

**Chester Street West (Bruce St. N. to Garafraxa St. N.) and
George Street West (College St. N. to Bruce St. N.)
Durham, ON**

**Watermain Replacement Project
Municipality of West Grey**

25-054

February 2026

**Prepared By:
GSS Engineering Consultants Ltd.
Suite 230, 945 3rd Avenue East
Owen Sound, ON N4K 2K8**

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DIVISION 2

Information for Tenderers

TENDER CHECKLIST

**Chester St. West (Bruce St. N to Garafaxa St. N.) and
George Street West (College St. N. to Bruce St. N.)
Durham, ON**

**Watermain Replacement Project
Municipality of West Grey**

Before submitting your tender, check the following points:

1. Has your tender been signed, witnessed, and sealed?
2. Have you enclosed the Tender Deposit i.e., certified cheque or bid bond?
(Whichever is required by the Contract Documents)
3. Have you completed all prices and schedules in the Tender Form?
4. Have you completed information pertaining to any additional price to
extend the tender validity period?
5. Have you enclosed an Agreement to Bond, signed by your proposed
Surety?
6. Have you indicated the number of addenda received during the tender
period?
7. Have you indicated the Contract Time? (time for Completion)
8. Have you listed your Sub-Contractors (if any)?
9. Have you listed your experience in similar work?
10. Have you listed your senior staff?

Note: Your tender will be informal and may be disqualified if ANY of the foregoing points (if applicable) have not been complied with.

PLEASE SUBMIT THIS LIST WITH YOUR TENDER.

Contractor's Signature

**Chester Street West (Bruce St. N. to Garafraxa St. N.) and
George Street West (College St. N. to Bruce St. N.)
Durham, ON**

**Watermain Replacement Project
Municipality of West Grey**

TENDER FOR CONTRACT NO.: 25-054

TENDER CLOSING DATE: March 19, 2026, 3:00pm Local Time

TENDER FOR: Chester Street West (Bruce St. N. to Garafraxa St. N.) and George Street West (College St. N. to Bruce St. N.), Watermain Replacement Project, Durham, ON

IN: MUNICIPALITY OF WEST GREY

Tender submitted by residing at (or place of business) and

residing at (or place of business) _____

comprising the firm of _____

a company duly incorporated under the laws of _____

and having its head office at _____

Hereinafter called "the Tenderer".

Tenders shall be submitted in a sealed envelope with the envelope submission label at the end of **Division 2** to:

Mr. Karl Schipprack
Director of Infrastructure and Development
The Corporation of the Municipality of West Grey
402813 Grey Road 4
Durham, ON N0G 1R0
Email: kschipprack@westgrey.com

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

The Contractor hereby offers to complete the work specified in this Contract for Chester Street West (Bruce St. N. to Garafraxa St. N.) and George Street West (College St. N. to Bruce St. N.), Watermain Replacement Project, Durham, ON, in the Municipality of West Grey, for the following tender prices:

SCHEDULE OF PRICES

Section A: Chester St. West (Bruce St. N. – Countess St. N.)

Item No.	Description	Unit	Est. Qty.	Unit Price	Amount
AA	Road Work				
AA1	Pulverize Asphalt	m ²	900	\$	\$
AA2	Earth Excavation	m ³ (PQP)	450	\$	\$
AA3	New Road Construction				
i)	300 mm Granular "B"	m ²	900	\$	\$
ii)	150 mm Granular "A"	m ²	900	\$	\$
AA4	Paving				
i)	60 mm – Base Course, HL8 on County Road	m ²	340	\$	\$
ii)	50 mm – Surface Course, HL4 on County Road	m ²	340	\$	\$
iii)	50 mm – Surface Course, HL3	m ²	560	\$	\$
AA5	Asphalt Driveway Restoration by HL3A	m ²	140	\$	\$
AB	Concrete Curbs & Sidewalks				
AB1	Removal & Disposal of Existing Curbs & Gutters	m	145	\$	\$
AB2	Removal & Disposal of Existing sidewalks, walkways, steps, ramps, etc.	m ²	48	\$	\$
AB3	Concrete barrier curb per OPSD 600.040	m	145	\$	\$
AB4	New concrete sidewalks 1.5 m wide per OPSD 310.010, 310.020, 310.033, 310.050, complete with expansion joint X-Foam 329.	m ²	55	\$	\$
AB5	Supply & install Tac Plates per OPSD 310.033, 310.039)	ea	10	\$	\$
AB6	Provisional: Hand formed Concrete Steps	ea	1	\$	\$
AC	Provisional: Storm Sewers and Structures				
AC1	100 mm ø subdrains complete with filter sock.	m	110	\$	\$

Item No.	Description	Unit	Est. Qty.	Unit Price	Amount
AD	Watermain & Services				
AD1	Provision of temporary Water Supply	LS	100%	\$	\$
AD2	Removal & disposal of Existing Watermain (all sizes 100 mm ø and larger)	m	128	\$	\$
AD3	PVC DR18 watermain including fittings and connection to existing watermains, tracing wire, excavation, dewatering, if required, backfilling, rock excavation, disposal of surplus or unsuitable materials, bedding, cover material and select backfill or Granular backfill, testing, as specified.				
i)	150 mm ø	m	150	\$	\$
AD4	Supply & install gate valves complete with restraints.				
i)	150 mm ø	ea	4		
AD5	Provisional: Construct watermain offset (detail 1) complete with all required elbows, spool pipe, blocking, restraints & anodes.				
i)	150 mm ø	ea	1	\$	\$
AD6	Supply/install PE Service Pipe Municipex. Price for each service to incl. service saddles, main & curb stops, service box, SS rods, cathodic protection on all metallic fittings, trenching, select backfill or Granular backfill as specified up to road subgrade, bedding, dewatering, rock excavation, couplers/fitting to connect private service to new CS, electrical grounding plate and all other works required to complete the service installation.				
i)	North Side – 19 mm ø	ea	2	\$	\$
ii)	South Side – 19 mm ø	ea	ø	\$	\$

Item No.	Description	Unit	Est. Qty.	Unit Price	Amount
AD7	Fire Hydrant	ea	1	\$	\$
AE	Sanitary Sewers	ea	1	\$	\$
AE1	Provisional: Supply/install sanitary sewer cleanouts at property line location. *Precise locations to be determined by CCTV completed by West Grey.				
i)	North Side	ea	1	\$	\$
ii)	South Side	ea	1	\$	\$
AF	Restoration Items				
AF4	Gravel Driveway Restoration	----	----	----	----
AF2	Topsoil and Sod Restoration	m ²	100	\$	\$
AF3	Layout Stakes	LS	100%	\$	\$
AF4	Property bar replacement	LS	100%	\$	\$
SUBTOTAL SECTION A				\$	

Section B: Chester Street West (Countess St. N. to Queen St. N.)

Item No.	Description	Unit	Est. Qty.	Unit Price	Amount
BA	Road Work				
BA1	Pulverize Asphalt	m ²	920	\$	\$
BA2	Earth Excavation	m ³ (PQP)	460	\$	\$
BA3	New Road Construction				
i)	300 mm Granular "B"	m ²	920	\$	\$
ii)	150 mm Granular "A"	m ²	920	\$	\$
BA4	Paving				
i)	50 mm – Surface Course, HL3	m ²	920	\$	\$
BA5	Asphalt Driveway Restoration by HL3A	m ²	66	\$	\$
BB	Concrete Curbs & Sidewalks				
BB1	Removal & Disposal of Existing Curbs & Gutters	m	172	\$	\$
BB2	Removal & Disposal of Existing sidewalks, walkways, steps, ramps, etc.	m ²	95	\$	\$
BB3	Concrete barrier curb per OPSD 600.040	m	172	\$	\$
BB4	New concrete sidewalks 1.5 m wide per OPSD 310.010, 310.020, 310.033, 310.050 c/w X-Foam 329 Expansion joint.	m ²	95	\$	\$
BB5	Supply & install Tac Plates per OPSD 310.033, 310.039)	ea	6	\$	\$
BB6	Concrete walkways	m ²	5	\$	\$
BC	Storm Sewers & Structures				
BC1	Removal & disposal of Cast-in Place and Precast Structures (all sizes)	ea	2	\$	\$
BC2	Removal & disposal of existing storm sewers (all sizes and types)	m	25	\$	\$
BC3	Provisional: Removal & disposal of Transite Pipe (storm & sanitary, All sizes)	m	5	\$	\$
BC4	Provisional: 100 mm ø Subdrains c/w Filter Sock	m	236	\$	\$

Item No.	Description	Unit	Est. Qty.	Unit Price	Amount
BC5	Supply & install storm sewers complete with granular bedding, cover material and backfill				
i)	300 mm ø PVC	m	12	\$	\$
BC6	Supply and install storm structures				
i)	"New "Catch Basin #161 - 600 mm X 600 mm per OPSD 705.010 c/w OPSD 400.110	ea	1	\$	\$
BD	Watermain And Services				
BD1	Provision of temporary Water Supply –	LS	100%	\$	\$
BD2	Removal & disposal of Existing Watermain (all sizes 100 mm ø and larger)	m	157	\$	\$
BD3	PVC DR18 watermain including fittings, connection to existing watermain, tracing wire, excavation, dewatering, if required, backfilling, rock excavation, disposal of surplus or unsuitable materials, bedding, cover material and select backfill or Granular backfill. Testing, as specified.				
i)	150 mm ø DR-18	m	152	\$	\$
BD4	Supply & install gate valves complete with restraints.				
i)	150 mm ø	ea	4	\$	\$
BD5	Provisional: Construct watermain offset (detail 1) complete with all required elbows, spool pipe, blocking, restraints & anodes				
i)	150 mm ø	ea	1	\$	\$

Item No.	Description	Unit	Est. Qty.	Unit Price	Amount
BD6	Supply and install PE Service Pipe Municipex. Price for each service to include service saddles, main and curb stops, service box, SS rods, cathodic protection plus Denso tape on all metallic fittings, trenching, select backfill or Granular backfill as specified, up to road subgrade, bedding, dewatering, rock excavation, couplers/fitting to connect private service to new CS, electrical grounding plate and all other works required to complete the service installation.				
i)	North Side – 19 mm ø	ea	3	\$	\$
ii)	South Side – 19 mm ø	ea	4	\$	\$
BD7	Provisional: Fire Hydrant	ea	1	\$	\$
BE	Sanitary Sewers				
BE1	Supply and install sanitary service cleanouts only on existing sanitary service at property lane. Precise locations to be determined by CCTV completed by West Grey.				
i)	North Side	ea	3	\$	\$
ii)	South Side	ea	3	\$	\$
BF	Restoration Items				
BF1	Gravel Driveway Restoration	m ²	20	\$	\$
BF2	Topsoil and Sod Restoration	m ²	400	\$	\$
BF3	Layout Stakes	LS	100%	\$	\$
BF4	Property bar replacement	LS	100%	\$	\$
SUBTOTAL SECTION B				\$	

Section C: Chester Street West (Queen St. N. to Garafraxa St. N.)

Item No.	Description	Unit	Est. Qty.	Unit Price	Amount
CA	Road Work				
CA1	Pulverize Asphalt	m ²	744	\$	\$
CA2	Earth Excavation	m ³ (PQP)	472	\$	\$
CA3	New Road Construction				
i)	300 mm Granular "B"	m ²	744	\$	\$
ii)	150 mm Granular "A"	m ²	744	\$	\$
CA4	Paving				
i)	100 mm – Base Course - HL8 on Garafraxa St. N.	m ²	40	\$	\$
ii)	50 mm – Surface Course – HL4 on Garafraxa St. N.	m ²	40		
iii)	50 mm – Surface Course – HL3	m ²	704		
CA5	50 mm – Driveways – HL3A	m ²	65		
	Concrete Curbs & Sidewalks				
CB1	Removal & Disposal of Existing Curbs & Gutters	m	156	\$	\$
CB2	Removal & Disposal of Existing sidewalks, walkways, steps, ramps, etc.	m ²	40	\$	\$
CB3	Concrete barrier curb				
i)	per OPSD 600.040	m	156	\$	\$
ii)	Provisional: per OPSD 600.030	m	10	\$	\$
CB4	New concrete sidewalks 1.5 m wide per OPSD 310.010, 310.020, 310.033, 310.050 complete with X-Foam 329 expansion joint.	m ²	40	\$	\$
CB5	Supply & install Tac Plates per OPSD 310.033, 310.039)	ea	6	\$	\$
CB6	Concrete walkways	m ²	----	----	----
CB7	Concrete driveways per OPSD 351.010, OPSD 310.020, OPSD 310.033, OPSD 310.050, complete with X-Foam 329 expansion joint.	m ²	25	\$	\$

Item No.	Description	Unit	Est. Qty.	Unit Price	Amount
CC	Storm Sewers & Structures				
CC1	Provisional: Removal & disposal of Cast-in Place and Precast Structures (all sizes)	ea	1	\$	\$
CC2	Removal & disposal of existing storm sewers (all sizes and types)	m	16	\$	\$
CC3	Provisional: Removal & disposal of Transite Pipe (storm & sanitary, All sizes)	m	10	\$	\$
CC4	Provisional: 100 mm ø Subdrains c/w Filter Sock	m	100	\$	\$
CC5	Supply & install storm sewers complete with granular bedding, cover material and backfill				
i)	300 mm ø PVC	m	24	\$	\$
CC6	Supply and install storm structures				
i)	"New" STMMH 164 1,200 mm ø	ea	1	\$	\$
CD	Watermain And Services				
CD1	Provisions of temporary Water Supply	LS	100%	\$	\$
CD2	Removal & disposal of Existing Watermain (all sizes 100 mm ø and larger)	m	117	\$	\$
CD3	PVC DR18 watermain including fittings and connection to existing watermains, tracing wire, excavation, dewatering, if required, backfilling, rock excavation, disposal of surplus or unsuitable materials, bedding, cover material and select backfill or Granular backfill. Testing, as specified.				
i)	150 mm ø DR-18	m	142	\$	\$
CD4	Supply & install gate valves complete with restraints				
i)	150 mm ø	ea	3	\$	\$

Item No.	Description	Unit	Est. Qty.	Unit Price	Amount
CD5	Provisional: Construct watermain offset (detail 1) complete with all required elbows, spool pipe, blocking, restraints & anodes				
i)	150 mm ø	ea	1	\$	\$
CD6	Supply and install PE Service Pipe Municipex. Price for each service to include service saddles, main and curb stops, service box, SS rods, cathodic protection plus Denso tape on all metallic fittings, trenching, select backfill or Granular backfill as specified, up to road subgrade, bedding, dewatering, rock excavation, couplers/fitting to connect private service to new CS, electrical grounding plate and all other works required to complete the service installation.				
i)	North Side – 19 mm ø	ea		\$	\$
ii)	South Side – 19 mm ø	ea		\$	\$
CD7	Fire Hydrant	ea	1	\$	\$
CD8	Supply and install 200 mm ø S.S. tapping sleeve and valve complete with valve box.	ea	1	\$	\$
CE	Sanitary Sewers				
CE1	Supply and install sanitary service cleanouts only on existing sanitary service at property lane. Precise locations to be determined by CCTV completed by West Grey.				
i)	North Side	ea	3	\$	\$
ii)	South Side	ea	1	\$	\$
CF	Restoration Items				
CF1	Gravel Driveway Restoration	m ²	36	\$	\$
CF2	Topsoil and Sod Restoration	m ²	325	\$	\$
CF3	Layout Stakes	LS	100%	\$	\$
CF4	Property bar replacement	LS	100%	\$	\$
SUBTOTAL SECTION C				\$	

Section D: George Street West (College St. N. to Bruce St. N.)

Item No.	Description	Unit	Est. Qty.	Unit Price	Amount
DA	Road Work				
DA1	Pulverize Asphalt	m ²	1440	\$	\$
DA2	Earth Excavation	m ³ (PQP)	720	\$	\$
DA3	New Road Construction				
i)	300 mm Granular "B"	m ²	1440	\$	\$
ii)	150 mm Granular "A"	m ²	1440	\$	\$
DA4	Paving				
i)	50 mm – Surface Course, HL3	m ²	1440	\$	\$
DA5	Asphalt Driveway Restoration by HL3A	m ²	185	\$	\$
DB	Concrete Curbs & Sidewalks				
DB1	Removal & Disposal of Existing Curbs & Gutters	m	357	\$	\$
DB2	Removal & Disposal of Existing sidewalks, walkways, steps, ramps, etc.	m ²	420	\$	\$
DB3	Concrete barrier curb per OPSD 600.040	m	357	\$	\$
DB4	New concrete sidewalks 1.5 m wide per OPSD 310.010, 310.020, 310.033, 310.050 complete with X-Foam 329 expansion joint.	m ²	516	\$	\$
DB5	Supply & install Tac Plates per OPSD 310.033, 310.039)	ea	2	\$	\$
DB6	Concrete walkways	m ²	20	\$	\$
DB7	Concrete driveways per OPSD 351.010, OPSD 310.020, OPSD 310.033, OPSD 310.050, complete with X-Foam 329 expansion joint.	m ²	36	\$	\$
DB8	Concrete catch basin apron OPSD705.002.	ea	1	\$	\$
DB9	Provisional: Concrete Steps	ea	2	\$	\$

Item No.	Description	Unit	Est. Qty.	Unit Price	Amount
DC	Storm Sewers & Structures				
DC1	Removal & disposal of Cast-in Place and Precast Structures (all sizes)	ea	1	\$	\$
DC2	Removal & disposal of existing storm sewers (all sizes and types)	m	4	\$	\$
DC3	Provisional: Removal & disposal of Transite Pipe (storm & sanitary, All sizes)	m	2	\$	\$
DC4	Provisional: 100 mm ø Subdrains c/w Filter Sock	m	520	\$	\$
DC5	Supply & install storm sewers complete with granular bedding, cover material and backfill.				
i)	300 mm ø PVC	m	4	\$	\$
DC6	Supply and install storm structures				
i)	Catch Basin #223 - 600 mm X 600 mm per OPSD 400.110 and 705.010	ea	1	\$	\$
DC7	Provisional: Connect existing small diameter sewers (150mm ø & smaller to new storm sewer or concrete structures)	m	1	\$	\$
DC8	Provisional: Supply & install rear yard catchbasins behind curbs and connect to proposed sewer	ea	1	\$	\$
DD	Watermain And Services				
DD1	Provision of temporary Water Supply –	LS	100%	\$	\$
DD2	Removal & disposal of Existing Watermain (all sizes 100 mm ø and larger)	m	336	\$	\$
DD3	PVC DR18 watermain including fittings, connection to existing watermains, tracing wire, excavation, dewatering, if required, backfilling, rock excavation, disposal of surplus or unsuitable materials, bedding, cover material and select backfill or Granular backfill. Testing, as specified.				
i)	Provisional: 150 mm ø DR-18	m	6	\$	\$
ii)	150 mm ø DR-18	m	336	\$	\$

Item No.	Description	Unit	Est. Qty.	Unit Price	Amount
DD4	Supply & install gate valves complete with restraints.				
i)	150 mm ø	ea	3	\$	\$
DD5	Provisional: Construct watermain offset (detail 1) complete with all required elbows, spool pipe, blocking, restraints & anodes				
i)	150 mm ø	ea	1		
DD6	Supply and install PE Service Pipe Municipex. Price for each service to include service saddles, main and curb stops, service box, SS rods, cathodic protection plus Denso tape on all metallic fittings, trenching, select backfill or Granular backfill as specified, up to road subgrade, bedding, dewatering, rock excavation, couplers/fitting to connect private service to new CS, electrical grounding plate and all other works required to complete the service installation.				
i)	North Side – 19 mm ø	ea	13	\$	\$
ii)	South Side – 19 mm ø	ea	11	\$	\$
DD7	Fire Hydrant				
i)	Remove existing fire hydrants and deliver to municipal yard.	ea	1	\$	\$
ii)	Supply and install “new” fire hydrants and appurtenances.	ea	1	\$	\$
DE	Sanitary Sewers				
DE1	Supply and install sanitary service cleanouts only on existing sanitary service at property lane. Precise locations to be determined by CCTV provided by West Grey.				
i)	North Side	ea	13	\$	\$
ii)	South Side	ea	10	\$	\$

Item No.	Description	Unit	Est. Qty.	Unit Price	Amount
DF	Restoration Items				
DF1	Gravel Driveway Restoration	m ²	70	\$	\$
DF2	Topsoil and Sod Restoration	m ²	1100	\$	\$
DF3	RAP Driveway Restoration	m²		\$	\$
DF4	Layout Stakes	LS	100%	\$	\$
DF5	Property bar replacement	LS	100%	\$	\$
SUBTOTAL SECTION D				\$	

Section E: Miscellaneous

Item No.	Description	Unit	Est. Qty.	Unit Price	Amount
E	Miscellaneous				
E1	Mobilization, Demobilization, and Site Cleanup	LS	100%	\$	\$
E2	Traffic and pedestrian control.	LS	100%	\$	\$
E3	Provisional: Dust Control				
i)	By using Calcium Chloride	tonne	1.5	\$	\$
ii)	By water spray	m ³	50	\$	\$
E4	Provisional: Disposal of unsuitable excavated earth to Bentinck landfill.	m ³	100	\$	\$
E5	Bonding, Insurance, Permits and Fees	LS	100%	\$	\$
E6	Provisional: Contractor's Hourly Rates to complete additional work on Time & Material basis as directed by engineer				
i)	Excavator (Dig Depth 6m+) Includes: Operator/Buckets/Packers/Hammers	HR	10 HRS	\$	\$
ii)	Excavator (Dig Depth 6m-) Includes: Operator/Buckets/Packers/Hammers	HR	10 HRS	\$	\$
iii)	Rubber Tired Backhoe Includes: Operator/Buckets/Packers/Hammers	HR	10 HRS	\$	\$
iv)	Road Grader Includes: Operator/GPS & Support Staff	HR	10 HRS	\$	\$
v)	Mini-Excavator Includes: Operator/Buckets/Packers/Hammers	HR	10 HRS	\$	\$
vi)	Front End Loader Includes: Operator/Buckets/Hammers/Sweepers/Folks	HR	10 HRS	\$	\$
vii)	Bulldozer (JD 650 or larger) Includes: Operator/Buckets/Packers/GPS	HR	10 HRS	\$	\$
viii)	Skid-Steer Loader Includes: Operator/Buckets/Packers/Hammers/Sweepers	HR	10 HRS	\$	\$
ix)	Tri-Axle Dump Truck c/w operator	HR	10 HRS	\$	\$
x)	Tandem-Axle Dump Truck c/w operator	HR	10 HRS	\$	\$

Item No.	Description	Unit	Est. Qty.	Unit Price	Amount
xi)	Ride on Compactor (Padfoot or Smooth Drum) c/w operator	HR	10 HRS	\$	\$
xii)	Project Supervisor c/w Truck and hand tools	HR	10 HRS	\$	\$
xiii)	Pipe Layer c/w Hand Tools	HR	10 HRS	\$	\$
xiv)	General Laborer/Pipe Helper c/w Hand Tools	HR	10 HRS	\$	\$
xv)	Flag Person (2 personnel with safety equipment)	HR	10 HRS	\$	\$
E7	Preconstruction crack survey	LS	100%	\$	\$
E8	Contingency Allowance	LS	100%	\$ 50,000	\$ 50,000
SUB-TOTAL SECTION E				\$	
SUB-TOTAL SECTION A				\$	
SUB-TOTAL SECTION B				\$	
SUB-TOTAL SECTION C				\$	
SUB-TOTAL SECTION D				\$	
SUB-TOTAL SECTION E				\$	
TOTAL TENDER PRICE (Excluding HST)				\$	

Contract Time

All Work under this Contract must be completed to Substantial Performance within _____ *weeks from the date of the Contract Administrator's written instructions to commence work, and this time will become the Contract Time.

* To be completed by Tenderer

NOTE: All work including paving must be completed by October 31, 2026.

List of Tender Documents

- A. TENDER FORM (Division 1)
- B. INFORMATION TO TENDERERS (Division 2)
- C. GENERAL SPECIAL PROVISIONS (Division 3)
- D. ITEM SPECIAL PROVISIONS (Division 4)
- E. LIQUIDATED DAMAGES AND CONTRACT TIME (Division 5)
- F. SUPPLEMENTAL CONDITIONS OF THE CONTRACT (Division 6)
- G. OPSS.MUNI 100 GENERAL CONDITIONS OF CONTRACT – NOVEMBER 2024 (Division 7)
- H. CONTRACT DRAWINGS

As issued with the Contract Documents and as listed below.

Drawing No.	Drawing Name
25-054-TP	Title Sheet and Index
25-054-01	Existing Conditions
25-054-02	Existing Conditions
25-054-03	Chester St. W. – Plan & Profile 0+000 to 0+160
25-054-04	Chester St. W. – Plan & Profile 0+160 to 0+320
25-054-05	Chester St. W. – Plan & Profile 0+320 to 0+415
25-054-06	George St. W. – Plan & Profile 0+000 to 0+120
25-054-07	George St. W. – Plan & Profile 0+120 to 0+240
25-054-08	George St. W. – Plan & Profile 0+240 to 0+380
25-054-09	Standards and Details

TENDERER'S EXPERIENCE IN SIMILAR WORK*			
Year Completed	Description of Work	For Whom Work Performed	Value

*To be completed by Tenderer. Tenderer is to note that the references shall form part of the Tender and will be considered by Owner/Consultant for award of the project.

TENDERER'S EQUIPMENT

The Tenderer shall list all equipment he proposes to use on the Work:

NOTE: Tenderer shall ensure that all equipment planned for compaction activities under this contract is listed and described in detail. The Engineer reserves the right to specify additional compaction equipment be used should the listed equipment fail to ensure adequate compaction. All equipment capable of generating vibration not to exceed 20 mm/s peak particle velocity (PPV).

PERIOD OF VALIDITY OF TENDER

This offer shall be irrevocable for a period of thirty days (30 days) following the date of tender closing at the prices bid in the Tender Form.

The Contractor is to tender an extra lump sum in the following space to extend the period of validity of the Tender from 30 days to 60 days = \$_____

The foregoing lump sum shall apply regardless of any difference between the final contract price and the original contract price.

The Owner may, at its discretion take into account the extra lump sum tendered above when comparing tenders for awarding a contract.

Failure of the tenderer to enter the extra lump sum price in the space provided above shall mean that the extra lump sum shall be considered as NIL.

DECLARATION OF TENDERER

The Tenderer has carefully examined the Contract Documents listed herewith and understands and accepts the conditions set out herein.

Included with this Tender Form is a properly completed Agreement to Bond and a Tender Deposit in the form of a certified cheque or Bid Bond made payable to the Owner in the amount as set out in the Contract Documents. This deposit is subject to the conditions set out in the Information for Tenderers.

The Tenderer acknowledges that Addendum/Addenda No. _____ to _____* inclusive has/have been received and that all changes specified in the Addendum/Addenda have been included in the prices submitted. (Addendums must be signed for validity of tender).

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

The Tenderer further declares that his tender is made without any connection, comparison of figures or arrangements with, or knowledge of, any other person, partnership or corporation making a tender for the same work and is in all respects made without collusion or fraud.

The Tenderer by this Tender offers to furnish all labour, equipment and material, except as specified otherwise, for the performance of the Work for the item prices set forth in the tender, all in accordance with the Contract Documents.

Dated at _____ this _____ day of _____, 2026

_____ Signature	_____ Signature (Witness)	Corporate Seal
_____ Print Name	_____ Print Name (Witness)	
_____ Position	_____ Position	

I have the authority to bind the Corporation.

* To be completed by the Tenderer (enter NIL if no addenda are issued).

APPENDIX A

Tender Deposit Requirements

TOTAL CONTRACT PRICE*	DEPOSIT REQUIRED
\$20,000.00 or less	\$ 500.00
\$ 20,000.01 to \$ 50,000.00	\$ 1,000.00
\$ 50,000.01 to \$ 100,000.00	\$ 2,000.00
\$ 100,000.01 to \$ 250,000.00	\$ 9,000.00
\$ 250,000.01 to \$ 500,000.00	\$ 19,000.00
\$ 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

*** excluding HST**

DIVISION 1

Form of Tender

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1.0 SCOPE OF WORK

The scope of work to be completed under this Tender #25-054 includes the following:

- The supply and installation of new storm sewers.
- Catchbasins complete with precast maintenance holes, frames and covers.
- New curb and gutter system and new sidewalks complete with tactile plates.
- Restoration of all areas disturbed during construction.
- Supply and installation of new PVC DR 18 replacement watermains.
- Replacement of existing water services up to property limit.
- Provision of cleanout on existing sewer services that have buried cleanout caps. Relocate services at property limit, if needed.
- Removal of asphalt from road surface, recycle in trenches and repave the road.
- New fire hydrant and appurtenances.
- Road, lawn and driveway restoration, as required.
- Clearing and grubbing, as indicated on plans and when authorized by Engineer.

2.0 INTERPRETATION

In this document,

- a) "Corporation" or "Owner" means the Corporation of the Municipality of West Grey.
- b) "Unit Price" or "Unit Prices" means the singular or plural of unit prices or Tender prices bid by Contractor.
- c) "Work" or "Works" means the work or Work included under this Contract.
- d) "Contract" means the Work to be completed under this Contract and may also mean the contract (Agreement) between the Owner and the Contractor.
- e) "Contract Administrator" or "Engineer" or "Owner's agent" means GSS Engineering Consultants Ltd.

- f) "Contract Documents" or "Tender Documents" include the Tender Form, Information for Tenderers, Standard Contract Forms, General Special Provisions, Item Special Provisions, Liquidated Damages and Contract Time, Supplemental General Conditions of Contract, OPSS MUNI 100 General Conditions of Contract (2018) and the Contract Drawings and any other documents listed in the documents and any addenda thereto issued by the Owner or the Contract Administrator.
- g) The specifications and documents herein are referenced in most cases to the Ontario Provincial Standards (OPS) for construction and material specifications and OPS Drawings (OPSD). Contractor to refer to additional OPS and OPSD for relevant items.
- h) OPSS MUNI 100 General Conditions of Contract (November, 2018) apply unless modified by the Supplementary General Conditions (if any), the Special Provisions or Information for Tenderers.

3.0 COMPLETION OF TENDER FORM

- 3.1 All entries in the Tender Form shall be clear and legible and made in ink. All items shall be tendered according to any instruction in the Contract Documents and with entries made for Unit Price, lump sum and amounts as appropriate. The Tender Form is to be dated and signed.
- 3.2 Alterations may be made providing they are legible and initialed by the Tenderer's signing officer. Tenders that are incomplete, conditional, illegible and obscure or contain additions not called for, reservations, erasures, alterations incorrectly submitted or have irregularities of any kind may be rejected.
- 3.3 Tenders to be considered must be submitted on the Tender Form provided.
- 3.4 The "Tender Checklist" must be completed and signed by the Tenderer's signing officer and submitted with the Tender.

4.0 DELIVERY AND OPENING OF TENDERS

- 4.1 Tenders, sealed in a plain envelope shall be clearly marked with the contract title and the contract number by way of the "Submission Label" provided at the end of **Division 2** and will be received by the Owner at the time and place designated for receipt of Tenders. The Owner will mark the Tender envelopes with the time and date that the envelope was received in the Municipal office. The use of any means of delivery of a Tender shall be at the risk of the Tenderer.
- 4.2 The Tender envelopes will be opened publicly shortly after the Tender closing time by the Owner.
- 4.3 Tenders received after the specified time and date of the Tender closing will not be considered.

5.0 WITHDRAWAL OR ALTERATION OF TENDERS

- 5.1 A Tenderer who has submitted a Tender may submit a further Tender at any time up to the specific time and date for Tender closing. The last Tender received shall supersede and invalidate all Tenders previously submitted by that Tenderer for this contract.
- 5.2 A Tenderer may withdraw or alter the Tender at any time up to the specified time and date for Tender closing by submitting a letter bearing the Tender's signature and seal to the Owner or Contract Administrator who will mark thereon the time and date of receipt. The Tender's name and the contract number shall be shown on the envelope containing such letter. Faxes, e-mails or telephone calls will not be accepted.

6.0 UNBALANCED TENDERS AND DISCREPANCIES

- 6.1 Tenders that contain prices that appear to be unbalanced as likely to adversely affect the interests of the Owner may be rejected.
- 6.2 Wherever the Amount tendered for an item does not agree with the extension of the estimate quantity and the Tendered Unit Price, the Unit Price shall govern the Amount and the Total Tender Price shall be corrected accordingly.
- 6.3 The Owner will correct mathematical discrepancies by appropriate means to arrive at the correct Total Tender Price. Where an error has been made in transferring an amount from one part of the Tender to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the Total Tender Price shall be corrected accordingly.
- 6.4 The Owner shall correct any error(s) in transfer of quantities corrected by an Addendum, to the Tender Form, and calculate the correct bid price.
- 6.5 Where the Tender documents do not state a definite completion date (Contract Time) and the submitted Tender is based on an unreasonable period of time for completion of the Work, the Tender may be rejected.
- 6.6 Tenderers who have submitted Tenders that have been rejected by the Owner will normally be notified of the reasons for the rejection within 10 days of the specified time and date for Tender closing.

7.0 ENQUIRIES, OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

- 7.1 All tender inquiries shall be submitted in writing through bid hosting site.
- 7.2 Should a Tenderer find omissions or discrepancies in any of the Contract Documents or should the Tenderer be in doubt as to the meaning of any part of such documents, the Tenderer should submit questions through bid hosting site.

If the Engineer/Owner considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued to all who have taken out Contract Documents.

No oral explanation or interpretation will modify any of the requirements or provisions of the Contract Documents.

Deadline for questions shall be 72 hours before Tender closing date and time.

8.0 TENDER DEPOSIT

8.1 Each Tender shall include a Tender deposit in the form of a certified cheque, bid bond, bank draft or money order in the amount stated in the Contract Documents. The Tender deposit amount shall be in accordance with **Appendix A** of the Tender Form.

9.0 ACCEPTANCE OR REJECTION OF TENDERS

9.1 The Owner reserves the right to reject any or all Tenders, and to waive formalities as the interests of the Owner may require, without stating reasons, therefore. The lowest or any Tender will not necessarily be accepted.

9.2 Subject to the General Conditions and except as provided hereunder, neither the Owner's agent nor any employee of the Owner has authority to make or accept an offer or to enter into a contract on behalf of the Owner or to create any rights against or to impose any obligations on the Owner. The recommendation of a Tender to the Owner for acceptance does not constitute acceptance of the Tender by the Owner.

9.3 Tenders not accompanied by a certified cheque or other acceptable security, if required, in the correct amount, may be rejected.

9.4 The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Tenderer prior or subsequent to or by reason of the acceptance or the non-acceptance by the Owner of any Tender or by reason of any delay in the acceptance of a Tender except as provided in the Tender.

9.5 The Tender offer shall be irrevocable for a period of thirty (30) days following the date of Tender closing, at the prices tendered in the Tender Form. All bidders are instructed to bid, in the space provided on the last page of the Tender Form, an extra lump sum price to extend the validity period of the Tender from 30 days to 45 days. If, at the sole discretion of the Owner, a contract for the Work under this Tender is awarded, but this award does not occur within the initial 30 day validity period, the extra amount tendered to extend the validity period from 30 days to 45 days will be added as a new item before the Total Contract Price in the Tender Form. This extra amount so tendered will be paid to the Contractor monthly in proportion to the total amount paid each month, before HST.

9.6 Tenders found to be “informal” shall be rejected for the following reasons:

No.	Irregularity	Response
1.	Late Submissions.	Rejection; not opened or read publicly. Submission to be returned to submitter.
2.	Insufficient Financial Security (No Tender Security or Agreement to Bond or insufficient Tender Security).	Automatic Rejection for no bid deposit. Automatic Rejection for no agreement to bond. 48 hours to correct shortfall in bid deposit if less than required by no more than 10%.
3.	Conditional Bids (Bids qualified or restricted by an attached statement).	Automatic rejection unless, in the opinion of Department Head and Manager of Purchasing, the qualification or restriction is insignificant.
4.	Illegible or obscure Bids, non-initialed erasures, non-initialed alterations.	Automatic rejection.
5.	Documents, in which all necessary Addenda which have significant financial or scope implications in the opinion of the Purchasing Manager and user group, have not been acknowledged.	Automatic rejection.
6.	Documents in which all necessary Addenda which do not have significant financial or scope implications in the opinion of the Manager of Purchasing and user group and have not been acknowledged.	48 hours to submit.
7.	Bids received from bidders who did not attend mandatory site visit(s).	Automatic rejection.
8.	Bids received on documents other than those provided by the Municipality, when specified to do so.	Automatic rejection.
9.	Failure to insert the bidder’s business name in the space(s) provided on Mandatory Submission Pages.	48 hours to submit.
10.	Failure to include signature of the person authorized to bind the bidder in the space provided on the Tender / Proposal Form.	48 hours to submit.

No.	Irregularity	Response
11.	More than one submission from the same submitter and not identified as an alternative or optional submission and no written withdrawal notice has been received.	The submission package bearing the most recent date/time stamp will be considered the intended submission and the previously date/time stamped submissions will be considered withdrawn and will be returned to sender, unopened.
12.	Bids Containing Mathematical Errors	<p>If the amount tendered for a unit price item does not agree with the extension of the estimated quantity and the tendered unit price, or if the extension has not been made, the unit price shall govern, and the total price shall be corrected accordingly.</p> <p>If both the unit price and the total price are left blank, the Bid will be rejected as incomplete.</p> <p>If the unit price is left blank but a total price is shown for the item, the unit price shall be corrected according to the total provided.</p> <p>If the Tender contains an error in addition and/or subtraction in the approved tender documentation format requested (i.e. not the additional supporting documentation supplied), the error shall be corrected, and the corrected total Contract price shall govern.</p> <p>Tenders containing prices which appear to be so unbalanced as to likely affect the interests of the Municipality adversely will be clarified and may be rejected.</p>
13.	Other minor irregularities	Purchasing, in conjunction with the Director of Financial Services shall have authority to waive irregularities, which they jointly consider to be minor.
14.	Any irregularity	Despite all provisions herein contained, purchasing department in conjunction with the members of the Senior Management Team may waive any irregularity where it considers it to be in the best interest of the Municipality.

10.0 CONTRACT AWARD PROCEDURES

10.1 Unless stated otherwise, the following procedures will apply:

- (a) The Owner will notify the successful Tenderer, within the validity period following the Tender opening (subject to **Clause 9.5** above), that his Tender has been accepted.
- (b) Notice of acceptance of Tender will be by telephone and by written notice.
- (c) The required Agreement between Owner and the Contractor will be sent to the successful Tenderer immediately after acceptance of the Tender. The Tenderer shall fully execute and return the Agreement together with the applicable bonds, certificate of liability insurance and any other required documents to the Owner within 10 days of the date of receipt.
- (d) Following receipt of the properly executed Agreement, certificate of liability insurance, the contract bonds and other documents, the Contractor will receive written authority to proceed with the Work.

11.0 RELEASE OF TENDER DEPOSIT

- 11.1 The Tender deposit received with the lowest and second lowest Tenders will be retained until the required Agreement has been executed with the Owner, following which the Tender deposit received with the lowest and second lowest Tenders will be returned.

Tender deposits of all other Tenderers will be returned within seven (7) business days of the opening of the Tenders.

12.0 BONDING REQUIREMENTS

- 12.1 The Tenderer shall include with the Tender an Agreement to Bond, in the appropriate form, jointly executed by the Tenderer and the surety company from which the bonds will be obtained. Such surety company shall satisfy conditions of **Clause 12.2** below.

- 12.2 The successful Tenderer shall provide to the Owner a Performance Bond in the amount of 100% of the Contract Price and in a form acceptable to the Owner. The Performance Bond shall cover the faithful performance of the contract including corrections after final payment.

The successful Contractor shall provide to the Owner a separate Labor and Material Payment Bond from the same surety providing the Performance Bond in the amount of 50 % of the Total Contract Price and in a form acceptable to the Owner and covering the payment of accounts incurred by the Contractor during the performance of the Work on this contract.

The Performance Bond and Labor and Material Payment Bonds shall be taken out with a guarantee surety company authorized by law to carry out business in the Province of Ontario and having an office in Ontario.

The bonds shall be furnished to the Owner through the Contract Administrator prior to the signing of the Agreement.

13.0 MAINTENANCE PERIOD AND SECURITY

The warranty period for the Work shall commence at the date of Substantial Performance of the Work and shall extend for a period of **twelve (12)** months from such date unless otherwise specified for various sections of the Work.

Contractors are advised that cash will be held back toward the latter portion of the construction period to enforce the warranty period.

The Contractor shall provide to the Owner for the duration of the period of maintenance, a maintenance security, the value of which shall be **5%** of the Total Contract Price (exclusive of HST) at the time of Substantial Performance. The maintenance security, which is at no time a part of the statutory holdback or deficiencies holdback, shall be retained by the Owner in increments from monies that would otherwise be payable to the Contractor, commencing during the latter part of the period of construction, so that by the date of Substantial Performance of the Work, the full value of the required maintenance security has been retained.

The maintenance security, less any deductions made there from as provided for in the Contract, shall be paid to the Contractor following the issuance by the Contract Administrator of the final certificate at the end of the maintenance period. No interest shall be paid to the Contractor for the retained maintenance security.

The Contractor may apply in writing to the Contract Administrator at the time of Substantial Performance to substitute for the monies retained as the maintenance security with an alternative maintenance security of equivalent or greater value comprising of:

- a) one or more irrevocable letters of credit or
- b) another readily negotiable security

Acceptance of any such alternative shall be at the discretion of the Contract Administrator and the solicitor for the Owner.

Following receipt and acceptance of any such alternative, the Contract Administrator shall recommend release to the Contractor the monies previously retained for maintenance security purposes.

The Contract Administrator may, in his discretion, allow the total maintenance security to be made up in part of monies retained under the Contract and in part of an alternative maintenance security as indicated in (a) and (b) above provided that the total value of such parts, as determined by the Contract Administrator, shall be not less than the required value of the maintenance security.

Such alternative maintenance security or the monies derived there from, less any deductions made as provided for in the Contract, shall be released to the Contractor following the issuance by the Contract Administrator of the final certificate at the end of the period of maintenance.

It is the Contractor's responsibility to request the release of maintenance holdback at the end of the expiry of maintenance period.

14.0 SUBSTANTIAL PERFORMANCE

The date of Substantial Performance shall be that date where the statutory requirements under the Construction Lien Act are met. The Contractor can be issued Certificate of Substantial Performance, when the value of deficiencies and incomplete work is less than 2% of the overall contract value, and the constructed work can be utilized by municipality in a regular and normal manner. The Engineer reserves the right to relax this requirement.

The holdback will be released as laid out elsewhere in the Contract Documents. It is contractor's responsibility to request release of all holdbacks.

15.0 DEFICIENCY HOLDBACK

Towards the end of construction of project, the engineer shall prepare a list of deficiencies and assign dollar amount equivalent to amount that may be charged by another completion contractor and deduct the payment from Payment Certificate. Deficiency Holdback amount shall be deducted in addition to maintenance security and Statutory Holdback deduction. Deficiency Holdback shall be released when the deficiencies are resolved to full satisfaction of the owner.

16.0 SAFETY

With regard to the Occupational Health and Safety Act, RSO 1990, as amended 213/91 and Regulations made there under, the Contractor shall notify the Ministry of Labor with regard to all requirements of the above Act and Regulations before commencing construction. A copy of the Contractor's Notice of Project to the Ministry of Labor shall be filed with the Contract Administrator within ten (10) days after the signing of the Agreement.

In addition, the Contractor shall be solely responsible for all aspects of safety, including, but not necessarily limited to safety of excavations, equipment, structures, site personnel, general public, traffic, vehicles as they are related to the Work and construction site.

17.0 DECLARATION: OCCUPATIONAL HEALTH & SAFETY ACT (OHSA)

The Contractor shall submit a completed copy of the Declaration: Occupational Health & Safety Act (OHSA) upon request by the Owner.

18.0 ADDENDA ISSUED DURING TENDERING

The Tenderer will insert in the space provided on the last page of the Form of Tender the numbers of the addenda received by him during the Tendering period and taken into account by him in

preparing his Tender. If none has been received, he shall also so indicate.
Tenderers are responsible for downloading Addenda from municipal website.

19.0 DELETION OF WORK

The Owner may, at any time, up to the time of signing the construction Agreement, delete any part of this Contract. Should this be the case, the Contractor shall have no reason whatsoever to claim for any part of the Contract being deleted.

20.0 CONTRACT DOCUMENTS

The Contract Documents are prepared solely for the use by the party with whom the Contract Administrator has entered into a contract and there are no representations of any kind made by the design professional to any party with whom the Contract Administrator has not entered into a contract.

21.0 INSURANCE AND IDEMNIFICATION

Tenderers shall review and satisfy insurance and indemnification requirements as specified in the General Conditions. The Contractor shall provide a Certificate of Insurance naming GSS Engineering Consultants Ltd., Municipality of West Grey, County of Grey, Province of Ontario and the Government of Canada (if applicable) as additional insureds. The Contractor shall pay all costs for insurance and pay all deductibles.

Minimum insurance coverage shall be \$10,000,000/occurrence for General Liability Insurance and Automobile Liability Insurance, with a maximum \$5,000 deductible.

22.0 ORDER OF PRIORITY

In the case of conflict within the Contract Documents, the order of priority shall be as per GC2.02 (Order of Priority).

23.0 TEST PITS AND SITE MEETING

Test pits will be dug at the site and the tenderer shall be advised of the date and time by way of addendum. All Contractors who intend to bid on this contract are advised to attend this meeting for the test pits. Attendance at the test pits is not mandatory.

24.0 GEOTECHNICAL INVESTIGATION

~~A Geotechnical Report entitled "Geotechnical Investigation — Proposed Reconstruction of Thompson Street", Meaford, ON, dated January, 2020, was prepared by SIRATI & Partners. The reports were prepared to assist the Engineer in the designing of the project. A copy of the report is being provided to all plan takers, for information only. Any interpretation of the report by the reader shall be solely the reader's responsibility.~~

25.0 PROVISIONAL ITEM(S)

The Tender form includes provisional items, which are to be expended only on the written authorization of the Engineer. The Owner at its discretion may choose not to construct the provisional item(s).

26.0 STANDARD QMS DISCLAIMER STATEMENT

The Municipality of West Grey's Operations Department - Water Works Division has implemented a Quality Management System for the provision of safe drinking water to meet the requirements of the Ontario Ministry of Environment's Drinking Water Quality Management Standard. All goods and services that have been deemed "essential" must meet specific requirements of the Quality Management System as it relates to the provision of safe drinking water.

The successful bidder shall:

- a) Establish communications with the Water Works Division to ensure all materials used and/or provided for use in the provision of safe drinking water are in compliance with the Quality Management System requirements.
- b) Provide, to the Water Works Division, verification of all materials used and/or provided for use in the provision of safe drinking water as to their conformance with Quality Management System requirement(s).
- c) Ensure that all materials are NSF and/or American Water Works Association Standards compliant.

~~A copy of our Quality Management System Policy has been posted on the Municipality of Arran-Elderslie website www.westgrey.com where specific procedures exist pertaining to the provision of supplies and services essential for the provision of safe drinking water, these will be provided separately by the Environmental Services.~~

27.0 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

The Accessibility of Ontarians with Disabilities Act, 2005 (AODA), is a law passed by the Ontario legislature that allows the government to develop specific standards of accessibility and to enforce them. The standards are made into laws called regulations, and they provide the details to help meet the goal of the AODA, which is a fully accessible Ontario by 2025. The AODA is the foundation on which the subsequent accessibility standards are built. These standards include the Accessible Customer Service Standard, Ontario Regulation 429/07; the Integrated Accessibility Standards (encompassing Information and Communications, Employment and Transportation), Ontario Regulation 191/11; and finally, the Built Environment Standards, which is not yet law.

In 2007, the Ontario Government adopted the first AODA Standard, Ontario Regulation 429/07, respecting Accessibility Standards for Customer Service. All public sector organizations in Ontario, including the Municipality of West Grey, must comply with this regulation by January 1, 2010. The Accessibility Standard for Customer Service also applies to third parties that provide goods and services to members of the public on behalf of a public-sector organization.

It is the successful Bidder's responsibility to ensure that it is fully aware of and meets all requirements under the AODA and associated regulations.

Further information on compliance can be found at the Ministry of Community and Social Services website: <http://www.mcsc.gov.on.ca/mcss/english/pillars/accessibilityOntario/accession/compliance>

Accessible formats or communication supports are available upon request.

28.0 LITIGATION

No bid or offer will be accepted from any bidder, inclusive of the bidder's Subcontractors, who has a claim or has instituted a legal proceeding against the Municipality, or against whom the Municipality has a claim or instituted a legal proceeding, without prior approval of Council. For purposes of this provision, where such bidder is a corporation, bidder shall include any non-arm's length corporation of the bidder.

Bids from any bidder in any of the above circumstances shall be rejected as informal, irregular and non-compliant.

~~29.0 QUALITY ASSURANCE AND PURCHASING POLICY~~

~~The successful tenderer shall be governed by Municipality of West Grey's Quality Assurance and Purchasing Policy requirements. Refer to sheet attached overleaf.~~

30.0 CONTRACTOR'S SITE SUPERVISOR

Placement of concrete for sidewalks, curb & gutter, driveways, etc. shall not occur without the presence of General Contractor's site supervisor. Similarly, asphalt paving of road, driveways, boulevards, etc. shall not be allowed without the presence of General Contractor's site supervisor on site. General Contractor's Site Supervisor, shall be the person identified during the pre-construction meeting.

31.0 TENDER SUBMISSION LABEL

Tender Submission Label

From: _____

Contact: _____

Telephone: _____

Deliver to:

**Mr. Karl Schipprack, Director of Infrastructure
and Development
The Corporation of the Municipality of West Grey
402813 Grey Road 4,
Durham, ON N0G 1R0
Email: kschipprack@westgrey.com**

TENDER NUMBER: 25-054

CLOSING DATE AND TIME: March 19, 2026

DESCRIPTION: Chester St. W. & George St. W., Watermain Replacement,
West Grey

DIVISION 3

General Special Provisions

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1.0 TRAFFIC CONTROL PLAN AND TRAFFIC CONTROL, FLAGGING

The Contractor shall submit a Traffic Control Plan at the time of the Preconstruction Meeting.

Flagging for traffic control on this Contract shall be in conformance with the procedure outlined in the handbook entitled "Construction Traffic Controllers Handbook" issued by the Construction Safety Association of Ontario. Copies of this pamphlet may be obtained from the Association.

Each flag person shall, while controlling traffic, wear the following:

- (i) an approved fluorescent blaze orange or fluorescent red safety vest;
- (ii) an approved fluorescent blaze orange or fluorescent red armband on each arm;
- (iii) an approved fluorescent blaze orange or fluorescent red hat.

and comply with all requirements for Temporary Conditions as outlined in Book 7 of the Ministry of Transportation Ontario Traffic Manual and all conditions as outlined in Section GC7.0 "Contractor's Responsibilities and Control of the Work" of the General Conditions of Contract.

2.0 FIRST AID EQUIPMENT

The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workplace Safety & Insurance Act.

3.0 DUST CONTROL

The Contractor shall take such steps as may be required to prevent dust nuisance resulting from his operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway 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 with sufficient water to prevent the incidence of dust, wherever dust would affect traffic or wherever dust would be a nuisance to residents or businesses in the area where the Work is being carried out.

The Contractor shall bear the cost of all such preventive measures.

4.0 OTHER CONTRACTORS WITHIN OR ADJACENT TO THE LIMITS OF THE CONTRACT

The Contractor is advised that as other Work may be in progress within and adjacent to the limits of this Contract, he shall cooperate with other Contractors, utility companies and the Owner, and they shall be allowed free access to their Work at all times. The Contract Administrator reserves the right to alter the method of operations on this Contract to avoid interference with other Work.

5.0 PROPERTY OWNERS' RELEASE OF PIT AREAS AND WASTE DISPOSAL AREAS ON PRIVATELY OWNED AND MUNICIPAL OWNED LANDS

The Owner will, without further notice, withhold payment of monies due the Contractor until the Contractor has provided the Contract Administrator with two (2) copies each of a release signed by the Owner of each pit or waste disposal area used by the Contractor.

6.0 UTILITY POLE LINES

The attention of tenderers is drawn to the presence of utility pole lines on this Contract. Where not provided elsewhere in the Contract, information on the removal, bracing or relocation of the pole lines, restriction of blasting operations, etc., may be obtained from the Contract Administrator or from the utility company concerned.

The cost of temporary bracing, or holding, of utility poles (if permitted by the utility company concerned) shall be included in the Unit Prices bid by the tenderer for the various tender items.

The cost of any damage arising from the Contractor's operation shall be borne solely by him.

7.0 UNDERGROUND UTILITIES

The location and depth of underground utilities shown on the Contract Drawings are based on preliminary investigations made by the Owner. It is, however, the Contractor's responsibility to contact the Owner and utility companies for further information, and to obtain locate services to confirm and determine the exact location of these utilities. As well the Contractor shall exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.

The cost of any utility damage arising from the Contractor's operation will be borne solely by him.

8.0 MAINTENANCE OF TRAFFIC

The Contractor will provide one (1) through lane for the movement of emergency vehicles and residents through the active construction zone or through other sections not open to traffic during the construction period.

The Contractor will be responsible for providing all traffic barricades required. The locations of the traffic barricades shall be as approved by the Contract Administrator.

9.0 WORK ADJACENT TO THE LIMITS OF THE CONTRACT

Any Work required adjacent to the limits of the Contract shall be done at the tendered Unit Prices for the items involved and no additional compensation will be allowed.

10.0 NOTICE OF PROJECTS

1. The constructor of a project shall, before commencing Work on the project, where,
 - a) the total cost of labour and materials including labour and materials for Work carried out by subcontractors exceeds \$50,000;
 - b) the Work is the new erection, major alternation or demolition of a building more than two storeys or more than 7.5 meters in height;
 - c) the Work includes the new erection, major alternation or structural repair of a bridge, an earth retaining structure or water-retaining structure more than three (3) meters in height, or of a silo, chimney or any similar structure more than 7.5 meters in height;
 - d) Work in compressed air is to be carried out;
 - e) a tunnel ,caisson, cofferdam or well, which a person may be required to enter or may enter for any purpose is to be constructed ;
 - f) a trench more than 300 meters long, or a trench 1.2 meters deep and more than thirty meters long, and into which a worker is require to enter or may enter is to be excavated, or
 - g) all or part of the permanent or temporary Works are required by this Regulation to be designed by a Professional Engineer, shall give to the Director* notice in writing setting out:
 - iii) a description of the project;
 - iv) whether or not a shaft, tunnel, caisson or cofferdam is to be constructed as part of the project;
 - v) the name and address of the constructor and of the Owner;
 - vi) the municipal address of the project and its location with respect to the nearest common and public highway;
 - vii) the starting date and the anticipated duration of the Work;
 - viii) the total cost of the project for labour and materials, including labour and materials for Work carried out by subcontractor; and
 - ix) the name of the supervisor in charge of the project.

*Director of Construction
Health and Safety Branch
Ontario Ministry of Labour
400 University Avenue
TORONTO, ON M7A 1T7

2. The constructor of a project shall, before commencing Work on the project, where the project,
 - a) requires a notice under Subsection (1); and
 - b) is not to be more than fourteen (14) working days in duration, in addition to complying with Subsection (1);
 - c) provide to an inspector at the nearest office of the Construction Health and Safety Branch of the Ministry by telephone the information contained in the notice in writing.
3. A Contractor or subcontractor shall, before commencing Work on a trench more than 1.2 meters deep and into which a worker is required to enter or may enter, notify by telephone an inspector in the office of the Construction Health and Safety Branch nearest to the proposed Work.
4. The constructor of a project shall, before commencing Work on the project, post or have available for review on the project a copy of the notice required by Subsection (1).
5. Notwithstanding Subsection (1) where it is necessary to do Work on a project immediately, to prevent injury to persons or damage to property, Work on the project may be begun without complying with Subsection (1), but, in any such case, the notice shall be given to the Director* as soon as practicable after Work on the project begins.
6. Where a shaft, tunnel, caisson, or cofferdam is to be constructed, the notice required under Subsection (1) shall contain the following additional information:
 - (1) specifications of the proposed construction together with drawings showing profiles, transverse sections and plans of the shaft, tunnel, caisson or cofferdam ; and,
 - (2) full details of all temporary and permanent ground support.
7. The Director* may by Notice in writing designate that any part of a project shall be deemed to be an individual project for the purpose of the Act and this Regulation, and the person who undertakes all the Work on the part designated to be an individual project shall be deemed to be the constructor of that part.

NOTE: The constructor is responsible for informing himself of and complying with all other applicable requirements of the Occupational Health and Safety Act, latest edition, and the Regulations made thereunder.

11.0 SAFETY REQUIREMENTS

The Contractor is responsible for informing themselves and their Subcontractors of and complying with all other applicable requirements of the Occupation Health and Safety Act, latest revision, and the Regulations made thereunder.

All workers must wear hard hats, safety boots and safety glasses, etc. as required. This is the total responsibility of the Contractor and failure to comply with all safety requirements may result in the cancellation of the Contract.

The Contractor is responsible for daily site safety inspections and must take corrective action immediately should unsafe conditions or circumstances be found.

The Contractor must provide site safety training to all new employees on the date of hire and keep written records of such. This site safety training and the record will be available to the Contract Administrator if requested.

Any accidents must be reported to the Contract Administrator immediately by the Contractor and a representative of the Contract Administrator and the Contractor will investigate for corrective action purposes.

The Owner reserves the right to conduct a site safety inspection anytime during the construction Contract to ensure safety compliance by the Contractor, including safety training and reporting and proper safety signage on the site.

The Contractor will supply to the Contract Administrator, if requested and prior to the Contract award, a Ministry of Labour CAD-7 report indicating frequency of accidents and rating. The Contract Administrator also reserves the right to request a Ministry of Labour CASO safety report showing frequency of accidents.

The Contractor shall supply and post a copy of their Safety Policy and Procedures.

12.0 FIELD OFFICE

A separate Contract Administrator's field office will not be required on this Contract. However, the Contract Administrator shall be allowed to use the Contractor's office for storage of equipment and for use as required by the Contract Administrator for normal office work. A copy of the Municipality Health and Safety Policy shall be available at the site trailer.

There shall be no additional compensation for providing these facilities.

13.0 MATERIALS TO BE SUPPLIED BY THE CONTRACTOR

All materials required for the satisfactory completion of this Contract will be supplied by the Contractor.

14.0 REPLACE SURVEY BARS

Any survey bars or other property markers removed or disturbed by the Contractor for any reason whatsoever shall be replaced by a Registered Ontario Land Surveyor.

15.0 MEASUREMENTS OF WORK

Before ordering materials or performing Work, the Contractor shall verify all measurements as may be required for the proper installation of his Work.

He shall be responsible for the correctness of his figures and shall satisfactorily correct, without extra charge to the Owner, any of his Work, which does not fit, furnishing new Work if required for the purpose.

16.0 GEOTECHNICAL INVESTIGATION AND TEST PITS

~~A geotechnical investigation for this project has been completed and has been provided with the Contract Documents.~~

~~The geotechnical investigation has been completed for the sole purpose of aiding in design and is supplied for guidance of contractors tendering on this project. The accuracy of the report is not guaranteed. Any interpretation placed on the soil information by tenderers is strictly the responsibility of the tenderer.~~

~~The Contractor may undertake its own soil investigation at its own cost provided the appropriate notification is given to the Owner. All areas shall be restored to their original condition. It is the Contractor's responsibility to make himself aware of the conditions under which the Work will be carried out and no extra payment shall be made for subsurface conditions adversely affecting the Contractor from carrying out the Work in accordance with the specifications.~~

During the tendering period, the Contract Administrator may arrange for test pits to be excavated at various locations within the limits of the Work to assist all tenderers in assessing the soil conditions that will be encountered. An addendum will be issued during the tendering period informing all tenderers of the date, time and location for the excavation of any test pits.

17.0 CLEANUP

Excess material and debris shall be removed and the site left in a clean and orderly condition at all times.

18.0 USE OF PREMISES

The Contractor shall confine his apparatus, storage of materials and operations of his workers to limits by law, ordinances or as directed by the Contract Administrator and shall not unreasonably encumber the site.

The Contractor shall restrict his operations to within the right-of-way limits for all activities under this Contract.

It is important that damage to vegetation on private property be prevented. Similarly, damage to vegetation on right-of-ways shall be avoided unless absolutely necessary, in the opinion of the Contract Administrator.

19.0 MAINTENANCE OF DITCHES AND WATERCOURSES

Ditch drainage, natural watercourses, culverts, etc., shall be restored in a neat and workmanlike manner. Flow of water in ditches, culverts and natural watercourses shall be maintained at all times. Silt fencing, straw bales, geotextile cloth over catch basins and rock check dams must be installed and maintained at all times.

20.0 PROTECTION OF STREAM CROSSINGS

The Contractor is hereby made aware of the sensitive nature of any stream crossings and the local conservation authority's insistence that every attempt be made to avoid damage at these sites. The following conditions will thereby be strictly enforced.

1. All exposed soil within 50 meters of each watercourse must be protected from erosion and sedimentation by grading the contours smooth and by the installation of erosion control blanket fastened securely to the ground surface. Further, erosion control blanket must also be installed at any location where the grade is sloping such that surface drainage could carry sediment into the watercourse at any time.
2. Existing trees located on or near the watercourse banks should be left intact.
3. Vehicles and machinery are not permitted to enter or cross through the watercourses.
4. Machinery on site must be in a clean, washed condition and maintained free of fluid leaks.
5. Wash, refuel and service machinery and store fuel and other materials for the machinery away from the water to prevent any deleterious substance from entering the water.

21.0 RELEASE OF HOLDBACK

The Contractor is hereby notified that the Construction Lien Act is in effect for this Contract.

Prior to releasing the holdback, the Contractor must provide the Owner with a certificate of clearance from the Workplace Safety & Insurance Board; a Statutory Declaration stating there are no liens or charges against the Work and a Contract Release Form.

In addition, prior to releasing holdback following Substantial Performance of the Contract, the Contractor must provide to the Contract Administrator proof of publication of the Certificate of Substantial Performance in the Daily Commercial News (no substitution accepted) at the Contractor's expense.

22.0 RESTORATION

All areas disturbed during the execution of this Contract shall be restored as specified, or to a condition at least as good as that which existed prior to the commencement of the Work. No extra payment will be allowed for restoration under this Contract, and the Unit Prices bid for each item shall include full compensation for the required restoration.

23.0 PAYMENT FOR TESTING

The Contractor shall supply certified copies of all tests and test results for all materials (granulars and sand) to be used in the construction of the Works, indicating that materials comply with the specifications. Such tests and sampling shall be made by an accredited testing company and shall be at the Contractor's expense.

NOTE: ANY/ALL Granular Materials imported must meet OPSS Specification, Contractor to provide Pit/Quarry location a minimum 3 weeks PRIOR to importing to site. The consulting engineer may engage a third-party testing firm to test piles of Granular materials to be used on site. The Contractor must ensure they utilize these piles for the duration of the contract. There will be no deviation from these piles, such as supplier intending to use materials from a crusher as they are making it, and which has not been tested. The consulting engineer may conduct at his/her discretion additional tests, and any material found to be deficient from previous tests will be removed by Contractor at his/her own expense at no additional cost to the owner and without delay to the project.

24.0 INSPECTION

After a thorough inspection by the Contractor and upon receipt of a written statement from the Contractor that Work is ready for acceptance, the Contract Administrator will inspect the Work. The Contractor's superintendent and a laborer shall accompany the Contract Administrator. If an excessive number of defects are found, the Contract Administrator may discontinue the inspection. The Contractor shall carry out all remedial Work immediately. Where repeated inspections are required by the Contract Administrator, the Contractor may be charged for such additional inspection costs.

The Work will be re-inspected by the Contract Administrator after receipt of a written request to do so from the Contractor.

25.0 ONTARIO PROVINCIAL STANDARDS

All applicable OPSS and OPSD's shall apply to this contract unless otherwise specified or as directed by the Contract Administrator. All Work shall be completed in accordance with the relevant OPSS and OPSD unless otherwise specified or as directed by the Contract Administrator.

26.0 CONSTRUCTION SIGNS AND DETOURS

Except as indicated below, the Contractor will be responsible for the supply, erection and maintenance of all construction signs required by the Contract Administrator and by governing agencies, including Advance Warning Signs and Construction Ahead Signs, according to Book 7 of the Ontario Traffic Manual (OTM).

All lighting required for these signs will be supplied and paid for by the Contractor.

Whenever any of the construction signs are not required, they shall be removed or adequately covered.

Detour signs as required, will be provided and maintained by the Contractor including erection, lighting and removal and shall notify the Owner (and Ministry of Transportation and the County, if applicable) of all detour routes and any road closures 48 hours in advance. The Contractor is also to notify all residents within an appropriate radius of any detour/road closure and all emergency services 48 hours in advance.

27.0 MAINTENANCE OF PEDESTIAN AREAS

The Contractor shall supply, install and maintain a safety fence to separate pedestrian movement from the construction area. The fence shall consist of plastic safety mesh, a minimum of 1.2 m in height securely attached to metal posts or to other acceptable supports. A top rope shall be provided between posts. The fence shall be placed in advance of construction activities and shall be maintained for the duration of the contract.

The Contractor shall provide and maintain an acceptable surface for pedestrian movement in all areas where sidewalk has been removed.

Access to each building entrance, either business or residential, shall be maintained at all times. Existing vehicle access and egress locations must be accommodated in placing the fence.

28.0 ILLUMINATION OF NIGHT WORK

No night work will be allowed. In emergency only, the Contractor shall supply all lighting and power generating equipment required to permit night Work within the limits of construction. Any lighting required shall be adjusted so as not to interfere with visibility or operational safety of the drivers of vehicles on or near the construction site and shall not be directed towards adjacent business or dwellings.

The cost of providing any illumination for night Work will be included in the Unit Price bid for related items in the Contract.

29.0 STREET OCCUPANCY PERMIT

~~The Contractor shall obtain a Street Occupation Permit from the City Engineer's office at City Hall prior to commencing Work on city streets. The City has adopted the "Manual of Uniform Traffic Control Devices" as its standard for the signing off of construction projects and for detouring of traffic. The Contractor shall abide by this manual.~~

30.0 SCHEDULE OF THE WORKS

Hours of work should stay within the 7AM to 7PM day schedule. A written Schedule of the Work shall be provided to the Engineer at the Preconstruction Meeting. An updated schedule will be provided by the Contractor 24 hours in advance of each Construction Meeting. Weekend work must be approved at least 48 hours prior to actual work by the Municipality of Arran-Elderslie. Meaford may request early shut down prior to holiday weekend due to increased traffic and community events. No Sunday work is permitted.

31.0 CONNECTIONS WITH EXISTING WORK

The Contractor will restore all existing service connections damaged during the execution of this project at his own expense. The connections must remain exposed until approved by the Engineer.

No claim by the Contractor will be permitted for any delays due to changes in the design that may be required due to the revealed conditions.

DIVISION 4

Item Special Provisions

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1.0 ALL ITEMS - (TRACKING MATERIAL ON ROADS)

Material tracked on any road or material falling from trucks and equipment shall be cleaned up immediately, and if required, the roads shall be broomed or flushed by the Contractor. The foregoing shall be at the Contractor's expense and shall be to the satisfaction of the Contract Administrator. Upon contractor's failure to do so within 3 hrs. or notification, the owner will complete work at contractor's expense.

2.0 ALL ITEMS - (HANDWORK AROUND EXISTING UTILITIES)

Under these items and for their respective tender prices bid, the Contractor shall hand dig around any existing utilities that the Contract Administrator, Owner or utility company deems necessary to be hand dug.

The Contract Administrator, Owner or utility company not advising the Contractor of any locations to be hand dug will not relieve the Contractor of his responsibility should damage result.

Any additional costs relating directly or indirectly to this method or operation shall be borne by the Contractor.

3.0 ALL ITEMS - (WORK AROUND EXISTING STRUCTURES)

Under these items and for their respective tender prices bid, the Contractor will be responsible for the location and safeguard of all structures both above and below the ground, including signs, poles, aboveground and underground utilities, and shall take whatever precautions are necessary including, but not limited to pole support by utility company, to ensure that they are not damaged.

The Contractor shall have municipal or utility company representatives on the site when he, the Contract Administrator, the Owner, or the utility company feels it is required. The Contract Administrator, the Owner or utility company not advising the Contractor to have a municipal or utility company representative on the site shall in no way relieve the Contractor of his responsibility on this Contract.

Should damages result from any of the Contractor's operations, the costs involved for repairs to rectify the damage shall be the sole responsibility of the Contractor and for any costs incurred by the Owner or utility company for their site representative.

Any pipe connection to existing structures shall be watertight.

4.0 ALL ITEMS - (EXCAVATION OF FOREIGN MATERIAL)

No additional payment will be allowed for the removal of any foreign material, such as logs, tree roots and stumps, concrete, etc., encountered and consequently removed during any operation of this contract.

Payment for this removal, including proper disposal, shall be deemed to be included in the tender price for the item for which they are removed.

5.0 ALL ITEMS - (DEWATERING)

The prices bid for these items shall be compensation in full for supplying all labour, equipment and materials required to satisfactorily dewater the works.

No additional compensation will be allowed for whatever method, materials or equipment that is used to satisfactorily provide the dewatering.

The Contractor shall also be fully responsible for any damage that occurs as a result of his dewatering system.

The Contractor shall provide all measures necessary to prevent silt-laden water from discharging to natural or man-made watercourses or storm sewers. This may include sediment dewatering bags, sedimentation basins, straw bale filters and other measures deemed necessary by the Ministry of the Environment, the Conservation Authority or the Contract Administrator to prevent contamination of natural water courses by construction water. No additional payment will be made for the implementation of all required silt control works.

~~The Contractor's attention is drawn to the geotechnical report which is included as part of these tender documents.~~ Dewatering for the installation of portions of the pipelines may be required. Prior to commencing any excavation work under this contract, the Contractor must submit to the Contract Administrator, for approval by the Contract Administrator, a detailed plan for the dewatering that they propose. This proposal must contain all information necessary to enable the Contract Administrator to fully evaluate the proposed dewatering plan, including the name and experience of the dewatering Contractor, the method of disposing of the pumped water, protection plans for adjacent properties, dewatering system security provisions and any other factors relevant to the dewatering proposal. The cost of preparing this dewatering plan, including the incorporation of any revisions required by the Contract Administrator or the geotechnical Contract Administrator, will be included in the item prices for which the dewatering is required.

See next section in regard to the Permit to Take Water (if required).

6.0 ALL ITEMS - (PERMIT TO TAKE WATER)

The geotechnical investigation (if completed for this project) may indicate that dewatering may be required to construct the Works. The report may also state that a Permit to Take Water is required for pumping rates of more than 400,000 litres per day.

Any method used to control groundwater using a pumping system in excess of 400,000 litres per day, requires a Permit to Take Water from the Ontario Ministry of the Environment, Conservation & Parks.

The Contractor shall obtain all necessary permits as required for dewatering activities. The cost for any required permits is the responsibility of the Contractor.

Work is not to proceed on any aspect of the contract until the dewatering plan (if required) is prepared and approved in writing by the Contract Administrator and geotechnical Contract Administrator.

7.0 ALL ITEMS - (PAYMENT)

All reference to measurement for Payment and Basis of payment in OPSS shall be deleted and payment shall be made as detailed in these Special Provisions or the Tender Form.

8.0 ALL ITEMS - (DISPOSAL OF SURPLUS MATERIAL)

Surplus earth/soil shall be disposed of outside the limits of the contract in a disposal area provided by owner, which is Bentinck Landfill. Note that pipes, concrete structures and related items shall also be disposed of at this site, however, a separate pile shall be formed for concrete disposal. The contractor shall be responsible to undertake levelling of material disposed of at this location, at their own expense and to full satisfaction of the owner.

~~The owner shall engage professionals to undertake Soil Characterization Report to document the field activities and methods used, review and evaluate the field data and analytical results generated, to identify and categorize areas of soil which are appropriate for reuse at site and which would require off-site disposal. The report shall include figures that show property boundaries, on-site structures and the position of all areas and specific testing locations investigated as part of the activities described above. In addition, the report will present soil mapping figures showing cross-sections of sub-surface stratigraphy, contaminant distribution and soil distribution categories.~~

All efforts shall be made to maximize reuse of excavated material and minimize disposal quantity on this contract.

~~The owners professional/consultants shall also prepare "Excess Soil Management Destination Report" in accordance with Reg. 406/19. The report shall include investigation of erosion, dust and mud tracking of:~~

- ~~➤ Storage of impacted (contaminated) soils;~~
- ~~➤ Methods of maintaining separation of impacted soils and clean soils;~~
- ~~➤ Assessment of proposed Excess Soil Destination Sites; and~~
- ~~➤ Methods of transportation of soils, including loading and trucking~~

~~The contractor must provide all requested assistance and co-operation in the preparation of this report as well as materials disposal protocol at no extra cost to owner.~~

~~If the Contractor wishes to dispose of surplus earth/soil at site of his/her choice, Contractor shall provide list of all disposal areas planned for use in this contract including Owner name, address and contact information prior to construction and acceptance by owner. Contractor shall provide the name of engineering company that he/she shall utilize and also provide engineer's terms of reference, clearly demonstrating full compliance with Reg 406/19 requirements, at least 2 weeks prior to construction commencement. Note that materials must be disposed of in compliance with O. Reg 406 and all provisions specified herein including Soil Management Destination Report meeting Reg 406/19 criteria, all at their expense.~~

~~Prior to issuance of Substantial Performance, Contractor shall also provide the Contract Administrator with a signed release from each property Owner for properties used for disposal of surplus material as well as all documentation required per O. Reg. 406. The release form shall clearly indicate that the property Owner is satisfied with the condition of their property at the time of Substantial Performance.~~

The contractor is responsible to ensure that all materials haulage to landfill is in accordance with O. Reg 406 and shall maintain material tracking sheets and provide a copy to owner's inspector, at the end of everyday.

Work to conform with OPSS 180, O. Reg 406 notwithstanding the requirements of EPA Reg 347 or any other municipal requirement.

9.0 ALL ITEMS - (RESTORATION)

It is the intention of this Contract that all areas disturbed by the Contractor's operation be restored to a condition at least as good as that which existed prior to construction or to the conditions specified.

All restoration work beyond the limits of this Contract required as a result of the Contractor's operations shall be undertaken by the Contractor at his expense.

Unless specifically stated otherwise, surface restoration shall consist of the following:

Grassed Areas:	Lawns and Boulevards	75 mm of screened topsoil and sod
	Other grass areas	75 mm of topsoil and seed and mulch
Gravel Shoulders, Driveways and Travelling Surfaces:		300 mm Granular B
		150 mm Granular A
Paved Areas:		300 mm Granular B
		150 mm Granular A
a)	Paved lots, entrance & driveways	50 mm HL3M Surface Coat Paving
b)	Municipal streets (in accordance with OPSS.MUNI310)	50 mm HL3
c)	Concrete Sidewalk, Curb and Gutter, Concrete Driveways and Paving Stone Driveways	To match existing unless noted otherwise
d)	Asphalt Curb & Gutter	To match existing unless noted otherwise
e)	County Roads	60 mm HL4 Base Coat 40 mm HL3 Surface Coat

The Contractor shall saw cut all asphalt pavement, concrete sidewalks, curb and gutter and driveways to be removed, at no additional cost to the Owner or affected private property Owners. Excavation and disposal of surplus materials shall be at no additional cost to Owner. All Granular A and Granular B shall be placed in maximum 150 mm thick lifts and be compacted to a minimum of 98% standard proctor density.

All restoration work must be carried out in strict accordance with the applicable Ontario Provincial Standard Specifications.

10.0 ALL ITEMS - (WATER FOR COMPACTION AND DUST CONTROL)

Water will be applied by means of approved equipment capable of distributing it uniformly and with proper control.

No water shall be taken from municipal fire hydrants without the prior consent of the Owner, and only with their assistance. All costs of this water, including Backflow Device (must be tested on site by a third party inspection firm), shall be the responsibility of the Contractor.

Payment will be made for the supply and application of water for dust control per Item C2 (ii) when authorized by engineer in accordance with the tender item.

11.0 ALL ITEMS - (SUPPLY AND APPLICATION OF CALCIUM CHLORIDE)

The Contractor shall supply and apply calcium chloride when and where directed by the Contract Administrator. Should the Contractor apply calcium without Contract Administrator, they may not be compensated.

Payment will be made for the supply and application of calcium chloride, as per the tender item C2 (i), when authorized by the engineer.

12.0 ALL ITEMS - (LINE AND GRADE)

The Contractor shall assume full responsibility for line and grade of watermains, sewers, services, forcemain, culverts, curbs, ditching etc. and all road reconstruction and paving. They must set and maintain the necessary stakes to define the location, alignment, elevation and grade.

The Contractor shall provide and use a laser beam instrument for the installation of the sewers, watermain and forcemain on runs greater than 16.0 m in length.

No additional payment will be allowed for providing and using laser alignment equipment. The Contractor shall employ personnel familiar with the use of this equipment.

13.0 ALL ITEMS - (PROTECTION/REMOVAL OF TREES)

With the exception of trees indicated or required to be removed, the Contractor shall exercise care to minimize damage to all trees to remain on the site. The trees shall be protected by avoiding damage to roots and branches, and by avoiding compaction of the root area through operation or storage of heavy equipment or depositing of soil near to such roots.

Should any trees sustain damage as a result of the Contractor's operation, the Contractor shall

repair the damaged section in an approved horticultural manner to the satisfaction of the Contract Administrator within 24 hours of the injury.

The Contractor shall cut off all roots 24 mm diameter or larger exposed as a result of his excavation work. The roots shall be cut back flush with the surface of the slope within five days following their exposure.

No additional payment will be made for the cost of this work, and it shall be deemed to be included in the price bid for the items that make this work necessary, and shall be full compensation for all labour, equipment and materials required to carry out the work described above.

Should a tree, designated not to be removed, be damaged by Contractor and if the tree perishes or shows significant damage within 12 months of reported damage, the Contractor shall provide a replacement tree of same species or a species authorized by Engineer (minimum of 75 mm \emptyset) at the Contractor's expense.

Any/all trees identified for removal must be identified and agreed to by Municipality and/or Contract Administrator. Trees/stumps shall be removed by a certified Arborist Firm licensed for tree and stump removal. All stumps to be removed and disposed of by Contractor at no additional expense to Municipality. Any/all tipping/disposal fees are deemed included. All stump holes to be filled with compacted, screened sand.

14.0 ALL ITEMS - (ABANDONMENT OF OLD PIPING)

Old watermain, storm sewer and sewer pipes smaller than 100 mm \emptyset , located within 1 metre of the proposed new pipe installation shall be removed and disposed of by Contractor. Pipes 100 mm \emptyset or larger shall be paid as per respective tender items.

No extra payment will be made for the removal of old pipes, valves, fittings, fire hydrants or abandonment of old pipes encountered during the execution of all work under this contract and full compensation for the removal and disposal or abandonment of all pipes and appurtenances shall be included in the price bid for the items requiring the removal or abandonment. This shall include the careful removal of all fittings, valves, etc. and an evaluation of these existing appurtenances with the Owner.

If, in the opinion of the Owner, the materials have re-use value, they shall be delivered to the Owners works department yard. If, in the opinion of the Owner, the materials are of no further use, the Contractor shall dispose of these materials at no additional cost.

To prevent silt infiltration and voids under the pavement, the exposed ends of abandoned pipes 100 mm in diameter and larger shall be filled with 20 MPa concrete to a minimum distance of 600 mm from the end of the pipe. As an alternative, both ends may be capped with approved mechanical joint caps. Ends of 50 mm diameter and smaller malleable water service pipes shall be bent over and hammered closed.

At no time shall an old pipe be used as a temporary watermain unless specifically allowed in the Contract, or reused within limits of Contract.

15.0 ALL ITEMS - (REMOVAL AND REPLACEMENT OF ROADWAY SIGNS, MAILBOXES)

No extra payment will be made for the removal, storage and replacement of roadway signs, mailboxes, etc. required to be removed during the undertaking of all work under this contract, and the cost of removal, storage and replacement of these items shall be included in the price bid for mobilization and demobilization.

16.0 ALL ITEMS - (REMOVAL AND REPLACEMENT OF CULVERTS)

The cost of removal, disposal and replacement of roadway crossing and ditch culverts as necessary to perform the Work shall be included in the items requiring their removal and replacement and no extra payment shall be made for the removal, disposal and replacement of these culverts.

Any/all damage as a result of any of the Contractor's work will be repaired using PVC/HDPE watertight connections at Contractor's expense.

17.0 ALL ITEMS - (CLEARING AND GRUBBING)

The Contractor shall do all clearing and grubbing required to construct the Work under this contract, and the cost shall be included in the items requiring clearing and grubbing, unless there is a specific unit price or lump sum items for clearing and grubbing included in the Tender Form.

18.0 ALL ITEMS - (BACKFILL)

All backfill to be supplied, placed and completed as per OPSS. 401, unless specified otherwise.

19.0 ALL ITEMS - (TRAFFIC CONTROL, DETOUR PLANS, SIGNAGE, ETC.)

Contractor must inspect all signs on a regular basis and advise Contract Administrator when such inspections have been completed.

The tendered price for bid items is to include all cost for traffic control, signage, and detour plans, etc., that may be required under this contract.

The Contractor shall employ flag persons, as necessary, to direct traffic along all streets at all times. The Contractor is to clearly indicate, prior to construction, how many flag persons they intend to use, and if less than 2 flag persons are proposed, how they shall indicate how they will clearly control traffic at all times. Also indicate whether the flag persons will use line of sight or radio communication.

If detouring is required, the Contractor shall have a signing plan consistent with the MTO handbook, Books 5 & 7 (latest revisions), for traffic control for closing of streets, as necessary, on a temporary basis, to complete all aspects of roadway construction for the project. Such a signage plan shall be submitted at least two weeks in advance of requiring such signs to be erected for approval by the Owner and Contract Administrator.

Payment for traffic control will be in 10% increments to Contractor on monthly Payment Certificate. Should Contractor fail to expeditiously repair or install signs per Contract Administrator requests, they will be responsible for all costs associated with reinspection by Municipality or Contract

Administrator.

20.0 ALL ITEMS - PLAN QUANTITY PAYMENT – PQP

The Contractor is informed that no field measurements shall be made for the items identified as PQP in the Form of Tender and the Contractor will be paid the estimated quantity as shown on the Schedule of Prices.

However, if the Engineer authorizes additional work, the field measurement will be made for the additional work and payment will be made at the Tendered unit price.

21.0 ITEM AA1, BA1, CA1, AND DA1 – (PULVERIZING ASPHALT PAVEMENT)

Under this item Contractor shall pulverize the road to a pulverization depth of 150 mm in a manner that pulverized materials meet gradation requirements for Granular A. Expeditiously proceed with temporary compaction and smoothing by trim dozer to improve temporary driving surface. The Contractor is responsible for ensuring that this material is not mixed with native excavated material or any other material. All work to conform to OPSS 330.

All asphalt pavement removed that is abutting asphalt to remain in place after construction, shall be neatly saw cut.

In compliance with current Ontario Ministry of the Environment, Conservation & Parks & Climate Change policy, all asphalt waste generated on this contract must be crushed and reused below the road subgrade material (i.e., backfill for pipes, temporary laneways, against curbs, etc.). All costs associated with the proper management of waste asphalt materials in conformance with current MECP policy, must be included in the item prices for which asphalt is removed.

The Contractor is hereby informed that they will be responsible for the proper disposal of all such asphalt declared as a waste material at their own expense.

Note: All locations where pulverizing cannot be undertaken, contractor shall provide cold-milling of asphalt at no additional expense to the owner.

22.0 ITEM AA2, BA2, CA2, AND DA2 – (EXCAVATION)

The unit price for these items is full compensation for excavation, disposal or reuse of excavated material on site. The depth of excavation shall be to allow placement of new road base, subbase and paving courses to indicated depths. Note that all pulverized asphalt or milled surface material and road Granular material shall be used for backfilling of pipe trenches and can be mixed with excavated native material, approved by Contract Administrator, provided the mixed material meets OPSS MUNI 401 requirements and can be compacted in accordance with OPSS 501. Excavated material shall also be used for filling the ditches and other low-lying areas for installation of sidewalks, boulevards and providing drainage to the curb and gutter. Surplus excavated granular material (non-contaminated) shall be hauled to Bentinck Landfill. All other surplus excavated material shall be disposed of at the Contractor's expense. Contractor must provide signed OPS 180 forms and documentation as per O. Reg. 406 prior to the release of final Holdback.

In accordance with provincial regulations requirements, waste material quantity disposal shall be minimized, and re-utilization on the project shall be maximized.

NOTE: PQP quantity calculation includes all asphalt, road granulars as well as subgrade excavation volume as specified to reconstruct the road. The calculation is based on depth of new granular B, granular A and new asphalt paving, adjusted for vertical profile changes, if any.

NOTE: Excavation for construction of curb & gutter and sidewalks shall be included in the unit price for curb and gutter and sidewalks and is not payable per this tender item price.

23.0 ITEM AA3, BA3, CA3, AND DA3 – (GRANULAR A & B)

The Granular A and B for the reconstruction of the road where shown shall be paid as per this item. The compacted depth of Granular A and B shall be as indicated on the drawings. Granular materials shall be compacted to 100% of their MSPDD.

To avoid potential problems related to differential frost heave, frost tapers shall be constructed where new pavement adjoins existing pavement, such that lower subgrade level slopes up to match the subgrade level at an inclination no steeper than 10 horizontals to 1 vertical.

NOTE 1: Granular materials for sidewalks, curb and gutter, pipe trenches, precast structures, etc. shall be included in the unit prices of such items.

NOTE 2: Imported granular materials must meet OPSS Specifications. Contractors shall provide pit/quarry location(s) to be used on this project, a minimum of 3 weeks PRIOR to importing to site. The consulting engineer will take representative samples to test piles of granular materials to be used on site. The Contractor must ensure they utilize these piles for the duration of the contract. There will be no deviation from these piles. The consulting engineer may conduct at their discretion additional tests and any material found to be deficient from previous test will be removed at their own expense and at no additional cost to the Owner and without delay to the project. Contractor will also be responsible for any costs due to retesting at no additional cost to Municipality.

NOTE 3: Any Granular “A” if placed on top of “B” gravel used for purpose of equipment traction, will be paid as granular “B” provided this material does not become contaminated with silt, clay, organic material, etc.

If actual granular A or B depth required is greater or smaller, item prices shall be extrapolated from tendered price, and excavation quantity shall also be adjusted.

24.0 ITEM AA4, BA4, CA4 – (HOT MIX LAID ASPHALT CONCRETE PAVING)

The unit price for this item shall be full compensation for providing 50 mm thick layer compacted asphalt. Lap joint area shall be paid at the same unit price and will include cold-milling as specified, to create the lap joint and providing “tack coat”. Mix designs shall be submitted at least 3 weeks prior to paving operations. All paving work to be completed on/before October 31st.

A hot mix asphalt (HMA) course shall not be placed upon a previously laid course until the temperature of the previous course is 50 °C or less. For a HMA lift thickness of 60 mm or less, this temperature shall be measured at the surface. For an HMA lift thickness greater than 60 mm, this temperature shall be measured internally.

• ~~HMA binder courses shall be not placed unless the ambient air temperature is at least 2 °C.~~

- HMA surface courses shall not be placed unless the ambient air temperature is at least 7 °C.
- Public traffic shall not be permitted on freshly laid HMA until the temperature of the mat is 50 °C or less.
- **No** paving shall be permitted if there is frost on the surface. If the contractor proceeds without authorization he/she shall assume all liability for paving on frost.

Final adjustment of water valve boxes, and maintenance hole frame and cover located in the asphalt roadway shall be completed and deemed included in respective tender items. Regardless of contractor's schedule or time of year, when applicable, All Concrete Structures and/or valve boxes will be raised to Base or surface course elevations, as applicable, prior to base or surface coarse paving. Under no circumstances will they be paved over and raised following paving.

All catch basin frame and grates, manholes frame and covers etc., shall be set to the surface of the binder asphalt course at the completion of construction. Prior to the application of the asphalt surface course, all frames and grates, frames and covers, etc., shall be adjusted to the final pavement grades at no extra charge.

All asphalt supplied and placed under this contract is subject to adjustment based on the price of asphalt cement (A.C.).

Material Escalation/De-Escalation Clause, the asphalt price adjustment will be calculated as follows:

- A payment adjustment will be applied for the supply of liquid asphalt cement. The unit price for asphalt cement will be based on the posted MTO Asphalt Cement Index for the month the work is conducted. Any adjustment shall be made when the posted rate increases or decreases by more than \$15.00 per tonne. The following formula shall be used in calculating the adjustment.

$$PA=(ACI1-ACI2) + \text{or} - \$15) \times \text{Number of tonnes of AC used based on mix design}$$

Where PA=Price adjustment for number of tonnes used based on mix design

ACI1=Liquid Asphalt price index for month job is completed

ACI2=MTO Asphalt price index at time of bidding

- The posted MTO Asphalt Cement Price shall be used for determining any increase or decrease in the unit price. The posted MTO Asphalt Cement price at time of Tender Closing will be used in the calculation and will be confirmed at the time of the Pre-Construction Meeting.
- ~~For every \$10.00 per tonne increase or decrease in the MTO A.C. price that is posted for the month that the work of this item is completed, the tendered unit price of this item shall also increase or decrease by \$0.50 per tonne.~~
- Contractor may be required at the discretion and satisfaction of the municipality, to submit paperwork in support of this adjustment.
- ~~Superpave SP 12.5 Asphalt is equivalent and has characteristics similar to HL3 asphalt~~

~~content which is 5% by weight. Field densities for calculations = 2.395x.098=2.35. 2.395.~~

- ~~• Superpave SP 19 Asphalt is equivalent and has characteristics similar to HL8 asphalt content which is 4.7% by weight. Field densities for calculations = 2.405x.097=2.33.~~

For price adjustments only, tonnage shall be calculated by multiplying the paved area in square meters with 124 kg/m² to yield tonnes of HL4/HL3 at a depth of 40 mm.

Contractor must apply "tack-coat" to all surfaces prior to paving base coat. Prior to top-coat paving "tack-coat" shall be applied to all areas prepped to receive surface coat paving.

Example 1: AC Prices Increasing

- PGAC 64-28 specified, 3,000 tonnes of HL3 @ 5.2%AC (156.0 tonnes AC)
- Effective price index on July 17, 2006 on tender closing is \$433.80 (June 2006/tonne (PG 58-28))
- Applicable price index published on August 31st effective for August 17th-24th, 2007 actual paving dates is \$504.00/tonne (PG 58-28)
- Payment adjustment to be paid to the contractor:
 $(\$504.00 - \$15.00) - \$433.80 \times 156 \text{ tonnes AC} = \$55.20 \times 156 \text{ tonnes AC} = \$8,611.20$

Example 2: AC Prices Decreasing

- PGAC 58-28 specified, 4,500 tonnes of HL8 @ 4.6%AC (207.0 tonnes AC)
- Effective price index on May 5, 2007, on tender closing is \$508.60 (April 2007/tonne (PG 58-28))
- Applicable price index published on October 31st effective for October 11th-18th, 2007 actual paving dates is \$451.35/tonne (PG 58-28)
- Payment adjustment to be paid to the Owner:
 $\$508.60 - (\$451.35 + \$15.00) \times 207 \text{ tonnes AC} = \$42.25 \times 207 \text{ tonnes AC} = \$ 8,745.75$

~~The Contractor and/or paving contractor shall use a "joint heater" and/or shuttle buggy combination at no additional cost to the contract. Regardless of schedule or asphalt on site ready to be placed, under no circumstances shall any pavement be laid without the use of a joint heater.~~

Infrared Joint Heater

~~Contractor and/or subcontractor must be fully trained on the proper use and operation of a joint heater. The Contractor shall use an infrared joint heater and/or shuttle buggy at the time of paving, at the longitudinal paving joint between lanes of this contract. A joint heater shall not be used when paving in echelon (double pavers).~~

~~The longitudinal paving joint shall be heated using an infrared joint heater capable of heating the HMA at the joint to a sufficiently hot temperature. HMA temperature prior to rolling shall be no lower than 130° C. The joint will be considered sufficiently hot if the joint HMA retains a minimum temperature of 140° C immediately prior to placement of the adjacent lane material. When the joint HMA is not sufficiently hot, the paving operation shall be adjusted to reach the required temperature. The Contractor shall stop paving if at any time the existing pavement or adjacent lane pavement at the joint:~~

- ~~a) reaches a temperature exceeding 150° C, or~~
- ~~b) burns, or~~

~~c) chars~~

~~If paving is stopped due to high pavement temperatures, burning, or charring the Contractor shall demonstrate to the Contract Administrator that the equipment will no longer overheat, burn or char the pavement prior to resuming paving.~~

~~The make, model, capacity and type of joint heater shall be provided to the Contract Administrator a minimum of 10 Business Days prior to the start of paving operations. Payment at the tendered unit price shall be compensation in full for all related work including grinding/milling a 1m (min.) tie in, (unless otherwise specified) lap joints and saw cutting where required. All work shall conform to OPSS 310 (latest edition)~~

NOTE 1: No asphalt will be placed until CCTV inspection of storm and sanitary sewers, continuity testing of tracing wire and deflection test of sanitary sewers has been completed and accepted by engineer.

NOTE 2: ~~To prevent longitudinal cracks, use paving machine(s) equipped with heater(s). Longitudinal joints in base course and surface course must be staggered to prevent deep longitudinal cracks.~~

NOTE 3: Tack coat shall be applied to all curb & gutter and structures surfaces as well as existing asphalt surfaces prior to placement of ~~base course~~ asphalt. In addition, tack coat will be applied to base course asphalt prior to placement of surface course. All costs associated with this work are deemed included in asphalt price.

NOTE 4: No paving is permitted beyond November 1st. Should the paving be delayed by Contractor, liquidated damages of \$500/day for each calendar day shall automatically apply. These liquidated damages are over and above the liquidated damages specified in **Division 5**.

25.0 ITEM AA5, BA5, CA5, DA5 – (ASPHALT DRIVEWAY(S))

All cost associated with laneway asphalt removal and disposal are deemed included in this item. Also, refer to Item 9.0 of Division 4.

26.0 ITEM AB2, BB2, CB2, DB2 – (REMOVAL OF SIDEWALKS, WALKWAYS, STEPS, RAMPS AND OTHER CONCRETE)

Unit price for this item shall include saw-cut, removal and disposal of all sidewalks, walkways, steps, ramps, surplus excavated material and other concrete surfaces, etc. in areas designated on plans and additional areas as deemed necessary by the Contract Administrator. No additional payment shall be made for any disposal fees.

Note that removal and disposal of concrete driveway for driveway restoration shall not be paid under this item. Refer to Concrete Driveway Item.

27.0 ITEM AB1, BB1, CB1, DB1 – (REMOVAL AND DISPOSAL OF CURB AND GUTTER)

Unit price for this item shall include saw cut of curb and gutter, removal and disposal of removed concrete and surplus excavated material to Bentinck Landfill site. No tipping fees at the landfill will be paid by the contractor.

28.0 ITEMS AB3, BB3, CB3, DB3 – (CURB & GUTTER)

The work of this item shall include, without limitation, the excavation for, fine grading of granular base, and forming machine or hand poured curb and gutter of the types and in the locations shown on the drawings.

Curb and gutter shall conform to OPSD 351.010, ~~600.040~~, 600.040 600.030, 600.060 Tangent with ledge for sidewalk. The curb shall be terminated as per OPSD 608.010.

If sections of curb need to be removed/replaced following initial installation or contractor needs to pour hand-curbs, contractor will follow OPSD 552.010, OPSS.MUNI 905 and provide minimum 3-15m bars, minimum 300 mm long per connection. Rebar shall be installed at no extra cost to Owner. Rebars shall also be installed at all locations where new curb & gutter is installed against the existing curb & gutter.

~~In addition, Contractor will provide minimum 25 mm ø PVC drains on each side of catch basin, frame and grate.~~

All frames and grates will be set to finish curb and gutter grade elevations.

Measurement for payment shall be per linear metre of curb installed. Payment at the tendered unit price shall be compensation in full for all related work including granular base of approximately 370 mm thick under the curb and gutter, as well as excavation and disposal of native materials under curb and gutter. Removal and disposal of existing curb & gutter of all types shall be paid as per separate Tender Item(s).

All curbs must be poured before November 15th to prevent winter conditions. If any curbs must be poured after November 15th, they shall be treated with Crystal Lok™ 470 by Imco or approved equivalent and be provided with winter protection measures in accordance with applicable OPSS, all at no extra cost to Owner. Any damage to concrete surface by winter salt application shall also be Contractor's responsibility.

29.0 ITEMS AB4, AB6, BB4, BB6, CB4, CB6, DB4, DB6 – (NEW SIDEWALK, CONCRETE WALKWAYS AND CONCRETE STEPS)

The work for this item shall include, without limitation, the excavation for, fine grading of granular base, forming, pouring and curing of concrete sidewalks, walkways and steps where indicated on the Contract Drawings or in Schedule of Prices. Bid price for removal and disposal of existing sidewalks where replaced with new sidewalk shall be paid as per separate item(s).

The new sidewalk shall conform to OPSD 310.010, 310.20, 310.030, 310.033, 310.039 and OPSS

351. Contractors to increase thickness at commercial entrances per OPSD requirements. At commercial entrances, bedding thickness shall be increased to 200 mm and wire mesh shall also be provided, extending to 1 m beyond driveway width on both sides of driveway.

Concrete sidewalks to be 1.5 m wide with minimum 100 mm Granular 'A' base compacted to 98% standard proctor density. Granular 'A' material shall be included in the tendered price.

Concrete steps will conform to OPSD 512.010 and 512.011. Payment will be made per step.

Concrete sidewalks to be minimum 30 MPa after 28 days with air entrainment of 7%. Sidewalks & walkways to have a broom finish. Concrete to be coated with a white pigmented cure and seal compound. Measurement for payment shall be per square meter of concrete sidewalk installed. Payment at the tendered price shall be compensation in full for all related work.

Contractor shall be responsible for layout of the proposed curb drops and sidewalk ramps and obtain Contract Administrator approval prior to concrete pour.

All sidewalks, walkways and steps must be poured before November 15th to prevent winter conditions. If any sidewalk, walkways & steps must be poured after November 15th, they shall be treated with Crystal Lok™ 470 by Imco or approved equivalent and be provided with winter protection measures in accordance with applicable OPSS, all at no extra cost to Owner. Any damage to concrete surface by winter salt application shall be Contractor's responsibility.

30.0 ITEMS AB5, BB5, CB5, DB5 – (SIDEWALK TACTILE PLATES)

The unit price is per plate installed as identified on plan. Contractor shall install plates as per manufacturers recommendations notwithstanding OPSD 310.033 and 310.039.

Prior to installation the Municipality will determine the colour. Contractor is not entitled to extra cost due to colour preference by Owner.

31.0 ITEM AB7, BB7, CB7, DB7 – (CONCRETE DRIVEWAY)

Concrete driveway shall be as per OPSD 310.010 and 310.050. Thickness to be 150 mm for residential entrances and 200 mm for commercial entrances. At commercial entrances, bedding thickness shall be increased to 200 mm and wire mesh shall also be provided. Also provide 15 mm bars, minimum 30 cm long at 300 mm spacing, where new concrete is installed against existing concrete to prevent differential settlement. Concrete is to be minimum 30 MPa after 28 days with air entrainment of 7%. Provide broom finish. Concrete to be coated with a white pigmented cure and seal compound.

Saw cut at approximately 1.5 m c/c.

The cost of this item, per square meter, will include saw cut, excavation & disposal of existing driveway, placement and compaction of granular base (200 mm granular B and 150 mm granular A), compacted to 98% standard proctor density.

The contractor shall provide a string line between ends of the driveway by the layout surveyor. The stringline shall match/reflect the new curb and gutter elevation. This will allow the engineer

and contractor to deal with homeowners whose driveway shall be modified under this contract. The contractor shall, when directed by engineer, remove and dispose of additional areas of existing driveways, at no additional cost to owner, to increase the amount of existing driveway replacement to resolve concerns raised by property owner(s).

The unit pricing will also include restoration of any colour injected concrete, stamped concrete driveways and entrances.

32.0 ITEM BC1, CC1, DC1 – (REMOVAL & DISPOSAL OF CONCRETE STRUCTURES)

The Unit Price for these items shall be compensation in full to remove and dispose of any or all existing precast and cast in place concrete storm, sanitary, water or other structures. Backfill the excavated area with granular B.

33.0 ITEM BC2, CC2, DC2 – (STORM SEWER REMOVAL AND DISPOSAL)

The unit price for these items shall be compensation in full to remove and dispose of existing storm sewers of all sizes and materials. Backfill the trenches with compacted granular B materials, if within the travel portion of the road. Other areas can be backfilled with select native material. All work to conform to OPSS 401.

34.0 ITEMS BC3, CC3, DC3 – (REMOVAL OF AC PIPE)

The contractor is alerted that there may be existing AC pipe that shall be removed and disposed of in an environmentally safe manner. Disposal, handling, etc. of AC pipe shall be in accordance with applicable MOL, MECP and other guidelines.

The unit price for these items shall be compensation in full for safe handling, bagging, storage in bins and disposal in an environmentally safe manner. Contractor shall provide Contractor Administrator disposal slips if requested.

35.0 ITEM AC4, BC4, CC4, DC4 – (SUBDRAINS)

Unit price for these items shall be full compensation for supply and installation of 100 mm \emptyset perforated pipe in a knitted sock and constructed as per OPSS 405, OPSD 216.021. The bedding and cover materials shall comprise of a minimum of 150 mm of 19 mm clear, crushed stone, circumferencing pipe and free of clay and silt material and separated from adjacent granular materials by geotextile layer. Subdrain shall be provided to a depth of 300 mm below the bottom of the road base or to match existing subdrain depth.

36.0 ITEM BC5, CC5, DC5 – (NEW STORM SEWER)

The price per meter for this item includes the supply and installation of storm sewer, connection to existing or new storm sewer/catchbasins/manholes, excavation and disposal of surplus materials, dewatering and rock excavation as required, pipe bedding and cover, backfill up to subgrade level with pulverized/milled asphalt mixed with select native material or granular B, and video inspection. Granular base and sub-base, final asphalt, curb, topsoil and sod etc. will be paid for under other items. Unless otherwise specified, supply and install all materials in accordance with OPSS MUNI 410. Backfill in accordance with applicable OPSS.

Storm sewer (375 mm \varnothing and larger) shall be ADS N-12 WT IB pipe (per CSA B182.8) complete with 74 KPa watertight joints, by ADS Canada or approved equivalent. Pipe sizes 300 mm \varnothing and smaller shall be PVC SDR 35 certified to CSA B182.2 or B182.7. Fittings shall be injection molded. Pipe size to be as shown on drawings. All storm sewer pipe connections to storm structures shall be by way of Kor N Seal. Pipes entering concrete structure at angles beyond tolerances for Kor N Seal, shall be installed without Kor N Seal. In such a case, annular space shall be provided with unshrinkable grout.

Provide 150 mm bedding and minimum 150 mm pipe cover, as well as rip rap at storm sewer outlet at indicated location at no extra cost to owner.

Video inspection of all new storm sewers greater than 5 m in length is required and must be completed and accepted by engineer prior to paving.

37.0 ITEM BC6, CC6 – (STORM STRUCTURES)

Work under this item shall include the supply and installation of new manhole precast structure comprising components as per OPSD 701.010, 701.011, 701.12, 701.13, 701.030, 701.031, 701.032.

New catchbasin precast structure shall be as per OPSD 705.010, new frame and cover castings (OPSD 400.110) and frost straps in accordance with OPSD 701.100.

CBMH's shall have a 600mm sump. MH's to be provided with Kor-N-Seals or equivalent. Structures within the curb shall be installed to finished grade as the curbs are poured to maintain concrete continuity. ~~The base coarse asphalt shall be sloped to lid. The tender prices shall include any milling required prior to final placement of surface course asphalt. Tender price will also include minimum 25 mm drain each side of CB/CBMH lid.~~

New frame and cover castings with the final finished grade adjustment as per CBMH OPSD 400.110 and MH's OPSD 401.010 Type 'A'. Only precast concrete adjustment rings (OPSD 704.010) shall be used for grade adjustment. Adjustments to be connected with moduloc tape and all rings must be parged on the outside prior to asphalt paving. Manhole covers shall be stamped "STORM".

Bird cage Grate and associated CI square frame for catchbasins shall be as per OPSD 400.120. Contractor shall provide adjustable or telescopic MH Risers per Bibby St. Croix or approved equivalent (Product Technical Drawings to be submitted for approval).

Safety Landings, if required, shall conform to OPSD 404.020

NOTE: Storm manholes shall NOT be supplied Pre-benched. Contractor to provide benching on-site.

38.0 ITEM DC8 – (REAR YARD CATCHBASIN)

The unit price for these items shall be full compensation for supply and installation of a 450 mm \varnothing "NYOPLAST" Drainage Structure with sump and removable grate cover, and 150 mm \varnothing outlet. Contractor must submit product technical data sheets prior to installation. Contractor to provide compacted granular base (minimum 150 mm) and compacted granular material around RYCB. Contractor shall provide a watertight connection at the RYCB and pre-cast structure.

39.0 ITEMS AD1, BD1, CD1, DD1 – (TEMPORARY WATER SUPPLY)

The Contractor is to provide a temporary water system using 50 mm (for maximum 8 homes. Use larger pipe for additional homes) or larger pipe sizes during construction. More than 8 homes up to a maximum of 16 homes, can be used with 50 mm watermain, if watermain is fed from both ends. The existing watermains are not to be used for temporary water supply under any circumstances. The Contractor must submit to the Engineer, for approval (minimum 2 weeks prior to construction), a schedule and detailed drawing which indicates how the Contractor intends to maintain water service during construction. Contractor shall provide all appropriate testing prior to putting the system into service, that will include but not limited to chlorination, pressure testing, bacterial testing, etc. by 3rd party. Where the Contractor intends to connect the temporary watermain to existing water distribution main, he will provide an isolation valve, a reduced pressure backflow preventer (testable device) and another isolation valve on downstream end of backflow.

Contractor must provide a backflow test from a licensed backflow testing agency prior to putting into service. This test must be completed on site in the presence of the Contract Administrator.

Contractor is to ensure measures to prevent freezing, tripping hazards and adequate cover if installing across travelled surfaces. All work to conform to OPSS.493.

It is the responsibility of the Contractor to maintain adequate water supply and pressure at all times.

Contractor must restore damaged water supply within 2 hours of notification from Contract Administrator or Municipality. Failure to do so could result in repairs by the Municipality and any and all charges levied to the Contractor.

40.0 ITEM AD2,BD2, CD2, DD2 – (REMOVAL AND DISPOSAL OF WATERMAIN PIPES)

The unit price for these items shall be full compensation for the removal and disposal of all those buried pipes that are greater than 1 m outside the edge of the trenches for the installation of watermains. The removed pipe trenches shall be filled and compacted with surplus earth, if under the lawn surface and compacted granular B under paved portion of road at no extra cost.

41.0 ITEM AD3, BD3, CD3, DD3 – (WATERMAINS AND FITTINGS)

The unit price for these items shall include the supply and installation of all PVC watermains with sizes as shown on the contract Drawings, including fittings, concrete thrust blocks, pipe restraints, connections and miscellaneous work including pipe bedding (150 mm), cover (minimum 200 mm over pipe), compaction and select backfill, cathodic protection of ferrous material components (if DI fitting used), dewatering, if any, and restoration. Backfill and cover material in the paved portion of the road shall be pulverized material or granular B. All elbows and tees will have concrete blocking and/or wooden thrust blocks in addition to mechanical joint restraints. Cathodic protection (as detailed in specifications) shall be provided where DI fitting are used and allowed by Engineer.

Watermain shall be DR 18 PVC by IPEX or Royal. Note that different pipe materials must not be mixed. All pipes delivered to the site must be clearly marked with the CSA Standard number and indicate the class, size and pressure rating of the pipe. Pipes must also be supplied with

temporary caps from the supplier/manufacturer and the caps are not to be removed until pipe is hoisted into trench and ready for installation. Push on joints shall be used for all PVC pipes installed in trenches.

All watermain are to be installed and tested as per OPSS MUNI 441. Watermain profile shall be lowered gradually upstream and downstream of the sewers across the watermain path to avoid abrupt changes in vertical profile or an offset will be installed at direction of engineer to maintain 2.5 m horizontal clearance and/or 0.5 m vertical clearance.

Cathodic protection shall be required for all ferrous metal fittings. Supply and install one 5.5 kg zinc anode per watermain fitting. Anodes are to be Cad-Welded or in the case where they cannot be welded a grounded clamp may be placed in a suitable location. Welds to be covered with waterproof HANDI-CAPS ONLY.

All direct buried fittings & chamber valve fittings shall be provided with "Protecto Caps" as supplied by Maple Agencies or approved equivalent. ~~The entire fitting shall be wrapped with Denso LT Tape (low temperature) to provide complete protection to the appurtenances. Any/all galvanized bolts to be denso wrapped.~~

The cap weights and anode sizes shall be utilized in accordance with the following table:

BOLT DIA.	CAP WT.	MAPLE AGENCIES PART No.
12.5 mm	90 GR	90P125
10 mm small	90 GR	90P095
16 mm large	185 GR	185P160
19 mm	175 GR	175P190
22 mm	150 GR	150P220
25 mm	270 GR	270P250
29 mm	550 GR	550P285
32 mm	525 GR	525P317
35 mm	500 GR	500P350
38 mm	470 GR	470P381

PIPE/FTG SIZE	MIN. ANODE SIZE	DETAILS
100 mm ø	2.3 kg	D.I. per length over 3m and/or Fittings
150 mm ø	2.3 kg	D.I. per length over 3m and/or Fittings
200 mm ø	5.5 kg	D.I. per length over 3m and/or Fittings
250 mm ø	5.5 kg	D.I. per length over 3m and/or Fittings
300 mm ø	11 kg	D.I. per length over 3m and/or Fittings
Water Service	2.3 kg	Each Main Stop
Water Service	5.5 kg	Each Curb Stop
Fire Hydrant	11 kg	On each Hydrant Base
MJ Fittings	2.3 kg	Each Fitting for 100mm ø - 150mm ø
MJ Fittings	5.5 kg	Each Fitting for 200mm ø - 300mm ø

The Contractor is to provide, at his own cost, an insulated tracing wire, 10 AWG conductor which is to be installed as stated in the subsection "Tracing Wire Installation Procedure". The wire shall not be spliced. Stranded tracers are NOT permitted.

Tracing wires shall be tested prior to and following backfilling in the presence of the municipality and/or the contract administrator. Failure of continuity testing will result in re-excavation and replacement of failed length of tracing wire. All costs associated with failure of tracing wire will be borne by the Contractor. The tracing wire is to be attached to suitable reference points, as proposed by Contractor and agreed upon by the Owner and Consultant.

Paving will **NOT** be permitted until the continuity test is completed in the presence of the municipality and/or the contract administrator. There will be **NO** exceptions to this instruction regardless of schedules. There will be **NO** additional charges to the municipality for failure to follow this instruction.

All service connections to PVC watermains are to be made using stainless steel service saddles specified elsewhere. The cost per metre for watermain installation is to include the following (unless otherwise specified):

- i) Supply and installation of watermain and fittings, including insulation if necessary and approved by Consultant.
- ii) Connection to existing watermains.
- iii) Compaction and placement of backfill comprising of pulverized material and/or granular B up to road/boulevard subbase level. Select native material in accordance with OPSS 514 can be used in unpaved areas.
- iv) Excavation of trenches including rock excavation, dewatering and disposal of surplus material.
- v) Provision and compaction of sand bedding and cover material.
- vi) Concrete thrust blocks and PVC pipe restrainers.
- vii) Location and protection of all utilities, including above ground utilities.
- viii) Pressure testing, flushing and disinfection of all water main and connected components. Swabbing and launching tubes as required for proper disinfection. Supply water from Municipal Source to fill mains for testing and prior to final connections. Note: Slug method of disinfection of watermain is not allowed.
- ix) 10 AWG Tracing wire.
- x) All fittings, bends, plugs and caps other than tees and fittings associated with hydrant installation. Contractor to use either Mega-Lug, TUF Grip (Dual Wedge) or Romac Restraints. ****ALL** restraints to be installed according to manufacturer recommendations including the use of a torque wrench. If the contractor fails to follow the manufactures recommendations, the consultant may request the fittings be removed/re-installed at the contractors' expense.
- xi) Cathodic protection of all MJ Fittings/Valves and Hydrants: Anodes to be cad-welded to each fitting and covered with Denso tape and/or a protecto tar cap.

Backfill above the cover material under roadways, parking areas, driveways shall be pulverized material or granular B for construction of watermain up to road subbase.

The minimum effective cover for the pipe permitted is 1.8 m as indicated on Contract Drawings. At locations where 1.8 m cover cannot be provided, a minimum of 1.2 m cover with the use of High-Load 40 insulation shall be provided. Placement of watermain with less than 1.8 m cover will only be permitted if approved in writing by the Engineer. Provide insulation over the pipe in

accordance with insulation details as shown on the Contract Drawings. Contractor to utilize an Inverted U method of insulating.

The cost to obtain a Permit to Take Water for any dewatering is also to be included in the costs of these items. Any water pumped from trenches during construction is not to be pumped directly to any private property. Any environmental damage caused as a result of construction activity must be rectified at the cost of the Contractor.

The Contractor shall install Series 1300 Clow PVC Pipe restrainer at each end of every buried bend, valve, tee and stub end in addition to concrete thrust blocks. Provide pipe restraints on every pipe joint for three (3) full pipe lengths at pipe ends.

The Contractor will provide the Contract Administrator with 48 hours written notice prior to any pressure test. The watermain(s) will be tested to 150psi and satisfactorily hold that pressure for a period of no less than 2 hours to the satisfaction of the contract administrator. Any deviation from this test will result in a re-test at the contractors' expense to the satisfaction of the contract administrator.

Testing and disinfection will be in accordance with ANSI/AWWA C651-14 Disinfecting Watermains. Note that the standard is amended by: "Maximum chlorine residual at initiation of test should not be more than 150 ppm and after 24 hours, it should not be less than 50% of initial concentration. In the event of chlorine residual being less than 50% of initial concentration, the watermain shall be thoroughly flushed and re-chlorinated and tested". Under no circumstances, the chlorinated water shall be discharged to any natural water courses. Municipality shall conduct sampling. Contractor must provide residents with service disruption notifications and keep documentation of delivery notices. The Municipality must operate all valving associated with the distribution system. Contractor must not operate any valving without written approval of the operating authority.

Bacterial testing is to be completed two (2) times at a minimum of 24 hr. intervals and as required by Municipality.

Contractor shall undertake chlorination, flushing and bacterial testing in a manner that prevents delivery of any samples to lab by driving over weekends or holidays. Under no circumstances shall Contractor be permitted to hand deliver samples to lab directly.

Tracing Wire Installation Procedure

The main tracing wire shall be 10 AWG conductor, solid TWU copper wire. It will be attached to the obvert of the pipe, continuously without any breaks. The main tracing wire shall be grounded to the existing water main by Cadweld or connected to the existing tracer wire or be attached to a ground rod beside the water main.

At every fire hydrant, the tracer wire shall connect to the main tracer wire by utilizing a Dry Conn 3-Way Direct Bury Lug at the watermain. No wire breaks are permitted on the main tracer wire. The wire shall run along the pipe obvert of lateral service pipe supplying the fire hydrant and be brought on the backside of the fire hydrant. At the ground surface the tracing wire will be stripped of insulation and installed in a Handley or Copperhead snake pit (Model LD14*TP-ADJ) or an approved equivalent.

At main water valve locations, the wire shall be brought up to the surface outside the water valve box, fed through port in valve box, and looped back towards the water main pipe.

For water services, the tracing wire shall be connected to the main tracer wire by utilizing a Dry Conn 3-way Direct Bury Lug at the water main. No wire breaks are permitted on the main tracer wire. The lateral tracer wire shall be attached to the lateral service line every 3 metres maximum, ending at the curb stop. All curb stops shall have a ground nut to make the tracer wire connection. The protective corrosion anode shall be attached at the same location. The wire connection on the ground nut shall have a protective coating applied to the stripped wire. New tracing wire shall be attached to existing tracer wire on service lines, if available.

42.0 ITEM AD4, BD4, CD4, DD4 – “PROVISIONAL” - (WATER VALVES)

The Unit Price for these items shall be full compensation for supply and installation of water valves restraints on existing valves as shown on the contract drawings to prevent water leakages during construction. The restraints shall be provided if existing valves do not have restraints.

~~All valves shall be supplied with mechanical joint ends conforming to the requirements of ANSI 816.1, Class 125. Gate valves shall be Mueller or approved equivalent. Provide shop drawings.~~

~~Gate valves shall be cast iron body OS and Y bronze trim, resilient seat and non-rising stem to MSS SP-70, Class 125, 860 kPa, FF Flanges, mechanical joint for buried application. All valves to open in a counterclockwise rotation. Valves shall be A-2362 by Mueller or approved equivalent. Provide Anchor Tee and Valve where indicated on drawings complete with concrete blocking.~~

~~Cathodic protection shall be provided on all valves. A packaged zinc anode shall be installed on all valves cathodic welded with protecto caps (as identified in watermain specification). All packaged anodes shall be of the type as manufactured by Duratron Systems Ltd., Corrosion Services Company, Maple Agencies Ltd., or approved equivalent. Valve shall be Dense wrapped per manufacturers requirements.~~

~~Provide thrust restraints for all valves within 3 pipe lengths of dead ends or stubs, to be installed to manufacturers recommendations.~~

43.0 ITEM AD5, BD5, CD5, DD5 – (CONSTRUCT WATERMAIN OFFSETS)

The unit price bid for this item shall be full compensation to include excavation and backfilling and constructing watermain offsets as needed to maintain a horizontal/vertical separation to storm/sanitary mains as required by MECP F-6-1: Procedures to Govern Separation of Sewers and Watermains. Included in this price shall be all required fittings and Cathodic Protection (as identified under watermain specification) from where pipe leaves the horizontal alignment to a location where it returns to alignment. Refer to offset construction details on tender drawings. Additional pipe lengths under the storm and/or sanitary sewer, if exceeding 6 m, will be paid per meter watermain prices. Contractor shall be responsible for all dewatering operations and temporary shoring of pipes, if needed.

44.0 ITEM AD6, BD6, DD6 – (WATER SERVICES)

The Municipality's representative must be present for all service connection to new watermain. Resident or Owner must be present in order to turn new service on in homes (contractor to coordinate).

Contractors must ensure that service pipe from watermain to curb stop is straight as much as possible and must not have extra slack under any circumstances.

The Unit Price for each service shall be full compensation for the supply and installation of all materials for new water services. The Unit Price for this item is to include stainless steel service saddles (sizes as required), new main stop, and new curb stop with grounding nut and stainless-steel service box rods. Provide 1.8 m cover on all services. Provide four (4) copies of shop drawings for all products.

Service saddles shall be 403 Teck Saddles, Series 8403 by Cambridge Brass or approved equivalent maintaining a horizontal separation of 450mm. Main stop to be model 302NL-A3HE3 with grounding nut for anode and tracing wire by Cambridge Brass or approved equivalent. Contractor must utilize approved tapping machine to complete taps. Use of a drill, auger bit, or hole saw is not allowed. Curb stop shall be Model #202 NL Cambridge Brass or approved equivalent with ground nut for anode and tracer wire connection.

Service pipe to be cross-linked polyethylene (PEXa) piping manufactured using the high-pressure peroxide (Engel) method of cross-linking, with an approved cell classification of 354400 in accordance with ASTM D 3350, and a minimum degree of cross-linking of 80% in accordance with ASTM D 2765, Method B. Product to be MUNICIPEX by Rehau.

Pipe to have a co-extruded UV Shield made from UV resistant high-density polyethylene, colour Blue. **Size to be 19 mm ø unless otherwise specified.** Pipe to be certified to standards ASTM F 876, ASTM F 877, ASTM F 2023, CSA B 137.5, NSF 14, NSF 61 and PPI TR-4, by approved testing agencies.

Each curb stop shall be cathodically protected with one (1) 5.5 kg sacrificial zinc anode and main stop shall be provided with 2.3 kg zinc anode.

All services shall be continuous from the point of connection to the watermain to the curb stop. No underground splices of individual services will be allowed. Contractor shall complete a continuity test on installed services prior to backfilling.

Contractor to provide connection to water service at property line location using a Cambridge Brass 118NL-H3H3 Coupler or approved equivalent. Contractor to adapt to pipe regardless of size and type at no additional cost to owner.

The Unit Price for each service will include all compacted sand bedding and cover, pulverized or granular B materials up to road subbase under travelled portion of road, driveways, sidewalks, etc. and select native backfill in all other areas.

Contractor to provide a small "S" bend in pipe (close to mainstop), bend to be on the horizontal to maintain cover. Contractor to ensure all curb stops are installed approximately 300mm on municipal side of property line where practical/possible. Curbs stops/boxes located on private property will be relocated at the contractor's expense with no additional cost to the owner.

The Contractor is to keep at least one (1) set of carefully marked-up drawings showing the final location of each service (with swing ties from fixed objects). Additionally, contractor will provide GPS coordinates on excel spread sheet (of each curb stop).

45.0 ITEM AD7, BD7, CD7, DD7 – (FIRE HYDRANT)

The Tendered price for these items shall include the supply and installation of fire hydrant assemblies at locations specified in the Contract Drawings.

Fire hydrant assemblies to include a hydrant, a 150 mm dia. isolating gate valve, lateral piping consisting of 150 mm diameter DR-18 PVC pipe, hydrant height extender, fiberglass fire hydrant marker, properly sized tee (size as specified) and all other piping, thrust blocks, thrust restraints, break away flange located min. 150 mm above finished grade and cathodic protection required for this item.

Install tracer wire including termination as specified elsewhere in tender specifications.

The price of this item is to also include connection of the hydrant lateral to the watermain, and all costs for excavation, backfilling and provision of compacted Granular A and Granular B for the section of hydrant lead located under the road and under curbs. Contractor to provide 19mm \emptyset .

Clear stone around lower drain flange to 150mm above flange and provide filter cloth over stone prior to backfilling. The bottom flange of the fire hydrant shall be set to 150mm above the finished ground elevation.

The minimum earth cover for all buried fittings and lateral pipe shall be 1.8 m. Where it is not possible to obtain 1.8 metres of cover than minimum cover can be reduced to 1.2 m if approved in writing by the Consultant. For cover less than 1.8 m, the Contractor shall insulate the hydrant lead as per insulation details provided on the Contract Drawings. Cost of insulation to be included in the Unit Price for these items.

The hydrant assembly shall be Mueller Canada Valve "Century" or McAvity Premier D-67-M by Clow Canada and shall be painted red. Submit colour sample to Owner prior to painting for approval. Hydrant shall have 2-63.5 mm nozzle with CSA Std. thread and I-CSA standard storz quick 100 mm pumper connection coupler.

Hydrant installation will be as per OPSD-1105.01 (Rev.1) and OPSS 441 (November 2016).

Hydrants shall be installed at property line and with minimum 1.5 m clearance from edges of driveways, utilities and all obstacles above grade.

Three (3) zinc anodes shall be installed on the lateral piping for each hydrant assembly (one each for tee, valve and hydrant). Provide four (4) copies of shop drawings for all products. Hydrant anode shall be 11 kg.

Note: Unit price shall include removal of existing fire hydrant and water valve at indicated locations and hand them over to West Grey.

46.0 ITEMS AE1, BE1 – (SANITARY SEWERS)

~~The price per meter for this item includes the supply and installation of sanitary sewer, connection to existing sanitary sewers, maintenance holes, excavation and disposal of surplus materials, dewatering and rock excavation as required, pipe bedding and cover, backfill up to subgrade level and video inspection. Granular base and sub-base, final asphalt, curb, topsoil and sod etc. will be paid for under other items. Unless otherwise specified, supply and install all materials in accordance with OPSS MUNI 410. Backfill the trenches using pulverized or milled asphalt~~

~~material or pulverized/milled material mixed with approved excavated native material, or granular B under paved portion of road. At other locations backfill in accordance with OPSS MUNI 410. Video inspection of all new sanitary sewers greater in length than 5 m is required unless otherwise noted.~~

~~Cost per meter to include removal and disposal of all existing sanitary sewers, designated to be replaced with new sanitary sewer pipe. Concrete or PVC Pipe (if removed) to be disposed of at contractors' expense. AC Pipe, if removed, shall be paid under separate tender Item.~~

~~Sanitary sewer ADS N 12 WT IB Pipe (Per CSA B182.8) complete with 74 KPa watertight joints, by ADS Canada or approved equivalent. (Pipe size and type to be as shown on drawings) shall be SDR 35 Bell and Spigot Joints. Connection to manholes to be made using waterproof Kor N-Seal flexible connectors of suitable sizes. Use stainless steel bands to connect seal to pipes. Unit price shall include any dewatering and safety trench box provisions.~~

~~A Mandrel test in accordance with OPSS MUNI 410 must be completed Prior to Paving. All costs associated with this testing are deemed included in the unit price.~~

~~Pipe bedding and cover material to be granular A. Compaction of bedding and backfill shall be by a vibratory compactor.~~

47.0 ITEM AE1, BE1, CE1, DE1 – (SANITARY SERVICES CLEANOUTS)

The existing sanitary services are not provided with cleanout, and caps are buried to unknown depth and location. Following CCTV inspection, the location of existing cleanouts will be confirmed to contractor by way of revised tender drawings after award of the project. The existing cleanouts may not have been constructed at the property line, in which the case contractor will install cleanouts at the property limit and extend the sanitary service as needed. Should the cleanout is found to be outside the 3 m radius, from indicated location on drawing, contractor will be compensated on time and material basis to find location only.

~~This item is for replacing or installing new sanitary services complete with cleanouts at indicated locations or as directed by Owner. Some properties may be showing more than one service, in which case, contractor shall determine by way of dye test or camera "live" service and replace as directed by engineer.~~

~~No extra payment will be made for the removal of any existing sewer pipe or service lateral. The lump sum unit price for sanitary service laterals shall be full compensation for capping and/or removal and disposal of all existing sewer laterals. No payment will be made for the removal and disposal of any tile subdrains, logs, debris, etc. found during removal of existing cleanout service lateral. Any damage to existing pipes (regardless of size) will be repaired using watertight connections at no extra cost to Owner.~~

~~Contractor to provide metal square CO Cap Model Sigma VB-SCO4L, minimum 100 mm x 100 mm complete with 10 m rebar 300 mm only. Cap to be set to topsoil grade. Contractor will provide GPS coordinates of all completed cleanouts at no extra cost to owner.~~

~~Install clean-out tee and riser at the property line. Note that existing service lateral that will be shown on drawing will be approximate locations determined by CCTV inspection, and each service must be verified by dye testing or located by other verifiable method, prior to installation. The Contractor shall include all costs to locate cleanout/sanitary services within 3 m of indicated~~

~~location of the service.~~

The unit price for cleanout and service lateral installation shall include excavation, backfilling of trench with excavated pulverized material or granular B material up to road sub grade level, utility pole supports and hydro vac operations.

The removal and disposal of unusable excavated on-site material or surplus material is to be included in the unit price for the installation of cleanout and service lateral.

The cleanout/service lateral pipe shall be 125 mm \emptyset PVC (DR-28) and shall be connected to main PVC sewer (SDR 35) by utilizing style "CB" sewer saddle by Romac Industries or PVC tee.—~~Note that the existing sanitary sewer is provided with CIPP Lining and the sewer connection shall require core drilling of clay sewer lined with CIPP Lining.~~

48.0 ITEM BE3 – (SANITARY MANHOLES)

~~This item shall include the removal, disposal & replacement of riser of MH #28, and supply & installation of moduocs, new telescopic manhole lid, frame & grate at proposed elevation, all in accordance with OPSS 407 and manufacturer's requirement.~~

~~Maintenance manholes to be 1200 mm \emptyset to OPSD 701.010, 701.021 at locations as specified on the plans.~~

~~Manhole steps to be circular aluminum with polyethylene encasement to OPSD 405.010.~~

~~Manhole frames and covers to be OPSD 401.010, Type A, Closed or OPSD 401.030—Watertight and Bolt-down. Covers shall be marked "Sanitary". Manholes shall be provided with telescoping manhole (Auto Stable C 50M-ONT) lids by Bibby Ste Croix or approved equivalent.~~

~~Frost Straps—All maintenance manholes to be complete with frost straps in accordance with OPSD 701.000.~~

~~All manholes are to be waterproofed on the exterior from 0.5 m below grade to the bottom of manhole using Denso 12" Hi-Tack Petrolatum Tape to prevent and protect against water infiltration, concrete erosion and surface material loss.~~

~~Once the structure is in place, the appropriate amount of risers have been installed and the frame laid, the tape will be started on the structure at the bottom. The tape shall be spirally wrapped around with a 50% overlap moving up to cover all risers and ending with a slight overlap over the lip of the steel lid. The tape must be sealed tightly to the concrete with no air pockets or other spaces that might allow water infiltration. In the event of using multiple pieces, the second section of tape should be started a minimum of 12" on top of the existing tape to ensure secure bonding and adhesion to the tape and structure. The concrete surface must be dry and clean before installing the Denso tape.~~

~~Adjustment units shall be installed with a layer of butyl rubber tape between each adjustment unit and between the frame and grate to minimize water entry at these locations.~~

~~Following construction, all manholes shall be inspected by the Contractor to ensure there is no visible leakage into any manhole. Contractor to make all necessary repairs to each manhole to~~

~~repair all leakage.~~

~~Where an external drop structure is required to be placed on a sanitary manhole, the unit price bid for the drop structure shall be included in the tendered unit price for the manhole. The external drop structure shall be constructed in conformance to OPSD 1003.010.~~

~~All manholes are to be paid on a per unit basis, complete with all appurtenances, installation and connections. Lump sum price for this item shall include all excavation, backfilling, disposal of surplus materials, provision of new concrete riser or cutting as needed, new telescopic MH risers per Bibby St. Croix or approved equivalent, modoloc, grouting, etc. complete, to adjust to final grade. Contractor is permitted to reuse existing manhole frame and cover.~~

49.0 ITEMS AF2, BF2, CF2, DF2 – (TOPSOIL AND SOD RESTORATION OR HYDROSEED)

The unit price for these items shall include, without limitation, minor grading (cut or fill), loading, hauling and placing imported topsoil to a minimum thickness of 75 mm for all disturbed areas.

Placement of topsoil shall conform to OPSS MUNI 802. The unit price shall also include fine grading of all areas to provide drainage towards the curb and gutter.

Sod shall be nursery sod and shall be provided at all locations except work identified under Section C and work within easements in Section B of Form of Tender. Sod supplier and soil supplier to be approved in advance by Contract Administrator. All topsoil is to be rolled prior to placement of sod. Finished sod surface to be within 15 mm of top surface of curbs, sidewalks, driveways, etc. Sod to be watered weekly until established fully. All watering to be completed by **Contractor** regardless of when planted, at no additional cost to Owner.

Any Sod deemed dead by the municipality and/or Contract Administrator must be immediately replaced at the contractor's expense. Contractor to ensure that all Utility Covers are always accessible.

In areas that have slopes (2:1 or greater), contractor is to stake the sod as directed by contract administrator and in accordance with OPSS 571.

~~Hydroseeding shall be completed in accordance with OPSS MUNI 804, November 2014 or the latest revision.~~

Tendered unit price shall be compensation in full for all related work.

50.0 ITEM DF3 – RAP DRIVEWAY RESTORATIONS

The unit price for this item shall be compensation in full, for removal of existing driveway, disposal, provision of 200 mm thick compacted granular B and 50 mm of compacted RAP, at indicated locations or as directed by engineer.

51.0 ITEMS AF3, BF3, CF3, DF4 – (LAYOUT STAKES)

Lump sum price for these items shall be full compensation to provide layout stakes at every 20 m at property line on one side of the street. These stakes shall be installed upon mobilization to site and shall be maintained throughout the construction period and shall not be disturbed. Contractor shall be paid for this item only after the paving of the road or restoration completion. 50 mm x 50 mm wood stakes may be installed at finish grade elevations.

If the stakes are not provided upon mobilization and not maintained throughout the construction phase, engineer shall reserve the right to authorize a partial payment or no payment to the contractor.

52.0 ITEMS AF4, BF4, CF4, DF5 – (PROPERTY BAR REPLACEMENT)

Lump sum price for this item shall be full compensation to replace property bars removed/disturbed during construction by OLS. The tender drawings may not show all property bars. The Contractor shall assume property bar at each lot corner and make his own assessment of whether a particular bar shall be disturbed during construction of curb stops, cleanouts, fire hydrants or any other construction activity, and provide a price to replace it. If no disturbance to property bar(s) is anticipated, the tenderer may provide a NIL amount for tender item(s).

53.0 ITEM E1 – (MOBILIZATION AND DEMOBILIZATION AND SITE CLEANUP)

For the lump sum price bid, the Contractor will be compensated for all costs associated with mobilization, demobilization, site requirements and any other general items not covered specifically in the tender items. Sixty percent (60%) of this tender item will be paid in the first payment certificate and the balance will be paid with the payment certificate issued on Substantial Performance.

The submission of an unbalanced price by a Tenderer for this item may result in the tender being disqualified.

54.0 ITEM E3 (i) – “PROVISIONAL” (CALCIUM CHLORIDE)

The Contractor shall supply and apply calcium chloride when and where directed by the Contract Administrator. Prior to the disposal of bags, the Contractor and the Contract Administrator will agree upon the amount used. Upon mutual agreement to the number of bags used, the contractor will immediately dispose of the bags offsite at no additional cost.

Should the contractor dispose of bags prior to consultation with Contract Administrator, the Contract Administrator shall estimate the number of bags used and pay only that amount.

55.0 ITEM E3 (ii) – “PROVISIONAL” (WATER FOR DUST CONTROL)

Water will be applied by means of approved equipment capable of distributing it uniformly and with proper control. Costs associated with the application of water for compaction of granular materials shall be deemed to be included in the tender items pertaining to granular item(s).

No water shall be taken from municipal fire hydrants without the prior consent of the Owner, and only with their assistance. All costs of this water shall be the responsibility of the Contractor. Should the contractor make an agreement with municipality for use of hydrant, the Contractor must provide an approved testable backflow device. The device must be tested onsite and in the presence of the Contract Administrator. This must be completed within 48 hours prior to utilizing the device.

Payment will be made for the supply and application of water for dust control when authorized by Engineer.

56.0 ITEM E4 – “PROVISIONAL” - (DISPOSAL TO LANDFILL)

Unit price for this item shall be full compensation for excavating, loading, unloading, haulage of contaminated excavated material only to Bentinck Landfill site. Contractor shall also maintain log of disposed of material to comply with applicable regulation and provide a copy to owner at the end of construction. Owner shall pay for the tipping fees, if any. Quantity shall be measured by tri-axle truck volume.

57.0 ITEM E5 – (BONDING AND INSURANCE)

Under this lump sum item, the Contractor shall include the cost of Insurance, Bid Bond, Performance Bond and Labour Material Payment Bond.

Bond amounts, etc. are specified elsewhere in these tender documents.

58.0 ITEM E6 – “PROVISIONAL” – (CONTRACTOR HOURLY RATES)

As part of the tendering, contractors shall submit hourly rates for major equipment (including rental equipment) and labour as identified on tender form. Pricing for equipment shall include operator and all attachments and also include Office Administration and Contractor's mark up and profits. Pricing submitted shall be used for all additional work elected to be completed on “Time and Material” basis, that may be needed during construction of this project. There are no guarantees on the amount of additional work. Note that any work performed by a sub-contractor shall also be paid at these bid rates. The subcontractor and contractor shall be entitled to mark up as specified elsewhere. It may also be noted that unreasonable and/or unbalanced prices may lead to disqualification of tender, should contractor be unwilling to adjust these prices.

The hourly rates shall be used to assist in determining extra costs in conjunction with “Daily Time and Material Sheet” completed for any extra works. Transportation fees to mobilize/demobilize the piece of equipment are to be included in these rates. No additional charges shall be approved for mobilization/demobilization of equipment regardless of hours used.

The contractor is to further note that the number of hours bid for this tender item can increase or decrease when compared with tender quantities, and contractor shall not be entitled to additional claims.

Payment for Material: Material used on each “Time and Material” project shall be at 120% of the Cost of the Material up to \$3,500, and at 115% of any portion of the Material in excess of \$3,500.

Contractor is to submit to Contract Administrator, original copies of invoices to support claim. Original invoices from subcontractor must also be provided to contract administrator to support claim along with signed daily time and material sheets.

Where the Contractor arranges for work on a “Time and Material” Basis, and a part of it is performed by subcontractors on a Time and Material, the sub-contractor's work shall also be governed by hourly rate(s). General Contractor shall receive a profit markup calculated on the following basis for the work completed by the Subcontractor:

- a) 15% of the first \$3,500; plus

- b) 10% of the amount from \$3,500 to \$12,000; plus
- c) 5% of the amount in excess of \$12,000.00

59.0 ITEM E7 – (PRECONSTRUCTION SURVEY OF ALL BUILDINGS)

The lump sum price for this item shall be full compensation to undertake a preconstruction survey of all buildings adjacent to the construction limits. The Contractor shall hire an Independent Vibration Specialist for this section of the work. The precondition survey must be completed a minimum of 2 weeks prior to mobilization. A company with a minimum of ten (10) years demonstrated experience in loss control for heavy construction in urban areas. The Owner and/or Contractor Administrator may at their discretion request references of the Vibration Specialist. Should the Owner/Contract Administrator not accept the Vibration Specialist proposed, the contractor shall source an additional contractor at no additional cost to the contract price.

The Independent Vibration Specialist shall provide Professional Errors and Omissions Liability Insurance certificate for a minimum of one million dollars. The certificate of insurance shall be filed with the Owner and/or Contract Administrator before commencement of work.

The specialist shall conduct a Pre-Condition Survey which shall include, at a minimum, all structures immediately adjacent to the work area along with any additional structures and/or landscape features as recommended by the Pre-Condition firm and/or contract administrator at no additional cost to the owner. The survey shall also include an assessment of the work to determine if surrounding physical/landscape features, properties, and infrastructure are at risk of damage caused by the work and ways to mitigate and/or avoid impacts. Survey shall include but not be limited to the interior and exterior of all structures, driveways, sidewalks, walkways, swimming pools, patios, landscape features, etc.

The Pre-Condition Survey report shall include as a minimum the following information and shall be made available to the Owner and/or Contract Administrator as required.

- 1) Type of structure, including type of construction, and the date, if possible, when built.
- 2) Any differential settlements: visible cracks in walls, floors and ceilings shall be identified and described, including a diagram, if applicable, room by room.
- 3) Any other apparent structural, water or cosmetic damage or defect must also be noted.
- 4) The report shall use positive dimensions whenever practical to do so, instead of general terms, e.g., "sagging 25 to 50 mm" as opposed to "sagging badly".
- 5) Clear quality photographs, as deemed necessary for proper recording of significant concerns.
- 6) Video, including pictures, menu driven shall be provided on a portable drive and/or USB Memory Stick capable of holding the amount of information of the completed inspection. Provide 1 copy to owner, and 1 copy for contract administrator.

The standard inspection procedure will include the provision of an explanatory letter to the building owner and/or tenant with a formal request for permission to carry out an inspection. This letter shall not be sent out until approved by the owner and/or contract administrator. In addition, the contractor shall use a tracking sheet to show method of delivery and responses provided by homeowners/tenant.

The Contractor shall provide, prior to construction, in the format outlined herein at no additional expense, two copies of the Pre-Condition Survey Report. Photographs of exterior features such as foundations, driveways, walkways, shall be provided to the Contract Administrator. The survey report shall indicate the address of each of the properties inspected, the refusals received, and an evaluation of any evident or potential hazards that exist. This information shall be provided to the owner and/or contract administrator prior to the release of any payment.

Payment on a lump sum basis for the above work shall be full compensation for all labour, equipment and material required to do the work.

60.0 ITEM D7 – “PROVISIONAL” – (CONTINGENCY ALLOWANCE)

The Tenderer agrees that he/she is not entitled to payment of the Contingency Allowance except for additional work carried out by him/her in accordance with the Contract and only to the extent of such additional work, as authorized by the owner/ contract administrator in writing. Engineer & contractor must fill out Daily Time & Material sheet form included in the tender document within 24 hours of when the work has been completed in order for contractor to be entitled for payment.

DIVISION 5

LIQUIDATED DAMAGES AND CONTRACT TIME

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1.0 TIME

Time shall be of the essence of this Agreement. Paving must be completed by October 31, 2026.

2.0 PROGRESS OF THE WORK AND CONTRACT TIME

The Contractor shall complete all Work within the Contract Time stipulated in the Tender Form. The Contract Time will commence upon the Owner's or the Contract Administrator's written order to commence work. If the Contract Time 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 Contract Time. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of the Work and no additional compensation will therefore be allowed.

3.0 EXTENSION OF CONTRACT TIME

An extension of time may be granted in writing by the Owner in the event of the Work being delayed beyond the prescribed Contract Time. Such extension may be for such time as the Owner may prescribe, and the Owner shall fix the terms on which the said extension may be granted. An application for an extension of the Contract Time shall be made in writing by the Contractor to the Owner at least thirty (30) days prior to the completion date fixed by the Contract Time. The date of expiry of all insurance and bonds or other surety furnished to the Owner by the Contractor shall be extended at the expense of the Contractor to at least two (2) months beyond the extended date of the Contract Time, and the Contractor shall furnish the Owner with evidence of such extension of the insurance and bond or other surety.

An extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Owner whatsoever under this Contract, and all such rights shall continue in full force and effect after the time limited in this Contract for the completion of the Work, and, whenever in this Contract power or authority is given to the Owner or the Contract Administrator, or any person to take any action consequent upon the act, default, neglect, delay, breach, non-observance or non-performance by the Contractor in respect of the work or Contract or any portion thereof, such powers or authorities may be exercised from time to time, and not only in the event of the happening of such contingencies before the time limited in this Contract for the completion of the work but also in the event of the same happening after the time so limited in the case of the Contractor being permitted to proceed with the execution of the Work under an extension of time granted by the Owner. In the event of the Owner granting an extension of time, time shall continue to be deemed of the essence of this Contract

4.0 LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that in case all of the Work called for under the Contract is not substantially completed or completed by the expiration of the Contract Time as stipulated above, damages will be sustained by the Owner and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damages which the Owner will sustain in the event of and by any reason of such delay, and the parties hereto agree that the Contractor will pay to the Owner (in addition to amounts payable to the Owner with respect to site supervision of the work), the sum of Seven Hundred Dollars (\$700.00) per day for liquidated damages for each and every calendar days delay in finishing the work beyond the Contract Time and it is agreed that this amount is an estimate of the actual damage to the Owner which will accrue during the period in excess of the date established by the Contract Time.

The Owner may deduct any money due under this clause from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this clause are in addition to and without prejudice to any other remedy, action or alternative that may be available to the Owner.

The Contractor shall not be assessed with liquidated damages for any delay caused by acts of God, or of the public enemy, acts of the Province or of any foreign state, fire or flood which is not caused by the Contractor's negligence, epidemics, quarantine restrictions, embargoes or delays of Subcontractors due to such causes.

DIVISION 6

SUPPLEMENTAL GENERAL CONDITIONS

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1.0 OPS GENERAL CONDITIONS OF CONTRACT – CLAUSE 6.03.02

Additional Named Insureds

All liability insurance provided in compliance with the terms of this Contract shall name, as additional insureds, the Municipality of West Grey, GSS Engineering Consultants Ltd., County of Grey, Province of Ontario and Federal Government of Canada (if applicable).

2.0 OPS GENERAL CONDITIONS OF CONTRACT – CLAUSE G.C.7.01.07

Compliance with the Occupational Health and Safety Act

Clause G.C.7.01.07 of the OPS General Conditions of Contract is deleted and replaced with the following:

- 7) The Contractor shall execute the terms of the Contract in strict compliance with the requirements of the Occupational Health and Safety Act, RSO 190, c.0.1 (the Act) and Ontario Regulation 213/91 (Construction Projects) and any other regulations under the Act (the Regulations) which may affect the performance of the Work, as the Constructor or Employer, as the case may be. The Contractor shall ensure that:
 - a) Worker safety is given first priority in planning, pricing and performing the Work;
 - b) Its officers and supervisory employees have a working knowledge of the duties of a “Constructors” and “employer” under 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 carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers; and,
 - f) All Subcontractors employed by the Contractor to perform part of the Work and their employees are properly protected from injury while they are at the work area.

The Contractor when requested shall provide the Owner with a copy of its health and safety policy and program at the pre-construction 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 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 which 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 regulations.

The Contractor shall immediately, upon receipt, provide the Owner a copy of all correspondence from the Ministry of Labour including but not limited to Project Form(s), Stop Work Order(s) and Certificate(s) of Offence.

3.0 OPS General Conditions of Contract – Clause GC 8.02.04.02.01 Daily Work Records

Delete and replace with the following:

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 material used on each Time & Material project, should be reconciled and signed each day by both the Contractor's representative and the Contract Administrator.

The attached form entitled "Daily Time & Material Sheet" shall be utilized for work that will be undertaken on Time & Material basis.

Daily Time & Material Sheet
for Time & Materials Claim for Extra Work

This sheet must be signed by the Contractors Site Supervisor and GSS Engineering Consultants Ltd.'s Site Inspector within one (1) working day of the claimed extra work.

Project Name:	Date of Claimed Extra Work:
Work Item:	
Equipment Used and Hours:	
Material Used and Quantities (attach receipts, tickets, etc.):	
Labour Used Including Hours of Labour:	

Contractor's Site Supervisor Name and Signature

GSS Engineering Consultants Ltd.'s
Site Inspector Name and Signature

Date

Date

NOTES – Completion of the above form, including signature of GSS Engineering Consultants Ltd. Site Inspector, does not indicate that claim for Extra Work will be approved by Engineer in charge or Owner. To be considered by Engineer, this sheet must be signed and approved by the GSS Engineering Consultants Ltd.'s Site Inspector by the end of the next working day after the day the work was completed.

Check If Applicable:

- By signing this form, I only acknowledge the work completed and equipment, material and labor involved and do not necessarily agree to the work as extra, a decision to be made by Engineer

DIVISION 7

OPSS.MUNI 100 General Conditions of Contract (November, 2024)



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.
- .02 In the event of a conflict of a reference to the number and caption of a section, subsection, clause, or paragraph, reference shall be made to the caption.

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 <i>Occupational Health and Safety Act</i>
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 according to 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 according to 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. O.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. 1.0 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 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. The Contract Administrator shall give a decision in writing within a reasonable time.
- .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 according to the Contract Documents. Unless specified otherwise, the Contract Administrator shall respond to submissions requiring approval according to the Contract as soon as possible but not longer than 5 Business Days, or timelines mutually agreed in writing, excluding any requests for extensions of Contract Time.
- .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 according to 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 according to an agreed upon schedule, or otherwise, with reasonable promptness so as not to cause delay in any part of the Work.
- .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 sufficient 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: See subsection GC 3.07, Delays.
 - b) Changes in the Work: See clause GC 3.10.01, Change in the Work.
 - c) Extra Work: See clause GC 3.10.02, Extra Work.

- d) Additional Work: See clause GC 3.10.03, Additional Work.
- .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; or
 - b) Errors in the Contract Documents; or
 - 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; or
 - 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; or
 - e) The Contract Administrator giving notice under section GC 7.0, Suspension of Work; or
 - f) Abnormal Weather provided that in the case of an application for an extension of Contract Time, due to the Abnormal Weather, the Contractor shall, with the Contractor's application, submit evidence from Environment Canada, together with detailed calculations in support of such application; or
 - g) Archaeological finds, according to subsection GC 3.15, Archaeological Finds,
 - h) The presence of species at risk as defined in the *Species at Risk Act* (S.C. 2002, c. 29) and/or the *Endangered Species Act*, S.O. 2007, c. 29 not otherwise identified in the Contract Documents, then, the Contractor shall be granted an extension of Contract Time according to subsection GC 3.06, Extension of Contract Time or Interim Completion Dates, and shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay.
- .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 according to 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 according to 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, according to 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 according to 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 according to 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 according to 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 according to 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 according to 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 according to 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 according to clause GC 8.02.05, Payment on a Time and Material Basis, the parties shall proceed according to 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 their jurisdiction or have otherwise disqualified themselves:
 - 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 them.
- .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 their 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 according to 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, according to 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 according to clause GC 3.07.01.
- .03 Any Work directed or authorized in connection with an archaeological find shall be considered as Extra Work according to 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 According to 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 according to 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 OSHA 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 OSHA.

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 according to 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 according to 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;
- c) 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 according to 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 according to 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 according to 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 \$5,000,000 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 \$5,000,000 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 \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the Owner. 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 \$5,000,000 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 according to 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 according to 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 an officer of the Contractor and either 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 by an officer of the Contractor and in addition, a signature by an officer of the insurer or the under writer or the broker.

- .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 according to 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) The Contractor's 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) The Contractor's 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 When requested, the Contractor 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 "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 Contractor 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:

- a) Knowledge, training, and experience to perform the duties;
- b) Is familiar with Book 7 of the Ontario Traffic Manual; and
- c) 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 according to 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 according to 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 according to 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 according to 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 according to 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 according to 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 human-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 according to 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 be 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 Documents. 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.
 - 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 to do the work. 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 cement concrete shall be assessed at the rate of 25% of the Contract price for each aggregate stockpiled.
 - ii. Commercial Sources
 - (A) 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 so 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 according to 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 to 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 to 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 according to 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 Rate.

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 Rate.
- .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, according to 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 on a Time and Material Basis is assigned or sublet to a related entity or associated corporation with common ownership to the Contractor as defined by the *Securities Act*, RSO 1990, cS.5, then the Contractor markup is not permitted.

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 according to 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 on a Time and Material Basis, including all cost of general supervision, administration, and management time spent on the Work on a Time and Material Basis, and no other payment or allowance shall be made in respect of such Work on a Time and Material Basis.

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 according to the Contract, the Contractor shall pay such amounts as are specified in the Contract Documents.