustments to a Tender must withdraw the Tender and/or supersede it with a later tender submission.
- (f) The Tender Form must be signed in the space(s) provided on the form, with the signature of the Tenderer or of a responsible official of the organization tendering. If a joint tender is submitted, it must be signed on behalf of each of the Tenderers and if the signing authority for both Tenderers is vested in one individual he shall sign separately on behalf of each Tenderer. In the case of an incorporated company, the corporate seal must be affixed to the Tender Form.
- (g) Erasures, overwriting or strikeouts must be initialed by the person signing on behalf of the organization tendering.
- (h) The Tender shall be accompanied by a tender deposit in the form of a certified cheque, bank draft, money order or bid bond. It shall be payable to the Village of South River for an amount equal to or greater than that specified below and must be enclosed in the same envelope as the Tender.
- (i) The Tender Deposit will vary depending on the value of the Tender, and will be in accordance with the following table:

| <u>TOTAL TENDER AMOUNT</u> | <u>MIN DEPOSIT REQUIRED</u> |
|----------------------------|-----------------------------|
| 20,000.00 or less          | 500.00                      |
| 20,000.01 to 50,000.00     | 1,000.00                    |
| 50,000.01 to 100,000.00    | 5,000.00                    |
| 100,000.01 to 250,000.00   | 15,000.00                   |





---

|                              |            |
|------------------------------|------------|
| 250,000.01 to 500,000.00     | 25,000.00  |
| 500,000.01 to 1,000,000.00   | 40,000.00  |
| 1,000,000.01 to 2,000,000.00 | 75,000.00  |
| 2,000,000.01 and over        | 150,000.00 |

## 5. Acceptance/Rejection of Tender

Following the private tender opening, the Consulting Engineer will review the Tenders and select one (1) bid to present to the Village Council for review and approval.

The Consulting Engineer will then submit a report to the Village with recommendation for the award of the Contract. If the recommendation is to award the Contract and the recommendation is accepted by the Village, the Village will pass a resolution accepting the Tender and will immediately notify the successful Tenderer that their tender has been accepted.

Wherever in a Tender, the amount for any item does not agree with the extension of the estimated quantity and tendered unit price, the unit price shall govern, and the amount and the total tender price shall be corrected accordingly.

The Owner reserves the right in its absolute discretion to accept the tender which it deems most advantageous to itself and the right to reject any or all tenders. The lowest quoted price may not necessarily be accepted by the Owner. In determining which tender provides the best value to the Owner, consideration may be given to past performance of the Tenderer. The Owner reserves the right to verify the validity of information submitted in the tender and may reject any tender where the contents appear to be incorrect, inaccurate or inappropriate in the Owner's estimation. The Owner reserves the right to assess the ability of the Tenderer to perform the contract and may reject any tender where the personnel and/or resources of the Tenderer appear insufficient in the Owner's estimation.

Tenders which are incomplete, conditional, unclear or which contain alterations of any kind or otherwise fail to conform to the instructions to Tenderers, may be rejected. The Owner reserves the right in its sole discretion to reject or retain for consideration tenders which are nonconforming because they do not contain the content or form required by the instructions to Tenderers or fail to comply with the process for submission set out in the instructions to Tenderers.

Changes will not be permitted after the tenders have been opened, unless negotiated by the Owner with the Tenderer. The Owner may modify or cancel the tender process prior to accepting any proposal. Should the Owner not receive any tender which is in its sole and absolute discretion satisfactory, the Owner reserves the right to reissue a request for tenders or negotiate a contract for the whole or any part of the project with any person, including one or more of the Tenderers.

In submitting a tender, the Tenderer agrees that it will not claim damages against the Owner for matters relating to the project, the contract or the competitive process. In submitting a tender, the Tenderer waives any claim for loss or profits if no agreement is entered into with the Tenderer.

## 6. Disposition of Tender Deposit

Following the checking of the tenders, all tender deposits, other than the successful Tenderer and one alternate Tenderer, will be destroyed unless specifically requested by the Tenderers

When copies of the executed Contract are returned and found acceptable to the Village, the Tender Deposits of the successful Tenderer and the alternate Tenderer will be returned by Registered Mail.

## 7. Execution of Contract

Tenders shall be open for acceptance for a period of thirty (30) days after closing date. After this time the tender may only be accepted with the consent of the successful Tenderer.

The successful Tenderer shall be allowed *ten (10) calendar days* between the date of faxing the notification of acceptance of his Tender and the Form of Agreement, and the date the executed Contract must be returned to the Village.

The blank Form of Agreement bound in the Specimen Forms is for the Tenderer's information only; an original version will be provided to the successful Tenderer for signature.

The commencement date for work under this Contract shall be fourteen (14) calendar days after receipt of the Engineer's written order to commence work.

## 8. Failure by Successful Tenderer to Execute Contract

If the Contract has been awarded and the successful Tenderer fails to sign the Contract within the specified time, the Consulting Engineer may grant additional time to fulfill the necessary requirements or may recommend:

- (i) that the Contract shall be awarded to the next alternate Tenderer, or
- (ii) that the Contract shall be cancelled.

In the case of (i) or (ii) above, the tender deposit of the successful Tenderer shall be forfeited. If the Contract is to be awarded to the alternate Tenderer, his tender deposit will be retained until he has executed the Contract.

If the alternate Tenderer fails, or declines, to execute the Contract, if awarded to him, his tender deposit shall be forfeited.

## 9. Bonding Requirements

The successful Tenderer, when notified in writing of the acceptance of his Tender, shall furnish a Contract Bond (100% Performance; 100% Payment) for the proper completion of the Contract and the payment of all creditors, OR 100% of the amount of the tender in cash or certified cheque. In the case of a Contract Bond, the said Bond shall be for 100% of the amount of the tender and must be issued by a Bonding Company satisfactory to the Owner and authorized by law to carry on business in the Province of Ontario. The security shall be maintained in force until the Final Release of Holdback Payment Certificate is issued.

If he intends to provide a Contract Bond, the Tenderer shall include the Agreement to Bond with his tender, using a form similar to that bound in the Form of Tender. In the case of cash or certified cheque, the Tenderer shall provide a letter, stating his intent in accordance with the details above, in lieu of the Agreement to Bond.

## 10. Omissions, Discrepancies, Interpretations & Addenda

Should a Tenderer find discrepancies in, or omissions from, the drawings, specifications or other tender documents or should he be in doubt as to their meaning, he should notify the Consulting Engineer who may send a written instruction to all Tenderers in the form of an Addendum to the Contract.

No oral interpretation shall be made to a Tenderer as to the meaning of any of the tender documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing, addressed and forwarded to the Consulting Engineer.

## 11. Proof of Ability

In order to aid the Village in determining the responsibility of the Tenderer, the Tenderer shall complete the following statement sheets, which are bound herein.

- Statement A - Summary of Tenderer's Experience in successfully completed works.
- Statement B - Qualification of Tenderer's Senior Supervisory Staff to be employed on this contract.
- Statement C - Traffic Management Plan
- Statement D - Construction Schedule

## 12. Subcontractors

The Tenderer shall provide in the Form of Tender, the name and address of each proposed subcontractor used in making up the tender and shall state the portion of the work allotted to each. Only one subcontractor shall be named for each part of the work sublet. The Contractor shall not be allowed to substitute other subcontractors in place of those named without the written approval of the Engineer.

## 13. Taxes

All unit prices are to exclude the Harmonized Sales Tax. Such tax will be shown as a separate entry on the Schedule of Items and Prices.

## 14. Acceptance of Tenders

Tenders will only be accepted from bidders that are in compliance with the Municipality's Purchasing Bylaw (current bylaw as of the date of this tender).

**END OF INSTRUCTIONS TO TENDERERS**

# VILLAGE OF SOUTH RIVER

## ACCESSIBLE WALKING / CYCLING PATH

EXP PROJECT NO. NTB-24001033-00

### FORM OF TENDER



**CONSULTING ENGINEERS:**

EXP SERVICES INC.  
757 Main Street East  
North Bay, Ontario  
P1B 1C2

Tel: (705) 474-2720



**OWNER:**

VILLAGE OF SOUTH RIVER  
63 Marie Street  
South River, Ontario  
POA 1X0

Tel: (705) 386-2573

**VILLAGE OF SOUTH RIVER  
ACCESSIBLE WALKING / CYCLING PATH**

TENDER BY \_\_\_\_\_

ADDRESS \_\_\_\_\_

TEL NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

PERSON SIGNING \_\_\_\_\_

A COMPANY DULY INCORPORATED UNDER THE LAWS OF \_\_\_\_\_

AND HAVING ITS HEAD OFFICE AT \_\_\_\_\_

HEREINAFTER CALLED "THE TENDERER".

NOTE: The Tenderer's name and residence must be inserted above and in the case of a firm, the name and residence of each and every member of the firm must be inserted.

TO: Village of South River  
63 Marie Street, South River, ON, P0A 1X0

I/WE, \_\_\_\_\_ having carefully examined the locality of the proposed work, and having read, understood and accepted the Provisions, Plans, Specifications and Conditions, Form of Agreement and Addendum/Addenda No. \_\_\_ to \_\_\_\* inclusive, attached hereto, each and all of which forms part of this Tender, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construction, all material to complete the work in strict accordance with the Provisions, Plans, Specifications and Conditions attached hereto, for the sum of (exclude HST):

\_\_\_\_\_/100 (\$ \_\_\_\_\_),  
or such other sum as may be ascertained in accordance with the Contract. The aforesaid sum is derived from the Schedule of Items and Prices following.

\*The Tenderer shall insert here the number of Addenda received by him during the tendering period and taken into account by him in preparing his tender.

Attached to this Tender is a certified cheque, or other form of security, in the amount specified in the "Information for Tenderers", made payable to the ***Village of South River***, the proceeds of which, upon acceptance of this Tender, shall constitute a deposit which shall be forfeited to the Owner if I/WE fail to file with the Owner the executed Form of Agreement for the performance of the work within ten (10) calendar days from the date of notification of the acceptance of this tender by the Owner.



I/WE hereby agree that notification of acceptance of this Tender shall be in writing and may be sent by prepaid post or by fax, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of the mailing of such notification.

The commencement date for work under this Contract shall be fourteen (14) calendar days after receipt of Engineer's written order to commence work, and to complete the work on or before **October 31, 2024**, as set out in the Special Provisions, Liquidated Damages.

The Tenderer agrees that this Tender is subject to a formal contract being prepared and executed.

The Tenderer declares that no person, firm or corporation, other than the Tenderer, has any interest in this Tender or in the proposed contract for which the tender is being made.

The Tenderer declares that this Tender is made without any connection, comparison of figures, or arrangements with or knowledge of, any other person, firm or corporation making a tender for the same work.

The Tenderer agrees that they are not entitled to payment of the Provisional Items except for additional materials supplied and stored or additional work carried out by them in accordance with the Contract and as directed by the Engineer and only to the extent of such additional materials or works.

The "Agreement to Bond" of the \_\_\_\_\_, a company lawfully doing business in the Province of Ontario, to furnish a Contract Bond in the form bound herein and appended hereto, in an amount equal to 100% of the Contract Price; or a letter agreeing to supply a certified cheque (or cash), if this Tender is accepted, is enclosed herewith.

Herewith is the Consent of Surety of the Tender submitted.

The Tenderer agrees that he will furnish to the Owner copies of all required subcontractor Performance Bonds and Labour and Material Payments Bonds forthwith upon execution of subcontracts with his Owner-Approved subcontractors.

The Tenderer agrees to have all works Completed by the Time of Completion as stated in the Contract Documents.

The "Agreement to Bond" of the \_\_\_\_\_ (Company), a Company lawfully doing business in the Province of Ontario, to furnish a Performance Bond and a Labour and Material Payments Bond each in an amount equal to 100 percent of the Contract Price, or in such greater amount as may be required by the Contract Documents, if this Tender is accepted, is attached herewith.

A tender deposit in the amount of \$ \_\_\_\_\_ is attached hereto.

**SCHEDULE OF ITEMS AND PRICES**  
**PART A Construction**

| Item No.                                 | Item  | Unit           | Tender Quantity | Unit Price | Amount |
|--|---|----------------|-----------------|------------|--------|
| <b>PART A – ACCESSIBLE WALKING TRAIL</b> |   |                |                 |            |        |
| 1  | Clearing and Grubbing including Stump Removal and Organics Removal                                | L.S            | 1               |            |        |
| 2  | Earth Excavation, Hauling Off Site, and SSM Stockpiling   | m <sup>3</sup> | 1985            |            |        |
| 3  | Concrete Structure Removal and Disposal   | L.S            | 1               |            |        |
| 4  | Ditch Regrading/Relocation  | m              | 82              |            |        |
| 5  | Ditching  | m              | 1100            |            |        |
| 6  | Boulder Wall With 0.5m Clear Spacing  | m              | 30              |            |        |
| 7  | Guy Wire Strut  | Ea.            | 1               |            |        |
| 8  | Wayfinding Signs  | Ea.            | 2               |            |        |
| 9  | Permanent Traffic Signs “Pedestrian Crossing”   | Ea.            | 2               |            |        |
| 10                                       | New Trail Signs “Stop”  | Ea.            | 1               |            |        |
| 11                                       | Superpave 12.5 or HL4 Surface 50 mm   | m <sup>2</sup> | 1830            |            |        |
| 12                                       | Granular "A" Asphalt Base (150mm Compacted)   | m <sup>2</sup> | 2510            |            |        |
| 13                                       | Granular "B" Type II Asphalt Base (300mm Compacted)   | m <sup>2</sup> | 2135            |            |        |
| 14                                       | Select Subgrade Material (SSM) Fill Below Subbase and Side Slopes (Placed, Graded, and Compacted) | m <sup>3</sup> | 50              |            |        |
| 15                                       | Iron Valve Box Adjustments  | Ea.            | 4               |            |        |
| 16                                       | 400mm Ø HDPE 320kPa Culvert including Bedding Materials   | m              | 41.5            |            |        |
| 17                                       | Gravel Shoulders  | m <sup>2</sup> | 305             |            |        |
| 18                                       | Pavement Marking for Trail Centerline (Solid Yellow)  | m              | 609             |            |        |
| 19                                       | Pavement Markings for Edge of Trail (Solid White)   | m              | 1218            |            |        |
| 20                                       | Topsoil Imported  | m <sup>2</sup> | 2800            |            |        |
| 21                                       | Hydroseed   | m <sup>2</sup> | 2800            |            |        |
| 22                                       | Traffic and Pedestrian Control Management and Signage   | L.S            | 1               |            |        |
| 23                                       | Bonding   | L.S.           | 1               |            |        |
| 24                                       | Mobilization / Demobilization   | L.S.           | 1               |            |        |
| 25                                       | Erosion/Sediment Controls   | L.S.           | 1               |            |        |
| <b>SUBTOTAL PART A:.....</b>             |   |                |                 | \$         | _____  |
| <b>CONTINGENCY (10%):.....</b>           |   |                |                 | \$         | _____  |
| <b>TOTAL PART A (EXCL. HST):.....</b>    |   |                |                 | \$         | _____  |



| Item No.  | Item  | Unit           | Tender Quantity | Unit Price | Amount |
|---|---|----------------|-----------------|------------|--------|
| <b>PART B – PROVISIONAL AND ALLOWANCE ITEMS</b> |   |                |                 |            |        |
| 26  | Clearing and Grubbing including Stump Removal   | L.S            | 1               |            |        |
| 27  | Remove, Salvage, and Reinstall OFSC Trail Signs | Ea.            | 5               |            |        |
| 28  | New OFSC Trail Signs                            | m <sup>2</sup> | 3               |            |        |
| 29  | Compaction Testing                              | Allow          | 100%            | \$4,500.00 |        |
| 30  | Dewatering                                      | L.S.           | 1               |            |        |
| <b>SUBTOTAL PART B (PROVISIONAL):.....</b>      |   |                |                 | <b>\$</b>  | _____  |
| <b>CONTINGENCY (10%):.....</b>                  |   |                |                 | <b>\$</b>  | _____  |
| <b>TOTAL PART B (EXCL. HST):.....</b>           |   |                |                 | <b>\$</b>  | _____  |

|   |           |       |
|---|-----------|-------|
| <b>TOTAL PART A (EXCLUDING HST):.....</b>         | <b>\$</b> | _____ |
| <b>TOTAL PART B (EXCLUDING HST):.....</b>         | <b>\$</b> | _____ |
| <b>TOTAL COMBINED PRICE (EXCLUDING HST):.....</b> | <b>\$</b> | _____ |
| <b>HST (13%):.....</b>                            | <b>\$</b> | _____ |
| <b>TOTAL COMBINED PRICE (INCLUDING HST):.....</b> | <b>\$</b> | _____ |



**SUB-CONTRACTOR LIST**

Herewith is the list of Subcontractors that will be retained to perform the appropriate work indicated.  
**No Subcontractor will be changed without written approval from the Owner.**

For the Tenderer's convenience and to ensure that a complete list is submitted with the Tender, a list of possible sub-trades has been printed below. The Tenderer shall make an entry against each possible sub-trade listed either by naming the proposed sub-Contractor or be entering "by own forces", whichever applies. No blank spaces are to be left.

If in addition, the Tenderer proposes to sub-let part of the work which is not listed below, they shall add the sub-trade and the proposed sub-Contractor's name to the list.

Failure by a Tenderer to comply with the foregoing requirements may result in their Tender being disqualified by the Owner.

**Section of Work:**

**Subcontractor's Name or "Own Forces"**

|   |  |
|---|--|
| Clearing, Grubbing and Tree Removal                         |  |
| Excavation  |  |
| Asphalt Paving  |  |
| Material Testing and Compaction Testing during Construction |  |

**TENDERER'S EQUIPMENT LIST**

Herewith is the list of equipment that will be used on the project during the course of the work.  
**List ALL equipment that will be used and fill in all information.**

| <b>YR</b>      | <b>Equipment</b> | <b>Size</b> | <b>Model</b> | <b>Make</b> | <b>Condition</b> |
|----------------|------------------|-------------|--------------|-------------|------------------|
| <u>Example</u> |                  |             |              |             |                  |
| 2001           | Backhoe          | 1 cu. Yd.   | 330          | John Deere  | Overhauled 2006  |

We, the undersigned, assure the Municipality of West Nipissing that all our staff are properly trained, and our equipment is in safe working order and all work done under this Contract will be in strict accordance with all safety standards established by law, industry practice and the terms, conditions and specifications of this Tender document.

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Company



**LABOUR AND EQUIPMENT RATES**

Herewith is the list of Labour and Equipment Rates:

**Labour & Equipment Rates**

**Additional Labour Requirements:**

|                                       |       |
|---------------------------------------|-------|
| Foreman                               | _____ |
| Tradesman: Instrumentation Technician | _____ |
| Skilled Labour                        | _____ |
| Labourer                              | _____ |
| Flag Persons                          | _____ |
| Heavy Equipment Operators             | _____ |

**Additional Equipment Requirements:**  
**(list all equipment available to project with hourly and daily rates)**

| <u>Description</u> | <u>size</u> | <u>price/hr</u> | <u>price/day</u> |
|--------------------|-------------|-----------------|------------------|
|--------------------|-------------|-----------------|------------------|



**STATEMENT "A"**  
**SUMMARY OF TENDERER'S EXPERIENCE**  
**IN SUCCESSFULLY COMPLETED WORKS**

Herewith is the list of the Tenderer's experience in similar work which they have successfully completed. A minimum of three (3) references from the past five (5) years are required for each of Civil works and Directional Drilling Works.

| <b>Year</b> | <b>Description of Contract</b> | <b>For Whom Work Performed</b> | <b>Value of Contract</b> | <b>Reference Contract Information</b> |
|-------------|--------------------------------|--------------------------------|--------------------------|---------------------------------------|
|             |                                |                                |                          |                                       |
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**STATEMENT “B”**  
**QUALIFICATIONS OF TENDERER’S**  
**SENIOR SUPERVISORY STAFF**  
**TO BE EMPLOYED ON THIS CONTRACT**

Herewith is the list of the Tenderer’s Senior Supervisory Staff and summary of experience of each.

| <b>Name</b> | <b>Appointment</b> | <b>Qualification and Experience</b> |
|-------------|--------------------|-------------------------------------|
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**STATEMENT "C"**  
**TRAFFIC MANAGEMENT PLAN**

Herewith is the Traffic Management Plan to be provided by the contractor to complete the work. Contractor shall illustrate the Traffic Management Plan with the use of drawing(s), details and descriptions. Additional pages and drawings can be attached in Contractor's submission.

**STATEMENT "D"**  
**CONSTRUCTION SCHEDULE**

Herewith is the Construction Schedule to be provided by the contractor to complete the work. Construction Schedule shall be presented in a **Gantt Chart format**. Additional pages can be attached in Contractor's submission.

### **Ontario Municipal and Provincial General and Construction Specifications**

- OPSS.MUNI 100 General Conditions of Contract Nov. 2019

### **Ontario Municipal and Provincial Standard Specifications**

- OPSS 102 Nov.2018 – Weighing of Materials
- OPSS.Prov 180 Nov. 2016 – Management of Excess Materials
  
- OPSS 201 Apr. 2019 – Clearing, Close Cut Clearing, Grubbing and Removal of Surface and Piled Boulders
- OPSS.Muni 206 Nov. 2019 – Grading
- OPSS.Muni 212 Nov. 2013 – Borrow
  
- OPSS 310 Nov. 2017 – Hot Mix Asphalt
- OPSS.Muni 314 Nov. 2019 – Untreated Granular ‘A’, Subbase, Base, Surface Shoulder, and Stockpiling.
- OPSS.Muni 351 Nov. 2021 – Concrete Sidewalk
- OPSS.Muni 353 Nov. 2021 – Concrete Curb and Gutter Systems
  
- OPSS.Muni 401 Nov. 2021 – Trenching, Backfilling and Compacting
- OPSS.Muni 402 Nov. 2023 – Excavating, Backfilling, and Compacting for Maintenance Holes, Catch Basins, Ditch Inlets, and Valve Chambers
- OPSS.Muni 404 Nov. 2017 – Support Systems
- OPSS.Muni 405 Nov. 2017 – Pipe Subdrains
- OPSS.Muni 407 Nov. 2021 – Maintenance Holes, Catch Basins, Ditch Inlet, and Valve Chamber Installation
- OPSS.Muni 408 Nov. 2021 – Adjusting or Rebuilding Maintenance Holes, Catch Basins, Ditch Inlets, and Valve Chambers
- OPSS.Muni 409 Nov. 2023 – Closed-Circuit Television Inspection of Pipelines
- OPSS.Muni 410 Nov. 2018 – Pipe Sewer Installation in Open Cut
- OPSS.Muni 412 Nov 2018 – Sewage Forcemain Installation in Open Cut
- OPSS.Muni 441 Nov. 2021 – Watermain Installation in Open Cut
- OPSS.Muni 450 Nov. 2021 – Pipeline and Utility Installation in Soil by Horizontal Directional Drilling
- OPSS.Muni 490 Nov. 2020 – Site Preparation for Pipelines, Utilities, and Associated Structures
- OPSS.Muni 491 Nov. 2017 – Preservation, Protection, and Reconstruction of Existing Facilities
- OPSS.Muni 492 Nov. 2020 – Site Restoration Following Installation of Pipelines, Utilities, and Associated Structures
- OPSS.Muni 493 Nov. 2019 – Temporary Potable Water Supply Services
  
- OPSS.Muni 501 Nov. 2017 – Compacting
- OPSS.Muni 506 Nov. 2017– Dust Suppressants
- OPSS.Muni 510 Nov. 2018 – Removal
- OPSS.Muni 511 Nov. 2019 – Rip-Rap, Rock Protection and Granular Sheeting
- OPSS.Muni 517 Nov. 2018 – Dewatering for Excavation
- OPSS.Muni 518 Apr. 2017 – Control of Water from Dewatering Operations



- OPSS.Muni 539 Nov. 2021 – Temporary Protection Systems
  
- OPSS.Muni 703 Apr. 2019 – Permanent Small Signs and Support Systems
- OPSS.Muni 706 Apr. 2018– Temporary Traffic Control Devices
- OPSS.Muni 710 Nov. 2021 – Pavement Marking
  
- OPSS.Muni 802 Nov. 2019 – Topsoil
- OPSS.Muni 803 Apr. 2018 – Sodding
- OPSS.Muni 804 Nov. 2014 – Seed and Cover
- OPSS.Muni 805 Nov. 2021 – Temporary Erosion and Sediment Control Measures
  
- OPSS.Muni 904 Nov. 2023 – Concrete Structures
- OPSS.Muni 919 Nov. 2021 – Formwork and Falsework

Current OPSS – All material specification referenced in the above.

### **Ontario Provincial Standard Drawings (OPSDs)**

- OPSD 100.010 Nov. 2010 Rev. 4 – Abbreviations, General A-C
- OPSD 100.011 Nov. 2006 Rev. 1 – Abbreviations, General D-J
- OPSD 100.012 Nov. 2009 Rev. 2 – Abbreviations, General L-R
- OPSD 100.013 Nov. 2009 Rev. 4 – Abbreviations, General S-W
- OPSD 100.050 Nov. 2006 Rev. 1 – Abbreviations, Building Descriptions
- OPSD 100.060 Nov. 2006 Rev. 1 – Abbreviations, Geotechnical
- OPSD 101.010 Nov. 2006 Rev. 1 – Topography Plan Features, Monument Features
- OPSD 101.011 Nov. 2006 Rev. 1 – Topography Plan Features, Ground Features
- OPSD 101.012 Nov. 2006 Rev. 1 – Topography Plan Features, Road Features
- OPSD 101.013 Nov. 2006 Rev. 1 – Topography Plan Features, Barrier and Vegetation Features
- OPSD 101.014 Nov. 2006 Rev. 1 – Topography Plan Features, Utility Features
- OPSD 101.015 Nov. 2006 Rev. 1 – Topography Plan Features, Drainage Features
- OPSD 101.016 Nov. 2006 Rev. 1 – Topography Plan Features, Miscellaneous Features
- OPSD 101.017 Nov. 2008 Rev. 3 – Topography Plan Features, Right-Of-Way Features
- OPSD 102.010 Nov. 2006 Rev. 1 – Removals, Legend
- OPSD 103.010 Nov. 2006 Rev. 1 – New Construction, Legend 1
- OPSD 103.011 Apr. 2008 Rev. 2 – New Construction, Legend 2
  
- OPSD 200.010 Nov. 2009 Rev. 2 – Earth/Shale Grading, Undivided Rural
- OPSD 206.010 Nov. 2018 Rev. 2 – Granular Courses, Undivided Rural
- OPSD 206.050 Nov. 2018 Rev. 2 – Subdrain Pipe, Connection and Outlet, Rural
- OPSD 210.010 Nov. 2018 Rev. 2 – Tangent Shoulders, Rural
- OPSD 210.020 Nov. 2018 Rev. 2 – Super-elevated Shoulders, Rural
- OPSD 216.021 Nov. 2017 Rev. 3 – Subdrain Pipe, Connection and Outlet, Urban
- OPSD 219.110 Nov. 2021 Rev. 3 – Light-Duty Silt Fence Barrier
- OPSD 219.180 Nov. 2021 Rev. 3 – Straw Bale Flow Check Dam
- OPSD 219.240 Nov. 2015 Rev. 2 – Sediment Trap for Dewatering

- OPSD 219.260 Nov. 2022 Rev. 3 – Turbidity Curtain
- OPSD 219.261 Nov. 2022 Rev. 23– Turbidity Curtain, Seam Detail
- OPSD 310.020 Nov. 2019 Rev. 3 – Concrete Sidewalk, Adjacent to Curb and Gutter
- OPSD 310.030 Nov. 2015 Rev. 1 – Concrete Sidewalk Ramps at Signalized Intersections
- OPSD 310.050 Nov. 2019 Rev. 3 – Concrete Sidewalk, Driveway Entrance Details
- OPSD 350.010 Nov. 2018 Rev. 2 – Urban Industrial, Commercial, And Apartment Entrances
  
- OPSD 400.001 Nov. 2018 Rev. 2 – Hoisting Hook Rib for Cast Iron Frames for Catch Basins, Maintenance Holes, and Valve Chambers
- OPSD 400.020 Nov. 2018, Rev. 3 – Cast Iron, Square Frame with Square Flat Grate for Catch Basins, Herring Bone Openings
- OPSD 401.010 Nov. 2018 Rev. 4 – Cast Iron, Square Frame with Circular Closed or Open Cover for Maintenance Holes
- OPSD 405.010 Nov. 2018 Rev. 4 – Maintenance Hole Steps, Hollow
  
- OPSD 600.110 Nov. 2012 Rev. 2 – Concrete Barrier Curb
- OPSD 603.020 Nov. 2012 Rev. 2 – Precast Concrete Curb
- OPSD 604.010 Nov. 2006 Rev. 1 - 90° Concrete Outlet
- OPSD 605.040 Nov. 2013 Rev. 2 – Asphalt Spillways
- OPSD 610.010 Nov. 2018 Rev. 2 – Catch Basin Frame with Grate Installation at Curb and Gutter
  
- OPSD 701.010 Nov. 2014 Rev. 5 – Precast Concrete Maintenance Hole, 1200 mm Diameter
- OPSD 701.011 Nov. 2014 Rev. 5 – Precast Concrete Maintenance Hole, 1500 mm Diameter
- OPSD 701.012 Nov. 2014 Rev. 5 – Precast Concrete Maintenance Hole, 1800 mm Diameter
- OPSD 701.021 Nov. 2014 Rev. 4 – Maintenance Hole Benching and Pipe Opening Alternatives
- OPSD 701.030 Nov. 2014 Rev. 4 – Precast Concrete Maintenance Hole Components, 1200 mm Diameter, Tapered Top and Flat Cap
- OPSD 701.031 Nov. 2014 Rev. 2 – Precast Concrete Maintenance Hole Components, 1200 mm Diameter, Riser and Monolithic Base
- OPSD 701.040 Nov. 2014 Rev. 4 – Precast Concrete Maintenance Hole Components, 1500 mm Diameter, Transition Cone and Slabs
- OPSD 701.050 Nov. 2014 Rev. 4 – Precast Concrete Maintenance Hole Components, 1800 mm Diameter, Transition Slabs
- OPSD 701.051 Nov. 2014 Rev. 4 – Precast Concrete Maintenance Hole Components, 1800 mm Diameter, Riser and Base Slab
- OPSD 701.100 Nov. 2018 Rev. 3 – Frost Strap Installation
- OPSD 703.011 Nov. 2014 Rev. 2 – Precast Concrete Single Inlet Flat Cap, 1500 mm Diameter
- OPSD 705.010 Nov. 2019 Rev. 4 – Precast Concrete Catch Basin, 600 X 600 mm
- OPSD 705.030 Nov. 2019 Rev. 4 – Precast Concrete Ditch Inlet, 600 X 600 mm
- OPSD 708.020 Nov. 2016 Rev. 4 – Support for Pipe at Catch Basin or Maintenance Hole
  
- OPSD 802.010 Nov. 2014 Rev. 3 – Flexible Pipe, Embedment and Backfill, Earth Excavation
- OPSD 802.013 Nov. 2014 Rev. 3 – Flexible Pipe, Embedment and Backfill, Rock Excavation
- OPSD 810.010 Nov. 2018 Rev. 3 – General Rip-Rap Layout for Sewer and Culvert Outlets
- OPSD 810.020 Nov. 2018 Rev. 3 – General Rip-Rap Layout For Ditch Inlets

- OPSD 972.130 Nov. 2012 Rev. 2 – Fence, Chain-Link Installation – Roadway
- OPSD 972.102 Nov. 2012 Rev. 2 – Fence, Chain-Link Component - Gate
- OPSD 990.110 Nov. 2014 Rev. 1 – Small Sign Support System, Non-Breakaway U-Flange Post System, Installation - Single Post Assembly
  
- OPSD 1103.010 Nov. 2018 Rev. 3 – Concrete Thrust Blocks for Tees, Plugs, and Horizontal Bends
- OPSD 1109.011 Nov. 2020 Rev. 3 – Cathodic Protection for PVC Watermain Systems
- OPSD 1109.025 Nov. 2015 Rev. 1– Waterproofing of Splices

**AGREEMENT TO BOND**

Date \_\_\_\_\_

Dear Sirs:

Construction of **ACCESSIBLE WALKING/CYCLING PATH**

In the **Village of South River**

In consideration of **VILLAGE OF SOUTH RIVER**  
(Hereinafter referred to as "The Owner")

accepting the Tender of and executing an Agreement with

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

(Hereinafter referred to as "The Tenderer")

subject to the express condition that the Owner receive the Performance Bond and the Labour and Material Payment Bond in accordance with the said Tender, we the undersigned hereby agree with the Owner to become bound to the Owner as surety for the Tenderer in a performance bond in the amount of one hundred percent (100%) and a payment bond in an amount equal to one hundred percent (100%) of the Tender Price or in such greater amount as may be determined by the Owner, in the Owner's forms of Performance Bond and Labour and Material Payment Bond and in accordance with the said bonds within 7 days after notification of the acceptance of the said Tender and execution of the said Agreement by the Owner has been mailed to us.

Yours truly,

Note: This Agreement must be executed on behalf of the surety company by its authorized officers under the company's corporate seal. Of the two forms bound herein, one shall become a part of the Tender and the other shall be retained by the surety company.

Enter name and address of surety company.



**STATUTORY DECLARATION RE TENDER**

**Tender NTB-24001033-00**

Dominion of Canada )  
District of Parry Sound)

In the Matter of a Proposed Contract for  
Accessible Walking/Cycling Path

Province of Ontario )  
**TO WIT** )

Village of South River  
in the Province of Ontario

Do Solemnly Swear that the several matters stated in the foregoing Tender are in all respects true.

And \_\_\_\_\_ make this solemn declaration,

Conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "The Canada Evidence Act."

**DECLARED before me at**

\_\_\_\_\_

**Tenderer**

of \_\_\_\_\_

in the District of \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_  
**A Commissioner, Etc. (or Notary Public)**

Failure by the Tenderer to include the properly completed Statutory Declaration with this Tender may result in the Tender being ruled invalid by the Owner.



**EXAMPLE FORM OF AGREEMENT**

**Tender NTB-24001033-00**

**THIS AGREEMENT** made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**BETWEEN**

**VILLAGE OF SOUTH RIVER**  
(Hereinafter called the "Owner")

**OF THE FIRST PART**

and

(Hereinafter called the "Contractor")

**OF THE SECOND PART**

**WITNESSETH**

That the Owner and Contractor in consideration of the fulfillment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

**ARTICLE 1**

The proposed trail will connect Ottawa Avenue and Howard Street and will provide an extension to the Tom Thomson Park trail. The trail will include grubbing, granular base, asphalt surface, lighting and wayfinding signage. EXP's scope of work includes civil engineering design, preliminary design, detailed design, construction documents and tender package, and wayfinding signage design.

**ARTICLE 2**

In the event that the Tender provides for and contains a Contingency Allowance, Provisional, or like items, it is understood and agreed that the Contractor is not entitled to payment thereof except for extra or additional work carried out by him in accordance with the Contract and only to the extent of such extra or additional work, as authorized by the Engineer in writing.

**ARTICLE 3**

In case of any inconsistency of conflict between the provisions of this Agreement and the Plans or Specifications or General Conditions or Tender or any other document or writing, the order of precedence shall be in accordance with "**GC 2.02 Order of Precedence**" from the OPSS Municipal 100 General Conditions of Contract.

**ARTICLE 4**

The Contractor shall not without the consent in writing of the Engineer and without restricting in anyway the provisions of the General Conditions, may any assignment of any part or the whole of any monies due or to become due under the provisions of this Contract.



**ARTICLE 5**

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of this Contract, will be paid for and in respect of the works the sum of subject to Article 2 hereof, and subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the Owner may make payments on account monthly or otherwise as may be provided in the General Conditions attached hereto.

**ARTICLE 6**

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to the Engineer or to his agent, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or the Engineer at the following addresses:

The Engineer - EXP Services Inc.  
757 Main Street East  
North Bay, ON, P1B 1C2

The Contractor -

The Owner - Village of South River  
63 Marie Street  
South River, ON, POA 1X0

Where any such notice, direction or other communication is given or made to the Engineer, a copy thereof shall likewise be delivered to any agent of the Engineer appointed in accordance with the General Conditions of this Contract and where any such notice, direction or other communication is given or made to such Agent a copy thereof shall likewise be delivered to the Engineer.

**ARTICLE 7**

A copy of each of the following:

- Addendums (If any)
- Instructions to Tenderers
- Form of Tender
- Form of Agreement
- Performance Bond
- Labour and Material Payment Bond
- General Conditions OPSS.Muni.100
- Detail Drawings
- Ontario Provincial Standard Drawings and Specifications (not attached)

Is hereto annexed and together with the Plans relating thereto and listed in the Specifications, are made part of this Contract as fully to all intents and purposes as though recited in full herein.



**ARTICLE 8**

No implied Contract of any kind whatsoever, by or on behalf of the Owner, shall arise or be implied from anything in this Contract contained nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Owner shall be the only covenants and agreements upon which any rights against the Owner may be founded.

**ARTICLE 9**

Time shall be deemed the essence of this Contract.

The date of completion for this contract shall be **October 31, 2024**.

**ARTICLE 10**

The Contractor declares that in Tendering for the works and in entering into this Contract he has either investigated for himself the character of the work and all local conditions that might affect his Tender or his acceptance of the work, or that not having so investigated, he is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfill than was contemplated or known when the Tender was made or the Contract signed.

The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever by the Owner or its officers or employees, being aware that any information from such sources was and is approximate and speculative only and was not in any manner warranted or guaranteed by the Owner.

**ARTICLE 11**

This Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

**IN WITNESS WHEREOF** the parties hereto, have hereunto set their hands and seals, the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.





\_\_\_\_\_  
**Signature of Contractor**

**Date of Signing** \_\_\_\_\_

\_\_\_\_\_  
**Witness as to Signature of Contractor**

**COMPANY SEAL**

**OWNER**  
**VILLAGE OF SOUTH RIVER**

\_\_\_\_\_  
**Signature of designated Municipal Officer**

**Date of Signing** \_\_\_\_\_



**PERFORMANCE BOND**

Bond No. \_\_\_\_\_

Amount \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that we

\_\_\_\_\_ hereinafter called "the Principal"

and

\_\_\_\_\_ hereinafter called "the Surety",

are jointly and severally held and firmly bound unto

\_\_\_\_\_ hereinafter called "the Obligee", its successors and assigns, in the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

of the lawful money of Canada, to be paid unto the Obligee, for which payment well and truly to be made, we the Principal and Surety jointly and severally bind ourselves, our and each of our respective heirs, executors, administrators, successors and assigns by these presents.

**SIGNED AND SEALED** with our respective seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**WHEREAS** by an agreement in writing dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, the Principal has entered into a Contract with the Obligee, hereinafter called "the Contract", for the construction of the Accessible Walking/Cycling Path as in the Contract provided, which Contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if the Principal shall at all times duly perform and observe the Contract or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Obligee and shall at all times fully indemnify and keep indemnified the Obligee from and against all and any manner of loss, damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments, and liabilities arising out or in any manner based upon or attributed to the Contract and shall fully reimburse and repay the Obligee for all outlay, expense, liabilities, or payments incurred or undertaken to be made by the Obligee pursuant to the Contract, then



his obligation shall be void, but otherwise it shall be and remain in full force and effect.

Provided further and it is hereby agreed and declared that there shall be no liability under this instrument of the Principal and Surety for payment of any claims for labour, material or services used or reasonably required for use in the performance of the Contract.

Provided always and it is hereby agreed and declared that the Obligee and the Principal have the right to change, alter and vary the terms of the Contract and that the Obligee may in its discretion at any time or times take and receive from the Principal any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Obligee.

Provided further and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by any such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligee of any of the rights or powers reserved to it under the Contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works to be constructed, altered, repaired or maintained under the Contract, or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee.

Provided further and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this bond.

In Witness Whereof the Principal and the Surety have executed these presents.

**SIGNED AND SEALED BY THE PRINCIPAL**

In the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

Address:



**LABOUR AND MATERIAL PAYMENT BOND**

Amount \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that we

\_\_\_\_\_ hereinafter called "the Principal",

and

\_\_\_\_\_ hereinafter called "the Surety",

are jointly and severally held and firmly bound unto

\_\_\_\_\_ hereinafter called "the Obligee", and its successors, in the sum of

\_\_\_\_\_ Dollars \$ \_\_\_\_\_)

of lawful money of Canada, for the payment of which sum well and truly to be made, we the Principal and Surety jointly and severally bind ourselves, our and each of our respective heirs, executors, administrators and assigns by these presents.

**WHEREAS** by an agreement in writing dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, the Principal entered into a Contract with the Obligee, hereinafter called "Accessible Walking/Cycling Path in the Village of South River" which Contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if the Principal shall make payment to all claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant for the purpose of this Bond is defined as one having a direct Contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment, directly applicable to the Contract provided that a person, firm or Corporator who rents equipment to the Principal to be used in the performance of the Contract, under a Contract which provides that all or any part of the rent is to be applied towards the purchase price thereof shall only be a Claimant to the extent of the



prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract.

2. The Principal and the Surety hereby jointly and severally agree with the Oblige, as Trustee, that every Claimant who has not been paid as provided for under the terms of his Contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgement for such sum or sums as may be justly due to such Claimant under the terms of his Contract with the Principal and have execution thereon. Provided that the Oblige is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Oblige or by joining the Oblige as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants, or any of them, who take such act, action or proceeding, shall indemnify and save harmless the Oblige against all costs, charges and expenses or liabilities incurred thereon and any loss of damage resulting to the Oblige by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants or any of them may use the name of the Oblige to sue on and enforce the provisions of this Bond.
3. No suit or action shall be commenced hereunder by any Claimant:
  - (a) Unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, the Surety and the Oblige, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail, or served in any manner in which legal process may be served in the Province of Ontario, to the Principal and Surety at any place where an office is regularly maintained for the transaction of business by such persons, and to the Oblige.
    - (1) In respect of any claim for the amount of any portion thereof required to be held back from the Claimant by the Principal under either the terms of the Claimant's Contract with the Principal or under the Construction Lien Act and amendments thereto applicable to the Claimant's Contract with the Principal, whichever is the greater within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimants Contract with the Principal.
    - (2) In respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made, under the Claimant's Contract with the Principal.
  - (b) After the expiration of one year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract.
  - (c) Other than in a Court of competent jurisdiction in the Province of Ontario, and the parties

hereto agree to submit to the jurisdiction of such Court.

4. The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of claims under the Construction Lien Act as amended, whether or not such claims be presented under and against this Bond.

**PROVIDED ALWAYS** and it is hereby agreed and declared that the Obligee and the Principal have the right to change, alter and vary the terms of the Contract, and that the Obligee may in its discretion at any time or times take and receive from the Principal any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Obligee.

**PROVIDED FURTHER** and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by any such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligee of any of the rights or powers reserved to it under the Contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works to be constructed, altered, repaired, or maintained under the Contract, or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee.

**PROVIDED FURTHER** and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this Bond.

**IN WITNESS WHEREOF** the Principal and the Surety have **AFFIXED THEIR SIGNATURES**

**AND CORPORATE SEALS** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**SIGNED AND SEALED BY THE PRINCIPAL**

in the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

Address:



# VILLAGE OF SOUTH RIVER

## ACCESSIBLE WALKING / CYCLING PATH

EXP PROJECT NO. NTB-24001033-00

### GENERAL SPECIAL PROVISIONS



**CONSULTING ENGINEERS:**

EXP SERVICES INC.  
757 Main Street East  
North Bay, Ontario  
P1B 1C2

Tel: (705) 474-2720



**OWNER:**

VILLAGE OF SOUTH RIVER  
63 Marie Street  
South River, Ontario  
POA 1X0

Tel: (705) 386-2573

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## 1. REFERENCES

### 1.1 References - Ontario Provincial Standards

Ontario Provincial Standard Specifications (OPSS), Ontario Provincial Standard Drawings (OPSD), Ministry of Transportation of Ontario (MTO) Drawings and Specifications form part of this Contract.

The text of all OPSS's is contained in the Manual "*Ontario Provincial Standard Specifications*":

- Volume 1 - General and Construction Specifications
- Volume 2 - Common Material Specifications
- Volume 7 - Municipal Construction Specifications
- Volume 8 - Municipal Material Specifications

### 1.2 OPS General Conditions of Contract

The information for Tenderers and Special Provisions shall be used in conjunction with the OPSS.MUNI 100 "General Conditions of Contract", dated Nov. 2019, which is included in this document.

## 2. CONTRACT DOCUMENTS

The Drawings and Specifications governing the work under this Contract shall include the following:

### 2.1 SPECIFICATIONS (Included)

- (1) Instructions to Tenderers
- (2) Form of Tender
- (3) General Special Provisions
- (4) Item Special Provisions
- (5) General Conditions (OPSS.MUNI 100)

#### **DRAWINGS (attached)**

- (6) Design Drawings

### 2.2 DESIGN DRAWINGS

- (1) Cover
- (2) 1 INDEX
- (3) 2 LEGEND & ABBREVIATIONS
- (4) EX-01 REMOVALS STA: 0+000 TO 0+160
- (5) EX-02 REMOVALS STA: 0+160 TO 0+270
- (6) EX-03 REMOVALS STA: 0+270 TO 0+420
- (7) EX-04 REMOVALS STA: 0+420 TO 0+570
- (8) EX-05 REMOVALS STA: 0+570 TO 0+609
- (9) C-01 NEW CONSTRUCTION STA: 0+000 TO 0+160
- (10) C-02 NEW CONSTRUCTION STA: 0+160 TO 0+270
- (11) C-03 NEW CONSTRUCTION STA: 0+270 TO 0+420
- (12) C-04 NEW CONSTRUCTION STA: 0+420 TO 0+570
- (13) C-05 NEW CONSTRUCTION STA: 0+570 TO 0+609
- (14) X-01 TYPICAL CROSS-SECTION

- (15) X-02 SECTIONS STA: 0+010 TO 0+300
- (16) X-02 SECTIONS STA: 0+310 TO 0+600

The work to be done under this Contract is shown on the Drawings enumerated in the List of Contract Documents, above.

The Drawings referred to herein are the Contract Drawings and are made part of the Contract. Additional drawings, showing details in accordance with which the work is to be constructed will be furnished from time to time by the Engineer if found necessary and shall then become a part thereto.

The Contractor shall be governed by figured dimensions as given on the Drawings. Where required dimensions are not shown in figures, the Contractor shall obtain such dimensions from the Engineer before proceeding with the construction of the work to which they refer. In every case, detailed drawings shall take precedence over general drawings.

The Contract Drawings and Contract Documentation are in Metric S.I. units wherever applicable. The Contractor shall conduct all his survey and layout work including establishing grades and keeping records in metric units only.

### 3. DEFINITIONS

Wherever the term *Owner(s)* or *Municipality* or *Corporation* is used, it shall be deemed to refer to Canadore College.

Wherever the term *Engineer* or *Consultant* or *Contract Administrator* is used, it shall mean the appointed Engineer by Canadore College, or their representative.

### 4. DEFINITION OF CONSTRUCTOR

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the Contractor by executing this Contract, unequivocally acknowledges that it is the Constructor within the meaning of the Occupational Health and Safety Act and the Contractor undertakes to carry out the duties and responsibilities of a constructor with respect to the work.

It is specifically drawn to the attention of the Tenderer that the Occupational Health and Safety Act provides in addition to other matters that,

“A constructor shall ensure, on a project undertaken by the constructor that,

- (a) the measures and procedures prescribed by this Act and the regulations are carried out on the project.
- (b) every employer and every worker performing work on the project complies with this Act and the regulations.
- (c) the health and safety of workers on the project is protected.”

### 5. DECISION OF THE ENGINEER

The decision of the Engineer shall be final in all matters pertaining to this Contract. All instructions relative to this work shall be delivered or relayed to the Contractor through the

Engineer.

All work herein specified must be carried out in strict accordance with these specifications to the satisfaction of the Engineer and Canadore College.

## **6. CONTRACTOR SUPERVISION**

The Contractor shall always maintain on the site a General Superintendent fully qualified to properly direct any progress of the work including the cooperation of work of sub-contractors.

The Contractor shall nominate the Superintendent in writing. Instructions given to the Superintendent shall be deemed given to the Contractor. The Contractor shall also name an alternate employee to act as the superintendent when the above-named superintendent is absent from the site.

During periods when work on this Contract is not being carried out, the Contractor shall maintain competent watchmen at the site, or as noted otherwise by Canadore College.

The Contractor's attention is drawn to Section GC7 "*Contractor's Responsibility and Control of the Work*" of the General Conditions. Should the Contractor cease operations under no circumstances shall sub-contractors be allowed to continue to work on the site unless an authorized representative of the Contractor is always present on the site. The Contractor shall notify the Engineer in writing of the names and positions of the person or persons so representing the Contractor.

## **7. LAYOUT**

The Contractor is responsible for all layout, both horizontally and vertically, unless otherwise stated in the Contract documents.

## **8. SITE PREPARATION**

To restrict access by the public to any and all hazardous areas, the Contractor shall erect and maintain temporary fences to close the site each day after work stoppage and on holidays.

## **9. SITE WORKING CONDITIONS**

The Contractor shall ensure that rubbish is kept to a minimum and cleared daily from the work site. After completion of each segment of work, the Contractor is responsible for leaving the site in a condition acceptable to Canadore and the Engineer.

## **10. CONVENIENCES**

The Contractor must provide and properly maintain, in clean condition, suitable and convenient privy or water closet accommodation for all workers.

The Contractor shall prohibit the committing of nuisance on site by forces under his control and any employee found violating such provisions shall be removed from the site immediately.

Throughout the period of the Contract, the Contractor shall provide suitable and adequate toilet facilities for all persons employed on this project subject to approval of type, size and location by the local authorities and the Engineer.

The facilities shall be maintained in proper sanitary condition, frequently disinfected and when directed by the Engineer, shall be removed from the works. Any contaminated soil and materials shall be removed and replaced with fresh clean material and the site left in a clean sanitary condition.

## **11. APPROVALS AND PERMITS**

The construction of the works and all operations connected thereto are subject to the approval, inspection, by-laws and regulations of all municipal, provincial and federal and other authorities having jurisdiction in respect to any matter embraced in this Contract.

Unless otherwise specifically stated in the tender document, the Contractor shall obtain and pay the fees for all approvals and permits required for or in respect of the works.

The Contractor shall obtain all necessary work permits to complete the work.

## **12. FIRST AID**

The Contractor shall provide and maintain on site where construction is being carried out, completely equipped first aid facilities in a clean orderly fashion, which shall always be readily accessible to his employees, the Engineer, the Owner, and their staff.

The Contractor shall designate certain employees who are properly instructed to oversee first aid. At least one such employee shall always be available on site while work is being carried on. A telephone call list for summoning aid, such as doctors, ambulances, and rescue squads from outside sources shall be conspicuously posted.

## **13. NOTIFICATIONS**

The Contractor shall provide the following:

- a) When streets or roadways, parks, and parking lots are to be closed, or traffic restricted, notify the appropriate fire and police departments, emergency services as well as waste collection contractor, giving at least seven (7) days' notice prior to the closing or restriction.
- b) If bus routes are affected, notify the bus company, giving at least seven (7) days' notice.
- c) When streets or roadways, parks and parking lots are to be re-opened, or restrictions removed, immediately notify the fire, police, emergency services, and bus authorities.
- d) Give at least 72 hours' notice, not including weekends or statutory holidays, to affected property owners of interruptions to access to properties adjoining the work or interruptions to garbage collection, and sewer or water services as authorized by the Engineer. The Fire Department shall be informed of the status of fire hydrants and watermains frequently as the project progresses. Hydrants out of service are to be covered with a plastic garbage bag

and out of service signage. Arrange interruptions so as to create a minimum interference for those affected.

- e) Submit a schedule of expected interruptions for approval and adhere to approved schedule.
- f) Give notification of unscheduled shutdowns of Canadore facilities by whatever means determined by the Engineer to all users of the facilities and pay the cost of notification.

#### **14. UNDERGROUND UTILITIES**

The approximate location of existing utilities has been shown on the plans according to the best available information to permit the Contractor to prepare his Tender with a knowledge of the existence of such utilities along and across the line of the excavations to be made.

No responsibility will be assumed by the Owner or Engineer for the correctness or completeness of the drawings with respect to existing utilities and should the Drawings of such be found to be incorrect or incomplete, the Contractor shall have no claim on that account.

Where necessary, the Contractor shall make necessary exploratory excavations to determine the location of existing pipes, conduits, etc. This shall include arranging for utility locations on the site. The Contractor shall make all sub-contractors aware, by written letter, of existing utilities prior to commencing any work on this project by the sub-contractor.

The Contractor shall also be responsible for maintenance of services if any utility or underground works are damaged by his operations. No extra compensation shall be allowed for any delays caused by repairs or maintenance of services to existing utilities or underground works.

#### **15. ROAD AND BUSINESS SIGNS**

The Contractor shall carefully remove and replace all signs which must be removed in order to carry out the work. The contractor is to coordinate with Canadore and Engineer to verify relocation points.

All legal traffic signs must be maintained. Should they be relocated the local road authority shall review and approve the new location.

All costs associated with the removal, protection and relocation of signs shall be deemed to be included in the contract price.

#### **16. TREE PROTECTION**

Trees not designated for removal shall be protected by not removing or depositing sediment within the dripline area. When the Contractor is required to work within the dripline of a tree not designated for removal, operation of the equipment shall be kept to the minimum necessary to complete the work.

Equipment shall not be stored, parked, refueled, repaired, nor shall construction materials be stored within the dripline of trees not designated for removal.

## 17. ENVIRONMENTAL CONSTRAINT

### Areas Used for the Management of Excess Materials

It shall be the Contractor's responsibility to dispose of all excess materials in accordance with OPSS 180. Contractor is responsible for all costs associated with the removal and disposal of excess and waste materials including tipping fees at landfill sites. Waste materials shall be transported to the following disposal sites, at no additional cost to the Owner:

- a) Bituminous Pavement - Municipal Landfill site.
- b) Earth - Municipal Landfill site.
- c) Pipe, damaged manholes, and sewage contaminated soil, from the removal of sanitary sewers, storm sewers and watermains – Municipal Landfill Site.
- d) Waste from clearing and grubbing – Municipal Landfill site.

The areas worked in by the Contractor shall be trimmed and graded to a neat and satisfactory condition.

The Contractor shall submit, to the Contract Administrator, signed "Permission to Enter" forms for all proposed disposal sites, prior to the placement of any excess material. At the conclusion of the work, he shall submit, to the Contract Administrator, signed "Property Owner's Release" forms.

No separate payment will be made for any of the above work.

### Ontario Regulation 406/19: On-Site and Excess Soil Management

It is understood that due to the volume of excavated soil during this project, soil testing and disposal may be required under Ontario Regulation 406/19. It is recommended that the Contractor reuse the excess material on a similar type of infrastructure project, however if this is unachievable then the Contractor will be responsible for testing and disposing of materials as outlined in the above-mentioned regulation.

The Contractor shall satisfy the criteria of Section 3. Subsection (2) that the soil is not designated as waste. If the Contractor is unable to satisfy the above criteria, the Contractor shall incur any and all additional costs pertaining to the aforementioned regulation.

### Watercourse/Fisheries Protection-General

At all times, the Contractor's operations shall be controlled so as to prevent the entry of deleterious materials to watercourses. Controls shall include, but not be restricted to, the following:

- (a) Erosion and sedimentation control, and protection of environmentally sensitive areas shall be in compliance with requirements that may be specified elsewhere in the Contract.

- (b) Watercourses shall not be diverted, or blocked, and temporary watercourse crossings shall not be constructed or utilized, unless otherwise specified in the Contract.
- (c) Where the Contract does not require work in watercourses or on watercourse banks, equipment shall not be operated within such areas.
- (d) Where the Contract requires work in watercourses or on watercourse banks, such work shall comply with operational constraints specified elsewhere in the Contract.
- (e) Construction material, excess material, construction debris, and empty containers shall be stored away from watercourses and watercourse banks.
- (f) All equipment maintenance and refueling shall be controlled so as to prevent any discharge of petroleum products. Vehicular maintenance and refueling shall be conducted away from watercourses and watercourse banks.

In the event that the Contract Administrator determines that controls are unacceptable, the Contractor shall cease those operations, as identified by the Contract Administrator, which are causing the entry of deleterious material to watercourses. Such operations shall remain suspended until otherwise directed by the Contract Administrator in writing. This will not require the cessation of work required for such essential operations as continuous concrete pours for structures, unless otherwise directed by the Contract Administrator.

## **18. EROSION AND SEDIMENT CONTROL**

The erosion and sedimentation control items detailed in the Contract, address the requirements of regulatory authorities needed to obtain authorizations, permits and/or approvals in order to proceed to construction, and erosion and sedimentation controls not related to contractor construction methods and operations such as final slopes and final ditches.

The Contractor shall, as part of the Contract price, control erosion and sediment caused by their construction methods and operations including but not limited to incomplete earth slopes, ditches and designated disposal areas, stockpiles, access and service roads, storage and work areas, and non-designated disposal areas so as to meet all legislative requirements, to prevent entry of sediments into watercourses and environmentally sensitive areas and to prevent damage to property inside or outside of the right-of-way.

The time interval between commencement and completion of any work that disturbs earth surfaces shall be a maximum of 40 calendar days. Commencement of such work shall be considered to have occurred when the original stabilizing ground cover has been removed, including grubbing, or has been covered with fill material. Completion of such work shall be considered to have occurred when the cover material (seed and mulch, seed and erosion control blanket, sod, riprap, etc.) has been applied.

Where the timing of the operation results in a conflict with the application requirements of the specified cover, the Contractor shall determine appropriate interim measures that afford temporary protection until such a time as final cover can be applied.



These timing constraints apply regardless of timing of Contract award.

Where interceptor ditches or subsurface drains are specified in the Contract, they shall be constructed before commencement of any related cut or fill.

Run-off from construction materials and any stockpiles shall be contained and discharged so as to prevent entry of sediment to watercourses.

Where dewatering is required, and where culverts are cleaned by hydraulic means, effluent shall be discharged to prevent entry of sediment to watercourses.

Erosion and sedimentation control measures shall not be placed in watercourses unless otherwise specified in the Contract or directed by the Contract Administrator.

A 50m stand-by supply of prefabricated light duty silt fence barrier, in addition to silt fence barrier which may be specified elsewhere in the Contract, shall be maintained at the Contract site prior to commencement of grading operations and throughout the duration of the Contract.

## 19. OPERATIONAL CONSTRAINTS – SPECIES AT RISK

Subsection GC.3.07.01, Delays, of the OPS General Conditions of Contract is amended by the addition of the following:

- h) The unexpected presence of Species at Risk protected under the federal *Species at Risk Act* or the provincial *Endangered Species Act* that was not specified in the Contract Documents.

Section GC.3.07 is further amended by the addition of the following subsection:

.04 If the Contractor encounters Species at Risk as defined in clause GC 3.07.01 during operations:

- a) The Contractor shall be aware of the requirements and prohibitions of the federal *Species at Risk Act, 2002* and the provincial *Endangered Species Act, 2007* for which information is available on the Environmental Canada website and the Ministry of Natural Resources website respectively.
- b) The Contractor shall immediately notify the Contract Administrator and suspend operations within the area identified by the Contract Administrator.
- c) Work shall remain suspended within that area until otherwise directed by the Contract Administrator in writing, according to subsection GC 7.09, Suspension of Work.
- d) Any delay in the completion date of the Contract that is caused by such a cessation of construction operations shall be considered to be beyond the Contractor's control according to paragraph GC 3.07.01.
- e) Any increases in the cost of the work to be done that are caused by such a cessation

of construction operations shall be considered as a Change in the Work according to paragraph GC 3.10.01.01.

- f) Any work directed or authorized in connection with the unexpected presence of Species at Risk shall be considered as Changes in the Work according to clause GC 3.10.01, Changes in the Work.

## **20. PROVISION FOR TRAFFIC**

All traffic control signage shall be installed and maintained in accordance with the requirements of Book 7 of the Ontario Traffic Control Manual.

The Contractor shall provide all necessary flag persons, warning lights, signs and barricades necessary to direct vehicular traffic in, out and around the project site, and shall conduct his operations to cause the least possible interruption to the traveling public on streets and roads.

In the event of the Contractor's operation causing delay and inconvenience to the flow of traffic on roads, the Engineer may restrict the number of trucks driving in and out of the project site during certain hours. The Contractor shall have no claim for additional payment as a result of such restrictions.

Trucks hauling excavated material, cement, sand, stone or other loose materials from or to the site shall have their loads trimmed and their bodies shall be tight in order that no spillage of their loads will occur on roads. The contractor shall be responsible for sweeping all adjacent streets regularly, where dirt, gravel, dust, etc. has accumulated due to the construction work or transportation of construction materials. If directed by the Municipality or Engineer, additional sweeping shall occur within 24 hours and shall clean roads to the condition before construction begins.

Contractor to pay special considerations to pedestrian traffic due to the urban location of the work.

The Contractor shall prevent dust occurring in the work area and becoming a nuisance to property Owners in the vicinity by applying from time-to-time water when directed by the Engineer and when he deems it necessary.

Should the Contractor be negligent in his duties in maintaining the proper cleanliness in the opinion of the Engineer, the Owner will take the necessary steps to perform such cleaning and shall charge the Contractor all costs associated.

It is the Contractor's responsibility to maintain local access for adjacent properties throughout the work. The Contractor shall supply at his expense, all labour, equipment and material to maintain the road in a satisfactory condition.

The Engineer may at his discretion, instruct the Contractor to place Granular 'A', calcium chloride, bituminous patching materials, etc. to augment normal maintenance. The cost of the additional maintenance work will be paid at the unit price. Where the Contractor has constructed detours, which are not called for in the unit price Tendered Contract and where labour, equipment and material are required to effect repairs to such detours due to failure of

the roadbed, the Contractor shall restore the roadway to the satisfaction of the Engineer, at no extra cost to the Contract such work will not be considered as normal maintenance but as part of the cost of construction and all such work will be at the Contractor's expense.

The Contractor is advised that access to adjacent properties is to be maintained for local traffic at all times. At no time shall access to a landowner's property be left inaccessible by vehicles, including emergency vehicles, at the end of a workday. During the evening and weekend periods, traffic is to be permitted on the roadway, using appropriate signage if a detour is not in place.

Provision for pedestrian movement must be maintained, in all areas of the Contract, at all times. Contractor to ensure pedestrian access to all businesses affected by the work.

#### **Contractor's Supply of Construction Signs**

The Contractor is responsible for the supply, erection, maintenance and subsequent removal of all temporary traffic controls, including signs, lights, barricades, delineators, cones, etc., required on the work.

Traffic controls shall be provided in general accordance with the latest edition of the MTO publication "Ontario Traffic Manual", Book 7.

Traffic Controls shall be operational before work affecting traffic begins. All roadside traffic delineators shall have flashing lights attached.

#### **Traffic Control, Flagging**

Flagging for traffic control on this Contract shall be in conformance with the procedure outlined in the pamphlet entitled "Correct Methods for Traffic Control" issued by the Construction Safety Association of Ontario. Copies of this pamphlet may be obtained from the Ministry of Transportation and Communications' District Office.

Properly trained flag persons shall be used during all aspects of this project. Flag persons will be used until properly signed detours are in place.

## **21. TRAFFIC MANAGEMENT**

The traffic management plan must meet "Ontario Traffic Manual", Book 7, detail with drawings, descriptions, dates, etc. how the traffic will be managed for the full duration of the project.

## **22. SURFACE AND GROUND WATER**

The Contractor shall maintain the site of the works free of surface and ground water so that construction may be carried out in the dry.

The disposal of surface and ground water from the works shall be the responsibility of the Contractor and shall be carried out to the satisfaction of the Engineer. The Contractor will not be allowed to discharge water from the work onto private lands.

Where existing ditching of any kind is disturbed during the course of the work, they are to be reinstated by the Contractor to the satisfaction of the Engineer, at the expense of the Contractor. All surface water and ground water collected from the project site and from Contractor's operations must be discharged into the existing drainage system.

The costs for any dewatering works, where required, shall be included in the unit price for dewatering and additional payment will not be made for dewatering works.

## **23. PROTECTION OF PUBLIC TRAFFIC, THE WORK AND PROPERTY**

The Contractor shall accomplish the work with a cooperative attitude towards other utilities and suppliers, the Municipality Authorities and other Contractors working in the area.

The Contractor shall continuously maintain adequate protection of all work required by the Contract and all adjacent properties. If damage should occur, the Contractor shall be responsible for all restoration at his expense.

The Contractor shall at all times carry on the work in a manner that will create the least interference with traffic, consistent with the faithful performance of the work. The Contractor shall provide, erect, and maintain all necessary guard rails, barriers, night lights, sidewalk and curb protection as may be necessary or as the by-laws may be required for the protection of the work and for the safety of the public and the employees who may be engaged in the work.

All personnel must be familiar with work area protection as outlined in the "Traffic Control Manual for Roadway Work Operations from the Ministry of Transportation of Ontario (MTO). A field edition must be always available on-site.

### **Restrictions on Construction Operations**

Construction and the use of construction accesses, shoulder closures and the loading and unloading of materials and construction equipment onto and from the traveled portion of the roadway shall not be carried out on Holidays, weekends, or the night hours of 7:00pm and 7:00am daily.

### **Open Excavations**

The Contractor shall schedule the Work so that there will be no open excavation adjacent to a lane carrying traffic overnight and on non-working days except where a traffic barrier designed to restrain errant vehicles is located between the traffic and the excavation. Any open excavation required to remain open shall be properly barricaded and comply with MOL and OH&S Act regulations.

### **Location and Storage of Materials and Equipment**

Materials and equipment shall not be stored within 2 m of the traveled portion of any roadway.

Notwithstanding the foregoing, the Contractor shall, at the Contractor's expense, remove any vehicle, equipment or material that, in the opinion of the Contract Administrator, constitutes a traffic hazard or obstruction to maintenance operations.

**Delivery and Trucking**

The Contractor shall plan and schedule the routes of vehicles transporting all materials to, from or within the job, so that vehicular movements are accomplished with minimum interference and interruptions to traffic in accordance with this Special Provision and the General Conditions of the Contract.

**Holiday Restrictions**

The use of construction accesses, shoulder closures, lane closures, ramp closures, and the loading and unloading of materials and construction equipment onto and from the traveled portion of the roadway shall not be carried out on *all* Canadian Statutory or Civic Holidays.

**24. OCCUPATIONAL HEALTH AND SAFETY ACT COMPLIANCE**

Special Provision No. 101F21

June

**List of Designated Substances**

In accordance with the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1, the Contractor is advised of the presence of the following Designated Substances:

| Substance (Ontario Regulation Number)   | Location             |
|---|----------------------|
| Asbestos on Construction Projects and in Buildings and Repair Operations (O. Reg. 278/05)   | Sanitary sewer pipes |
| Benzene (R.R.O. 1990, Reg. 839)   | May be present       |
| Mercury (R.R.O. 1990, Reg. 844)   | n/a                  |
| Vinyl Chloride (R.R.O. 1990, Reg. 846)<br>Coke Oven Emissions (R.R.O. 1990, Reg. 840)<br>Ethylene Oxide (R.R.O. 1990, Reg. 841)<br>Acrylonitrile (R.R.O. 1990, Reg. 835)<br>Isocyanates (R.R.O. 1990, Reg. 842) | n/a                  |
| Silica (R.R.O. 1990, Reg. 845)  | See below            |
| Arsenic (R.R.O. 1990, Reg. 836)   | See below            |
| Lead (R.R.O. 1990, Reg. 843)  | See below            |

The Contractor is further advised that the Designated Substances silica (Ontario Regulation Number R.R.O. 1990, Reg. 845), lead (R.R.O. 1990, Reg. 843) and arsenic (R.R.O. 1990, Reg. 836) are generally present throughout the Working Area, occurring naturally or as a result of vehicle emissions. Exposure to these substances may occur as a result of activities by the Contractor such as sweeping, grinding, crushing, drilling, blasting, cutting, and abrasive blasting.

**Safety**

1. I, the Contractor, acknowledge and agree that I will comply with the Occupational Health and Safety Act and Regulations and any other Act or Acts, and I will be responsible for the compliance therewith of myself and any of my drivers, operators, or employees, while working on this agreement.

2. I, the Contractor, acknowledge and agree that I will comply and provide all required information and signed documents as specified within the Canadore College Contractor Health and Safety Policy prior to the commencement of work. I will be responsible for the compliance therewith of myself and any of my drivers, operators, or employees, while working on this agreement. Policy is attached to the back of the tender document as Schedule "E".

## **25. NIGHT WORK**

No night work (between 7:00 PM and 7:00 AM) shall occur for the entire duration of the Contract.

## **26. NO OPEN BURNING**

Open fires shall not be permitted within the limits of this Contract.

## **27. MAINTENANCE OF HAUL ROUTES**

When aggregate or borrow is being hauled from a source which is not a commercial source or is not licensed under the Aggregate Resources Act by MNR, and where the haul roads are damaged, or require upgrading (ie. Widening for safe two-way traffic), due to the hauling operations, the Contractor shall, when directed by the Contract Administrator, place such material and perform such work on the haul road as is required to provide safe passage and control traffic; and shall on completion of the hauling operations, place such material and perform such work as ordered by the Contract Administrator to restore the haul roads.

All costs incurred by the Contractor to perform the work outlined above will be deemed to have been included in the total tender price and shall include all labour, equipment, and material costs to do the work.

## **28. GUARANTEED MAINTENANCE**

The Contractor shall guarantee and maintain the entire work called for under this Contract for a period of twelve (12) months from the date of completion thereof, as shown in the "Acceptance of the Work" form as issued by the Owner or the Engineer.

Notwithstanding the requirements of the Construction Lien Act and Statutory Holdback Release Payment, the 10% holdback will be withheld for sixty (60) calendar days and an additional 2.5% Guaranteed Warranty (maintenance security) holdback will be withheld from the date of publication of the Certificate of Substantial Performance. The Contractor is to provide proof of publication of a Certificate of Substantial Performance to the Engineer.

The Contractor shall make good in a permanent manner, satisfactory to the Owner, any imperfections due to the materials or workmanship used in the construction and any damage caused by such imperfections. The Contractor shall commence repairs on any work identified as defective under this clause within 48 hours of receipt of notice from the Owner or the Engineer.

The decision of the Owner and the Engineer shall be final as to the necessity for repairs or for any work to be done under this section.

The Engineer may, in cases of danger or public safety, make such immediate arrangements for repair as he sees fit, and the Engineer will inform the Contractor of such action. The cost of such emergency work shall be borne by the Contractor.

The Municipality, the Engineer, or their representatives reserve the right to reject any restoration works that are not completed to their satisfaction in restoring the disturbed areas to existing or similar conditions. The Contractor shall promptly correct any works which are rejected, at no additional cost to this Contract, which may include applying additional surface treatments or removing and replacing the restoration works.

In the event the Contractor does not correct the job to the complete satisfaction of Canadore and the Engineer, Canadore or the Engineer may deduct from the Tender Price an amount equal to the difference in value between the job as performed and the job as called for by the Contract.

## **29. COMPLETION AND HOLDBACK PAYMENT**

For the purposes of this contract, the term "Acceptance of the Work" (form) shall have the same meaning as "Completion Certificate".

After the expiration of sixty (60) calendar days from the date of publication of the Certificate of Substantial Performance, the Owner, subject to Clause GC8.02.04.05 of the General Conditions of Contract, shall pay to the Contractor 97.5% of the Engineer's estimate of the total value of the work completed, less all amounts previously paid to the Contractor.

## **30. CONTRACTOR RESPONSIBILITY FOR DUST SUPPRESSION AND WATER FOR COMPACTION**

OPSS.Muni 506 Construction Specification for Dust Suppressants (November 2017) and 501 Construction Specification for Compacting (November 2017) are modified by the following:

### **Dust Suppression**

In accordance with Clause GC 7.03.01 of the General Conditions of Contract, the Contractor shall take such steps as may be necessary to prevent dust nuisance resulting from his operation either within the site, road right-of-way, or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a road through the work.

Where the work requires the sawing of asphalt or the sawing or grinding of concrete, blades and grinders of the wet type shall be used together with sufficient water to prevent the incidence of dust wherever dust would affect traffic or wherever dust would be a nuisance to residents of the area where the work is being carried out.

Water, calcium chloride flake or calcium chloride solution may be used for dust suppression and shall conform to OPSS 506.

### **Water for Compaction**

Water shall be used for compaction and shall conform to OPSS.Muni 501.

### 31. SOIL COMPACTION

The Contractor is to retain the services of a third-party consultant to perform materials testing. All locations where tests do not meet the required specifications shall be re-compacted or re-excavated at the contractor's expense. Parking Lot sub-base material to be compacted to 98% of the material's SPMDD and pipe bedding / base materials to be compacted to 98% of the material's SPMDD.

Prior to the start of construction, the Contractor is to provide Proctor testing and results, at his cost, to the Engineer for all material intended to be used for this project. The Contractor is to cooperate with the individual doing the compaction testing at all times.

### 32. CONSTRUCTION NOISE CONSTRAINTS

#### Noise Sensitive Areas

This special provision covers the requirements for control of construction noise produced by the Contractor's operations. With the exception of any exemptions from municipal noise control bylaws that may be indicated elsewhere in the Contract, these requirements do not relieve the Contractor of other obligations imposed by statute or by municipal bylaw. Noise constraints in noise sensitive areas are as follows:

| Noise Sensitive Area Limits |  |
|-----------------------------|--|
| Contract Limits             |  |
| Constraint                  | Constraint Details   |
| Equipment Maintenance       | Equipment shall be maintained in an operating condition that prevents unnecessary noise, including but not limited to non-defective muffler systems, properly secured components, and the lubrication of moving parts. |



### 33. IDENTIFICATION OF LOCAL REGULATORY AUTHORITIES

The following is provided for information only to facilitate contact with and notification to regulatory authorities as specified in the Contract Documents:

| Regulatory Authority  | Notification Requirement   |
|---|--|
| MOECC:<br>Spills Action Centre (SAC)<br>1-800-268-6060  | For notification of a spill to the environment under the Environmental Protection Act                                |
| Municipality:<br>City of North Bay<br>200 McIntyre Street East<br>North Bay, ON, P1B 8V6                | For notification of a spill to the environment under the Environmental Protection Act                                |
| MOECP:<br>North Bay Office<br>191 Booth Road, Units 16 & 17<br>North Bay, ON, P1A 4K3<br>(705) 497-6865 | For Waste Management Approval under the Environmental Protection Act   |
| MNRF:<br>North Bay District<br>875 Gormanville Road<br>North Bay, ON, P1B 9S9<br>(705) 475-5550         | For notification of the release of a deleterious substance to a watercourse under the Fisheries Act                  |
| DFO:<br>District Office<br>Sault Ste Marie<br>(705) 942-2848  | For notification of the release of a deleterious substance to a watercourse under the Fisheries Act                  |
| Local Police:<br>OPP 911<br>1-888-310-1122  | For notification of a Dangerous Occurrence involving dangerous goods under the Transportation of Dangerous Goods Act |

### 34. ADMINISTRATION OF AGGREGATE SOURCES INCLUDING EARTH AND ROCK BORROW

#### INFORMATION TO BIDDERS REGARDING AGGREGATE SOURCES

Special Provision No. 110F14(M)

May 2009

#### **General**

The Contractor must demonstrate the suitability of aggregate in accordance with the appropriate special provision(s) contained elsewhere in this contract.

For inquiries related to a specific commercial and/or private source, Contractors may visit the Aggregate Unit of the appropriate Regional Geotechnical Section by appointment to access available Mineral Aggregate Inventory Data Bank (MAIDB) information, provided they have written consent from the source owner.

Regional Geotechnical Section offices are located in:

|              |  |
|--------------|--|
| Toronto:     | Tel. (416) 235-5428 / Fax. (416) 235-3999. |
| London:      | Tel. (519) 873-4400 / Fax. (519) 873-4403. |
| Kingston:    | Tel. (613) 545-4794 / Fax. (613) 547-1760. |
| North Bay:   | Tel. (705) 497-5478 / Fax. (705) 497-5499. |
| Thunder Bay: | Tel. (807) 473-2090 / Fax. (807) 473-2168. |

For enquiries related to Crown sources or sources under permit to MTO, Contractors may visit the appropriate Regional Geotechnical Section by appointment to access available MAIDB information. Access to the information in MAIDB is provided for the convenience of the Contractor only. Since MAIDB information is dated and subject to interpretation, the information is not guaranteed. This is because of revisions to aggregate specifications and inherent source variability.

#### **Earth Borrow, Rock Supply, Granular Base, and Conventional Hot Mix Aggregates**

This contract does not include an Aggregate Sources List (ASL) for earth borrow, rock supply, granular base, and conventional hot mix aggregates. For information regarding commercial sources, Contractors may refer to the following sources of information:

- i) Commercial Aggregate and Membership Directory, available through Ontario Stone, Sand & Gravel Association (OSSGA);
- ii) Aggregate License/Permit List, available through the Ministry of Natural Resources (MNR); and
- iii) Aggregate Resources Inventory Papers (ARIPs), available through the Ministry of Northern Development and Mines (MNDM).

### **35. NOTICE TO UTILITY OWNERS**

When work on the Contract is to be carried out in the vicinity of gas pipelines, watermains, sewers, telephone, electric power lines, and other works or structures connected with these utilities the Contractor shall, before commencing work, and except in those cases which, in the opinion of the Engineer, are emergencies, give the Owner of the said utilities not less than 48 hours' notice in writing, with a copy to the Engineer.

In the event of an emergency, the Contractor shall advise the utility Owner verbally, but at the earliest opportunity such verbal notice shall be confirmed in writing with a copy to the Engineer.

### **36. PROTECTION OF UTILITY LINES**

Before commencing work in the areas of the Contract, the Contractor shall notify all Utility Companies, of his methods of treatment with regard to utilities and shall have the Utility Companies locate any existing utilities in that area. From this information, the Contractor shall, at his own expense, sustain in their places and protect from direct or indirect injury, except as specified otherwise, any and all poles and posts, overhead wires, watermains, sewers and conduits, cables and all structures or property in the vicinity of his work whether above ground or underground.

The Contractor shall assume all risks and be responsible for all expense, damages and claims, etc., attending the presence or proximity of any water pipes, sewers, electric power and telephone conduits and wires and all other underground, surface or overhead structures which cross, or appear in the trench, tunnel or other excavations or any part of the work or are parallel with or adjacent to, but outside of, the said work.

The Contractor shall protect all utility poles and lines in accordance with the Utility providers requirements and payment for protection, temporary bracing / support, standby and associated work shall be deemed to be included in the contract price.

The Contractor shall be responsible for the protection of all Utilities, fences and private property at the job site during the time of construction.

The Contractor has the responsibility for the prevention of damage to property, buildings, or other surface or sub-surface structures, or for accidents to persons, whether employed on the project or not, which might result from such failure to install, place or use such precautionary measures, protective work or other requirements. Furthermore, the fact that the Engineer does order precautionary measures, protective work or other requirements shall not relieve the Contractor of any of his responsibilities under this Contract.

The respective utility owner will be responsible for the relocation of their utility where and if required.

However, no claims will be considered which are based on delays or inconvenience resulting from the relocation not being completed before the start of this Contract.

The Contractor will not receive any payments for coordinating utility relocations except for items included in the Form of Tender.

### **37. CONCRETE AGGREGATE SOURCE LIST**

Aggregate Sources List for Concrete in the Vicinity:

- a) Those Aggregate sources that have been accepted by the Authority for use in concrete are listed on the Ministry of Transportation of Ontario "Aggregate Sources List for Concrete".
- b) The Authority may accept sources that are not shown on this list after they meet the appropriate physical and alkali re-activity requirements of OPSS Forms 1000 and 1002.

### **38. VALVE OPERATION**

The Contractor must contact the Municipality Public Works Department in advance of operating any valves. No valves shall be operated without permission from the Public Works Department.

### **39. OPERATIONAL CONSTRAINT – COMMERCIAL AND INSTAUTIONAL ESTABLISHMENTS**

The Contractor shall schedule work so that access to all commercial and institutional establishments by the public is continuously maintained during operating hours.

#### **40. SURVEY MONUMENTS**

The Contractor shall protect and preserve Standard Iron Bars during the course of construction and any bars removed or bent, which is attributable to the Contractor's operations must be replaced by an Ontario Land Surveyor and the cost of such replacement borne by the Contractor.

#### **41. WORK ON PRIVATE PROPERTY**

It is anticipated during the course of this contract that all works will be performed on properties owned by the Owner, and no work is anticipated on private properties.

The Contractor shall not enter upon or occupy with men, equipment or materials of any nature or store any material on any private property unless he has obtained consent from the property Owner and a copy of such consent has been furnished to the Engineer.

In the event the Contractor wishes to use the facilities of a property Owner, including water supply or power, a form signed and dated by the Contractor and the landowner must be provided to the Engineer prior to use of the facilities by the Contractor. This form must specify the time frame (i.e. from <date> to <date>) for the use of the facilities.

#### **42. POWER AND WATER**

The Contractor shall make their own arrangements for the supply of power and water required for construction and maintenance purposes and such costs shall be deemed to be included in the Total Tender Price for the work.

#### **43. AMENDMENTS TO GENERAL CONDITIONS OF CONTRACT**

The Ontario Provincial Standards (OPS) General Conditions of Contract, November 2019, are modified as follows:

##### **SECTION GC1 INTERPRETATION**

##### **GC1.04 Definitions**

The definition of "Subcontractor" in subsection GC1.04 is deleted and replaced with the following:

"Subcontractor" means a person, firm or corporation undertaking the execution of a part of the Work by virtue of an agreement with the Contractor which has been approved by the Owner; and for the sole purpose of administering section 33, Holdback, of the Construction Lien Act, means a person, firm or corporation undertaking the execution of one or more complete tender items identified in the Contract Documents by virtue of an agreement with the Contractor which has been approved by the Owner.

Subsection GC1.04 is amended by the addition of the following:

"Aggregate" means gravel, sand, clay, earth, shale, stone, limestone, dolostone, sandstone, marble, granite, or rock other than metallic ores, slag and clinkers.

"Commercial Source" means a place where Aggregate or a product containing Aggregate, is made available for sale.

"Delineator" means a TC-52 construction marker, or TC-54 flexible drum as described in the Ontario Traffic Manual.

Section GC1 is modified by the addition of the following:

**GC1.09 Liens**

- 01) A lien is preserved when the claimant has given the Owner a copy of the claim for lien together with the affidavit of verification within the time frame detailed in Section 34 of the Construction Lien Act.
- 02) A preserved lien is perfected when the claimant commences an action in the courts to enforce the lien prior to the end of the period specified in Section 36 of the Construction Lien Act.

**SECTION GC3 ADMINISTRATION OF THE CONTRACT**

**GC3.09 Subcontracting by the Contractor**

Paragraph 01) of subsection GC3.09 is deleted and replaced by the following:

The Contractor may subcontract any portion of the Work, but the total of all sublets shall not exceed 60% of the total tender value without the written consent of the Contract Administrator, subject to these general conditions and any limitations established by the Owner.

**SECTION GC7 CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK**

**GC7.02 Layout**

Subsection GC7.02, Layout, is amended by the addition of the following:

- 12) The Contractor shall advise the Contract Administrator of the intended layout schedule weekly by identifying the survey activities planned for the following week, including any miscellaneous surveying items.
- 13) The Contractor shall notify the Contract Administrator when the Subgrade is completed. A Subgrade and granular base cross-section, three-point section minimum, will be obtained by the Contract Administrator and the grade accepted if construction is within the allowable tolerances. No granular material shall be placed until the Subgrade is accepted.

**TABLE #1**  
**LAYOUT INTERVALS AND MEASUREMENT ACCURACY**  
**FOR CONSTRUCTION SURVEY – LAYOUT**

| ACTIVITY   | INTERVAL     | MEASUREMENT ACCURACY | REMARKS  |
|--|--------------|----------------------|--|
| Layout<br>Rock<br>Earth  | 10 m<br>25 m |                      | With the exception of plus sections, layout is normally at the same interval as the cross sections/grade calculations. This may be varied when extreme changes in horizontal and vertical alignment are encountered. |
| Maximum for setting structure footing grades                     | 10 m         |                      |  |
| Structure grades to be set to                                    |              | 1 mm                 |  |
| Adjustment to slope stake distances to allow for grubbing losses |              | 300 mm               |  |
| Set grades for earth grading to the nearest                      |              | 10 mm                |  |
| Set grades for granular to the nearest                           |              | 5 mm                 |  |
| Layout stake offset for curb and gutter                          |              |                      | 2 m but may be varied to suit conditions   |
| Stake layout for curb and gutter                                 | 10 m         |                      | May be necessary to reduce for very sharp curves   |
| Set curb and gutter grades to the nearest                        |              | 1 mm                 |  |
| Staking maximum for layout of a radius (intersections)           | 3 m          |                      |  |
| Layout stake offset for concrete pavement                        |              |                      | 2 m offset   |
| Concrete pavement grades to be set to                            |              | 1 mm                 |  |

**TABLE #2  
 LAYOUT INTERVALS AND MEASUREMENT ACCURACY  
 FOR CONSTRUCTION SURVEY - CROSS SECTIONS**

| ACTIVITY  | INTERVAL   | MEASUREMENT ACCURACY | REMARKS |
|---|--|----------------------|---------|
| CROSS SECTIONS<br>Back sight and foresight readings to be taken to the nearest  |  | 1 mm                 |         |
| Maximum allowable error between adjacent Benchmarks   |  | 5 mm                 |         |
| Intermediate road readings to be taken to the nearest<br>earth cut<br>rock cut<br>rock cut with overburden<br>muskeg excavation<br>fills with stripping, sub-excavation or ditching<br>transition from cut to fill<br>fills<br>earth or rock fills<br>borrow pits | 25 m<br>10 m<br>10 m<br>25 m<br>25 m<br>25 m<br>25 m<br>25 m<br>25 m | 10 mm                |         |
| Maximum transverse interval for cross-section elevations<br><br>earth<br>rock<br>borrow   | 25 m<br>10 m<br>25 m   |                      |         |
| Offset distances to be measured to the closest  |  | 100 mm               |         |

GC7.05 Excess Loading of Motor Vehicles

Subsection GC7.05 is amended by the addition of the following:

- 02) Vehicles hauling materials for use in the Work shall be accompanied by a "Record of Allowable Gross Weight" certificate, Form SR-E-121. The legal limit will be the vehicle's registered gross weight or the allowable gross weight, whichever is less. The Contractor shall ensure that a copy of the "Record of Allowable Gross Weight" form is left with the weigh person for the Owner's use.



GC7.12 Environmental Incident Management under Legislation Protecting the Environment and Natural Resources

Subsection GC7.12 is amended by the addition of the following:

GC7.12.01.g) Gasoline Handling Act, RSO 1990

GC7.12.06 Definitions:

Incident: means an event such as a spill, discharge, emission, release or escape of a material, pollutant, contaminant, deleterious substance or dangerous good as defined in the legislation referenced above.

(Note: Allowable emissions or escapes as specified elsewhere in the Contract, are not included in the definition of an incident.)

GC7.12.07. Contractor's Responsibilities:

The Contractor shall be in strict compliance with the requirements of the referenced legislation regarding incidents under the control of the Contractor or that are a result of the Contractor's operations.

The requirements include, but are not restricted, to:

- a) immediate containment of the material, pollutant, contaminant, deleterious substance or dangerous good.
- b) immediate notification of the incident to the proper authority.
- c) clean-up and restoration of the environment to pre-incident conditions.

The Contractor shall also be responsible for informing the Contract Administrator forthwith of:

- a) an incident when it occurs.
- b) any actions taken or intended to be taken by the Contractor regarding the incident.

GC7.12.08. Submission Requirements:

Within 48 hours of an incident, the Contractor shall provide a completed Incident Notification Form, included in this special provision, to the Contract Administrator.

GC7.12.09. Indemnification:

The Contractor shall indemnify and save the Owner harmless from any additional expense that the Owner may incur to have the Work performed as a result of the Contractor's failure to comply with the requirements of the legislation.



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**INCIDENT NOTIFICATION FORM**

Roadway:

Contract No. \_\_\_\_\_

Location of Contract:

Contractor:

Contract Administrator:

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Incident Description

Date/Time of Incident:

Description of the Incident (what happened):

Immediate Actions Taken:

---

Notification

Date/Time of Notification:

Authority(ies) Notified:

Incident/Spill Report No. (if issued by notified Authority):

---

Remediation and Restoration

Actions taken or to be taken to remediate and restore the environment:



**SECTION GC8 MEASUREMENT AND PAYMENT**

GC8.01.02 Variations in Tender Quantities

The following shall be added to GC8.01.02.01.a):

Written requests for unit price revision must be received no later than 30 days after final acceptance of the Work.

GC8.02.04 Certification and Payment

GC8.02.04.07 Completion Payment and Statutory Holdback Release Payment Certificates

The first sentence of paragraph 02) of Clause GC8.02.04.07 is amended to read as follows:

“The Completion Statutory Holdback Release Payment Certificate will be a payment certificate releasing to the Contractor the further statutory holdback, less any maintenance holdback”.

**44. PARTICIPATION IN THE ANNUAL LABORATORY CORRELATION PROGRAM**

**Annual Laboratory Correlation Program**

Laboratories performing testing for quality control purposes shall participate in the MTO’s annual Ministry of Laboratory Correlation Program for the appropriate material(s). There will be no compensation for this participation.

**45. AMENDMENTS TO OPSS 401**

Clause 401.05 is amended by the addition of the following:

Bedding material shall be Granular ‘A’.

Cover Material shall be Granular ‘B’, Type I, with 100% passing the 26.5 mm sieve.

**Backfill in Earth**

The trench shall be backfilled with select native material, and shall contain no rock, stones, or boulders larger than 200 mm in its greatest diameter and shall be free from all perishable or objectionable material which would prevent proper consolidation, or which might cause future settlement. The native material shall be replaced in the same order as it was removed and placed in 300 mm layers, mechanically compacted to 95% of the maximum density.

**46. AMENDMENT TO OPSS 501, APRIL 2013**

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Special Provision No. 105S21

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**Water Requirements and Quality Control for Compaction - Method B**

**501.05 MATERIALS**

**501.05.02 Water**

Subsection 501.05.02 of OPSS 501 is deleted in its entirety and replaced with the following:

Water shall be free of contaminants that could adversely affect fill material or the environment.

**501.07.04 Quality Control**  
**501.07.04.01 General**

Clause 501.07.04.01 of OPSS 501 is amended by deleting the second paragraph and replacing it with the following:

Two methods for conducting QC for compaction are referred to as Method A and Method B. Method B shall be used.

## 47. LIQUIDATED DAMAGES

### Fixed Completion Date and Charges

**1. Time**

Time shall be the essence of this Contract.

**2. Progress of the Work and Time for Completion**

The Contractor shall complete this Contract by **October 31, 2024.**

If the time limit above specified is not sufficient to permit completion of the Work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the Work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be included in the prices bid for the various items of work and no additional compensation will be allowed, therefore.

**3. Liquidated Damages**

It is agreed by the parties to the Contract that in case all the Work called for under Part A or Part B of the Contract is not finished or completed within the date(s) of completion specified aforementioned or as extended in accordance with subsection GC3.06, Extension of Contract Time, of OPS General Conditions of Contract, November 2019, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of **\$500.00** as liquidated damages for each and every calendar days delay in finishing the work beyond the date of completion prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Owner that will accrue during the period in excess of the prescribed date of completion.

## 48. ONTARIO PROVINCIAL STANDARDS

For all references to Ontario Provincial Standards in this contract, where both municipal and provincial versions exist, the municipal version shall apply.

## 49. OTHER CONTRACTORS WITHIN OR ADJACENT TO THE LIMITS OF THE CONTRACT

Other work may be in progress within or adjacent to the limits of this contract.

The Contractor shall coordinate the work with other Contractors within and/or adjacent to the project limits to ensure that they do not perform work in the same area at the same time, or adversely affect each other's work. The Contractor shall ensure that a minimum separation of

100m is maintained between the operation included in this contract and work within and/or adjacent to this project done by others.

The Contractor shall provide a written submission to the Consultant explaining how the work with other Contractors will be coordinated.

## **50. PROJECT MEETINGS**

### **Construction Organization and Start-up**

Within fifteen (15) days after award of Contract or as directed by the Owner, a construction pre-start meeting of parties in contract to discuss and resolve administrative procedures and responsibilities shall take place.

Senior representatives of the Owner, Consultant, Contractor, major Subcontractors, field inspectors and supervisors are to be in attendance.

Establish time and location of meeting and notify parties concerned a minimum of five (5) days before meeting.

Meeting Agenda shall include following:

- Appointment of official representative of participants in Work.
- Review of Schedule of Work, progress scheduling as specified within this contract.
- Schedule of submission of shop drawings, if required.
- Requirements for temporary facilities, site sign, offices, storage sheds, utilities, fences as specified within this contract.
- Delivery schedule specified.
- Site safety as specified in the Health and Safety Act.
- Proposed changes, change orders, procedures, approvals required, mark-up percentages permitted, time extensions, overtime, and administrative requirements.
- Owner-furnished Products.
- Take-over procedures, acceptance, and warranties as specified within this contract.
- Monthly progress claims, administrative procedures, photographs, and holdbacks.
- Appointment of inspection and testing agencies or firms.
- Insurance and transcript of policies.

Comply with Consultant's and/or Owner's allocation of mobilization areas of site, for field offices and sheds, access, traffic, and parking facilities.

During construction, coordinate use of site and facilities through Consultant's procedures for intra-project communications: Submittals, reports and records, schedules, coordination of drawings, recommendations, and resolution of ambiguities and conflicts.

Comply with instructions of Consultant for use of temporary utilities and construction facilities.

### **Progress Meetings**

Schedule and administer progress meetings throughout the progress of the Work every week or bi-weekly as necessary as agreed with the Owner and Consultant.

Agenda for progress meetings to include the following:

- Review and approval of minutes of previous meeting.
- Review of Work progress since previous meeting.
- Field observations, problems, conflicts.
- Problems which impede construction schedule.
- Review of off-site fabrication delivery schedule.
- Corrective measures and procedures to regain projected schedule.
- Revisions to construction schedule.
- Progress, schedule, during succeeding work period.
- Review submittal schedules: expedite as required.
- Maintenance of quality standards.
- Pending changes and substitutions.
- Review proposed changes for effect on construction schedule and on completion date.
- Other business.

The Consultant will distribute written notice of the first meeting four (4) days in advance of the meeting date to contractors and other interested parties.

The Contractor will provide physical space, table and chairs for all participants of meeting.

The Consultant will preside over progress meetings and record the minutes of progress meetings, including significant proceedings and decisions. Minutes will identify "action by" parties and date for completion of duty.

Copies of minutes will be distributed within four (4) working days after each meeting, to meeting participants, affected parties not in attendance and the Owner.

Any amendments to the minutes shall be distributed within five (5) working days of the date of the generation of the amendment.

Representatives of Contractor, Subcontractor and Suppliers attending meetings must be qualified and authorized to act on behalf of the party each represents.

## **51. CONSTRUCTION SCHEDULE**

The Contractor shall provide the Engineer and Canadore with their proposed construction schedule as part of their tender submission.

The construction schedule shall show dates of commencement and completion of various parts of the Work, ordering and delivery dates of Products, phasing and timing for various subcontracts and all other detailed information to the satisfaction of the Consultant. Failure to provide a construction schedule as part of the tender submission may disqualify the tenderer. All orders for materials shall be placed in ample time for adherence to the schedule.

Make special note of those times when installation could affect overall water and sewer systems operation and street access.

Prepare definitive schedules for the following specific items:

- Schedule of construction phases

## **52. PROPERTIES AFFECTED BY THE WORK**

The Contractor shall advise, in writing, all affected residents, landowners and businesses of the expected time and location of construction.

Should the schedule change significantly advise, in writing, all affected residents, landowners and businesses as to the new schedule.

Written notices to affected residents, landowners and businesses shall include telephone numbers to call 24 hours per day.

## **53. SUBMITTAL PROCEDURES**

### **Administrative**

Submit to the Consultant submittals listed for review. Submit with reasonable promptness and in orderly sequence so as to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.

Work affected by submittal shall not proceed until review is complete.

Present Shop Drawings and product data in SI Metric units.

Where items or information is not manufactured or produced in SI Metric units, converted values within the metric measurement tolerances are acceptable.

Review submittals prior to submission to Consultant. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with requirements of Work and Contract Documents.

Submittals not stamped, signed, dated, identified as to specific project, and attesting to their being reviewed will be returned without being examined and shall be considered rejected.

Notify Consultant, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.

Verify field measurements and affected adjacent Work are coordinated.

Contractor's responsibility for errors and omissions in submission is not relieved by Consultant's review of submittals.

Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Consultant review.

Keep one (1) reviewed copy of each submission on site.

**Shop Drawings and Product Data**

The term "Shop Drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by the Contractor to illustrate details of a portion of Work.

Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been coordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.

Allow ten (10) working days for the Consultant's review of each submission.

Adjustments made on Shop Drawings by Consultant are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Consultant prior to proceeding with Work.

Make changes in Shop Drawings as Consultant may require, consistent with Contract Documents. When resubmitting, notify Consultant in writing of any revisions other than those requested.

Accompany submissions with transmittal letter, containing:

- Date.
- Project title and number.
- Contractor's name and address.
- Identification and quantity of each shop drawing, product data and sample.
- Other pertinent data.
- Submissions shall include:
  - Date and revision dates.
  - Project title and number.
  - Name and address of the Subcontractor, Supplier and Manufacture.
  - Contractor's stamp, signed by Contractor's authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
- Details of appropriate portions of Work as applicable.

After the Consultant's review, distribute copies.

Submit an electronic copy of Shop Drawings for each requirement requested in specification Sections and as consultant may reasonably request.

Submit an electronic copy of product data sheets or brochures for requirements requested in specification sections and as requested by the Consultant where Shop Drawings will not be prepared due to standardized manufacture of product.

Delete information not applicable to project.

Supplement standard information to provide details applicable to project.

If upon review by Consultant, no errors or omissions are discovered or if only minor corrections are made, copies will be returned, and fabrication and installation of Work may proceed. If Shop Drawings are rejected, noted copy will be returned and re-submission of corrected Shop Drawings, through same procedure indicated above, must be performed before fabrication and installation of Work may proceed.

### **General**

After award of Contract the Consultant will provide a complete set of drawings for the purpose of maintaining record drawings. Accurately record significant deviations from Contract Documents caused by site conditions and changes ordered by the Consultant.

Record locations of all elements, non-concealed and concealed, of the work.

Identify drawings as "Project Record Copy". Maintain in good condition and make available for inspection on site by Consultant at all times.

Not less than two (2) weeks prior to application for a Certificate of Substantial Performance, submit record drawings and complete survey data to Consultant for review.

### **Level of Detail**

The "As-Built" Drawings shall be submitted, in duplicate, with sufficient detail for the Consultant to modify the Contract Drawings without referring to separate information such as RFIs, RFQs, or Shop Drawings.

### **Site Records**

The Consultant will provide one (1) set of Contract Drawings at the beginning of the project for use in producing "As-Built" Drawings. Provide sets of white prints, as required, for each phase of the Work. Mark thereon all changes as the Work progresses and as changes occur including Change Orders.

Transfer all "As-Built" information to the Contract Drawings, revising the Drawings to show all Work as it is actually installed.

Use a different colour waterproof ink for each service.

Make available for reference purposes and inspection at all times. Canadore may withhold monthly payments until satisfactory evidence is provided that Site records are being properly maintained.



Store record documents and samples in the field office apart from any documents used for construction.

Label record documents and file in accordance with the Specification Section number. Label each document "CONSTRUCTION RECORD" in neat, large, printed letters.

Maintain record documents in a clean, dry and legible condition. Do not use record documents for construction purposes.

Keep record documents and samples available for inspection by the Consultant on a monthly basis.

**Recording Actual Site Conditions**

Record information concurrently with the progress of construction. Do not conceal the Work until the required information is recorded.

Contract Drawings and shop drawings: legibly mark each item to record the actual construction, including:

- Measured horizontal and vertical locations of new and existing underground utilities, structures, equipment, Work and appurtenances. Reference to at least two permanent surface points.
- Measured locations of internal utilities and appurtenances shall be referenced to visible and accessible features of the Work.
- Measured locations of existing and new facilities, piping, equipment, and other Work shall be referenced to visible and accessible features of the Work.
- Field changes of dimensions and details.
- Changes made by Contract Change Orders.
- Details not on the original Contract Drawings.
- References to related shop drawings and modifications.

Specifications: legibly mark each item to record actual construction, including, but not limited to:

- Manufacturer, trade name, and catalogue number of each Product actually installed particularly optional items and substitute items.
- Changes made by Addenda and Contract Change Orders.

Other Documents: maintain the manufacturers' certifications, inspection certifications, and field test records, as required by the individual Specification Sections.

Obtain all approvals required for field modifications including ESA Certification for panel modifications.

## 54. AS-BUILT DRAWINGS

Prior to the start of commissioning, finalize the production of "As-Built" Drawings.

Identify each Drawing in the lower right-hand corner in letters at least 12 mm high as follows: -  
"AS-BUILT DRAWINGS: THIS DRAWING HAS BEEN REVISED TO SHOW SYSTEMS AS INSTALLED"  
(Signature of Contractor) (date).

Submit to the Consultant for approval and make corrections as directed.  
Commissioning is to be performed using "As-Built" Drawings.

Submit completed reproducible "As-Built" drawings with the Operating and Maintenance Manuals.

## 55. PRODUCT REQUIREMENTS

### Product Quality

Products, materials, equipment, parts or assemblies (referred to as Products) incorporated in Work: New, not damaged or defective, of best quality (compatible with specification requirements) for purpose intended. If requested, provide evidence as to type, source and quality of Products provided.

Defective materials, equipment and articles whenever found may be rejected regardless of previous inspection. Inspection by the Consultant or an inspector does not relieve the Contractor of his responsibility but is merely a precaution against oversight or error. Remove and replace defective materials at own expense and be responsible for all delays and expenses caused by rejection.

Should any dispute arise as to the quality or fitness of materials, equipment or articles, the decision rests strictly with the Consultant based upon the requirements of the Contract Documents.

Unless otherwise indicated in specifications, maintain uniformity of manufacture for any particular or like item throughout the project.

Permanent labels, trademarks and nameplates on Products are not acceptable in prominent locations, except where required for operating instructions, or when located in mechanical or electrical rooms.

### Product Availability

Immediately upon signing the Contract, review Product requirements and anticipate foreseeable delivery delays in any items. If delays in deliveries of materials, equipment or articles are foreseeable, **propose substitutions or other remedial action in ample time to prevent delay** in the performance of the Work.

If such proposal is not given to the Consultant, **the Consultant reserves the right to substitute more readily available Products later in order to prevent delays** at no additional cost to the Owner.

If delays in supply of Products are foreseeable, notify the Consultant of such, in order that substitutions or other remedial action may be authorized in ample time to prevent delay in performance of Work.

In event of failure to notify Consultant at commencement of Work and should it subsequently appear that Work may be delayed for such reason, Consultant reserves right to substitute more readily available Products of similar character, at no increase in Contract Price or Contract Time.

No substitution of any item will be permitted unless the item cannot be delivered to the job site in time to comply with the Schedule.

To receive approval, proposed substitutes must equal or exceed the quality, finish, and performance of those specified and/or shown and must not exceed the space requirements allotted on the drawings.

Provide documentary proof of equality, difference in price (if any) and delivery dates in the form of certified quotations from suppliers of both specified items and proposed substitutions.

The Contractor shall include all costs in the difference in price (if any) for any required revisions to other structures and products to accommodate such substitutions.

#### **Storage and Protection**

Store and protect Products in accordance with manufacturers' written instructions.

Store with seals and labels intact and legible.

Store sensitive Products in weather tight, climate controlled, enclosures in an environment favourable to Product.

For exterior storage of fabricated Products, place on sloped supports above ground.

Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of Products.

Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

#### **Transportation and Handling**

Transport and handle Products in accordance with manufacturer's written instructions.

Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.

Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

Pay all costs for transportation of products required for the Work. The contractor is responsible for ensuring that all sub-contractors are aware of this requirement.

**Existing Utilities**

When breaking into or connecting to existing services or utilities, execute Work at times directed by local governing authorities.

Protect, relocate, or maintain existing active services. When services are encountered, cap off in manner approved by authority having jurisdiction. Stake and record location of capped service.

**Manufactures Written Instructions**

Unless otherwise indicated in specifications install or erect Products to manufacturer's written instructions. Do not rely on labels or enclosures provided with Products. Obtain written instructions directly from manufacturers.

Notify Consultant in writing, of conflicts between specifications and manufacturer's instructions, so that Consultant may establish course of action.

Improper installation or erection of Products, due to failure in complying with these requirements, authorizes Consultant to require removal and re-installation at no increase in Contract Price or Contract Time.

**Remedial Work**

Perform all cutting and remedial work that may be required to make the several parts of the Work come together properly. Coordinate and schedule the Work to ensure that cutting and remedial work are kept to a minimum.

Perform remedial work by specialists familiar with materials affected. Perform in a manner to neither damage nor put at risk any portion of Work.

Should the Owner or anyone employed by him be responsible for ill-timed work necessitating cutting and/or remedial work to be performed, the cost of such work will be valued as provided in the General Conditions and added to the Contract Price.

Employ specialists familiar with the materials affected in performing cutting and remedial work. Perform in a manner to neither damage nor endanger any portion of the Work.

Do not cut, drill, or sleeve any load-bearing members without written approval of the Consultant.

**Measurement**

Unless otherwise noted, this Project has been designed and is to be constructed in the S.I. metric system of measurements.

Where specified metric elements will not be available when required, submit with Tender proposals for alternative products in accordance with the "Alternatives/Equals" clause of the Instructions to Bidders.

During construction, when specified metric elements are unattainable at the time, they are required to meet the Construction Schedule, the Contractor shall notify the Consultant in writing and suggest alternative substitutions. Costs due to these substitutions shall be borne by the Contractor.

**56. PAYMENT**

Payment for all work listed within these specifications and associated drawings shall be covered by the quantities and lump sum items listed within the Form of Tender.

Payment clauses listed within the individual OPSS Specifications do not apply for the purposes of this contract. Refer to Item Special Provisions.

Payment procedures listed within the OPSS General Conditions, November 2019, shall apply to this contract.

**END OF GENERAL SPECIAL PROVISIONS**



# VILLIAGE OF SOUTH RIVER

## ACCESSIBLE WALKING AND CYCLING PATH

EXP PROJECT NO. NTB-24001033-00

### ITEM SPECIAL PROVISIONS



**CONSULTING ENGINEERS:**

EXP SERVICES INC.  
757 Main Street East  
North Bay, Ontario  
P1B 1C2

Tel: (705) 474-2720



**OWNER:**

VILLAGE OF SOUTH RIVER  
63 Marie Street  
South River, Ontario  
POA 1X0

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**1. ITEM 1 CLEARING & GRUBBING INCLUDING STUMP REMOVAL & ORGANICS REMOVAL  
ITEM 26 CLEARING & GRUBBING INCLUDING STUMP REMOVAL (PROVISIONAL)**

This item is for the removal and disposal of all brushes, trees, stumps, and windfalls as indicated on the contract documents as per OPSS.MUNI 201. The anticipated areas are 2665m<sup>2</sup> for Item #1, and 1425m<sup>2</sup> for Item #26. Item #1 will include the area required for the construction of the Accessible Walking Trail, where Item #26 includes the additional area to clear and grub the location of the OFSC trail.

Trees, brush, stumps, and Windfalls are not to be piled on private property and are to be removed and disposed of at the contractor's cost.

Payment for this item shall be based on a lump sum of area shown on the drawings to be cleared and grubbed with material deposited off site.

**2. ITEM 2 EARTH EXCAVATION, HAULING OFF SITE, AND SSM STOCKPILING**

All excavation shall meet the requirements of the current Occupational Health and Safety Act (OHSa). Earth excavation shall be as per OPSS 206.

Excavation shall include the upper layer of soil, all organics left from clearing and grubbing, and material deemed too soft, wet, or otherwise unsuitable for construction. The Contract drawings indicate the depth, width and extent of excavations required.

This item is for earth excavation required for placement of the Walking/Cycling Trail base granular only. Contractor will not be compensated for any over excavation of the depths and extents of excavation required.

The Contractor is responsible for disposing of all excess material off-site as directed by the Engineer and/or Owner.

Basis for payment for this item will be per cubic meters excavated within the extent of excavations required, regardless of the excess material's destination.

**3. ITEM 3 CONCRETE STRUCTURE REMOVAL AND DISPOSAL**

This item consists of the removal of two existing concrete abutments that have been stored on the site. The removals shall be in accordance with OPSS 510, Removals. All materials are to be hauled away by the Contractor and disposed of at a site chosen by the Contractor and agreed to by the Engineer or owner.

Payment for this item shall be lump sum.

**4. ITEM 4 DITCH RE-GRADING/RELOCATION  
ITEM 5 DITCHING**

Ditching and re-grade ditches shall be as per the contract documents. This may include ditch new ditching, cleanout, lowering or raising the bottom of ditch grade to provide a constraint grade of the walking/cycling trail ditches.

Payment shall be per square meter of ditching or ditch re-graded to final grades.



**5. ITEM 6 BOULDER WALL WITH 0.5m CLEAR SPACING**

This item is for the supply and placement of boulders as indicated on the contract drawings with a maximum 0.5m clear spacing. Boulders shall be between 0.5m<sup>3</sup> and 1m<sup>3</sup> or 0.5-1m in diameter. The contractor shall take care to ensure the boulders are placed in straight lines as per the contract drawings, to form walls at the trail start/end to prohibit motorized vehicles from entering the path. The contractor shall ensure that the boulders are stable to prevent injury to the general public.

Payment shall be per linear meter boulder wall installed.

**6. ITEM 7 GUY WIRE STRUT**

The contractor shall coordinate with the appropriate utility provider, to install a guy wire strut as indicated on the contract drawings. The guy wire strut shall be placed so that the horizontal placement of the guy wire does not interfere with the Accessible Walking/Cycling Path. A minimum 2.1m vertical clearance shall be provided between the top of the new asphalt surface to the bottom of the guy wire strut.

Payment shall per guy wire strut installed.

**7. ITEM 8 WAYFINDING SIGNS**

This item is for the supply and installation of Wayfinding Signs as indicated on the Contract Documents and as directed by the Contract Administrator or Owner.

Wayfinding signs are to be 1800mm x 1200mm in size and shall be Aluminum or Galvanized steel sheeting conforming to OPSS/MUNI 2001 and OTM Book 2. Wayfinding signs shall be mounted on 6"x6" wood posts, with cross supports and a shingled roof. The contractor shall familiarize themselves with the existing wayfinding sign in front of the Municipal office, as the new wayfinding signs shall be built to the same standard.

Payment shall be per wayfinding sign installed.

**8. ITEM 9 PERMANENT TRAFFIC SIGNS "PEDESTRIAN CROSSING"**

This Item includes all new signage as indicated on the contract documents.  
All signs shall be as per OPSS 703 and shall be Wc-7 in accordance with OTM Book 6.

Amendments to OPSS 703 Nov. 2014:

Section 703.07.01 is amended by the addition of the following:

Signs shall be installed with a non-breakaway u-flange post system as per OPSD 990.110.

Section 703.07.02.02 is amended by the addition of the following:

Signs shall be supplied by the contractor.

Payment shall be per sign installed.

**9. ITEM 10 NEW TRAIL SIGNS "STOP"**  
**ITEM 28 NEW OFSC TRAIL SIGNS (PROVISIONAL)**

This Item includes all new signage as indicated on the contract documents.  
All signs shall be as per OPSS 703.

Amendments to OPSS 703 Nov. 2014:

Section 703.07.01 is amended by the addition of the following:

Signs shall be installed with a non-breakaway u-flange post system as per OPSS 990.110.

Section 703.07.02.02 is amended by the addition of the following:

Signs shall be supplied by the contractor.

Payment shall be per sign installed.

**10. ITEM 11 SUPERPAVE 12.5 OR HL4 SURFACE 50mm**

Asphalt placed as part of this project to consist of a Superpave 12.5 or HL4. The asphalt should be placed in a single compact lift of 50 mm.

All asphalt shall be as per OPSS 310.

**Performance Graded Asphalt Cement (PGAC) Grade**

Subsection 310.05.01 of OPSS 310, November 2017, is amended by the deletion of the first paragraph and replaced with the following:

Asphaltic concrete shall conform to OPSS 1151, except that clause 1151.05.01 Asphalt Cement of OPSS 1151 is amended by the addition of the following:

|                     |             |
|---------------------|-------------|
| <u>Hot Mix Type</u> | <u>PGAC</u> |
| Superpave 12.5      | 58-34       |

The traffic category for the Superpave mix design is Category 'B'.

Reclaimed asphalt pavement shall not be used in Hot Mix Asphalt for this contract.

**Quality Control**

Subsection 310.07.01 is amended by the addition of the following:

**Laboratory Testing**

**Laboratory Requirements**

The laboratory carrying out the testing shall participate in the MTO's correlation programs for gyratory compactors which occur just prior to and during paving operations.

**Submission of Test Data**

The Contractor shall provide test results from a laboratory meeting the requirements noted above. Test results, either individual or mean values, shall demonstrate conformance of the aggregates with the requirements of this special provision.

All individual test results shall be submitted to the Engineer using MTO Form PH-CC-449, at the time of submission of the mix design. All test data forms must be legible. Faxed copies are acceptable provided that the original form is submitted to the Engineer within 7 days following receipt of the fax.

Subsection 310.07.05.01.01 is amended by the addition of the following:

Amendments to OPSS 1101

Appendix 1101-B shall apply to this contract.

Subsection 310.07.05.02 is amended by the addition of the following:

Sampling of Mix for Acceptance Testing

Random samples of the mix shall be obtained, packaged appropriately, labeled, and delivered by the Contractor as specified. The Contractor shall advise the Engineer or his representative when each sample will be taken. The samples shall not be split prior to delivery.

The Contractor shall obtain a set of three mixed samples from each random location designated by the Contract Administrator. One of these samples shall be for the Contractor's QC testing and the other two will be designated for QA and Referee testing. Each of the three samples shall be taken from the same truckload and at the same transverse offset. The minimum mass of each sample shall be in accordance with Table 6 of OPSS 310.

Subsection 310.07.05.02.05 delivery is deleted and replaced with the following:

The Contractor shall deliver all samples designated for QA and Referee testing to a laboratory designated by the Owner, within a 500km radius of the contract limits, within 24 hours of sampling.

Subsection 310.07.11.03 – Transverse Joints

Paragraph (b) is amended by the addition of the following:

The length of the stepped joints shall be as shown on the contract drawings.

Use of Contractor's QC Results for Acceptance of Hot Mix

Subsection 310.08.01 is amended by the addition of the following:

The Contractor's QC results will be used for assessing the acceptability of hot mix, unless either party requests referee testing.

Table 10 of OPSS 310, November 2012 is replaced with the following Table 10:

| TABLE 10<br>Pavement Compaction Requirements Based on Maximum Relative Density |              |              |                  |
|--|--------------|--------------|------------------|
| Mix  | Acceptable % | Borderline % | Rejectable %     |
| HDBC, Superpave 19.0, 25.0 and 37.5  | 91.0 to 96.5 | 96.6 to 97.5 | < 91.0 or > 97.5 |
| DFC and Superpave 12.5 FC2   | 92.0 to 97.5 | 97.6 to 98.5 | < 92.0 or > 98.5 |
| All Other Mixes  | 92.0 to 96.5 | 96.6 to 97.5 | < 92.0 or > 97.5 |

**Payment Adjustment for Changes in the Ministry of Transportation's Performance Graded Asphalt Cement Price Index**

Appendix 310-B of OPSS 310 shall apply.

The mass of asphalt cement for payment adjustment shall be determined by calculating the volume of hot mix placed based upon area and lift thickness as determined by coring multiples by the bulk relative density and % asphalt cement in accordance with the job mix formula.

Basis for payment for this item will be by the square meter. The payment unit price will include any and all additional work to remediate deficient asphalt works.

- 11. **ITEM 12 GRANULAR 'A' ASPHALT BASE (150mm COMPACTED)**  
**ITEM 13 GRANULAR 'B', TYPE II ASPHALT BASE (300mm COMPACTED)**

Road construction shall include Granular A and Granular B, Type II, compacted to 98% SPMD to the thicknesses indicated on the Contract Drawings.

Parking Lot subbases shall be proof rolled to 98% SPMD and approved by geotechnical engineer prior to placement of granular materials.

All granular shall be as per OPSS 314 and OPSS 1010. These items are for Parking Lot granulars only. Granulars for pipe bedding, backfill driveways, subdrains, sidewalk, etc. are not included in this item as they are part of their respective items.

Amendment to OPSS 1010 Muni November 2013

OPSS 1010.05.01 is amended by the addition of the following:

The use of air-cooled blast furnace slag, nickel slag or steel slag is prohibited.



OPSS 1010.08.01 General is amended by the addition of the following:

QA testing shall be carried out by the Owner for the purpose of ensuring that materials used in the work conform to the physical and production requirements of this special provision. Where materials contain blended or reclaimed aggregates or both, QA samples for testing shall be performed on the final product.

OPSS 1010.08.03 Sampling is amended by the addition of the following:

QA sampling and testing shall be based on lots established for each aggregate type: Granular A, O, B, M and SSM. Where more than one aggregate source is used, separate lots shall also be established for each source. Where aggregates are produced with blended or reclaimed materials or both, QA testing shall be performed on the final product.

Notwithstanding the requirements for QA sampling as indicated in this specification, the Owner reserves the right to obtain a QA sample at any time without notice.

Either QA test results or referee test results, where applicable will be used for the acceptance of physical and production property requirements of this specification. QA testing for physical properties may be waived by the Engineer where the delivered quantity of Granular A, O, B, M, or SSM is less than 5,000 tonnes.

Aggregates may be rejected based on the visual identification of unacceptable materials.

QA samples shall be taken in accordance with LS-625 and shall be road samples or delivery samples obtained from the Work at a location determined by the Contract Administrator. Where required, the Contractor shall provide a front-end loader to obtain material for QA samples.

Where it is not possible to take road or delivery samples, samples of compacted material taken with the permission of the Owner will be used for QA purposes.

In the event that the Contractor is unavailable to take a sample, no further materials shall be placed in the Work until the required QA samples have been taken.

The Contractor shall provide new or clean sample bags or containers that are constructed to prevent the loss of any part of the material or contamination or damage to the contents during shipment. Metal or cardboard containers are unacceptable. QA samples shall be identified both inside and outside of the sample container. Data to be included with QA samples shall conform to the requirements of MTO Form PH-D-10 (Sample Data Sheet).

All QA samples shall have a duplicate sample taken at the same time and location as the QA sample. One of the samples shall be randomly selected for testing by the QA laboratory and the remaining sample shall be retained by the QA laboratory for possible referee testing.

OPSS 1010.08.05 Acceptance is amended by the addition of the following:

The QA laboratory shall carry out testing for each physical property requirement given in Table 1, as applicable for each QA sample.

QA for production properties shall consist of sampling and testing of lots selected from material delivered to the Work. The Engineer shall identify each lot according to the following schedule:

- i. One lot consisting of the first 5,000 tonnes of material delivered to the work.
- ii. 5,000 tonne lots selected from within the next 15,000 tonnes of delivered material.
- iii. 10,000 tonne lots thereafter.

Each lot shall be divided into four equal sublots and one QA sample shall be obtained from each subplot. Sublots from different sources or processes shall not be combined within the same lot.

Where changes in source, production or delivery may result in an incomplete lot, the Engineer shall be given prior notification in order to adjust subplot size. If no notification is given, payment adjustments or rejection shall be based on the number of sublots available for that lot. All lots shall be deemed to be complete at the end of each calendar year.

In the event of an incomplete lot and for sources supplying quantities less than 5,000 tonnes, the lot size will apply to the total quantity of material available. Should the size of the lot exceed the indicated quantities for any reason, any adjusted payment or removal shall apply to the entire quantity of the lot.

Where it is necessary to designate the quantity of material in a lot, or part of a lot for the purpose of rejection, the Contract Administrator's estimate of this quantity shall be used.

#### 1010.08.05.01 Testing of Production Properties

The QA laboratory shall conduct sieve analysis (LS-602) and determine test results for each sieve designated in Table 2. The QA laboratory shall also carry out testing for percent crushed particles (LS-607), particles with two or more crushed faces (LS-617), and amount of asphalt coated particles (LS-621) as applicable.

#### 1010.08.05.02 Acceptance of Production Properties

Test results from each subplot within a lot shall be combined to determine the mean and the range of the Lot for each test. All lot means and ranges for LS-602 and LS-607 (as applicable) will be computed to one decimal place.

A lot will be deemed to meet the applicable requirements of this specification for LS-602 and LS-607 if the mean of the lot is within the limits specified in Table 2. Where the lot does not meet the requirements of this specification, the material is rejectable.

A lot will be deemed to meet the applicable requirements of this specification for LS-617 or LS-621 if the mean value of the lot is within the limits specified in Table 2. Where the lot does not meet these requirements, the Contractor shall ensure all necessary changes required to rectify the deficiency are made. No further materials from the source will be accepted until new QC

test results demonstrate that materials conform to the requirements of Table 2 for LS-617 or LS-621 have been provided to the Engineer.

The forms contained in Appendices 1010-D and 1010-E are to be used for the recording and reporting of aggregate test results.

Table 1 of OPSS 1010 is deleted and replaced with the following Table 1.

**Table 1. Physical Property Requirements**

| Laboratory Test                                       | MTO Test Number | Granular O | Granular A | Granular B      |          | Granular M | Select Subgrade Material |
|---|-----------------|------------|------------|-----------------|----------|------------|--------------------------|
|   |                 |            |            | Type I, Type II | Type III |            |                          |
| Freeze-Thaw Loss, % Maximum                           | LS-614          | 15         | -          | -               | -        | -          | -                        |
| Determination of Permeability                         | LS-709          | (Note 1)   |            |                 |          |            |                          |
| Micro-Deval Abrasion Coarse Aggregate loss, % maximum | LS-618          | 21         | 25         | 30 (Note 2)     | 30       | 25         | 30 (Note 2)              |
| Micro-Deval Abrasion Fine Aggregate loss, % maximum   | LS-619          | 25         | 30         | 35              | 35       | 30         | -                        |
| Amount of Contamination                               | LS-630          | (Note 3)   |            |                 |          |            |                          |
| Plastic Fines   | LS-631          | NP         |            |                 |          |            |                          |

Note 1: For materials north of the French/Mattawa Rivers only, the coefficient of permeability,  $k$  shall be greater than  $1.0 \times 10^{-4}$  cm/s or alternatively, when past field experience has demonstrated satisfactory performance. Prior data demonstrating compliance with this requirement for  $k$  shall be acceptable provided that such testing has been done within 5 years of the material being used and field performance has continually been shown to be satisfactory.

Note 2: The coarse aggregate micro-Deval abrasion loss test requirement will be waived if the material has more than 80% passing the 4.75 mm sieve.

Note 3: Granular A, B Type I, B Type III, or M may contain up to 15 percent by mass crushed glass and/or ceramic material. Granular A, O, B Type I, B Type III, and M shall not contain more than 1.0 percent mass of wood, clay brick and /or gypsum and /or gypsum wall board or plaster. Granular B Type II and SSM shall not contain more than 0.1 percent mass of wood.

Table 2 of OPSS 1010 is deleted and replaced with the following Table 2.

**Table 2. Production Requirements**

| Lab Test                                     | MTO Test Number | Granular  |                              |                       |           |                       | SSM                       |          |
|--|-----------------|-----------|------------------------------|-----------------------|-----------|-----------------------|---------------------------|----------|
|  |                 | O         | A                            | B (Note 1)            |           |                       |                           | M        |
| Sieve Analysis, % passing                    | LS-602 (sieve)  |           |                              | Type I (Note 2)       | Type II   | Type III (Note 2)     |                           |          |
|  | 150 mm          | -         | -                            | 100                   | -         | 100                   | -                         | 100      |
|  | 106 mm          | -         | -                            | -                     | 100       | -                     | -                         | -        |
|  | 37.5 mm         | 100       | -                            | -                     | -         | -                     | -                         | -        |
|  | 26.5 mm         | 95.0-100  | 100                          | 50.0-100              | 50.0-100  | 50.0-100              | -                         | 50.0-100 |
|  | 19.0 mm         | 80.0-95.0 | 85.0-100 (87.0-100) Note 3   | -                     | -         | -                     | 100                       | -        |
|  | 13.2 mm         | 60.0-80.0 | 65.0-90.0 (75.0-95.0) Note 3 | -                     | -         | -                     | 75.0-95.0                 | -        |
|  | 9.5 mm          | 50.0-70.0 | 50.0-73.0 (60.0-83.0) Note 3 | -                     | -         | 32.0-100              | 55.0-80.0                 | -        |
|  | 4.75 mm         | 20.0-45.0 | 35.0-55.0 (40.0-60.0) Note 3 | 20.0-100              | 20.0-55.0 | 20.0-90.0             | 35.0-55.0                 | 20.0-100 |
|  | 1.18 mm         | 0-15.0    | 15.0-40.0                    | 10.0-100              | 10.0-40.0 | 10.0-60.0             | 15.0-40.0                 | 10.0-100 |
|  | 300 µm          | -         | 5.0-22.0                     | 2.0-65.0              | 5.0-22.0  | 2.0-35.0              | 5.0-22.0                  | 5.0-95.0 |
|  | 150 µm          | -         | -                            | -                     | -         | -                     | -                         | 2.0-65.0 |
|  | 75 µm           | 0-5.0     | 2.0-8.0 (2.0-10.0) Note 4    | 0-8.0 (0-10.0) Note 4 | 0-10.0    | 0-8.0 (0-10.0) Note 4 | 2.0-8.0 (2.0-10.0) Note 4 | 0-25.0   |
| Percent Crushed, minimum                     | LS-607          | 100       | 60                           | -                     | 100       | -                     | 60                        | -        |
| 2 or more crushed faces, minimum, %          | LS-617          | 85        | -                            | -                     | -         | -                     | -                         | -        |
| % Asphalt Coated Particles, Coarse Agg, max. | LS-621          | 0         | 30                           | 30                    | 0         | 30                    | 30                        | 0        |

Note 1: Where Granular B is used for granular backfill for pipe subdrains, 100 percent of the material shall pass the 37.5 mm sieve.

Note 2: Where RAP is blended with Granular B Type I or Type III, 100 percent of the RAP shall pass the 75 mm sieve. Conditions in Note 1 supersede this requirement.

Note 3: Where the aggregate is obtained from an iron blast furnace slag source.

Note 4: Where the aggregate is obtained from a quarry or blast furnace slag or nickel slag source.



Amendment to OPSS 314

OPSS 314, Construction Specification for Untreated Granular Subbase, Base, Shoulder, and Stockpiling is amended as follows:

Subsection 314.03 Definitions of OPSS 314 is amended by the addition of the following:

**Tolerance – Minus:** a construction working tolerance only which:

- a) Means narrower than the contract standard pertaining to horizontal dimensions as measured from centerline; and
- b) Means lower in elevation than the contract standard pertaining to vertical dimensions.

**Tolerance – Plus:** a construction working tolerance only which:

- a) Means wider than the contract standard pertaining to horizontal dimensions as measured from centerline; and
- b) Means higher in elevation than the contract standard pertaining to vertical dimensions.

Subsection 314.07.07 Stockpiling of Granular Materials of OPSS 314 is amended by the addition of the following:

The Contractor must first receive written approval from the Owner before stockpiling material at site(s) not identified in the contract documents.

Payment shall be all inclusive per compacted square meter installed at the thicknesses indicated on the contract documents.

**12. ITEM 14 SELECT SUBGRADE MATERIAL (SSM) FILL BELOW SUBBASE AND SIDE SLOPES (PLACED, GRADED, AND COMPACTED)**

This item describes fill that has been excavated from site and will be reused as fill material in areas specified on the contract drawings and shall follow the Specifications as per (OPSS.MUNI 180 and OPSS.MUNI 314 Material Specification: OPSS 1004).

The subject material shall be free of stones, boulders, and organics. Material that is identified as Select Subgrade Material (SSM) for re-use shall be stockpiled and managed by the contractor. The contractor is also responsible for tarping if required to maintain suitable moisture properties.

Stockpiled SSM material which is not usable due to excess moisture shall be replaced by the contractor at his own expense. Any removals beyond the limits indicated on the contract drawings must be approved by the Contract administrator prior to the removal.

Payment will be based on cubic meter of material placed.

**13. ITEM 15 IRON VALVE BOX ADJUSTMENTS**

Adjustments to water valve box structures shall be as per OPSS.MUNI 408.

Section 408.07.01 of OPSS 408 is amended by the addition of the following:

Adjustment rings shall be precast concrete.

Section 408.07.09.02 of OPSS 408 is amended by the addition of the following:

Exposed steel reinforcement shall be exposed via removal of concrete and cut off 50mm below the surface of concrete.

Recesses created by the removal of concrete for purposes of cutting off steel reinforcement shall be grouted with non-shrink grout.

Non-shrink grout shall be pre-approved by the Contract Administrator.

Payment shall be per existing watermain valve adjusted to final grade.

**14. ITEM 16 400mm DIA. HDPE 320KPa CULVERT INCLUDING BEDDING MATERIALS**

Culverts shall be as per OPSS.MUNI 421.

All pipe culverts are to be HDPE pipe, or pre-approved equal pipe.

Subsection 421.07.12.05 of OPSS 421 is removed and replaced by the following:

High Density Polyethylene (HDPE) Pipe are to be Boss 2000, corrugated double wall, smooth inside wall, bell and spigot pipes. Minimum pipe stiffness shall be 320Kpa.

Pipe bedding shall be granular A as per OPSD 802.010 or 802.013.

Pipe bedding and cover material to be compacted to a minimum dry density of 98% SPMDD. Natives backfill is to be compacted to a minimum of 95% SPMDD.

Cover material shall consist of Granular 'A', to a depth of at least 300mm above the pipe thoroughly rammed and compacted around and above the pipe.

The trench shall be backfilled with select native material, and shall contain no rock, stones, or boulders larger than 200mm in its greatest diameter and shall be free from all perishable or objectionable material which would prevent proper consolidation, or which might cause future settlement. The native material shall be placed in 300mm layers, mechanically compacted to a minimum 98% of the maximum density.

Payment for this item will be per linear meter of pipe installed. Pipe items shall include all labour, excavation, material including sewer pipe, bedding and backfill to install storm sewers.

**15. ITEM 17 GRAVEL SHOULDER**

This item includes all granular shoulders as indicated on Contract Drawings. Granular shoulders are to be Granular "A" material as per OPSS 314 and OPSS 1010.

Payment will be per meter squared.

**16. ITEM 18 PAVEMENT MARKING FOR TRAIL CENTERLINE (YELLOW)**

This item includes all Pavement markings related to parking stalls and shall be carried out as per OPSS.MUNI 710. Payment for this shall be per parking stall.

**17. ITEM 19 PAVEMENT MARKINGS FOR EDGE OF TRAIL (WHITE)**

This item includes all Pavement markings related to parking stalls and shall be carried out as per OPSS.MUNI 710. Payment for this shall be per parking stall.

**18. ITEM 20 TOPSOIL IMPORTED**

Topsoil shall be installed a minimum 100mm thick and shall be as per OPSS 802. There will be no compensation for placing topsoil over 100mm thick. Area of topsoil includes areas disturbed by excavation.

Disturbed grass areas due to equipment, materials, parking etc. shall be reinstated by the Contractor at no additional cost to the Owner.

All topsoil placed during the contract that becomes contaminated due to the Contractors activities shall be removed and replaced at no additional cost to the Owner.

The topsoil shall have an organic content by mass of 3-6% and must be capable of sustaining growth.

Topsoil shall be imported and not produced from stripping of the organics onsite.

Payment shall be per square meter. Item shall include all labour, excavation, and materials, including topsoil to be installed.

**19. ITEM 21 HYDROSEED**

Seed mix must be local "MTO" roadside mix proven to be suitable for the location of installation.

The contractor is responsible for providing water in an area of seed application during periods when natural precipitation is too dry to provide for normal maturing of grasses. The maximum time for this maintenance period is 2 months from application of seed, or cold temperature conditions resulting in dormant growth effects, whichever occurs first.

Payment at contract price for the above tender item shall be full compensation for all labour, equipment, and material to perform the work. Payment will be based on square metres of seed installed.

**20. ITEM 22 TRAFFIC AND PEDESTRIAN CONTROL MANAGEMENT AND SIGNAGE**

Traffic Control Signing shall be as per OPSS.MUNI 706.

**Amendment to OPSS 706, November 2010**

**706.02 REFERENCES**

Section 706.02 of OPSS 706 is amended by the addition of the following under:

**ASTM International**

D4956-01a – Standard Specification for Retroreflective Sheeting for Traffic Control

**706.03 DEFINITIONS**

**Construction Signs** means all traffic control signs, and associated devices identified in the Ontario Traffic Manual (OTM) including vehicles and sign trailers, required to support signs and equipment to supply sign lighting.

**Manual** means the “Ontario Traffic Manual, Book 7 - Temporary Conditions (Field Edition)” and “Ontario Traffic Manual, Book 7 – Temporary Conditions (Office Edition)”.

As mentioned in the General Special Provision, provision for pedestrian movement must be always maintained in all areas of the Contract. Contractor to ensure pedestrian access to all businesses and residences affect by the work.

The Contractor will be responsible to maintain an open dialogue with the local business owners and residents. The Contractor is to issue bi-weekly construction updates to all those affected by the project. The construction update is to include, at a minimum, the following information:

- Contractor business name and contact information,
- General update of project progress with anticipated project end date,
- Description of the work to be completed in the next 2-4 weeks,
- Provisions outlining how the contractor will be rerouting pedestrian and vehicular traffic affected by the work outlined above,
- Anticipated detours and road closures.

The construction updates are to be hand delivered at a minimum, to all addresses along the construction limits. The contractor is also to share an electronic copy of the update in both PDF and Microsoft Word format to the Engineer and Owner.

**21. ITEM 23 BONDING**

The Contractor shall provide Performance, Labour and Material Payment Bonds for 100% of his Tendered cost to perform this project. All costs associated with Bonding shall be included in the stipulated location in the Form of Tender.

**22. ITEM 24 MOBILIZATION / DEMOBILIZATION**

This item is to be used for mobilization and demobilization costs incurred by the Contractor during the duration of the Contract.

**23. ITEM 25 EROSION/SEDIMENT CONTROLS**

This Item includes approximately 1300m of Silt Fence and 2 Straw Bale Flow Check Dam.

Light Duty Silt Fence shall be installed as per OPSD 219.110 and OPSS.Muni 805, and Straw Bale Flow Check Dam as per OPSD 219.180 and OPSS.Muni 805.

**Amendment to OPSS 805, November 2010**

**805.07 CONSTRUCTION**

**805.07.01.06 Construction and Removal of Measures**

Clause 805.07.01.06 of OPSS.Muni 805 is deleted and replaced by the following:

Further to requirements specified in the Contract Documents, the following items shall be installed and removed according to the timing constraints set out in Table A below:

| Table A                   |                                    |                                     |  |
|---------------------------|------------------------------------|-------------------------------------|--|
| Tender Item               | Location                           | Timing Constraints                  |  |
|                           |                                    | Installation                        | Removal  |
| Light duty silt fence     | Entire contract                    | Prior to commencement of excavation | After completion of installation of permanent erosion control measures |
| Straw Bale Flow Check Dam | Storm Sewer/Surface Runoff Outlets | Prior to commencement of excavation | After completion of installation of permanent erosion control measures |

Payment shall be a lump sum, with 50% of the item paid for the installation of erosion control measures, and 50% for the removal of the erosion control measures.

All costs associated with the installation, maintenance, removal, and disposal of the erosion/sediment controls at the completion of the project shall be included in this item.

**24. ITEM 27 REMOVE, SALVAGE, AND REINSTALL OFSC TRAIL SIGNS (PROVISIONAL)**

This item is for the removal, salvaging, and re-installation of OFSC signs indicated on the contract drawings.

Payment shall be per sign removed, salvaged, and reinstalled.

**25. ITEM 29 COMPACTION TESTING (ALLOWANCE)**

This item is only to be used if directed to do so by the Engineer or owner.

This item is to cover expenses used for compaction testing by a third party to ensure granulars placed are compacted to SPMDD specified in the contract documents.

Compaction testing shall be taken as required by Consultant, Engineer or Village, to be coordinated by Contractor.

The basis of payment is at a time and material basis of third-party consultant.

**26. ITEM 30 DEWATERING (PROVISIONAL)**

Dewatering shall be as per OPSS 517.

The following are amendments and additions to the OPSS 517, November 2010 revision.

1. Design and Submission Requirements (517.04)

1.1 Design Requirements

- a) The Contractor shall retain the services of a qualified dewatering specialist to assess the dewatering requirements and to design the dewatering system. Where dewatering involves a watercourse or where there are significant dewatering requirements, a Professional Engineer licensed to practice in the Province of Ontario shall design the dewatering system.
- b) The Contractor shall be responsible for obtaining any permits required by the relevant Conservation Authority and shall provide a copy of these permits to the Contract Administrator prior to implementing and dewatering the system.

1.2 517.04.01 Submission Requirements

- a) The Contractor shall be responsible for obtaining any permits (if required) including a permit to take water and shall provide a copy of these permits to the Contract Administrator prior to implementing any dewatering system.
- b) A dewatering plan shall be submitted to the Contract Administrator for review at least two weeks prior to the commencement of dewatering operations, and shall include:
  - i. Design drawings of the proposed dewatering system(s).
  - ii. Details of the provisions to monitor settlement of adjacent structures.
  - iii. Details for methods of discharging water and prevention of erosion. The Contractor shall indicate the locations of discharge.
  - iv. Details of method(s) of controlling silt discharged by the dewatering method used.

1.3 Construction (517.07)

2. Dewatering (517.07.01)

- a) The Contractor shall be responsible for assessing dewatering requirements at the time of tendering. If a Geotechnical Report has been included with the Contract Documents, the Contractor shall be responsible for any interpretations of the report.
- b) The Contractor shall assume responsibility for choice of dewatering method.
- c) The Contractor shall take all necessary precautions to prevent uplift of any structure or pipeline, settlement of nearby buildings, or reduction in capacity of local groundwater wells.

- d) The Contractor shall protect all excavations against flooding and damage due to surface run-off.
  - e) To allow minimal disruption of access to adjacent businesses, the length of dewatering pipe installed should be limited to the amount of pipe installed during that day.
  - f) Well points shall have properly sized screens and filters, with a positive seal.
  - g) The Contractor shall not commence trench excavation until the area is satisfactorily dewatered.
  - h) The Contractor shall provide all labour, plant, and materials necessary to keep excavations stable and free of water while work is in progress.
  - i) Stand-by equipment shall be provided as necessary to ensure continued operation of the dewatering system in case of breakdown of primary system.
  - j) Engine driven pumps or generators shall be enclosed in a temporary noise insulated control building to minimize noise during non-daylight hours.
  - k) Piping and fittings shall be insulated, and shelter and heating shall be provided as necessary to maintain the dewatering system in operation.
  - l) When dewatering is discontinued, it shall be done in a manner so that disturbance of structures or pipelines is avoided.
  - m) All dewatering wells and sand point holes shall be backfilled and compacted in such a way as to avoid future settlement.
3. Control of Water (517.07.02)
- a) Provisions for the disposal of water shall be subject to Engineer's review.
  - b) To protect adjacent water bodies from disruption due to silt runoff from dewatering methods, the following methods of silt control must be used either individually or in combination to the satisfaction of the Engineer:
    - i. All outletting dewatering pipes shall have specifically designed filter socks/bags attached to collect all silt material (or other fine matter). The contractor must continuously monitor and replace the sock/bag as required.
    - ii. Specifically designed settling ponds (OPSD 219.240) to allow sufficient time for the silt particles to separate from the water prior to out letting into storm drainage system or watercourse.
    - iii. Specifically designed ponds lined with straw bale filters covered by suitable filter cloth, to collect and trap silt from dewatering operations. (OPSD 219-240)
  - c) If any silt enters the water body due to dewatering, the Contractor must adjust its methods prior to continuing with dewatering.
4. Basis of Payment

- a) No extra payment will be made for measures ordered by the Engineer to correct problems caused by inadequate dewatering.
  - b) There will be no extension of the Working Days due to unsatisfactory dewatering methods.
5. Permit to take water
- a) The Contractor is to review the provided Geotechnical reports in conjunction with their anticipated approach concerning excavation practices.
  - b) The onus of acquiring a Permit to Take Water (PTTW) from the Ministry of the Environment, Conservation and Parks (MECP) rests solely on the Contractor, should they deem it necessary with the reports and practices.
  - c) The Contractor shall be the applicant of this permit.
  - d) If a PTTW is deemed unnecessary by the Contractor and the MECP or any other regulatory agency deems that a PTTW is required, all penalties, fines and/or delay implications will be the sole responsibility of the Contractor to pay for and/or incur.
  - e) Any subsequent penalties/fines resulting from failure to acquire the PTTW (such as Liquidated Damages or failure to complete works within the allotted timeframes) will also rest solely with the Contractor. This includes restitution to all affected parties.
6. The project Geotechnical Report is provided in Appendix 1 and includes recommendations for dewatering and depth of ground water at the time the report was completed. Contractors are to familiarize themselves with the information provided within the Geotechnical Report.

END OF ITEM SPECIAL PROVISIONS



# VILLIAGE OF SOUTH RIVER

## ACCESSIBLE WALKING AND CYCLING PATH

EXP PROJECT NO. NTB-24001033-00

GENERAL CONDITIONS  
OPSS.MUNI 100 Nov 2019



**CONSULTING ENGINEER:**

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## OPSS MUNI GENERAL CONDITIONS OF CONTRACT

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## SECTION GC 1.0 - INTERPRETATION

### GC 1.01 Captions

.01 The captions appearing in these General Conditions have been inserted as a matter of convenience and for ease of reference only and in no way define, limit, or enlarge the scope or meaning of the General Conditions or any provision hereof.

### GC 1.02 Abbreviations

.01 The abbreviations on the left below are commonly found in the Contract Documents and represent the organizations and phrases listed on the right:

|          |   |  |
|----------|---|--|
| "AASHTO" | - | American Association of State Highway Transportation Officials |
| "ACI"    | - | American Concrete Institute                                    |
| "ANSI"   | - | American National Standards Institute                          |
| "ASTM"   | - | ASTM International   |
| "AWG"    | - | American Wire Gauge  |
| "AWWA"   | - | American Water Works Association                               |
| "CCIL"   | - | Canadian Council of Independent Laboratories                   |
| "CGSB"   | - | Canadian General Standards Board                               |
| "CSA"    | - | CSA Group - formerly Canadian Standards Association            |
| "CWB"    | - | Canadian Welding Bureau  |
| "GC"     | - | General Conditions   |
| "ISO"    | - | International Organization for Standardization                 |
| "MECP"   | - | Ontario Ministry of the Environment, Conservation and Parks    |
| "MTO"    | - | Ontario Ministry of Transportation                             |
| "MUTCD"  | - | Manual of Uniform Traffic Control Devices, published by MTO    |
| "OHSA"   | - | Ontario Occupational Health and Safety Act                     |
| "OLS"    | - | Ontario Land Surveyor  |
| "OPS"    | - | Ontario Provincial Standard                                    |
| "OPSD"   | - | Ontario Provincial Standard Drawing                            |
| "OPSS"   | - | Ontario Provincial Standard Specification                      |
| "OTM"    | - | Ontario Traffic Manual   |
| "PEO"    | - | Professional Engineers Ontario                                 |
| "SAE"    | - | SAE International  |
| "SCC"    | - | Standards Council of Canada                                    |
| "SSPC"   | - | The Society for Protective Coatings                            |
| "UL"     | - | Underwriters Laboratories                                      |
| "ULC"    | - | Underwriters Laboratories Canada                               |
| "WHMIS"  | - | Workplace Hazardous Materials Information System               |
| "WSIB"   | - | Workplace Safety & Insurance Board                             |

### GC 1.03 Gender and Singular References

.01 References to the masculine or singular throughout the Contract Documents shall be considered to include the feminine and the plural and vice versa, as the context requires.



## GC 1.04

## Definitions

.01 For the purposes of the Contract Documents the following definitions shall apply:

**Abnormal Weather** means an extreme climatic condition characterized by wind speed, air temperature, precipitation, or snow fall depth, that is less than or greater than 1-1/2 standard deviations from the mean determined from the weather records of the 25-year period immediately preceding the tender opening date.

**Actual Measurement** means the field measurement of that quantity within the approved limits of the Work.

**Addenda** means any additions or change in the Tender documents issued by the Owner prior to Tender closing.

**Additional Work** means work not provided for in the Contract Documents and not considered by the Contract Administrator to be essential to the satisfactory completion of the Contract within its intended scope.

**Agreement** means the agreement between the Owner and the Contractor for the performance of the Work that is included in the Contract Documents.

**Base** means a layer of Material of specified type and thickness placed immediately below the pavement, driving surface, finished grade, curb and gutter, or sidewalk.

**Business Day** means any Day except Saturdays, Sundays, and statutory holidays.

**Certificate of Subcontract Completion** means the certificate issued by the Contract Administrator in accordance with clause GC 8.02.04.02, Certification of Subcontract Completion.

**Certificate of Substantial Performance** means the certificate issued by the Contract Administrator at Substantial Performance.

**Change Directive** means any written instruction signed by the Owner, or by the Contract Administrator where so authorized, directing that a Change in the Work or Extra Work be performed.

**Change in the Work** means the deletion, extension, increase, decrease, or alteration of lines; grades; dimensions; quantities; methods; drawings; substantial changes in geotechnical, subsurface, surface, or other conditions; changes in the character of the Work to be done; or Materials of the Work or part thereof, within the intended scope of the Contract.

**Change Order** means a written amendment to the Contract signed by the Contractor and the Owner, or the Contract Administrator where so authorized, covering contingencies, a Change in the Work, Extra Work, Additional Work; and establishing the basis for payment and the time allowed for the adjustment of the Contract Time.

**Completion** means contract completion as set out in the Construction Act.

**Completion Certificate** means the certificate issued by the Contract Administrator at Completion.

**Completion Payment** means the payment described more particularly in clause GC 8.02.04.07.

**Construction Act** means as set out in the Construction Act, R.S.O. 1990, c. C.30, as amended.

**Constructor** means, for the purposes of, and within the meaning of the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended and amendments thereto, the Contractor who executes the Contract.

**Contract** means the undertaking by the Owner and the Contractor to perform their respective duties, responsibilities, and obligations as prescribed in the Contract Documents.

**Contract Administrator** means the person, partnership, or corporation designated by the Owner to be the Owner's representative for the purposes of the Contract.

**Contract Documents** mean the executed Agreement between the Owner and the Contractor, Tender, General Conditions of Contract, Supplemental General Conditions of Contract, Standard Specifications, Special Provisions, Contract Drawings, Addenda incorporated in a Contract Document before the execution of the Agreement, such other documents as may be listed in the Agreement, and subsequent amendments to the Contract Documents made pursuant to the provisions of the Agreement.

**Contract Drawings** or **Contract Plans** mean drawings or plans, any Geotechnical Report, any Subsurface Report, and any other reports and information provided by the Owner for the Work, and without limiting the generality thereof, may include soil profiles, foundation investigation reports, reinforcing steel schedules, aggregate sources list, Quantity Sheets, and cross-sections.

**Contract Time** means the time stipulated in the Contract Documents for Substantial Performance or Completion of the Work, including any extension of time made pursuant to the Contract Documents.

**Contractor** means the person, partnership, or corporation undertaking the Work as identified in the Agreement.

**Control Monument** means any horizontal or vertical (benchmark) monument that is used to lay out the Work.

**Controlling Operation** means any component of the Work that, if delayed, may delay the completion of the Work.

**Cut-Off Date** means the date up to which payment shall be made for Work performed.

**Daily Work Records** mean daily Records detailing the number and categories of workers and hours worked or on standby, types and quantities of Equipment and number of hours in use or on standby, and description and quantities of Material utilized.

**Day** means a calendar day.

**Drawings** or **Plans** mean any Contract Drawings or Contract Plans, or any Working Drawings or Working Plans, or any reproductions of drawings or plans pertaining to the Work.

**End Result Specification** means specifications that require the Contractor to be responsible for supplying a product or part of the Work. The Owner accepts or rejects the final product or applies a price adjustment that is commensurate with the degree of compliance with the specification.

**Engineer** means a professional engineer licenced by the Professional Engineers of Ontario to practice in the Province of Ontario.

**Equipment** means all machinery and equipment used for preparing, fabricating, conveying or erecting the Work and normally referred to as construction machinery and equipment.

**Estimate** means a calculation of the quantity or cost of the Work or part of it depending on the context.

**Extra Work** means work not provided for in the Contract as awarded but considered by the Contract Administrator to be essential to the satisfactory completion of the Contract within its intended scope, including unanticipated Work required to comply with legislation and regulations that affect the Work.

**Final Acceptance** means the date on which the Contract Administrator determines that the Work has passed all inspection and testing requirements and the Contract Administrator is satisfied that the Contractor has rectified all imperfect Work and has discharged all of the Contractor's obligations under the Contract Documents.

**Final Acceptance Certificate** means the certificate issued by the Contract Administrator at Final Acceptance of the Work.

**Final Detailed Statement** means a complete evaluation prepared by the Contract Administrator showing the quantities, unit prices, and final dollar amounts of all items of Work completed under the Contract, including variations in tender items and Extra Work, all as set out in the same general form as the monthly Estimates.

**Geotechnical Report** means a report or other information identifying soil, rock, and ground water conditions in the area of any proposed Work.

**Grade** means the required elevation of that part of the Work.

**Hand Tools** means tools that are commonly called tools or implements of the trade and include small power tools.

**Highway** means a common and public highway any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

**Inclement Weather** means weather conditions or conditions resulting directly from weather conditions that prevent the Contractor from proceeding with a Controlling Operation.

**Lot** means a specific quantity of Material or a specific amount of construction normally from a single source and produced by the same process.

**Lump Sum Item** means a tender item indicating a portion of the Work for which payment will be made at a single tendered price. Payment is not based on a measured quantity, although a quantity may be given in the Contract Documents.

**Major Item** means any tender item that has a value, calculated based on its actual or estimated tender quantity, whichever is the larger, multiplied by its tender unit price, which is equal to or greater than the lesser of,

- a) \$100,000, or
- b) 5% of the total tender value calculated based on the total of all the estimated tender quantities and the tender unit prices.

**Material** means Material, machinery, equipment and fixtures forming part of the Work.

**Monument** means either a Property Monument or a Control Monument.

**Owner** means the party to the Contract for whom the Work is being performed, as identified in the Agreement, and includes, with the same meaning and import, "Authority."

**Pavement** means a wearing course or courses placed on the Roadway and consisting of asphaltic concrete, hydraulic cement concrete, Portland cement concrete, or plant or road mixed mulch.

**Performance Bond** means the type of security furnished to the Owner to guarantee completion of the Work in accordance with the Contract and to the extent provided in the bond.

**Plan Quantity** means that quantity as computed from within the boundary lines of the Work as shown in the Contract Documents.

**Project** means the construction of the Work as contemplated by this Contract.

**Proper Invoice** has the meaning as set out in the Construction Act.

**Property Monument** means any property bar, concrete pillar, rock post, cut cross or other object that marks the boundary between real property ownership.

**Quality Assurance (QA)** means a system or series of activities carried out by the Owner to ensure that Work meets the specified requirements.

**Quality Control (QC)** means a system or series of activities carried out by the Contractor, Subcontractor, supplier, and manufacturer to ensure that Work meets the specified requirements.

**Quantity Sheet** means a list of the quantities of Work to be done.

**Quarried Rock** means Material removed from an open excavation made in a solid mass of rock that, prior to removal, was integral with the parent mass.

**Quarry** means a place where aggregate has been or is being removed from an open excavation made in a solid mass of igneous, sedimentary, or metamorphic rock or any combination of these that, prior to removal, was integral with the parent areas.

**Rate of Interest** means the prejudgment interest rate determined under subsection 127(2) of the *Courts of Justice Act* or, if the contract or subcontract specifies a different interest rate for the purpose, the greater of the prejudgment interest rate and the interest rate specified in the contract or subcontract.

**Records** mean any books, payrolls, accounts, or other information that relate to the Work or any Change in the Work, Extra Work, Additional Work or claims arising therefrom.

**Roadway** means that part of the Highway designed or intended for use by vehicular traffic and includes the Shoulders.

**Shoulder** means that portion of the Roadway between the edge of the travelled portion of the wearing surface and the top inside edge of the ditch or fill slope.

**Special Provisions** mean directions containing requirements specific to the Work.

**Standard Drawing or Standard Specification** means a standard practice required and stipulated by the Owner for performance of the Work.

**Statutory Holdback** means the holdbacks required under the Construction Act.

**Subbase** means a layer of Material of specified type and thickness between the Subgrade and the Base.

**Subcontractor** means a person, partnership or corporation undertaking the execution of a part of the Work by virtue of an agreement with the Contractor.

**Subgrade** means the earth or rock surface, whether in cut or fill, as prepared to support the pavement structure, consisting of Base, Subbase, and Pavement.

**Substantial Performance** has the meaning as set out in the Construction Act, R.S.O. 1990, c. C.30, as amended.

**Subsurface Report** means a report or other information identifying the location of Utilities, concealed and adjacent structures, and physical obstructions that fall within the influence of the Work.

**Superintendent** means the Contractor's authorized representative in charge of the Work and who shall be a "competent person" within the meaning of the definition contained in the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1, as amended.

**Surety** means the person, partnership or corporation, other than the Contractor, licensed in Ontario to transact business under the Insurance Act, R.S.O. 1990, c.1.8, as amended, executing a bond provided by the Contractor.

**Tender** means an offer in writing from the Contractor, submitted in the format prescribed by the Owner, to complete the Work.

**Time and Material** means costs calculated according to clause GC 8.02.05, Payment on a Time and Material Basis.

**Utility** means an aboveground or underground facility maintained by a municipality, public utility authority or regulated authority and includes services such as sanitary sewer, storm sewer, water, electric, gas, oil, steam, data transmission, telephone, and cable television.

**Warranty Period** means the applicable time period according to clause GC 7.16.02, Warranty.

**Work** means the total construction and related services required by the Contract Documents.

**Working Area** means all the lands and easements owned or acquired by the Owner for the construction of the Work.

**Working Day** means any Day,

- a) except Saturdays, Sundays and statutory holidays;
- b) except a Day as determined by the Contract Administrator, on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom, from proceeding with a Controlling Operation. For the purposes of this definition, this shall be a Day during which the Contractor cannot proceed with at least 60% of the normal labour and Equipment force effectively engaged on the Controlling Operation for at least 5 hours;
- c) except a Day on which the Contractor is prevented from proceeding with a Controlling Operation, as determined by the Contract Administrator by reason of,
  - i. any breach of the Contract by the Owner or if such prevention is due to the Owner, another contractor hired by the Owner, or an employee of any one of them, or by anyone else acting on behalf of the Owner.
  - ii. non-delivery of Owner supplied Materials.
  - iii. any cause beyond the reasonable control of the Contractor that can be substantiated by the Contractor to the satisfaction of the Contract Administrator.

**Working Drawings or Working Plans** means any Drawings or Plans prepared by the Contractor for the execution of the Work and may, without limiting the generality thereof, include formwork, falsework, and shoring plans; Roadway protection plans; shop drawings; shop plans; or erection diagrams.

**GC 1.05                      Ontario Traffic Manual**

- .01 All references in the Contract Documents to the MUTCD, including all Parts and Divisions thereof, or MTO Traffic Control Manual for Roadway Work Operations, or Traffic Control Manual for Roadway Operations Field Edition are hereby deleted and replaced by all currently available books which make up the Ontario Traffic Manual.

**GC 1.06                      Final Acceptance**

- .01 For the purposes of determining whether Final Acceptance has occurred, the Contract Administrator shall not take into account, in determining the discharge of the Contractor's obligations, any warranty obligation of the Contractor to the extent that the warranty extends beyond 12 months after Substantial Performance.

**GC 1.07                      Interpretation of Certain Words**

- .01 The words "acceptable," "approval," "authorized," "considered necessary," "directed," "required," "satisfactory," or words of like import, shall mean approval of, directed, required, considered necessary, or authorized by and acceptable or satisfactory to the Contract Administrator, unless the context clearly indicates otherwise.

## **SECTION GC 2.0 - CONTRACT DOCUMENTS**

### **GC 2.01                      Reliance on Contract Documents**

- .01 The Owner warrants that the information furnished in the Contract Documents can be relied upon with the following limitations or exceptions:
- a) Based on available information at the time of the contract, the location of all mainline underground Utilities that may affect the Work shall be shown to a tolerance of:
    - i. 1 m horizontal, and
    - ii. 0.3 m vertical
- .02 The Owner does not warrant or make any representation with respect to:
- a) interpretations of data or opinions expressed in any Subsurface Report available for the perusal of the Contractor, that are not included as part of the Contract Documents, and
  - b) other information specifically excluded from this warranty.

### **GC 2.02                      Order of Precedence**

- .01 In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order:
- a) Agreement
  - b) Addenda
  - c) Special Provisions
  - d) Contract Drawings
  - e) Standard Specifications
  - f) Standard Drawings
  - g) Tender
  - h) Supplemental General Conditions
  - i) OPSS.MUNI 100 General Conditions of Contract
  - j) Working Drawings

Later dates shall govern within each of the above categories of documents.

- .02 In the event of any conflict among or inconsistency in the information shown on Drawings, the following rules shall apply:
- a) Dimensions shown in figures on a Drawing shall govern where they differ from dimensions scaled from the same Drawing;
  - b) Drawings of larger scale shall govern over those of smaller scale;
  - c) Detailed Drawings shall govern over general Drawings; and

- d) Drawings of a later date shall govern over those of an earlier date in the same series.
- .03 In the event of any inconsistency or conflict in the contents of Standard Specifications the following descending order of precedence shall govern:
- a) Owner's Standard Specifications
  - b) Ontario Provincial Standard Specifications
  - c) Other standards referenced in OPSSs and OPSDs (e.g., CSA, CGSB, ASTM, and ANSI).
- .04 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.



## SECTION GC 3.0 - ADMINISTRATION OF THE CONTRACT

### GC 3.01 Contract Administrator's Authority

- .01 The Contract Administrator shall be the Owner's representative during construction and until the issuance of the Completion Certificate or the issuance of the Final Acceptance Certificate, whichever is later. All instructions to the Contractor, including instructions from the Owner, shall be issued by the Contract Administrator. The Contract Administrator shall have the authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- .02 All claims, disputes and other matters in question relating to the performance and the quality of the Work or the interpretation of the Contract Documents shall be referred to the Contract Administrator in writing by the Contractor.
- .03 The Contract Administrator may inspect the Work for its conformity with the Contract Documents, and to record the necessary data to establish payment quantities under the schedule of tender quantities and unit prices or to assess the value of the Work completed in the case of a lump sum price Contract.
- .04 The Contract Administrator shall provide an estimate of the amounts owing to the Contractor under the Contract as provided for in section GC 8.0, Measurement and Payment.
- .05 The Contract Administrator, to not cause delay in the schedule, shall, with reasonable promptness, review and take appropriate action upon the Contractor's submissions such as shop drawings, product data, and samples in accordance with the Contract Documents .
- .06 The Contract Administrator shall investigate all allegations of a Change in the Work made by the Contractor and issue appropriate instructions.
- .07 The Contract Administrator shall prepare Change Directives and Change Orders for the Owner's approval.
- .08 Upon written application by the Contractor, the Contract Administrator and the Contractor shall jointly conduct an inspection of the Work to establish the date of Substantial Performance of the Work or the date of Completion of the Work or both.
- .09 The Contract Administrator shall be, in the first instance, the interpreter of the Contract Documents and the judge of the performance thereunder by both parties to the Contract. Interpretations and decisions of the Contract Administrator shall be consistent with the intent of the Contract Documents and, in making these decisions, the Contract Administrator shall not show partiality to either party.
- .10 The Contract Administrator shall have the authority to reject any part of the Work or Material that does not conform to the Contract Documents.
- .11 In the event that the Contract Administrator determines that any part of the Work performed by the Contractor is defective, whether the result of poor workmanship the use of defective Material or damage through carelessness or other act or omission of the Contractor and whether or not incorporated in the Work or otherwise fails to conform to the Contract Documents, then the Contractor shall if directed by the Contract Administrator promptly, as directed by the Contract Administrator, remove the Work and replace, make good, or re-execute the Work at no additional cost to the Owner.
- .12 Any part of the Work destroyed or damaged by such removals, replacements, or re-executions shall be made good, promptly, at no additional cost to the Owner.

- .13 If, in the opinion of the Contract Administrator it is not expedient to correct defective Work or Work not performed in accordance with the Contract Documents, the Owner may deduct from monies otherwise due to the Contractor the difference in value between the Work as performed and that called for by the Contract Documents amount that will be determined in the first instance by the Contract Administrator.
- .14 Notwithstanding any inspections made by the Contract Administrator or the issuance of any certificates or the making of any payment by the Owner, the failure of the Contract Administrator to reject any defective Work or Material shall not constitute acceptance of defective Work or Material.
- .15 The Contract Administrator shall have the authority to temporarily suspend the Work for such reasonable time as may be necessary:
  - a) to facilitate the checking of any portion of the Contractor's construction layout;
  - b) to facilitate the inspection of any portion of the Work; or
  - c) for the Contractor to remedy its non-compliance with any provisions of the Contract Documents.

The Contractor shall not be entitled to any compensation for suspension of the Work in these circumstances.
- .16 The Owner has the right to terminate the Contract for wilful or persistent violation by the Contractor or its workers of any applicable laws or bylaws, including but not limited to, the Occupational Health and Safety Act legislation and regulations, Workplace Safety and Insurance Board Act, and Regulation 347 of the Environmental Protection Act.
- .17 If the Contract Administrator determines that any worker employed on the Work is incompetent, as defined by the Occupational Health and Safety Act, or is disorderly, then the Contract Administrator shall provide written notice to the Contractor and the Contractor shall immediately remove the worker from the Working Area. Such worker shall not return to the Working Area without the prior written consent of the Contract Administrator.

### **GC 3.02 Working Drawings**

- .01 The Contractor shall arrange for the preparation of clearly identified and dated Working Drawings as called for by the Contract Documents.
- .02 The Contractor, to not cause delay in the Work, shall submit Working Drawings to the Contract Administrator with reasonable promptness and in orderly sequence . If either the Contractor or the Contract Administrator so requests, they shall jointly prepare a schedule fixing the dates for submission and return of Working Drawings. Working Drawings shall be submitted in printed form. At the time of submission, the Contractor shall notify the Contract Administrator in writing of any deviations from the Contract Documents that exist in the Working Drawings.
- .03 The Contract Administrator shall review and return Working Drawings in accordance with an agreed upon schedule, or otherwise, with reasonable promptness so as not to cause delay.
- .04 The Contract Administrator's review shall be to check for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the Working Drawings or of responsibility for meeting all requirements of the Contract Documents, unless a deviation on the Working Drawings has been approved in writing by the Contract Administrator.

- .05 The Contractor shall make any changes in Working Drawings that the Contract Administrator may require to make the Working Drawings consistent with the Contract Documents and resubmit, unless otherwise directed by the Contract Administrator. When resubmitting, the Contractor shall notify the Contract Administrator in writing of any revisions other than those requested by the Contract Administrator.
- .06 Work related to the Working Drawings shall not proceed until the Working Drawings have been signed and dated by the Contract Administrator.
- .07 The Contractor shall keep one set of the reviewed Working Drawings, marked as above, at the site at all times.

**GC 3.03 Right of the Contract Administrator to Modify Methods and Equipment**

- .01 The Contractor shall, when requested in writing, make alterations in the method, Equipment, or work force at any time the Contract Administrator considers the Contractor's actions to be unsafe, or damaging to either the Work or existing facilities or the environment.
- .02 The Contractor shall, when requested in writing, alter the sequence of its operations on the Contract so as to avoid interference with work being performed by others.
- .03 Notwithstanding the foregoing, the Contractor shall ensure that all necessary safety precautions and protection are maintained throughout the Work.

**GC 3.04 Emergency Situations**

- .01 The Contract Administrator has the right to determine the existence of an emergency situation and, when such an emergency situation is deemed to exist, the Contract Administrator may instruct the Contractor to take action to remedy the situation. If the Contractor does not take timely action or, if the Contractor is not available, the Contract Administrator may direct others to remedy the situation.
- .02 If the emergency situation was the fault of the Contractor, the remedial Work shall be done at the Contractor's expense. If the emergency situation was not the fault of the Contractor, the Owner shall pay for the remedial Work.

**GC 3.05 Layout Information**

- .01 The Contract Administrator shall provide background information, including without limitation, baseline and benchmark information, to facilitate the general location, alignment, elevation and layout of the Work.
- .02 The Contract Administrator shall provide pre and post construction inventories of all Monuments, etc. that are located within the Working Area.
- .03 The Owner shall be responsible only for the correctness of the layout information provided by the Contract Administrator.

**GC 3.06 Extension of Contract Time**

- .01 An application for an extension of Contract Time shall be made in writing by the Contractor to the Contract Administrator as soon as the need for such extension becomes evident and at least 15 Days prior to the expiration of the Contract Time. The application for an extension of Contract Time shall enumerate the reasons and state the length of extension required.

- .02 Circumstances suitable for consideration of an extension of Contract Time include the following:
  - a) Delays, subsection GC 3.07.
  - b) Changes in the Work, clause GC 3.10.01.
  - c) Extra Work, clause GC 3.10.02.
  - d) Additional Work, clause GC 3.10.03.
- .03 The Contract Administrator shall, in reviewing an application for an extension to the Contract Time, consider whether the delays, Changes in the Work, Extra Work, or Additional Work involve a Controlling Operation.
- .04 The Contract Time shall be extended for such additional time as may be recommended by the Contract Administrator and deemed fair and reasonable by the Owner.
- .05 The terms and conditions of the Contract shall continue for such extension of Contract Time.

**GC 3.07                      Delays**

- .01 If the Contractor is delayed in the performance of the Work by,
  - a) war, blockades, and civil commotions;
  - b) errors in the Contract Documents;
  - c) an act or omission of the Owner or Contract Administrator, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents;
  - d) a stop work order issued by a court or public authority, provided that such order was not issued as the result of an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly;
  - e) the Contract Administrator giving notice under section GC 7.0, Suspension of Work;
  - f) Abnormal Weather; or
  - g) archaeological finds, in accordance with subsection GC 3.15, Archaeological Finds,

then the Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay, provided that in the case of an application for an extension of Contract Time due to Abnormal Weather, the Contractor shall, with the Contractor's application, submit evidence from Environment Canada in support of such application. Extension of Contract Time may be granted in accordance with subsection GC 3.06, Extension of Contract Time.
- .02 If the Work is delayed by labour disputes, strikes or lock-outs, including lock-outs decreed or recommended to its members by a recognized contractor's association, of which the Contractor is a member or to which the Contractor is otherwise bound, which are beyond the Contractor's control, then the Contract Time shall be extended in accordance with subsection GC 3.06, Extension of Contract Time.
- .03 In no case shall the extension of Contract Time be less than the time lost as the result of the event causing the delay, unless a shorter extension is agreed to by the Contractor. The Contractor shall not be entitled to payment for costs incurred as the result of such delays unless such delays are the result of actions by the Owner.

- .04 The Contractor shall not be entitled to payment for the cost of delays incurred as a result of a dispute between the Contractor and Owner. The Contractor shall execute the Work and may pursue resolution of the dispute in accordance with subsection GC 3.13, Claims, Negotiations, Mediations.

**GC 3.08 Assignment of Contract**

- .01 The Contractor shall not assign the Contract, either in whole or in part, without the prior written consent of the Owner.

**GC 3.09 Subcontracting by the Contractor**

- .01 Subject to clause GC 3.09.03, Subcontracting by the Contractor, the Contractor may subcontract any part of the Work, in accordance with the Contract Documents and any limitations specified therein.
- .02 The Contractor shall notify the Contract Administrator in writing in 10 Days prior to the start of construction of the intention to subcontract. Such notification shall identify the part of the Work, and the Subcontractor with whom it is intended.
- .03 The Contract Administrator shall, within 5 Days of receipt of such notification, accept or reject the intended Subcontractor. The rejection shall be in writing and shall include the reasons for the rejection.
- .04 The Contractor shall not, without the written consent of the Owner, change a Subcontractor who has been engaged in accordance with this subsection.
- .05 The Contractor shall preserve and protect the rights of the Owner under the Contract Documents with respect to that part of the Work to be performed under subcontract and shall,
- a) enter into agreements with the intended Subcontractors to require them to perform their Work in accordance with the Contract Documents; and
  - b) be as fully responsible to the Owner for acts and omissions of the Contractor's Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.
- .06 The Owner's consent to subcontracting by the Contractor shall not be construed to relieve the Contractor from any obligation under the Contract and shall not impose any liability upon the Owner. Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor and the Owner.

**GC 3.10 Changes**

**GC 3.10.01 Changes in the Work**

- .01 The Owner, or the Contract Administrator where so authorized, may, by order in writing, make a Change in the Work without invalidating the Contract. The Contractor shall not be required to proceed with a Change in the Work until in receipt of a Change Order or Change Directive. Upon the receipt of such Change Order or Change Directive the Contractor shall proceed with the Change in the Work.
- .02 The Contractor may apply for an extension of Contract Time according to the terms of clause GC 3.06, Extension of Contract Time.

- .03 If the Change in the Work relates solely to quantities, payment for that part of the Work shall be made according to the conditions specified in clause GC 8.01.02, Variations in Tender Quantities. If the Change in the Work does not solely relate to quantities, then either the Owner or the Contractor may initiate negotiations upwards or downwards for the adjustment of the Contract price in respect of the Change in the Work pursuant to subsection GC 3.13, Claims, Negotiations, Mediation or payment may be made according to the conditions contained in clause GC 8.02.05, Payment on a Time and Material Basis.

**GC 3.10.02                    Extra Work**

- .01 The Owner, or Contract Administrator where so authorized, may instruct the Contractor to perform Extra Work without invalidating the Contract. The Contractor shall not be required to proceed with the Extra Work until in receipt of a Change Order or Change Directive. Upon receipt of such Change Order or Change Directive the Contractor shall proceed with the Extra Work.
- .02 The Contractor may apply for an extension of Contract Time according to the terms of clause GC 3.06, Extension of Contract Time.
- .03 Either the Owner or Contractor may initiate negotiations upwards or downwards for the payment for the Extra Work pursuant to subsection GC 3.13, Claims, Negotiations, Mediation, or payment may be made according to the conditions contained in clause GC 8.02.05, Payment on a Time and Material Basis.

**GC 3.10.03                    Additional Work**

- .01 The Owner, or Contract Administrator where so authorized, may request the Contractor to perform Additional Work without invalidating the Contract. If the Contractor agrees to perform Additional Work, the Contractor shall proceed with such Additional Work upon receipt of a Change Order.
- .02 The Contractor may apply for an extension of Contract Time according to the terms of subsection GC 3.06, Extension of Contract Time.
- .03 Payment for the Additional Work may be negotiated pursuant to subsection GC 3.13, Claims, Negotiations, Mediation, or payment may be made according to the conditions contained in clause GC 8.02.05, Payment on a Time and Material Basis.

**GC 3.11                        Notices**

- .01 Any notice permitted or required to be given to the Contract Administrator or the Superintendent in respect of the Work shall be deemed to have been given to and received by the addressee on the date of delivery if delivered by hand, email, or by facsimile transmission and on the fifth Day after the date of mailing, if sent by mail.
- .02 The Contractor and the Owner shall provide each other with the mail and email addresses; cell phone, and telephone numbers for the Contract Administrator and the Superintendent at the commencement of the Work, and update as necessary.
- .03 In the event of an emergency situation or other urgent matter the Contract Administrator or the Superintendent may give a verbal notice, provided that such notice is confirmed in writing within 2 Days.
- .04 Any notice permitted or required to be given to the Owner or the Contractor shall be given in accordance with the notice provision of the Contract.

**GC 3.12 Use and Occupancy of the Work Prior to Substantial Performance**

- .01 Where it is not contemplated elsewhere in the Contract Documents, the Owner may use or occupy the Work or any part thereof prior to Substantial Performance, provided that at least 30 Days written notice has been given to the Contractor.
- .02 The use or occupancy of the Work or any part thereof by the Owner prior to Substantial Performance shall not constitute an acceptance of the Work or parts so occupied. In addition, the use or occupancy of the Work shall not relieve the Contractor or the Contractor's Surety from any liability that has arisen, or may arise, from the performance of the Work in accordance with the Contract Documents. The Owner shall be responsible for any damage that occurs because of the Owner's use or occupancy. Such use or occupancy of any part of the Work by the Owner does not waive the Owner's right to charge the Contractor liquidated damages in accordance with the terms of the Contract.

**GC 3.13 Claims, Negotiations, Mediation**

**GC 3.13.01 Continuance of the Work**

- .01 Unless the Contract has been terminated or completed, the Contractor shall in every case, after serving or receiving any notification of a claim or dispute, verbal or written, continue to proceed with the Work with due diligence and expedition. It is understood by the parties that such action shall not jeopardize any claim it may have.

**GC 3.13.02 Record Keeping**

- .01 Immediately upon commencing Work that may result in a claim, the Contractor shall keep Daily Work Records during the course of the Work, sufficient to substantiate the Contractor's claim, and the Contract Administrator shall keep Daily Work Records to be used in assessing the Contractor's claim, all in accordance with clause GC 8.02.07, Records.
- .02 The Contractor and the Contract Administrator shall attempt to reconcile their respective Daily Work Records on a daily basis, to simplify review of the claim, when submitted. If the Contractor and the Contract Administrator fail to reconcile their respective Daily Work Records, then the Contractor shall submit its Daily Work Records as part of its claim, whereby the resolution of the dispute about the Daily Work Records shall not be resolved until there is a resolution of the claim.
- .03 The keeping of Daily Work Records by the Contract Administrator or the reconciling of such Daily Work Records with those of the Contractor shall not be construed to be acceptance of the claim.

**GC 3.13.03 Claims Procedure**

- .01 The Contractor shall give verbal notice of any situation that may lead to a claim for additional payment immediately upon becoming aware of the situation.
- .02 The Contractor shall provide written notice within 7 Days of the commencement of any part of the Work that may be affected by the situation.
- .03 The Contractor shall submit detailed claims as soon as reasonably possible and in any event no later than 30 Days or such time as mutually agreed after completion of the Work affected by the situation. The detailed claim shall:
  - a) identify the item or items in respect of which the claim arises;
  - b) state the grounds, contractual or otherwise, upon which the claim is made; and

- c) include the Records maintained by the Contractor supporting such claim.
- .04 Within 30 Days of the receipt of the Contractor's detailed claim, the Contract Administrator may request the Contractor to submit any further and other particulars as the Contract Administrator considers necessary to assess the claim. The Contractor shall submit the requested information within 30 Days of receipt of such request.
- .05 Within 90 Days of receipt of the detailed claim, the Contract Administrator shall advise the Contractor, in writing, of the Contract Administrator's opinion regarding the validity of the claim.

**GC 3.13.04                      Negotiations**

- .01 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, open and timely disclosure of relevant facts, information, and documents to facilitate these negotiations.
- .02 Should the Contractor disagree with the opinion given in clause GC 3.13.03.05, with respect to any part of the claim, the Contract Administrator shall enter into negotiations with the Contractor to resolve the matters in dispute. Where a negotiated settlement cannot be reached and it is agreed that payment cannot be made on a Time and Material basis in accordance with clause GC 8.02.05, Payment on a Time and Material Basis, the parties shall proceed in accordance with clause GC 3.13.05, Mediation, or subsection GC 3.14, Arbitration.
- .03 Prior to the expiry of 30 Business Days from the date of receipt of the Contractors claim, the Contract Administrator shall provide a written response to the Contractor stating the Contract Administrator's final price for the Change Order and an explanation of the rationale and basis of the Contract Administrator's position which shall be deemed to be the initial site response.

**GC 3.13.05                      Mediation**

- .01 If a claim is not resolved satisfactorily through the negotiation stage noted in clause GC 3.13.04, Negotiations, within a period of 30 Days following the opinion given in clause GC 3.13.03.05, and the Contractor wishes to pursue the issue further, the parties may, upon mutual agreement, utilize the services of an independent third-party mediator.
- .02 The mediator shall be mutually agreed upon by the Owner and Contractor.
- .03 The mediator shall be knowledgeable regarding the area of the disputed issue. The mediator shall meet with the parties together or separately, as necessary, to review all aspects of the issue. In a final attempt to assist the parties in resolving the issue themselves prior to proceeding to arbitration the mediator shall provide, without prejudice, a non-binding recommendation for settlement.
- .04 The review by the mediator shall be completed within 90 Days following the opinion given in clause GC 3.13.03.05.
- .05 Each party is responsible for its own costs related to the use of the mediation process. The cost of the third-party mediator shall be equally shared by the Owner and Contractor.

**GC 3.13.06                      Payment**

- .01 Payment of the claim shall be made no later than 28 Days after the date of resolution of the claim or dispute. Such payment shall be made according to the terms of section GC 8.0, Measurement and Payment.



**GC 3.13.07 Rights of Both Parties**

- .01 It is agreed that no action taken under subsection GC 3.13, Claims, Negotiations, Mediation, by either party shall be construed as a renunciation or waiver of any of the rights or recourse available to the parties, provided that the requirements set out in this subsection are fulfilled.
- .02 It is further agreed that the parties may at any time resort to the adjudication procedure contained in the Construction Act.

**GC 3.14 Arbitration**

**GC 3.14.01 Conditions of Arbitration**

- .01 If a claim is not resolved satisfactorily through the negotiation stage noted in clause GC 3.13.04, Negotiations, or the mediation stage noted in clause GC 3.13.05, Mediation, either party may invoke the provisions of subsection GC 3.14, Arbitration, by giving written notice to the other party.
- .02 Notification that arbitration shall be implemented to resolve the issue shall be communicated in writing as soon as possible and no later than 60 Days following the opinion given in clause GC 3.13.03.05. Where the use of a third-party mediator was implemented, notification shall be within 120 Days of the opinion given in clause GC 3.13.03.05.
- .03 The parties shall be bound by the decision of the arbitrator.
- .04 The rules and procedures of the Arbitration Act, 1991, S.O. 1991, c.17, as amended, shall apply to any arbitration conducted hereunder except to the extent that they are modified by the express provisions of subsection GC 3.14, Arbitration.

**GC 3.14.02 Arbitration Procedure**

- .01 The following provisions are to be included in the agreement to arbitrate and are subject only to such right of appeal as exist where the arbitrator has exceeded his or her jurisdiction or have otherwise disqualified him or herself:
  - a) All existing actions in respect of the matters under arbitration shall be stayed pending arbitration;
  - b) All outstanding claims and matters to be settled are to be set out in a schedule to the agreement. Only such claims and matters as are in the schedule shall be arbitrated; and
  - c) Before proceeding with the arbitration, the Contractor shall confirm that all matters in dispute are set out in the schedule.

**GC 3.14.03 Appointment of Arbitrator**

- .01 The arbitrator shall be mutually agreed upon by the Owner and Contractor to adjudicate the dispute.
- .02 Where the Owner and Contractor cannot agree on a sole arbitrator within 30 Days of the notification of arbitration noted in clause GC 3.14.01.02, the Owner and the Contractor shall each choose an appointee within 37 Days of the notice of arbitration.
- .03 The appointees shall mutually agree upon an arbitrator to adjudicate the dispute within 15 Days after the last appointee was chosen or they shall refer the matter to the ADR Institute of Ontario (ADRIO), which may select an arbitrator to adjudicate the dispute within 7 Days of being requested to do so.
- .04 The arbitrator shall not be interested financially in the Contract nor in either party's business and shall not be employed by either party.

- .05 The arbitrator may appoint independent experts and any other persons to assist him or her.
- .06 The arbitrator is not bound by the rules of evidence that govern the trial of cases in court but may hear and consider any evidence that the arbitrator considers relevant.
- .07 The hearing shall commence within 90 Days of the appointment of the arbitrator.

**GC 3.14.04                      Costs**

- .01 The arbitrator's fee shall be equally shared by the Owner and the Contractor.
- .02 The fees of any independent experts and any other persons appointed to assist the arbitrator shall be shared equally by the Owner and the Contractor.
- .03 The arbitration hearing shall be held in a place mutually agreed upon by both parties or in the event the parties do not agree, a site shall be chosen by the arbitrator. The cost of obtaining appropriate facilities shall be shared equally by the Owner and the Contractor.
- .04 The arbitrator may, in his or her discretion, award reasonable costs, related to the arbitration.

**GC 3.14.05                      The Decision**

- .01 The reasoned decision shall be made in writing within 90 Days of the conclusion of the hearing. An extension of time to make a decision may be granted with consent of both parties. Payment shall be made in accordance with clause GC 3.13.06, Payment.

**GC 3.15                              Archaeological Finds**

- .01 If the Contractor's operations expose any items that may indicate an archaeological find, such as but not limited to building remains, hardware, accumulations of bones, pottery, or arrowheads, the Contractor shall immediately notify the Contract Administrator and suspend operations within the area identified by the Contract Administrator. Notification may be verbal provided that such notice is confirmed in writing within 2 Days. Work shall remain suspended within that area until otherwise directed by the Contract Administrator in writing, in accordance with subsection GC 7.09, Suspension of Work.
- .02 Any delay in the completion of the Contract that is caused by such a suspension of Work shall be considered to be beyond the Contractor's control in accordance with clause GC 3.07.01.
- .03 Any Work directed or authorized in connection with an archaeological find shall be considered as Extra Work in accordance with clause GC 3.10.02, Extra Work.
- .04 The Contractor shall take all reasonable action to minimize additional costs that may accrue as a result of any work stoppage.

## **SECTION GC 4.0 - OWNER'S RESPONSIBILITIES AND RIGHTS**

### **GC 4.01 Working Area**

.01 The Owner shall acquire all property rights that are deemed necessary by the Owner for the construction of the Work, including temporary working easements, and shall indicate the full extent of the Working Area on the Contract Drawings.

### **GC 4.02 Approvals and Permits**

.01 The Owner shall pay for all plumbing and building permits.

.02 The Owner shall obtain and pay for all permits, licences, and certificates solely required for the design of the Work.

### **GC 4.03 Management and Disposition of Materials**

.01 The Owner shall identify in the Contract Documents the Materials to be moved within or removed from the Working Area and any characteristics of those Materials that necessitates special Materials management and disposition.

.02 In accordance with regulations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended, the Owner advises that,

- a) the designated substances silica, lead, and arsenic are generally present throughout the Working Area occurring naturally or as a result of vehicle emissions;
- b) the designated substance asbestos may be present in cement products, asphalt, and conduits for Utilities;
- c) the following hazardous materials are ordinarily present in construction activities: limestone, gypsum, marble, mica, and Portland cement; and
- d) exposure to these substances may occur as a result of activities by the Contractor such as sweeping, grinding, crushing, drilling, blasting, cutting, and abrasive blasting.

.03 The Owner shall identify in the Contract Documents any designated substances or hazardous materials other than those identified above and their location in the Working Area.

.04 If the Owner or Contractor discovers or is advised of the presence of designated substances or hazardous Materials that are in addition to those listed in clause GC 4.03.02, or not clearly identified in the Contract Documents according to clause GC 4.03.03, then verbal notice shall be provided to the other party immediately with written confirmation within 2 Days. The Contractor shall stop Work in the area immediately and shall determine the necessary steps required to complete the Work in accordance with applicable legislation and regulations.

.05 The Owner shall be responsible for any reasonable additional costs of removing, managing and disposing of any Material not identified in the Contract Documents, or where conditions exist that could not have been reasonably foreseen at the time of tendering. All work under this paragraph shall be deemed to be Extra Work.

- .06 Prior to commencement of the Work, the Owner shall provide to the Contractor a list of those products controlled under the Workplace Hazardous Materials Information System (WHMIS), that the Owner may supply or use on the Contract, together with copies of the Safety Data Sheets for these products. All containers used in the application of products controlled under WHMIS shall be labelled. The Owner shall notify the Contractor in writing of changes to the list and provide relevant Safety Data Sheets.
- .07 Unless expressly permitted in the Contract Documents, the Contractor shall not bring onto the Work Area any designated substance or hazardous Material per OHSA without the prior written authorization of the Contract Administrator.
- .08 The Contractor shall use all reasonable care to avoid spilling or disturbing any designated substances or hazardous Material per OHSA.

#### **GC 4.04 Construction Affecting Railway Property**

- .01 The Owner shall pay the costs of all flagging and other traffic control measures required and provided by the railway company unless such costs are solely a function of the Contractor's chosen method of completing the Work.
- .02 Every precaution shall be taken by the Contractor to protect all railway property at track crossings; or otherwise, on which construction operations are to take place in accordance with the terms of this Contract.
- .03 The Contractor shall be required to conduct the construction operations in such a manner as to avoid a possibility of damaging any railway property in the vicinity of the Works. Every reasonable precaution shall be taken by the Contractor to ensure the safety of the workers, Subcontractors, and Equipment, as well as railway property throughout the duration of the Contract.

#### **GC 4.05 Default by the Contractor**

- .01 If the Contractor fails to commence the Work within 14 Days of a formal order to commence Work signed by the Contract Administrator or, upon commencement of the Work, should neglect to prosecute the Work properly or otherwise fails to comply with the requirements of the Contract and, if the Contract Administrator 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, notify the Contractor 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.
- .02 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, by giving the Contractor or receiver or trustee in bankruptcy notice in writing, terminate the Contract.

#### **GC 4.06 Contractor's Right to Correct a Default**

- .01 The Contractor shall have the right within the 5 Working Days following the receipt of a notice of default to correct the default and provide the Owner with satisfactory proof that appropriate corrective measures have been taken.
- .02 If the Owner determines that the correction of the default cannot be completed within the 5 Working Days following receipt of the notice, the Contractor shall not be in default if the Contractor,
  - a) commences the correction of the default within the 5 Working Days following receipt of the notice;

- b) provides the Owner with a schedule acceptable to the Owner for the progress of such correction; and
- c) completes the correction in accordance with such schedule.

**GC 4.07                      Owner's Right to Correct Default**

.01 If the Contractor fails to correct the default within the time specified in subsection GC 4.06, Contractor's Right to Correct a Default, or subsequently agreed upon, the Owner, without prejudice to any other right or remedy the Owner may have, may correct such default and deduct the cost thereof, as certified by the Contract Administrator, from any payment then or thereafter due to the Contractor.

**GC 4.08                      Termination of Contractor's Right to Continue the Work**

.01 Where the Contractor fails to correct a default within the time specified in subsection GC 4.06, Contractor's Right to Correct a Default, or subsequently agreed upon, the Owner, without prejudice to any other right or remedy the Owner may have, may terminate the Contractor's right to continue the Work in whole or in part by giving written notice to the Contractor.

.02 If the Owner terminates the Contractor's right to continue with the Work in whole or in part, the Owner shall be entitled to,

- a) take possession of the Working Area or that portion of the Working Area devoted to that part of the Work terminated;
- b) utilize any Material within the Working Area;
- d) withhold further payments to the Contractor with respect to the Work or the portion of the Work withdrawn from the Contractor until the Work or portion thereof withdrawn is completed;
- d) charge the Contractor the additional cost over the Contract price of completing the Work or portion thereof withdrawn from the Contractor, as certified by the Contract Administrator and any additional compensation paid to the Contract Administrator for such additional service arising from the correction of the default;
- e) charge the Contractor a reasonable allowance, as determined by the Contract Administrator, to cover correction to the Work performed by the Contractor that may be required under subsection GC 7.16, Warranty;
- f) charge the Contractor for any damages the Owner sustained as a result of the default; and
- g) charge the Contractor the amount by which the cost of corrections to the Work under subsection GC 7.16, Warranty, exceeds the allowance provided for such corrections.

**GC 4.09                      Final Payment to Contractor**

.01 If the Owner's cost to correct and complete the Work in whole or in part is less than the amount withheld from the Contractor under subsection GC 4.08, Termination of Contractor's Right to Continue the Work, the Owner shall pay the balance to the Contractor as soon as the final accounting for the Contract is complete.

**GC 4.10 Termination of the Contract**

- .01 Where the Contractor is in default of the Contract the Owner shall, without prejudice to any other right or remedy the Owner may have, terminate the Contract by giving written notice of termination to the Contractor, the Surety, and any trustee or receiver acting on behalf of the Contractor's estate or creditors.
- .02 If the Owner elects to terminate the Contract, the Owner shall provide the Contractor and the trustee or receiver with a complete accounting to the date of termination.

**GC 4.11 Continuation of Contractor's Obligations**

- .01 The Contractor's obligation under the Contract as to quality, correction, and warranty of the Work performed prior to the time of termination of the Contract or termination of the Contractor's right to continue with the Work in whole or in part shall continue to be in force after such termination.

**GC 4.12 Use of Performance Bond**

- .01 If the Contractor is in default of the Contract and the Contractor has provided a Performance Bond, the provisions of section GC 4.0, Owner's Responsibilities and Rights, shall be exercised in accordance with the conditions of the Performance Bond.

**GC 4.13 Payment Adjustment**

- .01 If any situation should occur in the performance of the Work that would result in a Change in the Work, the Owner shall be entitled to an adjustment and those adjustments shall be managed in accordance with clause GC 3.10.01, Changes in the Work.

## **SECTION GC 5.0 - MATERIAL**

### **GC 5.01                      Supply of Material**

- .01 All Material necessary for the proper completion of the Work, except that listed as being supplied by the Owner, shall be supplied by the Contractor. The Contract price for the appropriate tender items shall be deemed to include full compensation for the supply and delivery of such Material.

### **GC 5.02                      Quality of Material**

- .01 All Material supplied by the Contractor shall be new, unless otherwise specified in the Contract Documents.
- .02 Material supplied by the Contractor shall conform to the requirements of the Contract.
- .03 As specified in the Contract Documents or as requested by the Contract Administrator, the Contractor shall make available, for inspection or testing, a sample of any Material to be supplied by the Contractor.
- .04 The Contractor shall obtain for the Contract Administrator the right to enter onto the premises of the Material manufacturer or supplier to carry out such inspection, sampling, and testing as specified in the Contract Documents or as requested by the Contract Administrator.
- .05 The Contractor shall notify the Contract Administrator of the sources of supply sufficiently in advance of the Material shipping dates to enable the Contract Administrator to perform the required inspection, sampling, and testing.
- .06 The Owner shall not be responsible for any delays to the Contractor's operations where the Contractor fails to give sufficient advance notice to the Contract Administrator to enable the Contract Administrator to carry out the required inspection, sampling, and testing before the scheduled shipping date.
- .07 The Contractor shall not change the source of supply of any Material without the written authorization of the Contract Administrator.
- .08 Material that is not specified shall be of a quality best suited to the purpose required, and the use of such Material shall be subject to the approval of the Contract Administrator.
- .09 All Material inspection, sampling, and testing shall be carried out on random basis in accordance with the standard inspection or testing methods required for the Material. Any approval given by the Contract Administrator for the Materials to be used in the Work based upon the random method shall not relieve the Contractor from the responsibility of incorporating Material that conforms to the Contract Documents into the Work or properly performing the Contract and of any liability arising from the failure to properly perform as specified in the Contract Documents.

### **GC 5.03                      Rejected Material**

- .01 Rejected Material shall be removed from the Working Area expeditiously after the notification to that effect from the Contract Administrator. Where the Contractor fails to comply with such notice, the Contract Administrator may cause the rejected Material to be removed from the Working Area and disposed of, in what the Contract Administrator considers to be the most appropriate manner, and the Contractor shall pay the costs of disposal and the appropriate overhead charges.

**GC 5.04 Substitutions**

- .01 Where the Contract Documents require the Contractor to supply a Material designated by a trade or other name, the Tender shall be based only upon supply of the Material so designated, that shall be regarded as the standard of quality required by the Contract Documents. After the acceptance of the Tender, the Contractor may apply to the Contract Administrator to substitute another Material identified by a different trade or other name for the Material designated as aforesaid. The application shall be in writing and shall state the price for the proposed substitute Material designated as aforesaid, and such other information as the Contract Administrator may require.
- .02 Rulings on a proposed substitution shall not be made prior to the acceptance of the Tender. Substitutions shall not be made without the prior approval of the Contract Administrator. The approval or rejection of a proposed substitution shall be at the discretion of the Contract Administrator.
- .03 If the proposed substitution is approved by the Contract Administrator, the Contractor shall be entitled to the first \$1,000 of the aggregate saving in cost by reason of such substitution and to 50% of any additional saving in cost in excess of such \$1,000. Each such approval shall be conveyed to the Contractor in writing or by issuance of a Certificate of Equality on the Owner's standard form of "Certification of Equality" and, if any adjustment to the Contract price is made by reason of such substitution, a Change Order shall be issued as well.

**GC 5.05 Owner Supplied Material**

**GC 5.05.01 Ordering of Excess Material**

- .01 Where Material is supplied by the Owner and where this Material is ordered by the Contractor in excess of the amount specified to complete the Work, such excess Material shall become the property of the Contractor on completion of the Work and shall be charged to the Contractor at cost plus applicable overheads.

**GC 5.05.02 Care of Material**

- .01 The Contractor shall, in advance of receipt of shipments of Material supplied by the Owner, provide adequate and proper storage facilities acceptable to the Contract Administrator, and on the receipt of such Material shall promptly place it in storage, except where it is to be incorporated forthwith into the Work.
- .02 The Contractor shall be responsible for acceptance of Material supplied by the Owner, at the specified delivery point and for its safe handling and storage. If such Material is damaged while under the control of the Contractor, it shall be replaced or repaired by the Contractor at no expense to the Owner, and to the satisfaction of the Contract Administrator. If such Material is rejected by the Contract Administrator for reasons that are not the fault of the Contractor, it shall remain in the care and at the risk of the Contractor until its disposition has been determined by the Contract Administrator.
- .03 Where Material supplied by the Owner arrives at the delivery point in a damaged condition or where there are discrepancies between the quantities received and the quantities shown on the bills of lading, the Contractor shall immediately report such damage or discrepancies to the Contract Administrator who shall arrange for an immediate inspection of the shipment and provide the Contractor with a written release from responsibility for such damage or deficiencies. Where damage or deficiencies are not so reported, it shall be assumed that the shipment arrived in good condition and order, and any damage or deficiencies reported thereafter shall be made good by the Contractor at no extra cost to the Owner.



- .04 The full amount of Material supplied by the Owner in each shipment shall be accounted for by the Contractor and such Material shall be at the risk of the Contractor after taking delivery. Such Material shall not, except with the written permission of the Contract Administrator, be used by the Contractor for purposes other than the performance of the Work under the Contract.
- .05 Empty reels, crates, containers, and other type of packaging from Material supplied by the Owner shall become the property of the Contractor when they are no longer required for their original purpose and shall be disposed of by the Contractor at the Contractor's expense unless otherwise specified in the Contract Documents.
- .06 Immediately upon receipt of each shipment, the Contractor shall provide the Contract Administrator copies of bills of lading, or such other documentation the Contract Administrator may require to substantiate and reconcile the quantities of Material received.
- .07 Where Material supplied by the Owner is ordered and stockpiled prior to the award of the Contract, the Contractor shall, at no extra cost to the Owner, immediately upon commencement of operations, check the Material, report any damage or deficiencies to the Contract Administrator and take charge of the Material at the stockpile site. Where damage or deficiencies are not so recorded by the Contractor, it shall be assumed that the stockpile was in good condition and order when the Contractor took charge of it, and any damage or deficiencies reported thereafter shall be made good by the Contractor at no extra cost to the Owner.

## **SECTION GC 6.0 - INSURANCE, PROTECTION AND DAMAGE**

### **GC 6.01                      Protection of Work, Persons and Property**

- .01 The Contractor, the Contractor's agents, and all workers employed by or under the control of the Contractor, including Subcontractors, shall protect the Work, persons, and property from damage or injury. The Contractor shall be responsible for all losses and damage that may arise as the result of the Contractor's operations under the Contract, unless indicated to the contrary below.
- .02 The Contractor is responsible for the full cost of any necessary temporary protective Work and the restoration of all damage where the Contractor damages the Work or property in the performance of the Contract. If the Contractor is not responsible for the damage that occurs to the Work or property, the Contractor shall restore such damage, and such Work and payment shall be administered according to these General Conditions.
- .03 The Contractor shall immediately inform the Contract Administrator of all damage and injuries that occur during the term of the Contract. The Contractor shall then investigate and report back to the Contract Administrator within 15 Days of occurrence of incident, or as soon as possible. The Contract Administrator may conduct its own investigation and the Contractor shall provide all assistance to the Contract Administrator as may be necessary for that purpose.
- .04 The Contractor shall not be responsible for loss and damage that occurs as a result of,
  - a) war;
  - b) blockades and civil commotions;
  - c) errors in the Contract Documents; or
  - d) acts or omissions of the Owner, the Contract Administrator, their agents and employees, or others not under the control of the Contractor, but within the Working Area with the Owner's permission.
- .05 The Contractor and the Contractor's Surety shall not be released from any term or provision of any responsibility, obligation, or liability under the Contract or waive or impair any of the rights of the Owner, except by a release duly executed by the Owner.

### **GC 6.02                      Indemnification**

- .01 The Contractor shall indemnify and hold harmless the Owner and the Contract Administrator, their elected officials, agents, officers, and employees from and against all claims, demands, losses, expenses, costs, damages, actions, suits, or proceedings by third parties, hereinafter called "claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the Work, provided such claims are,
  - a) attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property;
  - b) caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable; and
  - c) made 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 or, where so specified in the Contract Documents, from the date of certification of Final Acceptance.

- .02 The Contractor shall indemnify and hold harmless the Owner from all and every claim for damages, royalties or fees for the infringement of any patented invention or copyright occasioned by the Contractor in connection with the Work performed or Material furnished by the Contractor under the Contract.
- .03 The Owner expressly waives the right to indemnity for claims other than those stated in clauses GC 6.02.01 and GC 6.02.02.
- .04 The Owner shall indemnify and hold harmless the Contractor, their elected officials, agents, officers, and employees from and against all claims, demands, losses, expenses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract that are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Working Area.
- .05 The Contractor expressly waives the right to indemnity for claims other than those stated in clause GC 6.02.04.

**GC 6.03 Contractor's Insurance**

**GC 6.03.01 General**

- .01 Without restricting the generality of subsection GC 6.02, Indemnification, the Contractor shall provide, maintain, and pay for the insurance coverages listed under clauses GC 6.03.02 and GC 6.03.03. Insurance coverage in clauses GC 6.03.04, GC 6.03.05, and GC 6.03.06 shall only apply when so specified in the Contract Documents.
- .02 The Contractor shall provide the Contract Administrator with an original Certificate of Insurance for each type of insurance coverage that is required by the Contract Documents. The Contractor shall ensure that the Contract Administrator is, at all times in receipt of a valid Certificate of Insurance for each type of insurance coverage, in such amounts as specified in the Contract Documents. The Contractor will not be permitted to commence Work until the Contract Administrator is in receipt of such proof of insurance. The Contract Administrator may withhold payments of monies due to the Contractor until the Contractor has provided the Contract Administrator with original valid Certificates of Insurance as required by the provisions of the Contract Documents.

**GC 6.03.02 Commercial General Liability Insurance**

- .01 Commercial General Liability Insurance shall be in the name of the Contractor, with the Owner and the Contract Administrator named as additional insureds, with limits of not less than five million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof. The insurance shall be provided in a form acceptable to the Owner.
- .02 Approval of this insurance shall be conditional upon the Contractor obtaining the services of an insurer licensed to underwrite insurance in the Province of Ontario and obtaining the insurer's certificate of equivalency to the required insurance.
- .03 The Contractor shall submit annually to the Owner, proof of continuation of the completed operations coverage and, if the Contractor fails to do so, the limitation period for claiming indemnity described in clause GC 6.02.01 c), shall not be binding on the Owner.
- .04 Should the Contractor decide not to employ Subcontractors for operations requiring the use of explosives for blasting, pile driving or caisson work, removal or weakening of support of property building or land, the Commercial General Liability Insurance shall include the appropriate endorsements.
- .05 The policies shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, termination, or material change.

.06 "Claims Made" insurance policies shall not be permitted.

**GC 6.03.03                    Automobile Liability Insurance**

.01 Automobile liability insurance in respect of licensed vehicles shall have limits of not less than five million dollars inclusive per occurrence for bodily injury, death and damage to property, in the following forms endorsed to provide the Owner with not less than 30 Days written notice in advance of any cancellation, termination, or material change.

- a) standard non-owned automobile policy including standard contractual liability endorsement, and
- b) standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by the Contractor.

**GC 6.03.04                    Aircraft and Watercraft Liability Insurance**

**GC 6.03.04.01                Aircraft Liability Insurance**

.01 Aircraft liability insurance with respect to owned or non-owned aircraft used directly or indirectly in the performance of the Work, including use of additional premises, shall be subject to limits of not less than five million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, and limits of not less than five million dollars for aircraft passenger hazard. Such insurance shall be in a form acceptable to the Owner. The policies shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, change, or amendment restricting coverage.

**GC 6.03.04.02                Watercraft Liability Insurance**

.01 Watercraft liability insurance with respect to owned or non-owned watercraft used directly or indirectly in the performance of the Work, including use of additional premises, shall be subject to limits of not less than five million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof. Such insurance shall be in a form acceptable to the Owner. The policies shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, change, or amendment restricting coverage.

**GC 6.03.05                    Property and Boiler Insurance**

**GC 6.03.05.01                Property Insurance**

.01 All risks property insurance shall be in the name of the Contractor, with the Owner and the Contract Administrator named as additional insureds, insuring not less than the sum of the amount of the Contract price and the full value, as may be stated in the Contract Documents, of Material that is specified to be provided by the Owner for incorporation into the Work.

**GC 6.03.05.02                Boiler Insurance**

.01 Boiler insurance insuring the interests of the Contractor, the Owner and the Contract Administrator for not less than the replacement value of boilers and pressure vessels forming part of the Work, shall be in a form acceptable to the Owner.

**GC 6.03.05.03                Use and Occupancy of the Work Prior to Completion**

.01 Should the Owner wish to use or occupy part or all of the Work prior to Substantial Performance, the Owner shall give 30 Days written notice to the Contractor of the intended purpose and extent of such use or occupancy. Prior to such use or occupancy, the Contractor shall notify the Owner in writing of

the additional premium cost, if any, to maintain property and boiler insurance, which shall be at the Owner's expense. If because of such use or occupancy the Contractor is unable to provide coverage, the Owner upon written notice from the Contractor and prior to such use or occupancy shall provide, maintain, and pay for property and boiler insurance insuring the full value of the Work, including coverage for such use or occupancy, and shall provide the Contractor with proof of such insurance. The Contractor shall refund to the Owner the unearned premiums applicable to the Contractor's policies upon termination of coverage.

- .02 The policies shall provide that in the event of a loss or damage, payment shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of both the Owner and the Contractor 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 Contract Administrator may decide in consultation with the Contractor.

#### **GC 6.03.05.04 Payment for Loss or Damage**

- .01 The Contractor shall be entitled to receive from the Owner, in addition to the amount due under the Contract, the amount at which the Owner's interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds, and in accordance with the requirements of section GC 8.0, Measurement and Payment. In addition, the Contractor shall be entitled to receive from the payments made by the insurers the amount of the Contractor's interest in the restoration of the Work.
- .02 The Contractor shall be responsible for deductible amounts under the policies, except where such amounts may be excluded from the Contractor's responsibility by the terms of this Contract.
- .03 In the event of a loss or damage to the Work arising from the action or omission of the Owner or others, the Owner shall pay the Contractor the cost of restoring the Work as the restoration of the Work proceeds and in accordance with the requirements of section GC 8.0, Measurement and Payment.

#### **GC 6.03.06 Contractor's Equipment Insurance**

- .01 All risks Contractor's Equipment insurance covering construction equipment used by the Contractor for the performance of the Work, including boiler insurance on temporary boilers and pressure vessels, shall be in a form acceptable to the Owner and shall not allow subrogation claims by the insurer against the Owner. The policies shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, change, or amendment restricting coverage. Subject to satisfactory proof of financial capability by the Contractor for self-insurance of the Contractor's Equipment, the Owner agrees to waive the equipment insurance requirement, and for the purpose of this Contract, the Contractor shall be deemed to be insured. This policy shall be amended to provide permission for the Contractor to grant prior releases with respect to damage to the Contractor's Equipment.

#### **GC 6.03.07 Insurance Requirements and Duration**

- .01 Each insurance policy as noted in the Contract Documents shall be in effect from the date of commencement of the Work until 10 Days after the date of Final Acceptance of the Work, as set out in the Final Acceptance Certificate.
- .02 The Contractor shall provide the Owner, on a form acceptable to the Owner, proof of insurance prior to commencement of the Work and signed by the underwriter or the broker.

- .03 The Contractor shall, on request, promptly provide the Owner with a certified true copy of each insurance policy exclusive of information pertaining to premium or premium bases used by the insurer to determine the cost of the insurance. The certified true copy shall include the signature of an officer of the insurer.
- .04 Where a policy is renewed, the Contractor shall provide the Owner, on a form acceptable to the Owner, renewed proof of insurance immediately following completion of renewal.
- .05 Unless specified otherwise, the Contractor shall be responsible for the payment of deductible amounts under the policies.
- .06 If the Contractor fails to provide or maintain insurance as required in subsection GC 6.03, Contractor's Insurance, or elsewhere in the Contract Documents, then the Owner shall have the right to provide and maintain such insurance and give evidence thereof to the Contractor. The Owner's cost thereof shall be payable by the Contractor to the Owner on demand.
- .07 If the Contractor fails to pay the cost of the insurance placed by the Owner within 28 Days of the date on which the Owner made a formal demand for reimbursement of such costs, the Owner may deduct the costs thereof from monies which are due or may become due to the Contractor.

**GC 6.04                      Bonding**

- .01 The Contractor shall provide the Owner with the surety bonds in the amount required by the Contract Documents.
- .02 Such bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the Province of Ontario and shall be to the satisfaction of the Owner. The bonds shall be maintained in good standing until the Final Acceptance.

**GC 6.05                      Workplace Safety and Insurance Board**

- .01 The Contractor shall provide the Contract Administrator with a copy of a Certificate of Clearance indicating the Contractor's good standing with the Workplace Safety and Insurance Board, as follows:
  - a) Immediately prior to the Contract Administrator authorizing the Contractor to commence Work.
  - b) Prior to issue of the Certificate of Substantial Performance.
  - c) Prior to expiration of the Warranty Period.
  - d) At any other time when requested by the Contract Administrator.

## **SECTION GC 7.0 - CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK**

### **GC 7.01 General**

#### **GC 7.01.01 Site Visit**

- .01 The Contractor warrants that the site of the Work has been visited during the preparation of the Tender and the character of the Work and all local conditions that may affect the performance of the Work are known.

#### **GC 7.01.02 Commencement of Work**

- .01 The Contractor shall not commence the Work nor deliver anything to the Working Area until the Contractor has received a written order to commence the work from the Contract Administrator.

#### **GC 7.01.03 Control and Responsibility**

- .01 The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformity with the Contract Documents. The Contractor shall be responsible for construction means, methods, techniques, sequences, and procedures and for coordinating the various parts of the Work.
- .02 The Contractor shall provide adequate labour, Equipment, and Material to ensure the completion of the Contract in accordance with the Contract Documents. The Work shall be performed as vigorously and as continuously as weather conditions or other interferences may permit.
- .03 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance, and removal of temporary structures and other temporary facilities and the design and execution of construction methods required in their use.
- .04 Notwithstanding clause GC 7.01.03, where the Contract Documents include designs for temporary structures and other temporary facilities or specify a method of construction in whole or part, such facilities and methods shall be considered to be part of the design of the Work, and the Contractor shall not be held responsible for that part of the design or the specified method of construction. The Contractor shall, however, be responsible for the execution of such design or specified method of construction in the same manner that the Contractor is responsible for the execution of the Work.
- .05 The Contractor shall comply with and conform to all statutes, laws, by-laws, regulations, requirements, ordinances, notices, rulings, orders, directives and policies of the municipal, provincial and federal governments and any other lawful authority and all court orders, judgments and declarations of a court of competent jurisdiction (collectively referred to as the "Laws"), applicable to the Work to be provided by, and the undertakings and obligations of, the Contractor under this Contract.

#### **GC 7.01.04 Compliance with the Occupational Health and Safety Act**

- .01 The Contractor shall execute the terms of the Contract in strict compliance with the requirements of the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended, (the "Act") and Ontario Regulation 213/91, as amended, (that regulates Construction Projects) and any other regulations as amended under the Act (the "Regulations") that may affect the performance of the Work, as the "Constructor" or "employer," as defined by the Act, as the case may be. The Contractor shall ensure that:
- a) worker safety is given priority in planning, pricing, and performing the Work;

- b) its officers and supervisory employees have a working knowledge of the duties of a "Constructor" and "employer" as defined by the Act and the provisions of the Regulations applicable to the Work, and a personal commitment to comply with them;
  - c) a copy of the most current version of the Act and the Regulations are available at the Contractor's office within the Working Area, or, in the absence of an office, in the possession of the supervisor responsible for the performance of the Work;
  - d) workers employed to carry out the Work possess the knowledge, skills, and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety;
  - e) its supervisory employees are "Competent Persons" as defined in the OHSA, and carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers;
  - f) all Subcontractors and their workers are properly protected from injury while they are at the Working Area; and
  - g) following execution of the Contract and prior to the issuance of the order to commence by the Owner, upon request the Contractor submits to the Contract Administrator a copy of the Notice of Project issued to the Ministry of Labour.
- .02 The Contractor, when requested, shall provide the Owner with a copy of its health and safety policy and program at the pre-start meeting and shall respond promptly to requests from the Owner for confirmation that its methods and procedures for carrying out the Work comply with the Act and Regulations. The Contractor shall cooperate with representatives of the Owner and the inspectors appointed to enforce the Act and the Regulations in any investigations of worker health and safety in the performance of the Work. The Contractor shall indemnify and save the Owner harmless from any additional expense that the Owner may incur to have the Work performed as a result of the Contractor's failure to comply with the requirements of the Act and the Regulations.
- .03 Prior to commencement of the Work, the Contractor shall provide to the Contract Administrator a list of those products controlled under the Workplace Hazardous Materials Information System or "WHMIS", which the Contractor expects to use on the Contract. Related Safety Data Sheets shall accompany the submission. All containers used in the application of products controlled under "WHMIS" shall be labelled. The Contractor shall notify the Contract Administrator in writing of changes in the products to be used and provide relevant Safety Data Sheets.
- .04 During the course of the Work, the Contractor shall furnish forthwith to the Contract Administrator a copy of all correspondence, reports, orders or charges respecting occupational health and safety, including under the Act, Technical Standards and Safety Act, 2000, S.O. 2000, c.16 as amended, and the Criminal Code, R.S.C., 1985, c. C-46 as amended, which are received by, or which come to the notice of, the Contractor that apply or are relevant to any of the Work or activities conducted under the terms of the Contract.
- .05 Nothing in this Contract shall be construed as requiring the Owner to monitor or approve the workplace health and safety practices of the Contractor.

#### **GC 7.01.05 Contractor's Representatives**

- .01 The Contractor shall have an authorized representative on the site while any Work is being performed, to supervise the Work and act for or on the Contractor's behalf. Prior to commencement of construction, the Contractor shall notify the Contract Administrator of the names, addresses, positions, and cell phone, and telephone numbers of the Contractor's representatives who can be contacted at any time to deal with matters relating to the Contract, and update as necessary.



- .02 The Contractor shall designate a person to be responsible for traffic control and work zone safety. The designated person shall be a competent worker who is qualified because of knowledge, training, and experience to perform the duties; is familiar with Book 7 of the Ontario Traffic Manual; and has knowledge of all potential or actual danger to workers and motorists. Prior to the commencement of construction, the Contractor shall notify the Contract Administrator of the name; address; position; cell phone, and telephone numbers of the designated person, and update as necessary. The designated person may have other responsibilities, including other construction sites, and need not be present in the Working Area at all times.

**GC 7.01.06 Assistance to the Contract Administrator**

- .01 The Contractor shall, at no additional cost to the Owner, furnish all reasonable aid, facilities, and assistance required by the Contract Administrator for the proper inspection and examination of the Work or the taking of measurements for the purpose of payment.

**GC 7.01.07 Schedule**

- .01 The Contractor shall prepare and update, as required, a construction schedule of operations, indicating the proposed methods of construction and sequence of Work and the time the Contractor proposes to complete the various items of Work within the time specified in the Contract Documents. The schedule shall be submitted to the Contract Administrator within 14 Days from the Contract award. If the Contractor's schedule is materially affected by changes in the work, the Contractor shall submit an updated construction schedule, if requested by the Contract Administrator, within 7 Days of the request. This updated schedule shall show how the Contractor proposes to perform the balance of the Work, to complete the Work within the time specified in the Contract Documents.
- .02 For Contracts with a specified number of Working Days, the construction time shown on the initial schedule shall not exceed the specified number of Working Days. The activities on the critical path shall assist the Contract Administrator in determining the Controlling Operation for the purpose of the charging of Working Days. The construction schedule shall include all non-working periods and appropriate allowances for Inclement Weather.
- .03 For Contracts which specify a Contract Time, the construction time shown on the initial construction schedule shall not extend beyond the specified Contract Time. The construction schedule shall include all non-working periods and appropriate allowances for Inclement Weather.

**GC 7.01.08 Errors and Inconsistencies Relating to the Contract**

- .01 Where the Contractor finds any error, inconsistency, or omission relating to the Contract, the Contractor shall promptly report it to the Contract Administrator and shall not proceed with the activity affected until receiving direction from the Contract Administrator.
- .02 The Contractor shall promptly notify the Contract Administrator in writing if the subsurface conditions observed in the Working Area differ materially from those indicated in the Contract Documents.

**GC 7.01.09 Utilities**

- .01 The Contractor shall arrange with the appropriate Utility authorities for the stake out of all underground Utilities and service connections that may be affected by the Work. The Contractor shall observe the location of the stake outs prior to commencing the Work and if there is a discrepancy between the location of the stake outs and the locations shown on the Contract Documents, that may affect the Work, the Contractor shall immediately notify the Contract Administrator and the affected Utility companies, in order to resolve the discrepancy. The Contractor shall be responsible for any damage done to the underground Utilities and service connections by

the Contractor's forces during construction if the stake out locations are within the tolerances given in clause GC 2.01.01 a).

- .02 In the case of damage to or interference with any Utilities, pole lines, pipe lines, conduits, farm tiles, or other public or privately-owned works or property, the Contractor shall immediately notify the Owner, Contract Administrator, and the owner of the works of the location and details of such damage or interference.

## **GC 7.02                      Monuments and Layout**

- .01 Prior to commencement of construction, the Contract Administrator and the Contractor shall locate on site those Monuments that delineate the Working Area and may be used to lay out the Work, all as shown on the Contract Drawings. Property Monuments shall be inventoried in the report format required by the Owner.
- .02 These Monuments shall be protected by highly visible T-bars or 1.0 metre tall stakes with survey ribbon set within 0.3 metres of the Monument.
- .03 The Contractor shall be responsible for the preservation of all Property Monuments while the Work is in progress, except those Property Monuments that must be removed to facilitate the Work as identified and agreed by the Contractor and Contract Administrator. Monuments removed to facilitate the Work shall be replaced at the Owner's expense, and all others shall be replaced at the Contractor's expense.
- .04 All Monuments disturbed, damaged, or removed by the Contractor's operations shall be documented in the inventory report and replaced under the supervision of an Ontario Land Surveyor.
- .05 The Monument inventory report referred to in clauses GC 7.02.01 and GC 7.02.04 shall include as a minimum:
  - a) Contract number, Contract name, Contract Administrator's name;
  - b) Project/site construction limits;
  - c) Rough location, type, identification number, and condition of each Monument before and after construction;
  - d) The solutions for protection of the Monuments that may be impacted by construction;
  - e) Reference ties;
  - f) A summary of those Monuments affected by the Work and how they were reset or replaced, and by what type of Monument.
- .06 At no extra cost to the Owner, the Contractor shall provide the Contract Administrator with such materials and devices as may be necessary to lay out the baseline and benchmarks, and as may be necessary for the inspection of the Work.
- .07 The Contractor shall provide qualified personnel to lay out and establish all lines and grades necessary for construction. The Contractor shall notify the Contract Administrator of any layout work carried out, so that the same may be checked by the Contract Administrator.
- .08 The Contractor shall install and maintain substantial alignment markers and secondary benchmarks as may be required for the proper execution of the Work. The Contractor shall supply one copy of all alignment and grade sheets to the Contract Administrator.
- .09 The Contractor shall assume full responsibility for alignment, elevations, and dimensions of each and all parts of the Work, regardless of whether the Contractor's layout work has been checked by the Contract Administrator.

- .10 All stakes, marks, and reference points shall be carefully preserved by the Contractor. In the case of their destruction or removal, for any reason, before the end of the Contract Time such stakes, marks, and reference points shall be replaced, unless otherwise mutually agreed between the Contractor and the Contract Administrator, at the Contractor's expense.
- .11 Benchmarks and survey monuments identified in the Contract Documents shall be protected by the Contractor. In the case of their destruction or removal, such benchmarks and survey monuments shall be replaced by the Owner at the Contractor's expense.

**GC 7.03 Working Area**

- .01 The Contractor shall maintain the Working Area in a tidy condition and free from the accumulation of debris and prevent dust nuisance, mud, and ponding water, other than that caused by the Owner or others.
- .02 The Contractor's sheds, site offices, toilets, other temporary structures, and storage areas for Material and Equipment shall be grouped in a compact manner, maintained in a neat and orderly condition at all times and removed upon completion of the Work.
- .03 The Contractor shall confine the construction operations to the Working Area. Should the Contractor require additional space, the Contractor shall obtain such space at no additional cost to the Owner.
- .04 The Contractor shall not enter upon or occupy any private property for any purpose, unless the Contractor has received prior written permission from the property owner.
- .05 Upon completion of the Contract, the Working Area used by the Contractor shall be restored to its original condition or better unless otherwise specified in the Contract Documents including the removal of all excavated and stockpiled materials at the Contractor's expense.

**GC 7.04 Damage by Vehicles or Other Equipment**

- .01 If at any time, in the opinion of the Contract Administrator, damage is being done or is likely to be done to any Roadway or any improvement thereon, outside the Working Area, by the Contractor's vehicles or other Equipment, whether licensed or unlicensed Equipment, the Contractor shall, on the direction of the Contract Administrator, and at no extra cost to the Owner, make changes or substitutions for such vehicles or Equipment, and shall alter loadings, or in some other manner, remove the cause of such damage to the satisfaction of the Contract Administrator.

**GC 7.05 Excess Loading of Motor Vehicles**

- .01 Where a vehicle is hauling Material for use on the Work, in whole or in part; upon a Highway; and where motor vehicle registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit specified in the Highway Traffic Act, R.S.O. 1990, c.H.8, as amended, whether such vehicle is registered in the name of the Contractor or otherwise, except where there are designated areas within the Working Area where overloading is permitted. The Contractor shall bear the onus of weighing disputed loads.

**GC 7.06 Maintaining Roads and Detours**

- .01 Unless otherwise specified in the Contract Documents, if an existing Roadway is affected by construction, it shall be kept open to both vehicular and pedestrian traffic.
- .02 Subject to the approval of the Contract Administrator, the Contractor shall, at no additional cost to the Owner, be responsible for providing and maintaining for the duration of the Work an alternative route for both pedestrian and vehicular traffic through the Working Area in accordance with the OTM,

whether along the existing Highway under construction or on a detour road beside or adjacent to the Highway under construction.

- .03 Subject to the approval of the Contract Administrator, the Contractor may block traffic for short periods of time to facilitate construction of the Work in accordance with the OTM. Any temporary lane closures shall be kept to a minimum.
- .04 The Contractor shall not be required to maintain a road through the Working Area until such time as the Contractor has commenced operations or during seasonal shut down or on any part of the Contract that has been accepted in accordance with these General Conditions. The Contractor shall not be required to apply de-icing chemicals or abrasives or carry out snowplowing.
- .05 Where only localized and separated sections of the Highway are affected by the Contractor's operations, the Contractor shall not be required to maintain intervening sections of the Highway until such times as these sections are located within the limits of the Highway affected by the Contractor's general operations under the Contract.
- .06 Where the Contract Documents provide for or the Contract Administrator requires detours at specific locations, payment for the construction of the detours and, if required, for the subsequent removal of the detours, shall be made at the Contract prices appropriate to such Work.
- .07 Compensation for all labour, Equipment, and Materials to do this Work shall be at the Contract prices appropriate to the Work and, where there are no such prices, at negotiated prices. Notwithstanding the foregoing, the cost of blading required to maintain the surface of such roads and detours shall be deemed to be included in the prices bid for the various tender items and no additional payment shall be made.
- .08 Where Work under the Contract is discontinued for any extended period, including seasonal shutdown, the Contractor shall, when directed by the Contract Administrator, open and place the Roadway and detours in a passable, safe, and satisfactory condition for public travel.
- .09 Where the Contractor constructs a detour that is not specifically provided for in the Contract Documents or required by the Contract Administrator, the construction of the detour and, if required, the subsequent removal shall be performed at the Contractor's expense. The detour shall be constructed and maintained to structural and geometric standards approved by the Contract Administrator. Removal and site restoration shall be performed as directed by the Contract Administrator.
- .10 Where, with the prior written approval of the Contract Administrator, the Highway is closed and the traffic diverted entirely off the Highway to any other Highway, the Contractor shall, at no extra cost to the Owner, supply, erect, and maintain traffic control devices in accordance with the OTM.
- .11 Compliance with the foregoing provisions shall in no way relieve the Contractor of its obligations under subsection GC 6.01, Protection of Work, Persons, and Property, dealing with the Contractor's responsibility for damage claims, except for claims arising on sections of Highway within the Working Area that are being maintained by others.

**GC 7.07                      Access to Properties Adjoining the Work and Interruption of Utility Services**

- .01 The Contractor shall provide at all times and at no extra cost to the Owner,
  - a) safe and adequate pedestrian and vehicular access;
  - b) continuity of Utility services; and

c) access for emergency response services;

to properties adjoining the Working Area.

- .02 The Contractor shall provide at all times and at no extra cost to the Owner access to fire hydrants, water and gas valves, and all other Utilities located in the Working Area.
- .03 Where any interruptions in the supply of Utility services are required and are authorized by the Contract Administrator, the Contractor shall give the affected property owners notice in accordance with subsection GC 7.11, Notices by the Contractor, and shall arrange such interruptions so as to create a minimum of interference to those affected.

#### **GC 7.08 Approvals and Permits**

- .01 Except as specified in subsection GC 4.02, Approval and Permits, the Contractor shall obtain and pay for any permits, licences, and certificates, which at the date of tender closing, are required for the performance of the Work.
- .02 The Contractor shall arrange for all necessary inspections required by the approvals and permits specified in clause GC 7.08.01, Approvals and Permit.

#### **GC 7.09 Suspension of Work**

- .01 The Contractor shall, upon written notice from the Contract Administrator, discontinue or delay any or all of the Work and Work shall not be resumed until the Contract Administrator so directs in writing. Delays, in these circumstances, shall be administered according to subsection GC 3.07, Delays.

#### **GC 7.10 Contractor's Right to Stop the Work or Terminate the Contract**

- .01 If the Owner is adjudged bankrupt or makes a general assignment for the benefit of creditors because of insolvency or if a receiver is appointed because of insolvency, the Contractor may, without prejudice to any other right or remedy the Contractor may have, by giving the Owner or receiver or trustee in bankruptcy written notice, terminate the Contract.
- .02 If the Work is stopped or otherwise delayed for a period of 30 Days or more under an order of a court or other public authority and provided that such order was not issued as the result of an act or fault of the Contractor or of anyone directly employed or engaged by the Contractor, the Contractor may, without prejudice to any other right or remedy the Contractor may have, by giving the Owner written notice, terminate the Contract.
- .03 The Contractor may notify the Owner in writing, with a copy to the Contract Administrator, that the Owner is in default of contractual obligations if,
  - a) the Contract Administrator fails to issue certificates in accordance with the provisions of section GC 8.0, Measurement and Payment;
  - b) the Owner fails to pay the Contractor, within 28 Days of the due dates identified in clause GC 8.02.04, Certification and Payment, the amounts certified by the Contract Administrator or within 28 Days of an award by an arbitrator or court; or
  - c) the Owner fails to comply with the requirements of the Contract.
- .04 The Contractor's written notice to the Owner shall advise that if the default is not corrected in the 7 Days immediately following receipt of the written notice, the Contractor may, without prejudice to any other right or remedy the Contractor may have, stop the Work or terminate the Contract.

- .05 If the Contractor terminates the Contract under the conditions set out in subsection GC 7.10, Contractor's Right to Stop the Work or Terminate the Contract, the Contractor shall be entitled to be paid for all Work performed according to the Contract Documents and for any losses or damage as the Contractor may sustain as a result of the termination of the Contract.

**GC 7.11 Notices by the Contractor**

- .01 Before any Work is carried out that may affect the property or operations of any Ministry or agency of government or any person; company; partnership; or corporation, including a municipal corporation or any board or commission thereof, and in addition to such notices of the commencement of specified operations as are prescribed elsewhere in the Contract Documents, the Contractor shall give at least 48 hours advance written notice of the date of commencement of such Work to the person, company, partnership, corporation, board, or commission so affected.

**GC 7.12 Environmental Incident Management under Legislation Protecting the Environment and Natural Resources**

- .01 The Contractor shall be in strict compliance with the requirements of the following legislation, as amended, regarding environmental incidents under the control of the Contractor or that are a result of the Contractor's operations:
- a) Environmental Protection Act, R.S.O. 1990, c. E.19
  - b) Fisheries Act, R.S.C. 1985, c. F-14
  - c) Technical Standards and Safety Act, 2000, S.O. 2000, c. 16
  - d) Pesticides Act, R.S.O. 1990, c. P.11
  - e) Ontario Water Resources Act, R.S.O. 1990, c. O.40
  - f) Transportation of Dangerous Goods Act, 1992, S.C.1992, c. 34
- .02 The requirements of the legislation listed in clause GC 7.12.01 include but are not restricted to:
- a) Immediate containment of the material, pollutant, contaminant, deleterious substance, or dangerous good;
  - b) Immediate notification of the environmental incident to the proper authority; and
  - c) Clean up and restoration of the environment to preconditions.
- .03 The Contractor shall possess a plan demonstrating that environmental incidents shall be managed to satisfy the requirements of clauses GC 7.12.01 and GC 7.12.02.
- .04 The Contractor shall provide a copy of the environmental incident plan to the Contract Administrator when required and shall inform the Contract Administrator immediately of:
- a) An environmental incident when it occurs; and
  - b) Any actions taken or intended to be taken by the Contractor regarding the environmental incident.

- .05 The Contractor shall indemnify and save the Owner harmless from any additional expense that the Owner may incur to have the Work performed as a result of the Contractor's failure to comply with the requirements of the legislation listed in clause GC 7.12.01.

**GC 7.13 Obstructions**

- .01 Except as otherwise noted in these General Conditions, the Contractor assumes all the risks and responsibilities arising out of any obstruction encountered in the performance of the Work and any traffic conditions, including traffic conditions on any Highway or road giving access to the Working Area caused by such obstructions, and the Contractor shall not make any claim against the Owner for any loss, damage, or expense occasioned thereby.
- .02 Where the obstruction is an underground Utility or other man-made object, the Contractor shall not be required to assume the risks and responsibilities arising out of such obstruction, unless the location of the obstruction is shown on the Plans or described in the Contract Documents and the location so shown is within the tolerance specified in clause GC 2.01.01 a), or unless the presence and location of the obstruction has otherwise been made known to the Contractor or could have been determined by the visual site investigation made by the Contractor in accordance with these General Conditions.
- .03 During the course of the Contract, it is the Contractor's responsibility to consult with Utility companies or other appropriate authorities for further information in regard to the exact location of these Utilities, to exercise the necessary care in construction operations, and to take such other precautions as are necessary to safeguard the Utilities from damage.

**GC 7.14 Limitations of Operations**

- .01 Except for such Work as may be required by the Contract Administrator to maintain the Work in a safe and satisfactory condition, the Contractor shall not carry out operations under the Contract on Saturdays, Sundays, and any holidays recognized by the Owner without permission in writing from the Contract Administrator.
- .02 The Contractor shall cooperate and coordinate the Work with other Contractors, Utility companies, and the Owner and they shall be allowed access to their Work or plant at all reasonable times.

**GC 7.15 Cleaning Up Before Acceptance**

- .01 Upon attaining Substantial Performance of the Work, the Contractor shall remove surplus materials, tools, and Equipment not required for the performance of the remaining Work. The Contractor shall also remove all temporary works and debris other than that caused by the Owner or others and leave the Work and Working Area clean and suitable for occupancy by the Owner, unless otherwise specified.
- .02 The Work shall not be deemed to have reached Completion until the Contractor has removed surplus materials, tools, and Equipment. The Contractor shall also have removed debris, other than that caused by the Owner, or others.

**GC 7.16 Warranty**

- .01 Unless otherwise specified in the Contract Documents for certain Materials or components of the Work, the Contractor shall be responsible for the proper performance of the Work only to the extent that the design and standards permit such performance.
- .02 Subject to the previous paragraph the Contractor shall correct promptly, at no additional cost to the Owner, defects or deficiencies in the Work that appear,

- a) prior to and during the period of 12 months from the date of Substantial Performance of the Work, as set out in the Certificate of Substantial Performance of the Work,
- b) where there is no Certificate of Substantial Performance, 12 months from the date of Completion of the Work as set out in the Completion Certificate, or
- c) such longer periods as may be specified in the Contract Documents for certain Materials or some of the Work.

The Contract Administrator shall promptly give the Contractor written notice of observed defects or deficiencies.

- .03 The Contractor shall correct or pay for damage resulting from corrections made under the requirements of clause GC 7.16.02.

**GC 7.17 Contractor's Workers**

- .01 The Contractor shall only employ orderly, competent, and skillful workers to do the Work and whenever the Contract Administrator shall inform the Contractor in writing that any worker or workers involved in the Work are, in the opinion of the Contract Administrator, incompetent, or disorderly such worker or workers shall be removed from the Work and shall not be employed on the Work again without the consent in writing of the Contract Administrator.

**GC 7.18 Drainage**

- .01 During construction and until the Work is completed, the Contractor shall make all reasonable efforts to keep all portions of the Work properly and efficiently drained, to at least the same degree as that of the existing drainage conditions.



## **SECTION GC 8.0 - MEASUREMENT AND PAYMENT**

### **GC 8.01 Measurement**

#### **GC 8.01.01 Quantities**

- .01 The Contract Administrator shall make an Estimate in writing once a month, unless otherwise specified in the Contract Documents, of the quantity of Work performed and provide such Estimate to the Contractor within 10 Days of the Cut-Off Date.
- .02 Quantities for progress payments shall be construed and held to approximate. The final quantities for the issuance of the Completion Payment shall be based on the measurement of Work completed.
- .03 Measurement of the quantities of the Work performed may be either by Actual Measurement or by Plan Quantity principles as indicated in the Contract. Adjustments to Plan Quantity measurements shall normally be made using Plan Quantity principles but may, where appropriate, be made using Actual Measurements. Those items identified on the Tender by the notation (P) in the unit column shall be paid according to the Plan Quantity. Items where the notation (P) does not occur shall be paid according to Actual Measurement or lump sum.

#### **GC 8.01.02 Variations in Tender Quantities**

- .01 Where it appears that the quantity of Work to be done or Material to be supplied or both by the Contractor under a unit price tender item may exceed or be less than the tender quantity, the Contractor shall proceed to do the Work or supply the Material or both required to complete the tender item and payment shall be made for the actual amount of Work done or Material supplied or both at the unit prices stated in the Tender except as provided below:
  - a) In the case of a Major Item where the quantity of Work performed or Material supplied or both by the Contractor exceeds the tender quantity by more than 15%, either party to the Contract may make a written request to the other party to negotiate a revised unit price for that portion of the Work performed or Material supplied or both which exceeds 115% of the tender quantity. The negotiation shall be carried out as soon as reasonably possible. Any revision of the unit price shall be based on the actual cost of doing the Work or supplying the Material or both under the tender item plus a reasonable allowance for profit and applicable overhead. Alternatively, where both parties agree, an allowance equal to 10% of the unit price on the amount of the underrun in excess of 15% of the tender quantity shall be paid.
  - b) In the case of a Major Item where the quantity of Work performed or Material supplied or both by the Contractor is less than 85% of the tender quantity, the Contractor may make a written request to negotiate for the portion of the actual overheads and fixed costs applicable to the amount of the underrun in excess of 15% of the tender quantity. For purposes of the negotiation, the overheads and fixed costs applicable to the item are deemed to have been prorated uniformly over 100% of the tender quantity for the item. Overhead costs shall be confirmed by a statement certified by the Contractor's senior financial officer or auditor and may be audited by the Owner. Alternatively, where both parties agree, an allowance equal to 10% of the unit price on the amount of the underrun in excess of 15% of the tender quantity shall be paid.

Written requests for compensation must be received no later than 60 Days after the issuance of the Completion Payment.

**GC 8.02 Payment**

**GC 8.02.01 Non-Resident Contractor**

- .01 If the Contractor is not a registered entity in Ontario, the Contractor shall obtain all necessary approvals, consents, permits, licences, certificates, registrations, and other authorizations prior to execution of the Contract.
- .02 The Contractor shall ensure that all Subcontractors the Contractor proposes to use for carrying out any of the Work required by the Contract and who are not a registered entity in Ontario have obtained all necessary approvals, consents, permits, certificates, registrations, and other authorizations prior to execution of the subcontract.

**GC 8.02.02 Price for Work**

- .01 Prices for the Work shall be full compensation for all labour, Equipment and Material required in its performance. The term "all labour, Equipment, and Material" shall include Hand Tools, supplies, and other incidentals.
- .02 Payment, for Work which is identified in the Contract Documents but not specifically detailed as part of any one item shall be deemed to be included in the items with which it is associated.

**GC 8.02.03 Advance Payments for Material**

- .01 The Owner shall make advance payments for Material intended for incorporation in the Work upon the written request of the Contractor and according to the following terms and conditions:
  - a) The Contractor shall deliver the Material to a site approved by the Contract Administrator and the Contractor shall, in advance of receipt of the shipment of the Material, arrange for adequate and proper storage facilities.
  - b) The value of aggregates, processed and stockpiled, shall be assessed by the following procedure:
    - i. Sources Other Than Commercial
      - (A) Granular A, B, BI, BII, BIII, M, and O shall be assessed at the rate of 60% of the Contract price.
      - (B) Coarse and fine aggregates for hot mix asphaltic concrete, surface treatment and Portland cement concrete shall be assessed at the rate of 25% of the Contract price for each aggregate stockpiled.
    - ii. Commercial Sources
      - Payment for separated coarse and fine aggregates shall be considered at the above rate when such Materials are stockpiled at a commercial source where further processing is to be carried out before incorporating such Materials into a final product. Advance payments for other Materials located at a commercial source shall not be made.
  - c) Payment for all other Materials, unless otherwise specified elsewhere in the Contract Documents, shall be based on the invoice price, and the Contractor shall submit proof of cost to the Contract Administrator before payment can be made by the Owner.
  - d) The payment for all Materials shall be prorated against the appropriate tender item by paying for sufficient units of the item to cover the value of the Material. Such payment shall not exceed 80% of the Contract price for the item.

- e) All Materials for which the Contractor wishes to receive advance payment shall be placed in the designated storage location immediately upon receipt of the Material and shall thenceforth be held by the Contractor in trust for the Owner as collateral security for any monies advanced by the Owner and for the due completion of the Work. The Contractor shall not exercise any act of ownership inconsistent with such security, or remove any Material from the storage locations, except for inclusion in the Work, without the consent, in writing, of the Contract Administrator.
  - f) Such materials shall remain at the risk of the Contractor who shall be responsible for any loss, damage, theft, improper use, or destruction of the Material however caused.
- .02 Where the Owner makes advance payments subject to the conditions listed in clause GC 8.02.03.01, such payment shall not constitute acceptance of the Material by the Owner. Acceptance shall only be determined when the Material meets the requirements of the appropriate specification.

**GC 8.02.04 Certification and Payment**

**GC 8.02.04.01 Progress Payment**

- .01 The Contractor shall submit a Proper Invoice for progress payments monthly or at intervals specified in the Contract Documents after starting the Work on this Contract. The Contractor shall submit the Proper Invoice to the Contract Administrator and to the Owner. This Proper Invoice shall be for work completed at the agreed to Cut-Off Date.
- .02 A Proper Invoice shall include;
- a) the requirements as set out in section 6.1 of the Construction Act;
  - b) the quantities of Work performed;
  - c) the value of Work performed;
  - d) any advanced payment for Material;
  - e) the amount of Statutory Holdback, liens, Owner's set-off;
  - f) the amount of any applicable taxes;
  - g) the amount due to the Contractor; and
  - h) any other information that may be prescribed in the Contract Documents.
- .03 Payment shall be made within 28 Days of the submission of the Proper Invoice unless a notice of non-payment has been issued in accordance with the Construction Act.
- .04 The Owner shall retain the Statutory Holdback in the form and amount as required under the Construction Act.

**GC 8.02.04.02 Certification of Subcontract Completion**

- .01 Before the Work has reached the stage of Substantial Performance, the Contractor may notify the Contract Administrator, in writing that a subcontract is completed satisfactorily and ask that the Contract Administrator certify the completion of such subcontract.

- .02 The Contract Administrator shall issue a Certificate of Subcontract Completion, if the subcontract has been completed in a form satisfactory to the Contract Administrator, and all required inspection and testing of the works covered by the subcontract have been carried out and the results are satisfactory to the Contract Administrator.
- .03 The Contract Administrator shall set out in the Certificate of Subcontract Completion the date on which the subcontract was completed and, within 7 Days of the date the subcontract is certified complete, the Contract Administrator shall give a copy of the certificate to the Contractor and to the Subcontractor concerned.

**GC 8.02.04.03 Subcontract Statutory Holdback Release Certificate and Payment**

- .01 Following receipt of the Certificate of Subcontract Completion, the Owner shall release and pay the Contractor the Statutory Holdback retained in respect of the subcontract. Such release shall be made 61 Days after the date the subcontract was certified complete and providing the Contractor submits the following to the Contract Administrator:
  - a) a document satisfactory to the Contract Administrator that shall release the Owner from all further claims relating to the subcontract, qualified by stated exceptions such as holdback monies;
  - b) evidence satisfactory to the Contract Administrator that the Subcontractor has discharged all liabilities incurred in carrying out the subcontract;
  - c) a satisfactory clearance certificate or letter from the Workplace Safety and Insurance Board relating to the subcontract; and
  - d) a copy of the contract between the Contractor and the Subcontractor and a satisfactory statement showing the total amount due the Subcontractor from the Contractor.
- .02 Clause GC 8.02.04.03.01 d), shall only apply to Lump Sum Items and then only when the Contract Administrator specifically requests it.
- .03 Upon receipt of the Statutory Holdback, the Contractor shall forthwith give the Subcontractor the payment due under the subcontract.
- .04 Release of Statutory Holdback by the Owner in respect of a subcontract shall not relieve the Contractor, or the Contractor's Surety, of any of their responsibilities.

**GC 8.02.04.04 Substantial Performance of Work**

- .01 The Contractor, as part of the application for Substantial Performance, shall submit an itemized list of the outstanding work.
- .02 Upon application by the Contractor and when the Contract Administrator has verified that the Contract has been substantially performed, the Contract Administrator shall issue a Certificate of Substantial Performance.
- .03 The Contract Administrator shall set out in the Certificate of Substantial Performance the date on which the Contract was substantially performed and, within 7 Days after signing the said certificate, and shall provide a copy to the Contractor.
- .04 Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith, as required by Section 32(1) Paragraph 5 of the Construction Act, as amended, publish a copy of the certificate in the manner set out in the regulations.

- .05 Where the Contractor fails to publish a copy of the Certificate of Substantial Performance as required above within 7 Days after receiving a copy of the certificate signed by the Contract Administrator, the Owner may publish a copy of the certificate at the Contractor's expense.
- .06 Except as otherwise provided for in Section 31 of the Construction Act, the 60 Day lien period prior to the release of holdback as referred to in clause GC 8.02.04.05, Substantial Performance Payment and Statutory Holdback Release Payment Certificates, shall commence from the date of publication of the Certificate of Substantial Performance as provided for above.

**GC 8.02.04.05                      Substantial Performance Payment and Substantial Performance Statutory Holdback Release Payment Certificates**

- .01 Prior to the Contract Administrator issuing the Certificate of Substantial Performance, the Contractor shall submit a Proper Invoice for the Work completed. In addition to the requirements specified under section 8.02.04.01.02, the Proper Invoice shall include:
  - a) the value of Work performed to the date of Substantial Performance;
  - b) the value of outstanding or incomplete Work;
  - c) the amount of the Statutory Holdback, allowing for any previous releases of Statutory Holdback to the Contractor in respect of completed subcontracts and deliveries of pre-selected Equipment; and
  - d) the amount due the Contractor.
- .02 Payment shall be made within 28 Days of the date of submission of the Proper Invoice.
- .03 The Substantial Performance Statutory Holdback Release Payment Certificate shall be a payment certificate releasing to the Contractor the Statutory Holdback due in respect of Work performed up to the date of Substantial Performance. Payment of such Statutory Holdback shall be due 61 Days after the date of publication of the Certificate of Substantial Performance but subject to the provisions of the Construction Act and the submission by the Contractor of the following documents:
  - a) a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board; and
  - b) proof of publication of the Certificate of Substantial Performance.
- .04 Any amount of security retained shall be identified on the Substantial Performance Payment Certificate.

**GC 8.02.04.06                      Certification of Completion**

- .01 Upon application by the Contractor and when the Contract Administrator has verified that the Contract has reached Completion, the Contract Administrator shall issue a Completion Certificate.
- .02 The Contract Administrator shall set out in the Completion Certificate the date on which the Work was completed and, within 7 Days of signing the said certificate, the Contract Administrator shall provide a copy to the Contractor.

**GC 8.02.04.07                    Completion Payment and Completion Statutory Holdback Release Payment Certificates**

- .01 Prior to the Contract Administrator issuing the Completion Certificate, the Contractor shall submit a Proper Invoice for the Work completed. In addition to the requirements noted under section 8.02.04.01.02, the Proper Invoice shall include:
- a) measurement and value of Work at Completion;
  - b) the amount of the further Statutory Holdback based on the value of further Work completed over and above the value of Work completed shown in the Substantial Performance Payment Certificate referred to above; and
  - c) the amount due the Contractor.
- .02 The Completion Statutory Holdback Release Payment Certificate shall be a payment certificate releasing to the Contractor the further Statutory Holdback. Subject to any outstanding liens and permissible set-offs and upon submission of a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board, the Owner shall pay the remaining holdback on the Work done, within 28 Days after the expiration of the 60-Day lien period.
- .03 Any amount of security retained shall be identified on the Completion Payment Certificate.

**GC 8.02.04.08                    Interest**

- .01 Interest due to the Contractor shall be based on simple interest and calculated using the applicable Rate of Interest. Interest shall begin to accrue on an amount that is not paid when it is due to be paid under Part-I of the Construction Act, at the prejudgment interest rate determined under subsection 127 (2) of the *Courts of Justice Act* or, if the Contract specifies a different interest rate for this purpose, the greater of the prejudgment interest rate and the interest rate specified in the Contract.

**GC 8.02.04.09                    Interest for Late Payment**

- .01 Provided the Contractor has complied with the requirements of the Contract, including all documentation requirements, when payment by the Owner to the Contractor for Work performed, or for release of Statutory Holdback, is delayed by the Owner, then the Contractor shall be entitled to receive interest on the outstanding payment at the Rate of Interest, if payment is not received on the dates set out below:
- a) Progress Payment: 28 Days after submission of Proper Invoice;
  - b) Subcontract Statutory Holdback Release Payment: 89 Days after the date on which the subcontract was completed;
  - c) Substantial Performance Payment: 28 Days after the date of issuance of the certificate;
  - d) Substantial Performance Statutory Holdback Release Payment: 89 Days after publication of the Payment Certificate of Substantial Performance;
  - e) Completion Payment: 28 Days after the date certified as the date on which the Contract reached Completion; and
  - f) Completion Statutory Holdback Release Payment: 89 Days after the date certified as the date that the Work was completed.

- .02 If the Contractor has not complied with the requirements of the Contract, including all documentation requirements, prior to expiration of the time periods described in clause GC 8.02.04.09.01, interest shall only begin to accrue when the Contractor has completed those requirements.

**GC 8.02.04.10 Interest for Negotiations and Claims**

- .01 Except as hereinafter provided, where a notice of negotiation, notice of intent to claim and the subsequent claims are submitted in accordance with the time limits or procedure or both described by subsection GC 3.13, Claims, Negotiations, Mediation, the Owner shall pay the Contractor the Rate of Interest on the amount of the negotiated price for that part of the Work or on the amount of the settled claim. Such interest shall not commence until 30 Days after the satisfactory completion of that part of the Work.
- .02 Where the Contractor fails to give notice of a claim within the time limit prescribed by subsection GC 3.13, Claims, Negotiations, Mediation, interest shall not be paid.
- .03 Where a Contractor fails to comply with the 30 Day time limit and the procedures prescribed in clause GC 3.13.03.03 for submission of claims, interest shall not be paid for the delay period.

**GC 8.02.04.11 Owner's Set-Off**

- .01 Pursuant to the Construction Act, the Owner may retain from monies owing to the Contractor under this Contract an amount sufficient to cover any outstanding or disputed liabilities, including the cost to remedy deficiencies, the reduction in value of substandard portions of the Work, claims for damages by third parties that have not been determined in writing by the Contractor's insurer, undetermined claims by the Owner, and any assessment due the Workplace Safety and Insurance Board.
- .02 Under these circumstances the Owner will give the Contractor appropriate notice of such action.

**GC 8.02.04.12 Delay in Payment**

- .01 The Owner shall not be deemed to be in default of the Contract provided any delay in payment does not exceed the due dates as defined in clause GC 8.02.04.09.01.

**GC 8.02.05 Payment on a Time and Material Basis**

**GC 8.02.05.01 Definitions**

- .01 For the purpose of clause GC 8.02.05 the following definitions apply:

**Cost of Labour** means the amount of wages, salary, travel, travel time, food, lodging, or similar items and Payroll Burden paid or incurred directly by the Contractor to or in respect of labour and supervision actively and necessarily engaged on the Work based on the recorded time and hourly rates of pay for such labour and supervision but shall not include any payment or costs incurred for general supervision, administration, and management time spent on the entire Work or any wages, salary, or Payroll Burden for which the Contractor is compensated by any payment made by the Owner for Equipment.

**Cost of Material** means the cost of Material purchased or supplied from stock and valued at current market prices for the purpose of carrying out Extra Work by the Contractor or by others, when such arrangements have been made by the Contractor for completing the Work, as shown by itemized invoices.

**Operated Rented Equipment** means Rented Equipment for which an operator is provided by the supplier of the Equipment and for which the rent or lease includes the cost of the operator.

**Payroll Burden** means the payments in respect of workplace insurance, vacation pay, employment insurance, public liability and property damage insurance, sickness and accident insurance, pension fund, and such other welfare and benefit payments forming part of the Contractor's normal labour costs.

**Rented Equipment** means Equipment that is rented or leased for the special purpose of Work on a Time and Material Basis from a person, firm, or corporation that is not an associate of the lessee as the word "associate" is defined by the Securities Act, R.S.O. 1990, c.S.5, as amended, and is approved by the Contract Administrator.

**Road Work** means the preparation, construction, finishing, and construction maintenance of roads, streets, Highways, and parking lots and includes all work incidentals thereto other than Work on structures.

**Sewer and Watermain Work** means the preparation, construction, finishing, and construction maintenance of sewer systems and watermain systems, and includes all work incidental thereto other than Work on structures.

**Standby Time** means any period of time that is not considered Working Time and which together with the Working Time does not exceed 10 hours in any one Working Day and during which time a unit of Equipment cannot practically be used on other Work but must remain on the site in order to continue with its assigned task and during which time the unit is in fully operable condition.

**Structure Work** means the construction, reconstruction, repair, alteration, remodelling, renovation, or demolition of any bridge, building, tunnel, or retaining wall and includes the preparation for and the laying of the foundation of any bridge, building, tunnel, or retaining wall and the installation of Equipment and appurtenances incidental thereto.

**The 127 Rate** means the rate for a unit of Equipment as listed in OPSS.PROV 127, Schedule of Rental Rates for Construction Equipment, Including Model and Specification Reference, that is current at the time the work is carried out or for Equipment that is not so listed, the rate that has been calculated by the Owner, using the same principles as used in determining The 127 Rates.

**Work on a Time and Material Basis** means Changes in the Work, Extra Work, and Additional Work approved by the Contract Administrator for payment on a Time and Material basis. The Work on a Time and Material Basis shall be subject to all the terms, conditions, Standard Specifications and provisions of the Contract.

**Working Time** means each period of time during which a unit of Equipment is actively and of necessity engaged on a specific operation and the first 2 hours of each immediately following period during which the unit is not so engaged but during which the operation is otherwise proceeding and during which time the unit cannot practically be transferred to other Work but must remain on the site in order to continue with its assigned tasks and during which time the unit is in a fully operable condition.

#### **GC 8.02.05.02 Daily Work Records**

- .01 Daily Work Records, prepared as the case may be by either the Contractor's representative or the Contract Administrator reporting the labour and Equipment employed and the Material used on each Time and Material project, should be reconciled and signed each Day by both the Contractor's representative and the Contract Administrator. If it is not possible to reconcile the Daily Work Records, then the Contractor shall submit the un-reconciled Daily Work Records with its claim, whereby the resolution of the dispute about the Daily Work Records shall not be resolved until there is a resolution of the claim.



**GC 8.02.05.03 Payment for Work**

- .01 Payment as herein provided shall be full compensation for all labour, Equipment, and Material to do the Work on a Time and Material Basis except where there is agreement to the contrary prior to the commencement of the Work on a Time and Material Basis. The payment adjustments on a Time and Material basis shall apply to each individual Change Order authorized by the Contract Administrator.

**GC 8.02.05.04 Payment for Labour**

- .01 The Owner shall pay the Contractor for labour employed on each Time and Material project at 135% of the Cost of Labour up to \$3,500, then at 120% of any portion of the Cost of Labour in excess of \$3,500.
- .02 The Owner shall make payment in respect of Payroll Burden for Work on a Time and Material Basis at the Contractor's actual cost of Payroll Burden.
- .03 At the Owner's discretion, an audit may be conducted in which case the actual Payroll Burden so determined shall be applied to all Time and Material work on the Contract.

**GC 8.02.05.05 Payment for Material**

- .01 The Owner shall pay the Contractor for Material used on each Time and Material project at 120% of the Cost of the Material up to \$3,500, then at 115% of any portion of the Cost of Material in excess of \$3,500.

**GC 8.02.05.06 Payment for Equipment**

**GC 8.02.05.06.01 Working Time**

- .01 The Owner shall pay the Contractor for the Working Time of all Equipment, other than Rented Equipment and Operated Rented Equipment, used on the Work on a Time and Material basis at The 127 Rates with a cost adjustment as follows:
  - a) Cost \$12,000 or less - no adjustment;
  - b) Cost greater than \$12,000 but not exceeding \$24,000 - payment \$12,000 plus 90% of the portion in excess of \$12,000; and
  - c) Cost greater than \$24,000 - \$22,800 plus 80% of the portion in excess of \$24,000.
- .02 The Owner shall pay the Contractor for the Working Time of Rented Equipment used on the Work on a Time and Material Basis at 110% of the invoice price approved by the Contract Administrator up to a maximum of 110% of the 127 Rate. This constraint shall be waived when the Contract Administrator approves the invoice price prior to the use of the Rented Equipment.
- .03 The Owner shall pay the Contractor for the Working Time of Operated Rented Equipment used on the Work on a Time and Material Basis at 110% of the Operated Rented Equipment invoice price approved by the Contract Administrator prior to the use of the Equipment on the Work on a Time and Material Basis.

**GC 8.02.05.06.02 Standby Time**

- .01 The Owner shall pay the Contractor for Standby Time of Equipment at 35% of The 127 Rate or 35% of the invoice price whichever is appropriate. The Owner shall pay reasonable costs for Rented Equipment where this is necessarily retained in the Working Area for extended periods agreed to by

the Contract Administrator. This shall include Rented Equipment intended for use on other work, but has been idled due to the circumstances giving rise to the Work on a Time and Material Basis.

- .02 In addition, the Owner shall include the Cost of Labour of operators or associated labourers who cannot be otherwise employed during the Standby Time or during the period of idleness caused by the circumstances giving rise to the Work on a Time and Material Basis.
- .03 The Contract Administrator may require Rented Equipment idled by the circumstances giving rise to the Work on Time and Material Basis to be returned to the lessor until the Work requiring the Equipment can be resumed. The Owner shall pay such costs as a result from such return.
- .04 When Equipment is transported, solely for the purpose of the Work on a Time and Material Basis, to or from the Working Area on a Time and Material basis, payment shall be made by the Owner only in respect of the transporting units. When Equipment is moved under its own power it shall be deemed to be working. The method of moving Equipment and the rates shall be subject to the approval of the Contract Administrator.

**GC 8.02.05.07                      Payment for Hand Tools**

- .01 Notwithstanding any other provision of this Section, no payment shall be made to the Contractor for or in respect of Hand Tools or Equipment that are tools of the trade.

**GC 8.02.05.08                      Payment for Work by Subcontractors**

- .01 Where the Contractor arranges for Work on a Time and Material Basis, or a part of it, to be performed by Subcontractors on a Time and Material basis and has received approval prior to the commencement of such Work, in accordance with the requirements of subsection GC 3.09, Subcontracting by the Contractor, the Owner shall pay the cost of Work on a Time and Material Basis by the Subcontractor calculated as if the Contractor had done the Work on a Time and Material Basis, plus a markup calculated on the following basis:
  - a) 20% of the first \$3,500; plus
  - b) 15% of the amount from \$3,500 to \$12,000; plus
  - c) 5% of the amount in excess of \$12,000.
- .02 No further markup shall be applied regardless of the extent to which the work is assigned or sublet to others. If Work is assigned or sublet to an associate, as defined by the Securities Act, no markup whatsoever shall be applied.

**GC 8.02.05.09                      Submission of Invoices**

- .01 At the start of the Work on a Time and Material Basis, the Contractor shall provide the applicable labour and Equipment rates not already submitted to the Contract Administrator during the course of such Work.
- .02 Separate summaries shall be completed by the Contractor. Each summary shall include the Change Directive or Change Order number and covering dates of the Work and shall itemize separately the labour, Materials, and Equipment. Invoices for Materials, Rented Equipment, and other charges incurred by the Contractor on the Work on a Time and Material Basis shall be included with each summary.

- .03 Each month the Contract Administrator shall include with the monthly progress payment, the costs of the Work on a Time and Material Basis incurred during the preceding month all in accordance with the contract administrative procedures and the Contractor's invoice of the Work on a Time and Material Basis.
- .04 The final summary as per clause 8.02.05.09.02 shall be submitted by the Contractor within 60 Days after the completion of the Work on a Time and Material Basis.

**GC 8.02.05.10                    Payment Other Than on a Time and Material Basis**

- .01 Clause GC 8.02.05 does not preclude the option of the Contract Administrator and the Contractor negotiating a Lump Sum Item or unit price payment for Change in the Work, Extra Work, and Additional Work.

**GC 8.02.05.11                    Payment Inclusions**

- .01 Except where there is agreement in writing to the contrary, the compensation, as herein provided, shall be accepted by the Contractor as compensation in full for profit and all costs and expenses arising out of the Work, including all cost of general supervision, administration, and management time spent on the Work, and no other payment or allowance shall be made in respect of such Work.

**GC 8.02.06                        Final Acceptance Certificate**

- .01 After the acceptance of the Work or, where applicable, after the Warranty Period has expired, the Contract Administrator shall issue the Final Acceptance Certificate. The Final Acceptance Certificate shall not be issued until all known deficiencies have been adjusted or corrected, as the case may be, and the Contractor has discharged all obligations under the Contract.
- .02 Any remaining amount of security shall be released upon Final Acceptance of the Contract.

**GC 8.02.07                        Records**

- .01 The Contractor shall maintain and keep accurate Records relating to the Work, Changes in the Work, Extra Work, Additional Work and claims arising therefrom. Such Records shall be of sufficient detail to support the total cost of the Work, Changes in the Work, Extra Work, Additional Work and claims arising therefrom. The Contractor shall preserve all such original Records until 12 months after the Final Acceptance Certificate is issued or until all claims have been settled, whichever is longer. The Contractor shall require that Subcontractors employed by the Contractor preserve all original Records pertaining to the Work, Changes in the Work, Extra Work, Additional Work and claims arising therefrom for a similar period of time.
- .02 The Owner may inspect and audit the Contractor's Records relating to the Work, Changes in the Work, Extra Work, and Additional Work at any time during the period of the Contract. The Contractor shall supply certified copies of any part of its Records required, whenever requested by the Owner.

**GC 8.02.08                        Taxes**

- .01 Where a change in Canadian Federal or Provincial taxes occurs after the date of tender closing for this Contract, and this change could not have been anticipated at the time of Tender, the Owner shall increase or decrease Contract payments to account for the exact amount of tax change involved.

- .02 Claims for compensation for additional tax cost shall be submitted by the Contractor to the Contract Administrator on forms provided by the Contract Administrator to the Contractor. Such claims for additional tax costs shall be submitted not less than 30 Days after the date of Final Acceptance.
- .03 Where the Contractor benefits from a change in Canadian Federal or Provincial taxes, the Contractor shall submit to the Contract Administrator on forms provided by the Contract Administrator, a statement of such benefits. This statement shall be submitted not later than 30 Days after Final Acceptance.
- .04 Changes in Canadian Federal or Provincial taxes that impact upon commodities, which when left in place form part of the finished Work, or the provision of services, where such services form part of the Work and where the manufacture or supply of such commodities or the provision of such services is carried out by the Contractor or a Subcontractor, are subject to a claim or benefit as detailed above. Services in the latter context means the supply and operation of Equipment, the provision of labour, and the supply of commodities that do not form part of the Work.
- .05 The Contractor shall add the Harmonized Sales Tax (HST) to all invoices.

**GC 8.02.09                      Liquidated Damages**

- .01 When liquidated damages are specified in the Contract and the Contractor fails to complete the Work in accordance with the Contract, the Contractor shall pay such amounts as are specified in the Contract Documents.