

POTOMAC BRIDGE REPLACEMENT

MUNICIPALITY OF HURON SHORES

CONTRACT NO. 22-0887



Tender Close: Thursday August 17th, 2023; 4:00:00 pm

LIST OF CONTRACT DOCUMENTS

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Soils Report	TULLOCH Geotechnical Report 22-0887-20-2050-001
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INFORMATION TO TENDERERS

CONTRACT 22-0887

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THE MUNICIPALITY OF HURON SHORES

CONTRACT 22-0877

INFORMATION TO TENDERERS

1. GENERAL

Please read this section carefully.

These general conditions, instructions to bidders, and specifications forming a part of this tender, shall constitute a valid and binding contract between the successful tenderer and the Municipality of Huron Shores, and it shall enure to the benefit of, and be binding upon both their successors, executors, administrators and assigns.

2. DEFINITIONS

The words "Municipality" or "Corporation" or "Owner" means the Municipality of Huron Shores

The word "Engineer" shall be understood as referring to TULLOCH Engineering Inc.

The word "Contract" or "Contract Administrator" means the agreement to do the work entered into with the Corporation, the general conditions, the specifications, the drawings, and other documents referred to or connected with the said contract.

The words "Contractor" or "Tenderer" means the person or persons who have undertaken to carry out this contract

The word "Work" shall mean the execution of the whole work, and things required to be done, mentioned, or referred to, in the contract documents and including all extra or additional work that may be ordered by the Engineer.

The words "Working Day" mean any weekday,

- 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 there from, from proceeding with a Controlling Operation. For the purpose of this definition, this will 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 a 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) on-delivery of Owner supplied materials,
 - iii) any cause beyond the reasonable control of the Contractor, which can be substantiated by the Contractor to the satisfaction of the Contract Administrator.

An exception will not be made to the Contractor for the Contractor's inability to provide the normal labour and equipment force for at least 8 hours per day, 5 days per week, Monday through Friday

on a Controlling Operation, as a result of other contracts, projects or activities the Contractor may be completing.

The words "Controlling Operation" mean any component of the Work, which, if delayed, will delay the completion of the work.

3. DELIVERY AND OPENING OF TENDER

Sealed Tenders, properly marked as to the contents, will be received at the Municipal office, 7 Bridge Street, P.O. Box 460, Iron Bridge, Ontario, Canada until 4:00:00 p.m., local time:

August 17th, 2023

A public opening of the tender will be held at 4:10 p.m., local time, August 17th, 2023, in the Council Chambers

One copy of the Form of Tender together with the specified attachments, duly completed and sealed in an envelope marked "**Tender for the Municipality of Huron Shores – Contract No. 22-0887 – Potomac Bridge Replacement**" must be delivered by hand or mail to the above address, not later than the closing time noted above on the closing date. Email submissions will be accepted, provided that the Contractors wish to submit via email to:

Email Submissions shall be sent to: natashia@huronshores.ca
& Amber@huronshores.ca

The email time stamp on the Municipalities' computer at the time of them receiving it will be used to time stamp the submission. The electronic submissions will not be opened until after 4:00:00pm and the documents printed for the purposes of the public opening.

The Municipality reserves the right to reject any or all bids and the lowest tender will not necessarily be accepted.

4. INFORMAL TENDERS

Tenders which are incomplete, unbalanced, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal. All blanks must be legibly and properly completed, in ink or typewriter, otherwise the Tender may be declared informal. Persons tendering are required to fill in all blanks. Tenders that contain prices which appear to be unbalanced as likely to affect adversely the interests of the owner may be rejected. Should any uncertainty arise as to the proper manner of doing so, instruction on proper procedure will, upon request, be given by the Engineer.

The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Tenderer before or after, or by reason of, the acceptance or the non-acceptance by the Owner of any tender, or by reason of delay in the acceptance of a tender, save as provided in the contract. Tenders are subject to a formal contract being prepared and executed. 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 and the lowest or any tender will not necessarily be accepted.

5. TENDER DOCUMENTS

All tenders must be made on the printed forms supplied for that purpose. No others will be considered. Each tender shall be in accordance with the Contract Documents and shall include a

completed Form of Tender, an Agreement to Bond, Statement of Canadian Content, Tender Deposit, List of Tenderer's Senior Staff and the completed List of Subcontractors.

The Tenderer shall give the Total Tender Value both in words and in figures and, except as is otherwise specifically permitted in the Form of Tender, shall fill in all blank spaces for unit prices, lump sums prices, and other information requested in the Form of Tender.

6. FEE FOR PLANS AND SPECIFICATIONS

A non-refundable cheque in the amount of \$100.00, made payable to the Municipality of Huron Shores, is required for a single (1) full hardcopy of the plans and specifications. The Tenderer to which the contract is awarded will be furnished with three (3) copies of documents and drawings at no charge.

7. DISCREPANCIES AND ADDENDA

If a Tenderer finds discrepancies in, or omissions from the Contract Documents, or if he is in doubt as to their meaning, he shall notify the Engineer in writing, who may issue a written addendum. Neither the Owner nor the Engineer will make oral interpretations of the meaning of the Contract Documents. It will be the Contractor's responsibility to clarify any details not mentioned in this contract or shown on the accompanying plans, before submitting his bid. The unit prices as tendered shall include the supply of all labour, equipment and materials, except as otherwise noted, required to complete this contract to the satisfaction of the Engineer.

Tenderers may, during the tendering period, be advised by Addenda, of required additions to, deletions from, or alterations in the Tender Documents. All such changes shall become an integral part of the Tender Documents and shall be allowed for in arriving at the Total Tender Value. The tenderers shall insert, in the space provided in the Form of Tender, the numbers of all Addenda received by them during the tendering period, including any bound into the Contract documents, and those received by mail and/or otherwise. If no Addenda have been issued insert the word "NONE" in the space provided.

8. INQUIRIES DURING TENDERING

The Tenderer is advised that inquiries regarding the interpretation of the plans or specifications shall be directed to the consultant **in writing**, TULLOCH Engineering Inc, Attention: Mr. Matt Kirby P. Eng., Telephone: 1 (705) 949-1457, Fax: (705) 949-9606, Email:matt.kirby@TULLOCH.ca.

9. EXAMINATION OF SITE

The Tenderer shall visit the site of the work before submitting his tender and shall, by personal examination, satisfy himself as to the local conditions that may be encountered during construction of the work. He shall make his own estimate of the facilities and difficulties that may be encountered and the nature of the sub-surface materials and conditions. He shall not claim at any time after submission of his tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

10. WITHDRAWAL OR QUALIFYING OF TENDER

Tenderers who have already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate any and all tenders previously submitted by that tenderer for this contract.

11. HARMONIZED SALES TAX

This project is taxable under the Harmonized Sales Tax

12. TENDER DEPOSIT

Every tender shall be accompanied by a tender deposit in the form of a certified cheque or bid bond payable to the Municipality of Huron Shores in an amount equal to:

\$50,000.00

Such deposit shall be security to the owner that the Tenderer, if awarded the contract will execute the agreement, supply bonds, insurance documents and a Workers' Compensation Board Clearance Certificate within two (2) weeks of being notified of the award, and start work as specified. The security will be forfeited to the Municipality if the accepted Tenderer fails to enter into the formal contract within the specified time.

Tender deposits of all Tenderers except the lowest and second lowest Tenderers, will be returned within five (5) working days after the tender closing.

The tender deposit of the two low Tenderers will be retained until a tender has been accepted and the contract properly executed.

13. BONDS

The Contractor, together with a surety company approved by the Owner and authorized by law to carry on business in the Province of Ontario, shall, unless otherwise directed, furnish to the Owner in triplicate, within seven days after notification, **a Contract Material and Labour Payment Bond for 50% of the amount of the Total Tender Value and a Contract Performance Bond for 100% of the amount of the Total Tender Value** and such additional amount, if any, as may be required by the owner. Such bonds shall be approved by and acceptable to the Corporation and must be furnished when the contract is signed by the Contractor.

14. AGREEMENT TO BOND

Each tender must be accompanied by an "Agreement to Bond" from an approved guarantee company as surety that the Tenderer can obtain the required Contract Material and Labour Payment Bond and the required Contract Performance Bond.

15. AGREEMENT

The Tenderer agrees that, if requested to do so by the Owner or anyone acting on its behalf, within 60 days after the date of tender opening, he will execute in triplicate and return to the Owner, the Agreement in a form bound herein within seven days after being so requested.

The tender shall therefore be kept open for acceptance for the period noted above.

16. WORKPLACE SAFETY & INSURANCE BOARD

The Contractor shall furnish evidence of compliance with all requirements of the Workplace Safety & Insurance Act of Ontario. Such evidence shall include a Certificate of Good Standing issued prior to the execution of the contract, and a further certificate issued prior to the release of the Construction Lien Act Holdback.

17. PROOF OF ABILITY

In order to assist the Owner in determining the capability of each tenderer, the tenderer shall complete the following statement sheets, which are bound herein and submit with the tender: If the Tenderer prefers, in lieu of completing the above mentioned statement sheets, the required information on said sheets may be submitted on similar forms prepared by the Tenderer. The said forms must bear the Tenderers name and the date of preparation and contain the same current information.

Statement of Tenderers Experience

The Tenderer shall submit with his tender a list of projects completed involving work similar to this contract, for his own forces and the subcontractor.

Statement of Tenderers Senior Supervisory Staff

The Tenderer shall submit with his tender a list of all senior supervisory staff to be employed on this contract, including a summary of the experience of each.

Statement of Construction Plant (Equipment Inventory)

The Tenderer shall submit a list of the type of construction plant he has available or intends to use during the contract.

Statement of Subcontractors

The Tenderer shall submit with his tender a full list (with addresses) of all subcontractors he proposes to use on the project. Subcontractors not listed at time of tender opening will be considered hired equipment. The Contractor, on request by the Engineer must supply previous work experience of any subcontractors to be used on his contract.

18. PROJECT SUPERVISION

The contractor shall, during the whole of the contract, provide an on-site Project Superintendent, (the individual of which is to be mutually agreed upon by the Contractor and Contract Administrator), who shall be responsible for and have authority over all work performed under this Contract, or extension to this Contract. The Project Superintendent shall be fully conversant in the terms and requirements of the Contract Documents, all Provincial and Municipal Health and Safety Regulations, OPSS, and OPSD, and any other specification referred to in the Contract Documents. The Project Superintendent shall remain on site at all times that work is being performed whether by the Contractor or Subcontractor. Replacement of the Project Superintendent is strictly forbidden unless prior written approval is obtained from the Contract Administrator.

19. LABOUR AND MATERIAL

The contractor shall provide and furnish all manner of labour, materials, apparatus, scaffolding, utensils, and cartage of every description needful for the due performance of the work, and render all due and sufficient facilities to the Engineer for the proper inspection of the work. The Engineer may require the contractor to dismiss any workman or workmen who may be incompetent, uncivil, or abusive: the workmen and contractor only being admitted to the grounds for the purpose of proper execution of the work.

The Contractor will be required to use local manpower as much as possible for the work under this contract.

20. OCCUPATIONAL HEALTH AND SAFETY ACT

For purposes of the Occupational Health and Safety Act, the Contractor for this project will be designated as the Constructor, and will have the responsibilities of the Constructor as set out in the current Act and its Regulations.

To this end the Ministry of Labour shall be notified of the commencement of work on the project, with copies of such notification to be forwarded to the Corporation.

The Contractor will agree to take responsibility for any health and safety violations as well as the cost to defend any charges as a result of any violation.

21. HOURS OF WORK

Time is of the Essence on this project. Hours of work will be a minimum of **8 hours per day, 5 days per week, Monday to Friday**. Any additional expenses, including overtime, to meet this schedule and completion date will be the responsibility of the Contractor and is to be included in the Contractor's Tender Price.

22. STATUTORY DECLARATION OF PAYMENTS, LIENS & LIABILITIES

Prior to the release of the Construction Lien Act Holdback, the Contractor shall be required to complete a "Statutory Declaration of Payments, Liens and Liabilities" form. The Corporation will supply the Contractor with the necessary form. A sample copy of such a form is included at the back of the "Information to Tenderers".

23. POWER OF OWNER TO COMPLETE WORK

Should the contractor become insolvent or at any time refuse to or neglect to supply sufficient properly skilled workmen or materials of the proper quality, or fail in any respect at any time to prosecute the work with promptness or diligence, or fail in the performance of any agreements herein contained, such refusal, neglect, or failure being certified by the Engineer, the Owner shall be at liberty after three days written notice to the contractor to provide any such labour or materials, and to deduct the cost thereof from any money then due under the contract or thereafter to become due under the contract to the contractor. If the Engineer should notify the Owner that such refusal, neglect, or failure is sufficient grounds for such actions, the Owner shall also be at liberty to terminate the employment of the contractor for said work and to enter upon the premises and take possession for the purpose of completing the work under the contract, all materials, tools, and appliances thereof and employ any other persons to furnish the work.

In case of any discontinuance of the employment of the contractor, he shall not be entitled to receive further payments under the contract until the said work will be wholly finished, at which time, if the unpaid balance of the amount to be paid under the contract shall exceed such unpaid balance the contractor shall pay the difference to the Owner. The expense incurred by the Owners as hereinafter provided either for furnishing materials or for finishing work, and any damage incurred through such default shall be audited and certified by the Engineer whose certificate shall be conclusive upon all parties.

24. DRAWINGS AND SPECIFICATIONS

The drawings and specifications forming a part of the official contract, were prepared by TULLOCH Engineering Inc, 71 Black Road, Unit 8, Sault Ste. Marie, Ontario, P6B 0A3. One complete copy of all contract documents in good order shall be kept by the contractor at the site of work.

The Engineer may furnish additional drawings to clarify the work; such drawings shall become part of the contract documents.

The Contractor shall indemnify and save harmless the Consultants, TULLOCH Engineering Inc., the Corporation of the Municipality of Huron Shores from and against all claims, demands, losses, costs, damages, action suites or proceedings by third parties, directly or indirectly arising or alleged to arise out of the performance or failure to perform the Work.

Any representations in the tender documents and drawings are furnished merely for the general information of tenderers and are not in any way warranted or guaranteed by or on behalf of the Owner or the Owner's consultants and sub consultants or the consultants' or sub consultants, employees and neither the Owner nor its consultants or its employees shall be liable for any representations negligent or otherwise contained in the documents.

These design documents are prepared solely for the use by the owner and there are no representations of any kind made by TULLOCH, its employees and sub consultants and its employees to any party with whom TULLOCH has not entered into a contract.

25. WASTE SITE SALVAGED TIMBERS STOCKPILE OF GRANULARS AFTER CONSTRUCTION

All fill/excavated material from the bridge shall be delivered to the Ward 3 – Municipal Waste Site at 40 Red Rock Road, Iron Bridge, ON. The waste site is approximately 1km off Hwy 546 and approximately 4km north of Iron Bridge on Hwy 546.

26. ENGINEER'S AUTHORITY

The Engineer may supervise and direct all the work to the extent of ensuring the fulfillment of the contract and the completion of the work in accordance with the plans and specifications. He/She shall determine the quantities of the several kinds of work which are to be paid for under contract, and determine all questions relating to the said work and construction thereof. The Engineer shall in all cases decide every question which may arise relative to the performance of the contract, and his estimate and findings shall be final. He/she shall, within a reasonable time, tender a decision on all claims by the contractor and all questions which may arise relative to the performance of the work, or the interpretation of the contract. The contractor shall at all times and at his own expense furnish all reasonable aid and assistance required by the Engineer or any Inspector for the proper inspection and examination of the work or part thereof. The contractor, at his own expense, shall furnish samples for testing when required and shall furnish all reasonable facilities for the inspection of the material and workmanship. The contractor shall obey the directions and instructions of any Inspector and they shall be made in writing at the request of the Contractor.

Notwithstanding any inspection that the Corporation might carry out, the failure of the Engineer or the Inspector to condemn or object to any defective work or material shall not constitute a waiver of any specifications of the approval or acceptance of such defective work or material and, except as otherwise provided herein, the contractor shall be and remain liable for such defective work or material and any loss, costs, charges, or expenses in connection therewith.

27. CLEANING UP

After all work is completed, the site of the work shall be cleared of all remaining materials, waste, etc., and left in a neat and tidy condition.

28. CONDUCT OF CONTRACT

The Engineer shall have the conduct of the Contract. During the course of the execution of the contract, should any discrepancies appear, or differences of opinion or misunderstanding arise as to the meaning of the contract, or of the specifications, or as to the due and proper execution of the work, or as to any other questions or matters arising out of the contract, the same shall be determined by the Engineer, whose decision shall be final and binding upon all parties concerned, and from it there shall be no appeal.

29. APPROVALS

The award of the Contract is subject to the Owner receiving all approvals for the Work, including if applicable, but not limited to, successful completion of the MNR Work Permit or Conservation Authority permits under O.Reg. 176/06, Request for Review application by the Department of Fisheries and Oceans under the Fisheries Act.

FORM OF TENDER

FT.01 TENDER PRICE

- A. Offer by - Contractor –
Address –
City/Province –
Postal Code –
Date -

To the **Municipality of Huron Shores**

We, the undersigned, having examined the site of the Work, having carefully investigated the conditions pertaining to the Work and having secured all the information necessary to enable us to submit a bona fide tender, and having inspected all the Contract Documents and Drawings, hereby agree to enter into a contract and to perform all the Work in accordance with the Contract Documents and Drawings to the satisfaction of the Engineer for the total tender price of:

_____ (\$ _____).

FT.02 CONTINGENCIES

- A. We agree that the tender price includes the contingency sum of **\$ 100,000.00** and that no part of this sum shall be expended without the written direction of the Engineer, and any part not so expended shall be deducted from the tender price.

FT.03 QUANTITIES

- A. The tender price is compiled from the Schedule of Tender Prices included hereinafter. The quantities in the schedule being approximate, we agree that the final valuation will be made on the basis of actual quantities measured during and on completion of the Work at the prices in the schedule.

FT.04 ADDITIONS AND DEDUCTIONS

- A. We agree that the valuation of additions to, and deductions from, the contract shall be made as follows:
1. The unit prices in the Schedule of Tender Prices shall apply where appropriate.
 2. If the prices in subsection 1 are not appropriate, valuation will be made by one of the following methods:
 - (i) The Engineer may ask the Contractor for a quotation for the proposed work.
 - (ii) If the quotation referred to in (i) above is not accepted by the Engineer, payment will be made on a Time and Material Basis according to GC 8.02.04. of the General Conditions.

FT.05 ADDENDA

- A. We agree that we have received addenda ____ to ____ inclusive, and the tender price includes the provisions set out in such addenda.

FT.06 COMMENCEMENT

- A. We agree to commence Phase 1 Work onsite by **September 25th, 2023** based on Award of Contract by **August 28th, 2023**.

FT.07 COMPLETION

- A. We agree to complete all Work for this project by the end of September 2024

FT.08 LIQUIDATED DAMAGES

- A. We agree that in case all Work called for under the Contract is not finished or completed within the Date of Completion specified aforementioned to or as extended in accordance with subsection GC3.06, Extension of Contract Time, of the General Conditions of Contract a loss or damage will be sustained by the Owner. We agree that the Contractor will pay to the Owner the sum of **\$1,000.00 + HST** as liquidated damages for each and every working day delay to finish the work beyond the date of completion prescribed. We agree that this amount is an estimate of the actual loss or damage to the Owner which will accrue during the period in excess of the prescribed date of completion.

FT.09 SCHEDULE OF TENDER PRICES

This Schedule is referred to in Clause FT.03 above.

Item No.	OPSS/OPSD/SP	Description	Estimated Quantity	Units	Unit Price	Item Amount
Part A						
A1	SP	Mobilization/Demobilization		Lump Sum		\$
A2	SP	Environmental Protection		Lump Sum		\$
A3	SP	Traffic Control Plans/Signage/Traffic Signals		Lump Sum		\$
A4	SP S201	Close Cut Clearing	0.05	Ha.	\$	\$
A5	SP	Earth Excavation for Temporary Bridge Foundations		Lump Sum		\$
A6	SP	Supply, Place Concrete including reinforcing bars for the Temporary Bridge Foundations (including precast blocks for ballast wall and bearing seats)		Lump Sum		\$
A7	SP	Temporary Bridge – Backfill		Lump Sum		\$
A8	S314	Granular “B” (in place) for By-pass Roadway	825	m ³		\$
A9	S314	Granular “A” (in place) for By-pass Roadway	75	m ³		\$
A10	S209	Geotextile for Separating by-pass granular from native soils (Terrafix 270R or equal)	760	m ²	\$	\$
Subtotal Part A						\$
Part B						
B1		Supply Temporary Bridge - Acrow 30.48m (100ft) span, 4.1m wide roadway		Lump Sum		\$
B2		Install Temporary Acrow Bridge onto Temporary Foundations, including anchors, bearing pads, etc.		Lump Sum		\$
B3		Supply and install temporary traffic barrier along both shoulders of temporary by-pass roadway full length both sides of temporary bridge structure		Lump Sum		\$
B4		Supply and install temporary traffic signals/lights at either end of by-pass roadway		Lump Sum		\$
B5	SP	Surface Treatment Removal/Scarifying	1005	m ²	\$	\$
B6	SP S510	Demolition, removal and disposal of existing bridge and railing systems (including approach guiderail and posts)		Lump Sum		\$
B7	SP S180	Earth Excavation for Structures (temporary and permanent)	265	m ³	\$	\$

	S182 S517 S518 S805					
B8	SP S182 S903 S906	Steel H Piles	320	m	\$	\$
B9	SP S903	Pile Load Testing	Lump Sum			\$
B10	SP S182 S903 S906	Steel Sheet Pile	82.5	m ²	\$	\$
B11	SP S922	Bearing pads & anchor assemblies	Lump Sum			\$
B12	SP S182 S906 S911	Supply, fabrication, delivery and erection of structural steel girders, diaphragms, and shear studs WWF 950x230	Lump Sum			\$
B13	SP S182 S404 S517 S518 S902 S904 S905 S919 S920	Supply and place reinforced concrete for:				
		a) In pile caps	1	L.S	\$	\$
		b) Abutment walls/wingwalls	1	L.S.	\$	\$
		c) Deck slab & Haunches	1	L.S.	\$	\$
		d) Curbs and Railing End Walls	1	L.S.	\$	\$
e) Approach slabs	1	L.S.	\$	\$		
B14	SP S908	Bridge Steel Traffic Barrier	61.4	m	\$	\$
B15	D3340.150 SP	Deck Drains	4	ea.	\$	\$
B16	SP S914 D3370.100 D3370.101	Bridge Deck Waterproofing & Protection Board	195	m ²	\$	\$
B17	S310 SP	Asphalt on Bridge & Approach Slabs	195	m ²	\$	\$
B18	S314	Granular "B" (in place) – for structure	190	m ³	\$	\$
B19	SP D3190.100	Abutment Wall Drains and Weeping Tile Sub-drain below Ballast Wall/Haunch in backfill	Lump Sum			
Subtotal Part B						\$
Part C						
C1	S206	Earth Excavation (Shoulder stripping) – for roadway	105	m ³	\$	\$
C2	S314	Granular "B" (in place) – for roadway above existing grades	203	m ³	\$	\$

C3	S314	Granular "A" (in place) – for roadway	171	m ³	\$	\$
C4	S511 S1004	Rip-rap R-50, Nominal depth of 305mm	193	m ²	\$	\$
C5	S511/512	Geotextile 270R – Non-woven Class II	193	m ²	\$	\$
C6	S511/512	Geotextile 600R – Non-woven Class II	120	m ²	\$	\$
C7	S706	Traffic Control Signing	Lump Sum			\$
C8	SP S730 S732 D922.340 D922.532	Supply and install Steel guiderail on approaches including terminations	72	m.	\$	\$
C9	S802	Topsoil, Imported	50	m ³	\$	\$
C10	S804	Seed and Mulch/Straw Cover	500	m ²	\$	\$
C11	S805/D219.110	Light Duty Silt Fence Barrier	312	m.	\$	\$
C12	S805/D219.180	Straw Bale Flow Check	2	ea.	\$	\$
C13	SP	Trenching, installation and backfilling of horizontal intake pipe for Dry Hydrant.	Lump Sum			\$
Subtotal Part C						\$
Part D						
D1		Bonding & Insurance	Lump Sum			\$
D2		Contingency	Lump Sum			\$ 100,000.00
D3		Pre-construction Survey	Lump Sum			\$
Subtotal Part D						
Definitions:						
S – Ontario Provincial Standards Specifications						
D – Ontario Provincial Standards Drawings						
SP – Special Provisions, (P) Plan Quantity Payment						
ea. – each, t. – Tonnes, k.g. – kilograms						
m. – Linear Metres, m ² – Square Metres, m ³ – Cubic Metres						

SUMMARY OF TENDERED PRICES

Subtotal Part A	
Subtotal Part B	
Subtotal Part C	
Subtotal Part D	
Subtotal	
HST @ 13%	
*** Total Tender Price	

NOTE: The tenderer agrees that he is not entitled to payment of any of the Contingency Allowance except for work carried out by him in accordance with the Contract and authorized by the Engineer. The tenderer is to include the Contingency Allowance in the Total Tender Price

ESTIMATED COST OF MATERIAL TO BE INCORPORATED IN THE WORK \$ _____

ESTIMATED COST OF LABOUR AND ALL OTHER CHARGES \$ _____

TOTAL (MUST EQUAL TOTAL TENDER PRICE) *** \$ _____

THE **TOTAL TENDER PRICE** BASED ON THE ESTIMATED QUANTITIES SHOWN IN THE FORM OF TENDER PRICES IS HEREBY REPEATED IN WRITING.

WE AGREE THAT THE FINAL VALUATION WILL BE MADE ON THE BASIS OF ACTUAL QUANTITIES AS DETERMINED BY THE ENGINEER AND AT THE PRICES AS SET OUT IN THE FORM OF TENDER PRICES:

OFFERED ON BEHALF
OF THE CONTRACTOR

COMPANY NAME

SIGNATURE

CONTRACTOR'S SEAL

SIGNATURE

WITNESS

COMPANY STREET ADDRESS

CITY, PROVINCE, POSTAL CODE

DATE OF OFFER

[Note: Contractor to have the necessary signatures to bind the company. If a contractor's seal is used there is no need for the offer to be witnessed. If no contractor's seal is used then a witness seal needed.]

TENDERER'S EXPERIENCE ON SIMILAR PROJECTS

Similar projects where Tenderer acted as prime or subcontractor.

SUBCONTRACTORS TO BE EMPLOYED

TRADE

SUBCONTRACTOR (Name & Address)

VALUE

TENDERER'S STAFF AND EQUIPMENT

STAFF (Please indicate designated on site superintendent)

EQUIPMENT

EQUIPMENT TO BE USED

OWNED OR RENTED

AGREEMENT BETWEEN OWNER & CONTRACTOR

THIS AGREEMENT made ON THE ____ Day of _____ 2023

by and between: The Municipality of Huron Shores

(hereinafter called the “Owner”)

- and

(hereinafter called the “Contractor”)

The Owner and the Contractor agree as follows:

ARTICLE 1 - THE WORK

A general description of the work is:

- (a) **Potomac Bridge Replacement**, including but not limited to removal of the existing timber bridge (salvaged timber beams shall be taken to the Municipal waste site and stacked in a location approved by the Owner), installation of temporary by-pass roadway and temporary bridge including temporary bridge foundations, traffic control and traffic protection, installation of deep foundation required for the new permanent 2 lane bridge with an overall deck width of 8.8m (out to out of decking), all structural steel, concrete, excavation & earthworks necessary to construct the bridge in general accordance with the plans and specifications developed by TULLOCH Engineering Inc. It is expected that the temporary bypass roadway and temporary bridge foundations be constructed in late summer – early fall of 2023 and the remainder of the bridge construction will take place starting in May 2024 and be completed by the end of September 2024.

- (b) The Contractor shall, for the prices set out in the Form of Tender and except as otherwise specifically provided, provide at no additional cost to the Owner all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in these Contract Documents and shall forthwith according to the instructions of the Engineer, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Owner within the time specified in the Contract Documents.

ARTICLE 2 - CONTINGENCY ALLOWANCE

In the event that the Form of Tender provides for and contains a Contingency Allowance, it is

understood and agreed that such Contingency Allowance is merely for the convenience of accounting by the Owner, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by the Contractor as directed by the Engineer and in accordance with the Contract Documents and only to the extent of such extra or additional work.

ARTICLE 3 - CONFLICT

In case of any inconsistency or conflict between the provisions of this Agreement and the Contract Documents and Drawings the Provisions of such documents shall take precedence and govern according to subsection GC2.02 of the General Conditions as detailed following:

- | | |
|-----------------------------|-------------------------------------|
| (a) Agreement | (g) Tender |
| (b) Addenda | (h) Supplemental General Conditions |
| (c) Special Provisions | (i) General Conditions |
| (d) Contract Drawings | (j) Working Drawings |
| (e) Standard Specifications | |
| (f) Standard Drawings | |

ARTICLE 4 - AMENDMENTS

The Contract may be amended only as provided in the Contract Documents.

ARTICLE 5 - CONTRACT PRICE

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of this Contract, will be paid for and in respect of the work the sum of:

(\$ _____)

subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the Owner may make payments on account monthly or otherwise as may be provided in the General Conditions attached hereto.

ARTICLE 6 - ADDRESSES FOR NOTICES

Notices in writing between the parties or between them and the Engineer shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended by hand or by registered post; or if sent by regular post, to have been delivered within 5 Working Days of the date of mailing when addressed as follows:

The Owner at the Municipality of Huron Shores

Owner's Name

7 Bridge Street, P.O. Box 460

Street and Number and Postal Box Number if Applicable

Iron Bridge, Ontario, P0R 1H0

Post Office or District, Province, Postal Code

The Contractor at _____

Contractor's Name

Street and Number and Postal Box Number if Applicable

Post Office or District, Province, Postal Code

The Engineer at TULLOCH Engineering Inc.

Engineering Company

Unit 8, 71 Black Road

Street and Number and Postal Box Number if Applicable

Sault Ste. Marie, Ontario, P6B 0A3

st Office or District, Province, Postal Code

ARTICLE 7 - CONTRACT DOCUMENTS

A copy of each of the Specifications, General Conditions, Supplemental General Conditions, Special Provisions, Form of Tender, Tendering Information and Contract Drawings hereto annexed and together with **Drawings 22-0887-C01 thru -C04, 22-0887-TB1, 22-0887-R1 and 22-0887-S1 thru -S9 including S3.1 and S6.1 is/are** made part of this Contract as fully to all intents and purposes as though recited in full herein.

ARTICLE 8 - EXPRESSED COVENANTS

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

ARTICLE 9 - TIME OF THE ESSENCE

Time shall be deemed the essence of this Contract.

ARTICLE 10 – CONTRACTOR’S RESPONSIBILITY

The Contractor declares that in tendering for the works and in entering into this Contract he has either investigated for himself the character of the work and all local conditions that might affect his tender or his acceptance or performance of the work, or that not having so investigated, he acknowledges that his responsibility under the Contract is in no way reduced or limited thereby and, in either case, he is willing to assume and does hereby assume all risk of conditions arising, developing, or being revealed in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfill, than was contemplated or known when the tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever by the Owner or its officers, employees or agents, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Owner.

ARTICLE 11 - SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

OWNER

Owner's name

signature

name and title of person signing

signature

name and title of person signing

WITNESS

signature

name and title of person signing

CONTRACTOR

Contractor's name

signature

name and title of person signing

signature

name and title of person signing

WITNESS

signature

name and title of person signing

LIST OF O.P.S.S. & O.P.S.D.
APPLICABLE TO CONTRACT

The Ontario Provincial Standard Specifications (O.P.S.S.) listed below and those referenced therein form part of the Contract Documents. Specifications listed following can be downloaded at <http://www.raqsa.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage>

<u>O.P.S.S.</u>	<u>VOLUME</u>	<u>ABBREVIATED TITLE</u>	<u>DATE</u>
127	5	Rental Rates for Construction	APR 2018
180	7	Management of Excess Material	NOV 2021
182	7	Environmental Protection in Waterbodies & Banks	NOV 2021
201	7	Clearing & Grubbing	APR 2019
206	7	Grading	APR 2019
209	7	Embankments over Swamps and Compressible Soils	NOV 2015
304	7	Single and Double Surface Treatment	NOV 2016
305	7	Granular Sealing	NOV 2016
310	7	Hot Mix Asphalt	NOV 2017
314	7	Granulars	NOV 2019
353	7	Concrete Curb & Gutter Systems	NOV 2021
491	7	Preservation, Protection and Reconstruction	NOV 2017
501	7	Compacting	NOV 2017
510	7	Removal	NOV 2018
511	7	Rip Rap, Rock Protection and Granular Sheeting	NOV 2019
517	7	Dewatering of Pipeline, Utility, and Structure Excavation	APR 2017
518	7	Control of Water from Dewatering Operations	NOV 2018
706	7	Temporary Traffic Control Signing	APR 2018
709	7	Permanent Intermediate Signs and Support Systems	NOV 2018
721	7	Steel Beam Guide Rail and Cable Guide Rail	NOV 2018
732	7	Steel Beam Energy Attenuating Terminal Systems	APR 2017
740	1	Concrete Barriers	NOV 2010
771	7	Standard Highway Fence	NOV 2016
772	7	Chain-Link Fence	APR 2019
801	7	Protection of Trees	APR 2018
802	1	Topsoil	NOV 2010

803	7	Sodding	NOV 2017
804	7	Seed & Cover	NOV 2014
805	7	Temporary Erosion and Sediment Control Measures	NOV 2018
902	1	Excavating and Backfilling – Structures	NOV 2010
904	7	Concrete Structures	NOV 2012
905	7	Steel Reinforcement for Concrete	NOV 2017
906	1	Structural Steel for Bridges	NOV 2012
919	1	Formwork and Falsework	NOV 2011
1001	8	Aggregates – General	NOV 2018
1002	8	Aggregates – Concrete	NOV 2013
1003	8	Aggregates – Hot Mix Asphalt	NOV 2013
1004	8	Aggregates - Miscellaneous	NOV 2013
1006	8	Aggregates – Surface Treatment	NOV 2013
1010	8	Aggregates – Base, Subbase, Select Subgrade & Backfill	NOV 2013
1150	8	Hot Mix Asphalt	NOV 2018
1430	8	Gabion Baskets and Mats	NOV 2017
1440	8	Steel Reinforcement for Concrete	NOV 2016
1503	2	Cable Guide Rail	NOV 2010
1504	8	Steel Beam Guide Rail	NOV 2016
1540	8	Standard Highway Fence Components	NOV 2016
1541	8	Chain-Link Fence Components	APR 2019
1712	2	Organic Solvent Based Traffic Paint	FEB 1991
1716	2	Water-Borne Traffic Paint	FEB 1991
1801	8	Corrugated Steel Pipe (CSP) Products	APR 2018
1802	8	Smooth Walled Steel Pipe	APR 2018
1820	8	Circular Concrete Pipe	NOV 2017
1840	8	Non-Pressure Polyethylene (PE) Plastic Pipe Products	NOV 2018
1841	8	Non-Pressure Polyvinyl Chloride (PVC) Pipe Products	NOV 2018
1842	8	Pressure Polyethylene Pipe Products	NOV 2018
1850	8	Frames, Grates, Covers and Gratings	NOV 2018
1860	8	Geotextiles	NOV 2018

The Ontario Provincial Standard Drawings (O.P.S.D.) listed below and those referred therein form part of the Contract Drawings. Drawings listed following can be downloaded at <http://www.raqsa.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage>

<u>OPSD NO.</u>	<u>ABBREVIATED TITLE</u>	<u>REVISION</u>
205.010	Transition Treatment – Earth Cut to Earth Fill	3
205.020	Transition Treatment – Rock Cut to Rock Fill	3
205.030	Transition Treatment – Rock Cut to Earth Fill	3
205.040	Transition Treatment – Earth Fill to Rock Fill/Granular Fill	3
205.050	Transition Treatment – Rock Cut to Earth Cut	3
205.060	Frost Heave Treatment	3
208.010	Benching of Earth Slopes	4
219.110	Light Duty Silt Fence Barrier	2
219.180	Straw Bale Flow Check Dam	2
219.210	Rock Flow Check Dam V-Ditch	2
219.211	Rock Flow Check Dam Flat Bottom Ditch	2
300.010	Side Road Intersection, Fill	3
300.020	Side Road Intersection, Cut	3
301.010	Rural Entrance to Roads on Fill	2
301.020	Rural Entrances to Roads in Earth Cut	2
301.030	Rural Entrance, Rock Cut	2
310.010	Concrete Sidewalk	2
310.020	Concrete Sidewalk Adjacent to Curb and Gutter	2
310.030	Concrete Sidewalk Ramps in Intersections	1
310.050	Concrete Sidewalk Driveway Entrance Details	2
400.010	Cast Iron, Square Frame Dished Grate – C.B. - Herringbone	3
400.020	Cast Iron, Square Frame Flat Grate – C.B. - Herringbone	3
400.030	Cast Iron, Square Frame Square V Grate – C.B. - Herringbone	3
401.010	Cast Iron, Square Frame – Circular Closed or Open Cover – M.H.	4
403.010	Galvanized Steel Honey Comb Grating for Ditch Inlet	3
405.020	Maintenance Hole Steps – Solid	4
500.010	Turnings basins for Terminated Rural Roadways	1
600.010	Concrete Barrier Curb with Wide Gutter	2

600.040	Concrete Barrier Curb with Standard Gutter	2
701.100	Frost Strap Installation	3
803.030	Frost Treatment – Frost Penetration Line Below Bedding Grade	3
803.031	Frost Treatment – Frost Penetration Line Above Bedding Grade	4
912.130	Guide Rail System, Steel Beam, Steel Post Assembly	3
912.140	Guide Rail System, Steel Beam, Wooden Post Assembly	2
922.430	Eccentric Loader Terminal System Installation	7
922.530	Extruder Terminal System – Wooden Posts Installation	5
922.532	Extruder Terminal System – Steel Posts Installation	2
984.101	Post, Delineator, Installation	1
984.201	End Treatment, Delineation Installation – Approach End	1
984.202	End Treatment, Delineation Installation – Leaving End	1
1105.010	Hydrant Installation	3

**SPECIAL PROVISIONS
SUPPLEMENTARY SPECIFICATIONS TO
ONTARIO PROVINCIAL STANDARD SPECIFICATIONS**

OPERATIONAL CONSTRAINTS

Special Provision

No Night Work

No work shall occur between sunset and sunrise for the entire duration of the Contract.

OPERATIONAL CONSTRAINTS

Special Provision

Overhead Utilities

The Contractor is advised that overhead utility lines exist within the work area, and work will be conducted underneath.

OPERATIONAL CONSTRAINTS

Special Provision

Waterbody/Fisheries Protection – General

All activities, including equipment maintenance and refueling, shall be controlled to prevent entry of petroleum products or other deleterious substances, including any debris, waste, rubble or concrete material into a waterbody. Any such material, which inadvertently enters a waterbody, shall be removed by the contractor, at his own expense, in a manner satisfactory to the Owner's Engineer.

Controls shall include, but not be restricted to, the following:

- a) Erosion and sedimentation control, and protection of environmentally sensitive areas, shall be in compliance with requirements that may be specified elsewhere in the Contract.
- b) Waterbodies shall not be diverted, or blocked, and temporary waterbody crossings shall not be constructed or utilized, unless otherwise specified in the Contract Documents.
- c) Where the Contract does not require work in waterbodies or on the banks, equipment shall not be operated within such areas.

- d) Where the Contract requires work in waterbodies or on the banks, such work shall comply with all regulatory authority requirements and with operational constraints specified within the Contract Documents.

Construction material, excess material, construction debris, and empty containers shall be stored away from waterbodies and banks of waterbodies.

Sediment laden or turbid water generated from activities such as dewatering, if required, shall be discharged into a proper sediment system for settling and filtration.

In the event that the Owner’s Engineer determines that controls are unacceptable, the Contractor shall cease such operations as identified by the Owner’s Engineer, which are determined to be causing the entry of deleterious material into the waterbody. Such operations shall remain suspended until otherwise directed by the Owner’s Engineer.

The Contractor’s operations shall comply with the timing windows specified in Table I following:

Table I - In-Water Operations Timing Window

Location	Timing Window Details
Potomac River	In-water operations may only occur between June 16 th and March 1 st (inclusive) of any year

These timing windows apply regardless of timing of contract award.

All erosion and sediment control measures shall be integrated with a construction operation schedule as determined by the Contractor. Operations in any sensitive area shall not be commenced until temporary erosion and sediment control measures have been installed.

Erosion and sediment control measures shall accommodate other aspects of the work including, but not restricted to, the following:

- a) work area requirements, including equipment access, operation and storage, and material supply, utilization and storage.
- b) surface drainage from outside, through or around the work.
- c) areas of disturbed soil and soil stockpiles.
- d) means of access to erosion and sediment control measures requiring maintenance.
- e) constraints that may be specified elsewhere in the Contract.
- f) protection of completed portions of the work.

All vegetated cover not specified for removal shall be preserved in order to minimize erosion and sedimentation.

Where the work requires abrasive blasting and surface cleaning preparation (i.e. the use of compressed air to remove dust and loose material from surfaces), the Contractor shall take whatever measures are necessary to prevent dust from entering adjoining waterbodies or escaping beyond the road right of way.

The Contractor shall monitor the erosion and sediment control measures and if the measures are found to be in need of repair or are ineffective, the Contractor shall immediately make changes in order to control erosion and sediment.

Temporary erosion and sediment control measures shall be maintained and kept in place until 100% of all work within an area has been completed and stabilized. Temporary control measures shall be removed at the completion of the work but not until permanent erosion control measures, as specified in the contract, have been established. This may necessitate removal by others.

Should the Owner's Engineer direct that an erosion and sediment control measure remain in place after completion of work and this was not specified in the contract, the measure will become the property of the Owner and either party to the contract may request in writing that negotiations be carried out to determine possible additional payments for the depreciated value of material or possible credits to reflect savings related to deletion of removal work.

OPERATIONAL CONSTRAINTS

Special Provision

Waterbody/Fisheries Protection During Work in Waterbodies and on Waterbody Banks

This special provision describes the requirements for waterbody/fisheries protection during work in waterbodies and on waterbodies banks at the location of the Potomac Bridge Replacement on Chiblow Lake Road over the Potomac River.

The requirements of this special provision are in addition to those which may be specified elsewhere in the Contract.

Where the Contract requires work in waterbodies or on waterbody banks operation of equipment within such areas shall:

- a) be kept to the minimum necessary to perform the specified work;
- b) comply with operational constraints and provisions that may be specified elsewhere in the Contract;
- c) otherwise proceed in a continuous fashion so as to minimize the duration of such work.

The work shall comply with the conditions specified in Table II, outlined as part of O.P.S.S. 182. In addition, the Contractor shall take such measures and provide such protection system or systems to ensure the following:

- a) flowing water shall be isolated from the work area (i.e. using turbidity curtains);
- b) materials that result from or that are disturbed by the work shall be prevented from entering the open portion of the waterbody.

The protection system or systems shall cover the following:

- a) all phases of work, and transitions between phases of the work;
- b) installation, operation and removal of the protection system and transition between any adjacent environmental protection systems;
- c) stabilization of disturbed fill and earth materials, including overwintering, until treatment with the specified cover material (seed and mulch, seed and erosion control blanket, sod, riprap, etc.)

The protection system or systems shall consist of, but not be limited to the following:

- a) temporary erosion and sedimentation controls to isolate flowing water from the work area (e.g. silt fence barriers, turbidity curtains)

If/where dewatering through pumping is required, the following shall apply:

- a) Pumps shall not be placed in areas where fish can be present;
- b) discharge shall be directed so as to avoid entry of deleterious materials into waterbodies and erosion of the waterbody bed and banks at the water outlet.

The Contractor shall not carry out any work in the waterbody or on the waterbody bank until all sediment and erosion control measures outlined within the Contract Documents are in place and functioning properly. The Contractor shall not be allowed to ford the river with their construction equipment.

The Contractor shall submit to the Owner's Engineer written notice a minimum of five (5) working days prior to the date that permission is required to proceed with work in waterbodies or on their banks. In addition to the requirements noted elsewhere in the Contract the notification shall include a comprehensive Erosion and Sediment Control Plan that shall provide descriptions, working drawings and schedules that detail the sequence of the work required. The Owner's Engineer shall respond within five (5) working days.

Whenever proposals with which the Contractor was permitted to proceed with the work are found by the Owner's Engineer to be ineffective, changes shall immediately be made so as to ensure watercourse/fisheries protection.

OPERATIONAL CONSTRAINTS

Special Provision

Erosion and Sediment Control - General

As detailed above the Contractor shall submit to the Owner's Engineer a detailed Erosion and Sediment Control Plan (ESC Plan) which shall be in compliance with all regulatory authorities' requirements and the requirements detailed in the Contract Documents. The ESC Plan shall provide descriptions, working drawings and schedules that detail the sequence of the work required. The Owner's Engineer shall respond within five (5) working days of receiving the plan.

The erosion and sedimentation control items detailed in the Contract address the requirements of regulatory authorities in order to proceed to construction.

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

The time interval between commencement and completion of any work that disturbs earth surfaces shall be minimized as much as reasonably possible. Commencement of such work shall be considered to have occurred when the original stabilizing ground cover has been removed, including grubbing, or has been covered with fill material. Completion of such work shall be considered to have occurred when the specific cover material (seed and mulch, seed and erosion control blanket, sod, rip-rap, etc.) has been applied.

Where possible confine sensitive operations resulting in the generation of sediment to periods of dry weather. Should work being conducted during significant rain events be found to be causing the release of sediment into sensitive areas, work shall be suspended until the work areas is allowed to stabilize or until additional erosion and sediment control measures capable of containing the release are installed.

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

The Contractor shall at all times store handle and dispose of all materials used or generated (e.g. organics, soils, wood debris, temporary stockpiles, construction debris, etc.) in a manner that prevents entry into any waterbody. Stockpiled granular or organic materials will be stored a minimum of 30m from all waterbodies, wetlands, and other sensitive receivers and in a location

where transportation of sediment into one of these areas cannot occur. Sediment fencing shall be installed down-gradient of any stockpiled material.

Concrete placements shall be conducted in the dry and the Contractor shall ensure that no concrete or leachate is allowed to enter into the nearby waterbody. Concrete handling shall employ watertight forms, spill contingency plans and designated truck cleanout areas located in locations that will avoid the release of leachate into the waterbody.

All vehicle fueling, greasing, oiling and maintenance shall take place a minimum 30m away from any waterbody and in an area where site grading and spill response equipment will be established to contain spillage.

Erosion and sedimentation control measures shall not be placed in watercourses unless otherwise specified in the Contract, or directed by the Owner's Engineer.

The Contractor shall be required to develop and ensure a Spills Management Plan (including but not limited to materials, instructions regarding their use, education of the Contract personnel and emergency contact numbers) is on site at all times for implementation in the event of an accidental spill. A spill response kit must be maintained on site at all times.

The Contractor shall monitor the erosion and sediment control measures daily during working days and following any significant rain events (working or non-working days). If the measures at any time are found to be in need of repair or are ineffective, the Contractor shall immediately make changes in order to control erosion and sediment.

A 30m stand-by supply of prefabricated light duty silt fence barrier, in addition to silt fence barrier which may be specified elsewhere in the Contract, shall be maintained at the Contract site prior to commencement of grading operations and throughout the duration of the Contract.

OPERATIONAL CONSTRAINTS

Special Provision

Migratory Bird Protection – General

The Contractor shall not destroy active nests (nests with eggs or young birds), or wound or kill birds, of species protected under the Migratory Birds Convention Act, 1994 and/or Regulations under that Act. When active nests are encountered the Owner's Engineer must be contacted.

IDENTIFICATION OF LOCAL REGULATORY AUTHORITIES

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

Regulatory Authority	Notification Requirement
MECP: Spills Action Centre (SAC) 1-800-268-6060	For notification of a spill to the environment under the Environmental Protection Act
Municipality: Municipality of Huron Shores (705) 843-2033	For notification of a spill to the environment under the Environmental Protection Act
MECP: Sault Ste. Marie District Office (705) 942-6354 1-800-263-1035	For Waste Management Approval under the Environmental Protection Act
MNRF: Sault Ste. Marie District Office (705) 949-1231	For notification of the release of a deleterious substance to a watercourse under the Fisheries Act
DFO: Environmental Response 1-800-265-0237	For notification of the release of a deleterious substance to a watercourse under the Fisheries Act
Local Police: OPP - Sault Ste. Marie (705) 945-6833	For notification of a Dangerous Occurrence involving dangerous goods under the Transportation of Dangerous Goods Act

OPERATIONAL CONSTRAINTS

Special Provision

Traffic Control Signing

The Contractor shall in addition to the requirements outlined in O.P.S.S. 706 provide the following.

- Barricades north and south of the crossing on Chiblow Lake Road to prevent vehicles from entering into the construction zone.
- Concrete jersey barriers along both shoulders of the temporary by-pass roadway on either side of the temporary bridge and interconnect the railing system on the bridge to the jersey barriers.
- Install temporary traffic signals/lights at either end of the construction zone and integrate the timing of the traffic signals to provide intermittent traffic flow in either direction. The traffic signals/lights shall only be activated once the temporary by-pass roadway and the temporary bridge have been installed and are ready for vehicular traffic. The traffic control signals/lights are expected to be required for the Phase 2 work during the 2024 construction window.

SPECIAL PROVISIONS ITEMS

ITEM A1 MOBILIZATION/DEMobilIZATION

SCOPE

The item is for the mobilization and demobilization to the work site.

CONSTRUCTION

The Contractor will mobilize the equipment and materials to the site to allow the completion of the project. At the completion of the project the Contractor will demobilize from the site removing all excess materials and repairing all disturbed areas.

MEASUREMENT FOR PAYMENT

There will be no measurement for payment. Payment will be by lump sum. A payment of 60% will be made for mobilization and 40% for demobilization. The value of the item shall not exceed 2% of the tender amount excluding the contingency. Of the 60% mobilization, only 10% will be paid for mobilizing to site for the works to be completed in late summer to early fall of 2023.

BASIS OF PAYMENT

Payment at the contract price for the above referenced tender item shall be full compensation for all labour, equipment and material to do the work.

ITEM A2 ENVIROMENTAL PROTECTION

SUBMISSION AND DESIGN REQUIREMENTS

The Submission and Design Requirements in O.P.S.S. 182.04 are amended by revising ten (10) working days to five (5) working days for submitting written strategy prior to commencement of work. The Owner's Engineer shall respond within five (5) working days.

REFERENCES

Existing Conditions and Environmental Impact Assessment

CONSTRUCTION

The Contractor shall undertake to put in place measures to control erosion and sediment. At minimum the contractor shall install 8m of silt fencing up and down stream of the temporary bridge structure and the permanent bridge structure footprint, which will also serve as reptile exclusion fencing. The Owner's

Engineer has the right to direct the Contractor to put in place additional environmental protection measures at their discretion to control erosion and sediment. Environmental protection measures to be utilized are outlined in O.P.S.S. 805. Protection measures are to be in compliance with conditions specified in Table I:

Table I - Environmental Protection Measures

Tender Item	Location	Timing Constraints	
		Installation	Removal
Light-Duty Silt Fence Barriers	Along the shoreline 8m upstream & downstream of the centreline of the temporary bridge and the footprint of the permanent bridge structure, both sides of the river	At commencement of construction.	After the area has been fully stabilized.

The protective measures shall not be limited to those listed above and may include additional installations as required to control the release of sediment and erosion into nearby waterbodies.

No in water work can be carried out in Potomac River between March 16th and June 15th.

MEASUREMENT FOR PAYMENT

There will be no measurement for payment for the item Environmental Protection. Payment will be by lump sum. Twenty percent of the of this contract item will be paid upon initial installation and the remainder will be prorated over the remaining planned construction schedule. The prorated percentage may need to be amended/adjusted should additional time be requested or required.

BASIS OF PAYMENT

Payment at the contract price for the above referenced tender item shall be full compensation for all labour, equipment and material to do the work.

ITEM A3 TRAFFIC CONTROL SIGNING

SCOPE

This item is for the completion of Traffic Control Signing during construction. The lump sum bid price for these items shall include the development and implementation of a TRAFFIC CONTROL PLAN (via the By-pass Roadway and Temporary Bridge) that satisfies OPSS the requirements of OPSS 706 and Special Provisions 1.14, 1.20, 1.21 and 1.23.

Section 706.03, Definitions, is amended by the deletion of the definition “Construction Signs” and the definition of “Manual” and replacement with the following:

Construction Signs: means all traffic control signs and associated devices identified in the Ontario Traffic Manual Temporary Conditions Book 7, including vehicles and sign trailers, required to support signs and equipment to supply sign lighting, excluding the contract identification sign and highway number markers.

Manual: means the Ontario Traffic Manual – Temporary Conditions, Book 7.

Section 706-05.02, Signs, is deleted and replaced with the following:

All details with respect to material, dimensions and other requirements except reflectivity, shall conform to the Ontario Traffic Manual Temporary Conditions Book 7.

The contractor shall and maintain a daily diary of the signs in use for temporary and long term traffic control and the diary shall be submitted prior to final payment. The following information shall be included:

A schematic of the location of each existing sign by station, offset and height above payment;

A schematic of the placement and relocation of all construction signs during each stage of construction by station, offset and height above pavement;

Traffic accidents including time of inspection, location and incident and photographs; and,

Time of daily sign inspections and name of inspector.

REFERENCES

Reference to MUTCD shall be revised to the appropriate book of the Ontario Traffic Manual.

CONSTRUCTION

Include the following if applicable

Traffic delays shall be limited to maximum 15 minutes during construction operations that have to stop traffic temporarily.

The Contractor shall in addition to the requirements outlined in O.P.S.S. 706 provide the following:

- The contractor shall submit a Traffic Control Plan for approval to the Engineer 30 days in advance of the temporary by-pass construction/road work beginning. The Traffic Control will provide details on locations of Designation Signs and Markers in accordance with Book 7 of the Ontario Traffic Manual. The Engineer will review the Traffic Control Plan and provide comments for revisions within seven (7) days of submission.

- Barricades or Traffic Cones as required at the work site to prevent vehicles from entering into the construction zone.
- Notification in accordance with Section GC7.07 of the Supplemental General Conditions of the Contract.

MEASUREMENT FOR PAYMENT

There will be no measurement for payment. Payment will be by lump sum and will be paid on a percentage basis based on an estimate by the engineer of the work completed.

For progress payment, fifteen percent of the contract item price will be paid upon the supply and installation of the complete initial traffic control signing plan require for the works to be completed in 2023. For the first progress payment of 2024, twenty-five percent of the contract item price will be paid upon the supply and installation of the complete traffic control/signing plan necessary to facilitate the works planned between April 2024 and September 2024. The balance will be prorated over the balance of the working period.

BASIS OF PAYMENT

Payment at the contract price for the above referenced tender item shall be full compensation for all labour, equipment and material to do the work.

ITEM A4 CLOSE-CUT CLEARING & GRUBBING

SCOPE

This item is for the clearing of trees to facilitate construction.

REFERENCES

Completion of clearing shall be according to O.P.S.S. 201.

CONSTRUCTION

The contractor shall clear, close cut clear and grub all trees necessary for the by-pass road construction as marked on the Contract Drawings. Close cut clearing is to be completed in areas for the by-pass roadway and limits as necessary to allow placement of geotextile as a separator between the native ground level and the imported granular fill.

For areas on private property/Municipal ROW, trees greater than 100 mm Ø will be delimbed and cut in log lengths of 5.0 m (16') and stockpiled in locations acceptable to the property owner. The Property owners address is 27 Chiblow Lake Road and Contractor is responsible for communicating with the property Owner and to determine a mutually beneficial location for the logs to be stacked

after cutting. All limbs and debris not suitable for firewood shall be transported to the Municipal landfill and dumped in the appropriate location as determined by the Municipalities approved delegate/representative.

MEASUREMENT FOR PAYMENT

There will be no measurement for payment. Payment will be by planned area in hectares for the clearing, close cut clearing and grubbing of all trees required to be removed to complete the work as indicated on the Contract Drawings.

BASIS FOR PAYMENT

Payment at the contract price for the above referenced tender item shall be full compensation for all labour, equipment and material to do the work.

ITEM A10/A11 GEOTEXTILE – NON-WOVEN CLASS II

SCOPE

The item is for the placement of non-woven geotextile on the proposed subgrade.

REFERENCES

The requirements of O.P.S.S. 209 and O.P.S.S. 1860 will apply to the item – Non-woven Geotextile unless otherwise noted.

MATERIALS

Non-woven Geotextile shall be Class II Light Duty Terrafix 270R-A or equivalent and Terrafix 600R in the locations provided on the plans. Geotextile shall have at a minimum the same equivalent unit weight as the specified product.

CONSTRUCTION

Overlap of Geotextile shall be 0.5m. Placement of geotextile shall be centred on the temporary by-pass roadway and extend to the necessary limits to contain the toe-of-slope for any fill areas along the temporary by-pass roadway. Any other areas requiring Geotextile shall be installed in accordance with the design drawings.

MEASUREMENT FOR PAYMENT

Measurement for Payment for the Item shall be made in square metres of the area of geotextile installed excluding overlaps.

BASIS FOR PAYMENT

Payment at the contract price for the above referenced tender item shall be full compensation for all labour, equipment and material to do the work.

ITEM B5 SURFACE TREATMENT REMOVAL/SCARIFYING

SCOPE

The item is for the removal of existing surface treatment.

REFERENCES

Removal of surface treatment shall be completed in accordance with O.P.S.S. 510.

CONSTRUCTION

The Contractor will complete removal of existing surface treatment to limits specified on Contract Drawings. The Contractor shall be responsible for the disposal of excess material from the site.

MEASUREMENT FOR PAYMENT

There will be no measurement for payment. Payment will be by square meters.

BASIS OF PAYMENT

Payment at the contract price for the above referenced tender item shall be full compensation for all labour, equipment and material to do the work.

ITEM B6 REMOVAL OF EXISTING BRIDGE

SCOPE

The item is for the removal of the existing Potomac Bridge.

REFERENCES

Removal of the existing bridge structures shall be according to O.P.S.S. 510.

CONSTRUCTION

Removal of the existing bridge structure shall be according to O.P.S.S. 510. The contractor shall arrange for disposal in accordance with O.P.S.S. 180. The Contractor is responsible for the disposal from the site. Salvageable timber materials shall be placed on wooden ladding at a designated location at the Municipal Waste Site specified on the Contract Drawings. The Contractor shall

provide delivery of any salvaged timbers to the Waste site. Remainder of the bridge materials will be discarded at the Municipal landfill site.

Removal of the bridge must be conducted after the Environmental Protection is in place.

The Contractor shall take all reasonable measures to protect the environment by controlling, collecting and disposing of all materials and debris resulting from removal operations in a manner acceptable to the Owner's Engineer. The Contractor shall take necessary measures to safeguard against debris and materials entering the waterbody during removal of the bridge components.

MEASUREMENT FOR PAYMENT

There will be no measurement for payment for the item Removal of Existing Bridge & Components. Payment shall be by the lump sum price bid.

BASIS OF PAYMENT

Payment at the contract price for the above referenced tender item shall be full compensation for all labour, equipment and material to do the work.

ITEM B7 EXCAVATION FOR STRUCTURES

SCOPE

The item is for the earth excavation for the installation of the Abutments for both the temporary bridge foundations and the permanent bridge foundations/abutments.

CONSTRUCTION

Excavation shall be to the widths and depths specified in the Contract Documents unless otherwise defined by the Owner's Engineer.

MEASUREMENT FOR PAYMENT

There will be no Measurement for Payment for the item Excavation for Abutments. Payment will be by the lump sum price bid for the item.

BASIS OF PAYMENT

Payment at the contract price for the above referenced tender item shall be full compensation for all labour, equipment and material to do the work.

ITEM B8 H-PILES – HP310x110

SCOPE

This item is for the supply and installation of H-Piles.

The unit bid price for this item shall include the fabrication, supply, equipment, splices, shoes, driving, and installation of steel H piles to the lines and grades indicated on the contract drawings. Piles shall be HP 310 X 110. Payment will be based upon the driven length in metres in place after cut off. The price shall include any re-driving as required. Pile splice and driving shoes shall conform to the contract and OPSD drawings. Full time inspection of pile driving will be conducted.

OPSS 903 Appendix B is invoked.

Cl. 903.08.01.01 of Appendix B., first paragraph, first sentence shall be amended to read;

“The Contractor shall have an independent testing company carry out the non-destructive testing of welds.”, and so implied throughout Cl. 903, in Appendix B.

Cl. 903.08.02 of Appendix B shall be amended to, “Within 5 working days of completion of the inspection and testing, the welding inspection company shall submit 3 copies of all inspection and testing reports to the Contract Administrator, for information purposes only”.

MATERIALS

H-Piles shall be HP310x110.

CONSTRUCTION

The Contractor shall provide all necessary personnel, equipment, and material to perform load tests on the installed piles.

MEASUREMENT FOR PAYMENT

Measurement for payment for the item H-Piles – HP310x110 will be by length in metres of the piling left in place after cut-off.

BASIS OF PAYMENT

Payment at the contract price for the above referenced tender item shall be full compensation for all labour, equipment and material to do the work.

ITEM B9 H-PILE LOAD TESTING

SCOPE

This item shall be for the load testing of one installed H-Pile.

CONSTRUCTION

The Contractor shall submit a written test procedure to the Owner's Engineer for approval prior to load testing and the Contractor shall wait a minimum of 14 days before subjecting the pile to the dynamic test after installation.

PDA Load testing on the piles shall be completed in accordance with OPSS 903 and the pile driving analysis/recording procedures shall be sent to the Contract Administrator 7 days before the testing is to commence. The Contractor shall submit all records and results of the pile load tests to the Owner's Engineer.

MEASUREMENT FOR PAYMENT

Measurement for payment for the item H-Pile Load Testing will be by lump sum and the number of tests will be as per OPSS 903.

BASIS OF PAYMENT

Payment at the contract price for the above referenced tender item shall be full compensation for all labour, equipment and material to do the work.

ITEM B10 SHEET PILES

SCOPE

This item is for the supply and installation of sheet piles.

MATERIALS

Sheet Plies shall be Roll Form Group S-80 or equivalent.

CONSTRUCTION

Sheet Piles shall be installed in accordance to the Contract Drawings.

MEASUREMENT FOR PAYMENT

Measurement of sheet piles shall be by area in square metres based on the design lengths specified.

BASIS OF PAYMENT

Payment at the contract price for the above referenced tender item shall be full compensation for all labour, equipment and material to do the work.

ITEM B13 PILE CAPS – CONCRETE & REINFORCING STEEL

ITEM B13 ABUTMENTS – CONCRETE & REINFORCING STEEL
ITEM B13 WING WALLS – CONCRETE & REINFORCING STEEL
ITEM B13 APPROACH SLABS – CONCRETE & REINFORCING STEEL

SCOPE

These items are for the installation of reinforced concrete.

MATERIALS

Concrete shall be 35 MPa and in accordance with O.P.S.S. 904 and conform to the requirements identified on the Contract Drawings. Reinforcing Steel shall be Grade 400 and in accordance with O.P.S.S. 905 and conform to the requirements identified on the Contract Drawings.

CONSTRUCTION

Contractor shall submit a mix design to the Engineer in accordance with O.P.S.S. 904 at least one week prior to the placement of the concrete. The contractor shall incur the cost for Field Testing Technician, test cylinders and testing in accordance with O.P.S.S. 904 and 1350. The amount of testing will depend on the amount of pours required to complete the work. At a minimum, each day there is concrete poured shall have testing and samples taken to verify the strength of the concrete.

MEASUREMENT FOR PAYMENT

Measurement for payment will be by volume in cubic metres based on the design dimensions for the item.

BASIS OF PAYMENT

Payment at the contract price for the above referenced tender items shall be full compensation for all labour, equipment and material to do the work.

ITEM B14 BRIDGE STEEL TRAFFIC BARRIER

SCOPE

The item is for the supply and placement of Steel Post with Base Plate.

MATERIALS

Steel Post, Rails, Base Plates and Anchors/Anchor plates shall meet the specifications of the drawings.

CONSTRUCTION

Installation of Steel Traffic Barrier shall be in accordance with Contract Drawings.

MEASUREMENT FOR PAYMENT

Measurement for payment shall be made on a linear metres of railing installed.

BASIS OF PAYMENT

Payment at the contract price for the above referenced tender item shall be full compensation for all labour, equipment and material to do the work.

ITEM B16 APPROACH SLAB & DECK WATERPROOFING

SCOPE

This item is for the waterproofing of the approach slabs and bridge decking.

MATERIALS

The waterproofing membrane shall be hot applied rubberized asphalt according to OPSS 1213.

CONSTRUCTION

The application surface must be prepared in accordance with O.P.S.S. 914. The application of waterproofing membrane and protection board shall be done in accordance with O.P.S.S 914 and Contract Drawings.

MEASUREMENT FOR PAYMENT

Measurement of waterproofing shall be by area, in square metres.

BASIS OF PAYMENT

Payment at the contract price for the above referenced tender item shall be full compensation for all labour, equipment and material to do the work.

ITEM B17 HL4 ASPHALT

SCOPE

The item is for the supply and placement of HL4 Asphalt.

MATERIALS

Asphalt Cement shall be PGAC 58-34 with a minimum Marshall stability of 6700N at 60 degrees C.

CONSTRUCTION

Supply and placement of HL4 Asphalt shall be completed in accordance with O.P.S.S. 310.

MEASUREMENT FOR PAYMENT

Measurement for payment for the item HL4 Asphalt shall be by mass in Tonnes as detailed in O.P.S.S. 310.09.01.01.01. The contractor will be required to supply tickets in duplicate that will be signed by the owner's representative on delivery.

HOT MIX ASPHALT PRICE ADJUSTMENTS

The Owner will adjust the payment to the Contractor based on changes to the Ministry of Transportation's performance graded asphalt cement price index unless the Contractor opts out by notifying the Municipality of Huron Shores in writing within five business days of the award of the contract. Once the contractor has opted out of payment adjustments based on the index, the Contractor will not be permitted to opt back in. The price index will be published monthly in the MTO Contract Bulletin and displayed on the OHMPA (www.ohmpa.org) and MTO website (www.raqs.mto.gov.on.ca). The price index will be used to calculate the amount of the payment adjustment per tonne of asphalt cement accepted into the Work.

The price index will be based on the price, excluding taxes, FOB the depots in the Toronto area, of asphalt cement grade PG 58-28 or equivalent. One index will be used to establish and calculate the payment adjustment for all grades. As of July 2006 the price index for each month will reflect the average of the same month's prices and be published on the last day of the month and be retroactively applied to HMA laid in the same month.

A payment adjustment per tonne of asphalt cement will be established for each month in which paving occurs when the price index for the month differs by more than \$15.00/tonne from the AC price index for the month prior to tender opening. When the price index differential is less than \$15.00/tonne, there will be no payment adjustment for that month. Payment adjustments due to changes in the price index are independent of any other payment adjustments made to hot mix tender items.

The payment adjustment per tonne will apply to the quantity of asphalt cement in the hot mix accepted into the Work during the month for which it is established. The payment adjustment for the month will be calculated by the following means:

1. **When AC Prices are Rising** by more than \$15.00/tonne: the payment adjustment to be paid to the Contractor is the result of subtracting the price index for the month prior to tender opening from the price index in effect when paving takes place, minus the \$15.00 float, multiplied by the number of

tonnes of PGAC incorporated in the mix(s) as determined by the job mix formula.

2. **When AC Prices are Falling** by more than \$15.00/tonne: the payment adjustment made in favour of the Owner is the result of subtracting the price index in effect when paving takes place, plus the \$15.00 float from the price index for the month prior to the tender opening, multiplied by the number of tonnes of PGAC incorporated in the mix(s) as determined by the job mix formula.

The quantity of new asphalt cement includes all grades of asphalt cement supplied by the Contractor with and without polymer modifiers. For each month in which a payment adjustment has been established, the quantity of the escalation/de-escalation will be calculated using the hot mix quantity accepted into the Work and its corresponding asphalt cement content as required by the job mix formula.

For mixes which contain reclaimed asphalt pavement, the increase due the contractor or the rebate due the owner will be calculated as if virgin hot mix asphalt has been supplied. This fairly reflects the increasing value of the Contractor's RAP pile when AC prices are increasing and the opposite when they are declining.

BASIS OF PAYMENT

Payment at the contract price for the above referenced tender item shall be full compensation for all labour, equipment and material to do the work.

ITEM C1 & B7 EARTH EXCAVATION FOR STRUCTURES & SHOULDER STRIPPING

SCOPE

This item is for the completion of earth excavation related to road construction.

REFERENCES

Earth Excavation (Grading) and shall be according to O.P.S.S. 206.

CONSTRUCTION

Earth Excavation shall be completed in accordance with OPSS 206.

The contractor shall complete ditching as outlined on the Contract Drawings and as directed by the Owner's Engineer.

The Contractor shall be responsible for the management and disposal of excess excavated materials from ditching. Excess material shall be managed in accordance with O.P.S.S. 180.

EXCAVATED MATERIAL

Excess material shall be managed in accordance with O.P.S.S 180 by disposing off site. The Contractor may deliver removed materials to the Municipal waste site at 40 Rock Road (tipping fees exempted).

MEASUREMENT FOR PAYMENT

Measurement of earth excavation for both the foundations and shoulder stripping shall be by volume, in cubic metres and include for the trucking to haul material to the local dump site as indicated above.

BASIS OF PAYMENT

Payment at the contract price for the above referenced tender item shall be full compensation for all labour, equipment and material to do the work.

ITEM C2 GRANULAR “B” - for Roadway ITEM C3 GRANULAR “A” – for Roadway

SCOPE

The item is for the supply and placement of granulars for road construction and abutment backfill.

MATERIALS

Granular “B” shall be Type I according to O.P.S.S. 1010. Granular “A” shall be according to O.P.S.S. 1010.

CONSTRUCTION

Supply and placement of Granular “B” and Granular “A” shall be completed in accordance with O.P.S.S. 314 and 501.

MEASUREMENT FOR PAYMENT

Measurement for payment for the Items Granular “A” and Granular “B” will be by volume “in place” in cubic metres. The volume will be calculated by the engineer by utilizing design cross sections and the method of average end areas for an “in place” compacted volume.

There will be no measurement for payment for shoulder stripping. The work of shoulder stripping shall be included under the Granular “A” item for this contract.

BASIS OF PAYMENT

Payment at the contract price for the above referenced tender items shall be full compensation for all labour, equipment and material to do the work.

ITEM C4 RIP RAP – R50 – 300mm DEPTH c/w GEOTEXTILE

SCOPE

The item is for the supply and installation of the rip rap with geotextile for embankment protection.

REFERENCES

The requirements of O.P.S.S. 511 will apply to the item.

MATERIALS

Rip-Rap shall be type R-50

Non-woven geotextile shall be Class II Light Duty – Terrafix 270R-A or equivalent. Geotextile shall have at a minimum the same equivalent unit weight as the specified product.

MEASUREMENT FOR PAYMENT

Measurement for payment shall be by area, in place, in square metres, that includes both Rip Rap and Geotextile.

BASIS OF PAYMENT

Payment at the contract price for the above referenced tender item shall be full compensation for all labour, equipment and material to do the work.

ITEM C8 STEEL BEAM GUIDE RAIL

SCOPE

The item is for the supply and placement of Steel Beam Guide Rail.

MATERIALS

Steel Beam Guide Rail shall include Steel Posts.

CONSTRUCTION

Supply and Installation of Steel Beam Guide Rail shall be in accordance with O.P.S.S. 721 and Contract Drawings.

MEASUREMENT FOR PAYMENT

Measurement for payment for the item Steel Beam Guide Rail is the length in linear metres installed including any connection to the bridge structure and the energy attenuator end treatments.

BASIS OF PAYMENT

Payment at the contract price for the above referenced tender item shall be full compensation for all labour, equipment and material to do the work.

ITEM C9 TOPSOIL, IMPORTED

SCOPE

This item is for the supply and placement of Imported Topsoil.

MATERIALS

Topsoil shall be imported and in accordance with O.P.S.S. 802.

CONSTRUCTION

Topsoil shall be placed to a uniform depth on areas specified as directed by the Engineer.

MEASUREMENT FOR PAYMENT

Measurement for payment for placement of the topsoil shall be in place volume in cubic metres.

BASIS OF PAYMENT

Payment at the contract price for the above referenced tender item shall be full compensation for all labour, equipment and material to do the work.

ITEM C10 SEED & COVER

SCOPE

The item is for the supply and placement of Seed and Cover.

MATERIALS

Seed and Cover shall be in accordance with O.P.S.S. 804. Permanent seed shall be standard roadside mix. Cover shall be hydraulic mulch.

CONSTRUCTION

On approval of the Owner's Engineer, the Contractor shall have the option of completing seeding by alternate methods provided the required seeding, fertilizer, nurse crop and a straw mulch cover are placed at the rates indicated in the specifications.

At the completion of construction the Engineer will identify areas for seed and cover. Only areas identified for seed and cover will be paid for under the unit item. The contractor will seed and cover areas that have been disturbed beyond those areas required to facilitate construction at the direction of the Engineer at no additional cost to the Owner.

MEASUREMENT FOR PAYMENT

Measurement for payment shall be by actual measurement by area in square metres as outlined in O.P.S.S. 804.09.01.01.

BASIS OF PAYMENT

Payment at the contract price for the above referenced tender item shall be full compensation for all labour, equipment and material to do the work.

ITEM C13 TRENCHING & INSTALLATION OF DRY-HYDRANT INTAKE PIPE BELOW STREAM BED

SCOPE

The item shall include for the installation of any necessary cofferdams required to isolate the creek bottom to install the dry-hydrant intake pipe down below the stream bed as per the design drawings. The protection system shall be a performance level 3 as per O.P.S.S. 539. This item also includes for the installation of the dry hydrant intake pipe and backfilling operations. (Intake Pipe materials shall be supplied by the Owner).

REFERENCES

Installation of turbidity curtain and protection systems shall be according to O.P.S.S. 539, O.P.S.S.182 and O.P.S.D. 219.260

MEASUREMENT FOR PAYMENT

Measurement for payment for the item turbidity curtain is by each item installed.

BASIS OF PAYMENT

Payment at the contract price for the above referenced tender item shall be full compensation for all labour, equipment and material to do the work.

ITEM D1 BONDING & INSURANCE

SCOPE

The price bid for this item shall include full compensation for the cost of bonds and insurance for the project, as specified. If, in the opinion of the Contract Administrator, the amount for this item is unbalanced, the Contractor shall submit invoices or other proof to justify the amount. If the Contract Administrator determines that the amount is unbalanced, he shall adjust the amount and apply the remainder to other tender items as he sees fit. This item will be paid at the first Progress Payment following receipt of acceptable bonds and proof of insurance.

DESCRIPTION

Contractor shall provide bonding from a company lawfully doing business in the Province of Ontario according to the following requirements:

- Performance Bond equal to 100% of the Total Tender Price
- Contract Material and Labour Payment Bond for 50% of the Total Tender Price

Proof of bonding shall be provided to the Owner's Engineer prior to entering into the Contract.

MEASUREMENT FOR PAYMENT

Measurement for payment will be in lump sum. Full payment for this item will be made with the first progress payment.

BASIS OF PAYMENT

Payment at the contract price for the above referenced tender item shall be full compensation for all labour, equipment and material to do the work.

ITEM D2 - CONTINGENCY ALLOWANCES

Perform work under this provisional item only with prior approval of the Owner and the Engineer. All work performed will be recorded on the appropriate forms and no payment will be considered unless substantiated by a copy of the form approved by the Engineer at the time the work is completed. Payment will be made by Contract Change Order at the contract unit prices stated in the Form of

Tender or if not stated then payment will be made in accordance with the General Conditions.

The provision of a contingency allowance shall not be construed by the Contractor as constituting a protection for him against any defects occurring in the work as a result of his negligence or employment of inferior materials and workmanship therein, nor shall it be looked upon as an available reserve to protect him against the usual hazards that may be expected by the project herein.

ITEM D3 - PRE-CONSTRUCTION PROPERTY INSPECTION/SURVEY

Over the past several years, property owners adjacent to road and bridge reconstruction projects have expressed increasing concern with construction-related vibrations to nearby buildings. The Contractor shall have pre-construction inspections done by a qualified insurance adjuster. Pre-construction inspections should facilitate claim settlements and are of mutual benefit to both property owners and contractors. The cost of inspections shall be shared equally between the Municipality and the Contractor. Property inspections should as a minimum include all properties within 300 metres of each side of the bridge.

The inspection of each property shall at a minimum provide;

General overall video inventory of the exterior of the developed property, including driveways, landscaping, buildings, signage, etc. The video inventory shall be accompanied by an audio description as the information is recorded and shall include the civic address, and type of property(e.g. residential).

Detailed inspection of the exterior surfaces of the building, including building foundation, siding, bricks, windows, chimney, etc. All damaged areas including cracking shall be recorded using a video camera and shall be accompanied by an audio description of the damaged area.

Detailed inspection of the interior of the building to identify any existing damage including cracking. All damaged areas shall be recorded using a video camera and shall be accompanied by an audio description of the damaged area.

Prior to conducting the survey, the Contractor shall notify each impacted property owner at least one week in advance of the inspection by means of letter delivered to the property owner. The letter shall identify will be undertaking the survey, what is involved in the survey, why it is required, and the date that it will be conducted.

The contractor shall only conduct the survey following receipt of the property owners authorization to proceed. In the event that a property owner fails to provide authorization, the Contractor shall video tape the property from the road allowance only.

The Contractor shall submit a copy of the original invoice from the insurance adjuster and a copy of the video to the Contract Administrator. Payment will be in the amount of 50% of the invoice before taxes up to a maximum of \$5000.00.

SPECIAL PROVISIONS

1. GENERAL

1.1 EQUIPMENT INVENTORY

The successful bidder on this contract will be required, before commencement of the work, to submit a complete inventory of all his and any Sub-contractors' equipment expected to be used on the project. This information must comply with OPSS Form 127 for the Identification of Equipment and will be submitted on the form provided in these documents. Force account payments will not be processed until this form is completed to the Engineer's satisfaction.

1.2 RELOCATION OF UTILITIES

Any adjustment or relocation of gas, water, telephone or power utilities shall be carried out by others and the Contractor shall have no right of monetary claim for extra delay for interference caused by such adjustment or relocation. Should the Contractor, however, be delayed because of such an adjustment or relocation, he may submit in writing to the Engineer, a request for an extension of time, setting out in detail the reasons for the request. Should the Engineer deem the request well founded and valid, he may grant such an extension.

1.3 COMMENCEMENT AND COMPLETION

After signing the contract, the Contractor shall commence work on September 28th, 2023 and be substantially complete by September 30th, 2024. The intent is complete the temporary by-pass roadway (or majority thereof) and the temporary bridge foundations during the fall of 2023 to expedite the construction season startup in spring of 2024. Upon commencement of construction activities, work shall proceed continuously, 5 days per week minimum, to the completion of the work. Chiblow Lake Road within the limits of the contract shall not be closed to traffic for any extended lengths of time or as per Section 1.21 of these Special Provisions.

Environmental restrictions and timing windows shall apply regardless. The contractor is encouraged to submit all environmental protection plans and obtain all permits well in advance of construction activities in accordance with Section 1.27 of these Special Provisions and Item A.1

It is the contractor's responsibility to schedule manpower and equipment and pay any additional expenses, including overtime pay to meet the stipulated time for completion. All costs shall be included in the Contractor's Tender Price.

1.4 LIQUIDATED DAMAGES

Should the Contractor fail to complete the work in accordance with the contract and to the satisfaction of the Engineer, within the time specified, the Contractor shall pay to the Corporation, the sum of \$1,000.00 + HST for each calendar day that the work remains unfinished after the expiration of the specified number of working days.

It is agreed that this amount represents liquidated damages to the Corporation for the cost of engineering, inspection, supervision and continuing maintenance as a result of the delay which will accrue during the period in excess of the completion date, and is not a penalty. If the Contractor is delayed by reason of alterations or changes deemed necessary by the Engineer or as a result of causes beyond the Contractor's reasonable control, and is therefore unable to meet the specified completion date, the time of completion may be extended for a period to be determined by the Engineer, and the Contractor shall not be liable for liquidated damages for the period of such extension.

1.5 GUARANTEE PERIOD

(a) The Contractor shall guarantee that the material and work shall for a period of twelve (12) months from the acceptance date remain in such condition as will meet the Engineer's approval, and that he will make good in a permanent manner, satisfactory to the Engineer, any imperfections due to materials or workmanship used in the construction and any damage caused by such imperfections. The decision of the Engineer shall be final as to the nature and cause of such imperfections and the necessity for remedying them.

Should the Contractor fail to comply with the directions of the Engineer, the Engineer may, after giving the Contractor forty-eight (48) hours written notice, perform the necessary work, and the cost may be deducted, or collected by the owner as provided in the contract.

(b) Notwithstanding the provision of the subsection (a) of this clause, the Engineer may, in cases of danger or public safety, make such immediate arrangements for repair as he sees fit, and the Engineer will inform the Contractor of such action. The cost of such emergency work shall be borne by the Contractor.

(c) If the Engineer notifies the Contractor, in writing, of imperfections prior to the termination of the guarantee period, the Contractor shall make good the imperfections as required in subsection (a) above, notwithstanding that such work of making good may commence after or extend beyond the end of the guarantee period.

1.6 GUARANTEE PERIOD HOLDBACK

To cover the rectification costs during the guarantee period, the Corporation shall retain 4 % of the value of work done as of the acceptance date. This holdback will be retained for a period of twelve (12) months from the acceptance date and will be used if necessary as described in Special Provision 1.5. The Contractor with permission from the Municipality may provide an irrevocable Letter of Credit for this amount.

1.7 STREETS MAINTENANCE

The Contractor shall be responsible for any damage caused as a result of the execution of this work and shall perform any, as a result of such at no cost to the owner. Repairs shall be performed as directed by the Engineer.

1.8 EXTRA WORK

(a) Extra work shall be undertaken as described in subsection GC3.11.02 of the General Conditions.

(b) If applicable tender items are provided in other parts of the contract, extra work shall be performed using the appropriate unit prices from these parts.

(c) Extra work shall be under Section "C" contingency allowance.

1.9 QUANTITY OVERRUNS AND UNDERRUNS

Compensation for quantity over runs and under runs shall be as described in GC 8.01.02 of the General Conditions.

1.10 LIABILITY INSURANCE

The deductible amount or amounts in any insurance policy required by the Corporation pursuant to this contract shall be subject to the approval of the Corporation. In the event the Corporation does not accept the deductible amount as proposed by the Contractor, the Contractor shall provide insurance with a deductible amount acceptable to the Corporation.

1.11 REJECTED MATERIAL

All material that does not meet specifications, as determined by the Engineer, will be rejected and must be removed and replaced. This shall be done at the Contractor's expense.

1.12 PAYMENT OF ADDITIONAL WORK

Percentage allowance over the prescribed compensation shall apply only once regardless of the number of times the work has been assigned or sublet, and no

percentage allowance over the prescribed compensation will be paid to any associate or affiliate as defined by the Securities Act, RSO 1990, Chapter F.5.

1.13 MATERIAL TICKETS

Unless approved by the Engineer, tickets from automatic weigh scales for granular materials will not be accepted. Quantities for granular material will be by placed volumes and verified throughout the construction project.

1.14 TRAFFIC CONTROL ON MUNICIPAL PROJECTS

The Contractor shall be responsible for all traffic control and shall supply and properly place all signs required to maintain traffic control. The Contractor shall ensure that all signs required by the Engineer are on the site and properly placed twenty-four (24) hours prior to commencement of any work. The signs and placement shall conform to the Ministry of Transportation of Ontario Traffic Manual.

The Contractor shall, with fluorescent paint mark any objects determined by the Engineer. The markings shall be preserved by the Contractor until the roadway is paved.

The Contractor shall also supply and place in the proper location detour signs, rough road signs and reduced speed limit signs.

The cost for setting up traffic control and maintaining the controls shall be included in the item No. A.1 - Mobilization and De-mobilization

1.15 AGGREGATE SOURCES

Only material obtained from a licensed gravel or slag aggregate source will be accepted in this contract.

1.16 PROGRESS PAYMENT MONTHLY REPORT

The Engineer shall supply the monthly progress payment report.

1.17 LAYOUT

The Contractor will be responsible for the layout of all lines and grades from plans. The benchmark to be utilized on this project is identified on the contract drawings. All elevations indicated on contract drawings are referred to datum of Geodetic Survey of Canada and to bench mark established at or near site of work. The Corporation will be responsible only for the correctness of the information so supplied. From these bench marks and points of reference, the Contractor will do his own setting out. The setting out by the Contractor shall include but shall not be limited to the preparation of grade sheets, the installation of centre line stakes,

grade stakes, offsets, site rails and screeds to the satisfaction of the Engineer, and shall be included in the unit prices bid in the Form of Tender.

The Contractor shall also be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works, and for the provision of all necessary instruments and labour in connection therewith. The Contractor shall not be responsible for the correctness of the information supplied by the Engineer as herein provided for. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions, or alignment of any part of the works, the Contractor shall, at his own expense, rectify such error to the satisfaction of the Engineer, unless such error is based on incorrect data supplied in writing by the Engineer. The checking of the setting out of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench marks, stakes and other things used in setting out the works.

Establish control lines and levels for construction of work providing a minimum of three (3) consecutive reference points not exceeding 15 metres apart or at closer spacing as required or directed by the Engineer, for each section of work. Control lines and grades by use of lasers or other methods may be used if approved by the Engineer.

The Contractor shall not proceed with any work unless all reference points and levels are in place along a section of work under construction.

The Contractor shall install and protect grade stakes and offset stakes at 10 metre intervals on both sides of the project. Separate stakes shall be used for each item as required by the Engineer.

The Contractor shall install sight bars and prepare a boning rod to check grade.

1.18 UTILITIES

The Municipality of Huron Shores does not guarantee the location of any underground utility nor will it pay any penalty if the Contractor accidentally damages any utility. The Contractor is solely responsible for the preservation of all utilities. The Contractor shall preserve all utilities and all damages are solely the Contractor's responsibility. Temporary disconnection, relocation and reinstatement of any utility is the responsibility of the contractor, reference Section 1.2 of these Special Provisions, and the costs for such shall be included in the unit prices bid in the Form of Tender.

1.19 INCLEMENT WEATHER

There will be no compensation for inclement weather other than an extension for lost time at the end of the contract, at the discretion of the Engineer.

1.20 REFUSE COLLECTION

If applicable, the Contractor will assure that on the normal day of refuse collection all refuse will be taken to a location where it can be picked up by the Municipality or private refuse trucks if access to regular pickup areas is not possible. All costs incurred in providing this service will be deemed to be included in the unit prices bid in the contract and no separate payment will be considered.

1.21 STREET CLOSURE

It may be assumed for tender purposes that the Potomac Bridge within the limits of the contract may be closed to traffic. The maximum duration of road close is five (5) months. All effort shall be made to reduce the length of the bridge closure. Access for local traffic is to be maintained whenever possible, and access shall be maintained for emergency vehicles. The cost of traffic control is to be included in Item No. A.1 – Mobilization and Demobilization.

1.22 FIELD OFFICE

The Contractor shall provide for the exclusive use of the Engineer a field office to be located as directed by the Engineer. This field office shall have at least two windows located on opposite walls with operating openers and locking closers and screens securely in place with no holes or tears. The door shall be secure and fitted with a locking system that can be controlled by the Engineer alone. If the entry is not at ground level the Contractor shall ensure that a landing sufficient to allow standing room for one person while opening the door and is connected to the field office. The field office shall be provided with a constant source of electrical power that is sufficient to maintain all facilities required therein. The field office shall be equipped with sufficient overhead lighting fixtures to provide an overall light quality necessary for office work. The field office shall be further equipped with at least two double wall receptacles, telephone and Fax machine. The field office ventilation system shall be capable of sustaining a constant temperature of 22 degrees Celsius to the entire interior of the facility. The field office shall also be furnished with at least two desks; two chairs and a layout table all of at least standard office dimensions. The field office shall be so constructed that it is weatherproof and reasonably secure against break-ins. The field office shall be provided and maintained on the project by the Contractor until the Engineer notifies the Contractor it may be removed. All costs incurred in providing this field office shall be included in the unit bid prices. No work shall commence on the project until the field office is fully operational to the satisfaction of the Engineer. Portable washroom facilities will be supplied by the Contractor and located near the field office. These washroom facilities shall be emptied at least twice weekly and shall be kept in a neat and sanitary condition. One of the portable washrooms shall be for the exclusive use of the Engineer.

1.23 DETOURS/BYPASS ROADWAY

The contractor shall submit to the Engineer for approval a detour plan at least six (6) weeks prior to the beginning of construction in spring of 2024. The Contractor shall supply and install all signage required for the detour/by-pass roadway. Access shall be maintained to properties at all times. The contractor is responsible for the coordination of the works to maintain access. The Contractor shall also notify the public (by way of radio and newspaper) of the closure of the bridge. The cost for setting up and maintaining the detour/by-pass roadway including all traffic control signals/ signage shall be included in the item A3 Traffic control plans/Signage/Traffic Signals.

1.24 CONTRACTOR'S REPRESENTATIVE ON SITE

The Contractor shall provide onsite, a Project Superintendent, who shall be responsible for and have authority over all work performed under this Contract. The Project Superintendent shall be fully conversant in the terms and requirements of the Contract Documents, OPSS, OPSD and any other specifications referred to in the Contract Documents. The Project Superintendent shall remain on site at all times that work is being performed whether by the Contractor or any Subcontractor.

1.25 SUBSTANTIAL PERFORMANCE

The project will be considered substantially performed when all parts of the contract are completed in accordance with the Construction Lien Act.

1.26 SCOPE OF WORK

The Contractor shall be responsible for the demolition, removal and disposal of the existing bridge structure, the supply and installation of piles, supply and installation of bridge abutments, supply and installation of new bridge structure and all associated work as set forth in these documents and drawings. The contractor shall visit the location and review and make good all dimensions prior to fabrication of the bridge structure. Any discrepancies or problems shall be reported to the Engineer immediately.

1.27 Environmental

The contractor shall ensure that no detrimental environmental effects occur as a result of the work. The contractor shall follow all Municipal, Provincial and Federal Acts and Regulations during the performance of the work. Payment at the Contract Price for the appropriate tender items requiring work in waterbodies and on waterbody banks shall be full compensation for the labour, equipment, and materials for the protection of waterbodies and fish habitat for each appropriate tender item requiring work in or around water as per OPSD 182.07.07. The contractor shall monitor the project to ensure compliance with environmental conditions of construction.

The contractor shall ensure that sediment and other deleterious material do not gain entry to watercourses by means of cofferdams, turbidity curtains and any other means acceptable to the Engineer. Limit disturbance and damage to watercourse beds, banks and bank vegetation.

The Contractor shall ensure no foreign objects, substances or debris of any kind come into contact with the watercourse at any time. The contractor shall submit to the engineer in writing a plan for the management and control of the removal of material and protection of watercourses in accordance with OPSS 182.04. This plan shall conform to all Environmental Acts and Regulations. No removals may proceed without the written approval of this plan from the engineer.

ENVIRONMENTAL CONSTRAINTS

Water bodies and Fisheries Protection – General

All activities, including equipment maintenance and refuelling, shall be controlled to prevent entry of petroleum products or other deleterious substances, including any debris, waste, rubble or concrete material, into a water body, unless otherwise specified in the contract. Any such material, which in- advertently enters a water body, shall be removed by the Contractor, at his own expense, in a manner satisfactory to the Contract Administrator.

Controls shall include, but not be limited to the following:

Erosion and sedimentation control and protection of environmentally sensitive areas shall be in compliance with requirements that may be specified elsewhere in the contract.

Water bodies shall not be diverted or blocked and temporary water body crossings shall not be constructed or utilized, unless otherwise stipulated in the contract.

Where the contract does not require work in the water bodies or on the banks, equipment shall not be operated within such areas.

Where the contract requires work in water bodies or on the banks, such work shall comply with operational constraints specified elsewhere in the contract.

Construction material, excess material, construction debris and empty containers shall be stored away from water bodies and banks of water bodies.

Sediment laden or turbid water generated from activities such as excavation and dewatering shall be discharged into a proper sediment containment system for settling and filtration.

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

The Contractor's operations shall comply and be permitted within the timing constraints specified in Table 'A' below:

TABLE 'A'

LOCATION	TIMING CONSTRAINT DETAILS
Potomac Bridge	March 31st to June 15 th

These timing constraints shall apply regardless of timing of Contract award.

All erosion and sediment control measures shall be integrated with a construction operation schedule as determined by the Contractor. Operations in any sensitive area shall not be commenced until temporary erosion and sediment control measures have been installed.

Erosion and sediment control measures shall accommodate other aspects of the work including, but not restricted to, the following:

- Work area requirements, including equipment access, operation and storage, and material supply utilization and storage.
- Surface drainage from outside, through and around the work.
- Areas of disturbed soil and soil stockpiles.
- Means of access to erosion and sediment control measures requiring maintenance.
- Constraints that may be specified elsewhere in the contract.
- Protection of completed portions of the work.
- All vegetated cover not specified for removal shall be preserved in order to minimize erosion and sedimentation. Watercourses shall not be diverted, intercepted or blocked unless specified in the contract.

Where work requires abrasive blasting and surface cleaning preparation (i.e. the use of compressed air to remove dust and loose material from surfaces), the Contractor shall take every precaution necessary to prevent dust from entering adjoining water bodies or escaping beyond the Municipal right of way.

The Contractor shall monitor the erosion and sediment control measures and if the measures are found to be ineffective, the Contractor shall immediately make changes to the measures to control erosion and sediment.

Temporary erosion and sediment control measures shall be kept in place and maintained until 100% of all work within a sensitive area has been completed and stabilized. Temporary control measures shall be removed at the completion of the work but not until permanent erosion control measures, as specified in the contract have been established. This may necessitate removal by others.

Should the Engineer direct that an erosion sediment control measure remain in place after completion of the work and this was not specified in the contract, the measure will become the property of the Municipality of Huron Shores and either party to the contract may request in writing that negotiations be carried out to

determine possible additional payments for the depreciated value of material or possible credits to reflect savings related to deletion of removal work.

In accordance with OPSF 182-1, Appendix 'A' is invoked.

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Erosion and Sedimentation Control

The Contractor shall prepare a plan for the control of erosion and sediment, and shall accept responsibility for the adequacy of the plan. Prior to the commencement of any excavation or grading work, the Contractor will provide the Contract Administrator with a copy of the plan and written notice confirming that appropriate agency reviews have been undertaken.

The Contractor shall be solely responsible for controlling erosion and sediment including, but not limited to. The implementation, inspection, maintenance and removal of erosion and sediment control measures according to OPSS 805. Slope stabilization prior to removal of erosion control measures shall be in accordance with OPSS 572.

The Contractor shall immediately make changes if erosion and sediment control measures are proven to be inadequate. If dewatering is required, effluent shall be discharged so as to prevent entry of sediment into watercourses by use of an appropriate filtration system. Direct discharge will not be permitted.

Materials may include, but are not limited to, silt fence barriers, straw bale barriers, turbidity curtains, flow checks, seed and mulch and others as identified in OPSS 577 and OPSS 572. In addition, alternative materials or methods are acceptable provide they meet industry standards and protect the environment from the impact of erosion and sedimentation.

The time interval between commencement and completion of any work that disturbs earth surfaces shall be a maximum of 20 calendar days. Commencement of such work shall be considered to have occurred when the original ground stabilizing ground cover has been removed, including grubbing or has been covered with fill material. Completion of such work shall be considered to have occurred when the specific cover material (seed and mulch, seed and erosion control blanket, sod, riprap, etc.) has been applied.

These timing constraints apply regardless of timing of Contract award.

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

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

A 200 metre long stand-by supply of prefabricated light duty silt fence barrier, in addition to silt fence barrier which may be specified elsewhere in the Contract, shall be maintained at the Contract site prior to commencement of grading operations and throughout the duration of the Contract.

Turbidity Curtain Installation

The Contractor shall install turbidity curtains before commencement of construction operations within 10 metres of water bodies requiring their installation.

1.28 SOILS REPORT

A Geotechnical Investigation and Report that pertains to this project, is included as part of the tender documents.

The Contractor shall review the Geotechnical report and make his or her own determination as to construction procedures and considerations, health and safety considerations and construction sequences and methodology.

1.29 DEWATERING

The contractor shall be responsible for obtaining a permit to take water if required. Costs required to obtain the permit and for dewatering operations shall be included for in Item B7 – Earth Excavation for Structures.



OPSS MUNI GENERAL CONDITIONS OF CONTRACT

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SECTION GC 1.0 - INTERPRETATION

GC 1.01 Captions

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

GC 1.02 Abbreviations

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

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

GC 1.03 Gender and Singular References

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

GC 1.04

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Day means a calendar day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Monument means either a Property Monument or a Control Monument.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Provisions mean directions containing requirements specific to the Work.

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

Statutory Holdback means the holdbacks required under the Construction Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

Working Day means any Day,

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

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

GC 1.05 Ontario Traffic Manual

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

GC 1.06 Final Acceptance

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

GC 1.07 Interpretation of Certain Words

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

SECTION GC 2.0 - CONTRACT DOCUMENTS

GC 2.01 Reliance on Contract Documents

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

GC 2.02 Order of Precedence

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

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

- .02 In the event of any conflict among or inconsistency in the information shown on Drawings, the following rules shall apply:
- a) Dimensions shown in figures on a Drawing shall govern where they differ from dimensions scaled from the same Drawing;
 - b) Drawings of larger scale shall govern over those of smaller scale;
 - c) Detailed Drawings shall govern over general Drawings; and

- d) Drawings of a later date shall govern over those of an earlier date in the same series.
- .03 In the event of any inconsistency or conflict in the contents of Standard Specifications the following descending order of precedence shall govern:
- a) Owner's Standard Specifications
 - b) Ontario Provincial Standard Specifications
 - c) Other standards referenced in OPSSs and OPSDs (e.g., CSA, CGSB, ASTM, and ANSI).
- .04 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.

SECTION GC 3.0 - ADMINISTRATION OF THE CONTRACT

GC 3.01 Contract Administrator's Authority

- .01 The Contract Administrator shall be the Owner's representative during construction and until the issuance of the Completion Certificate or the issuance of the Final Acceptance Certificate, whichever is later. All instructions to the Contractor, including instructions from the Owner, shall be issued by the Contract Administrator. The Contract Administrator shall have the authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- .02 All claims, disputes and other matters in question relating to the performance and the quality of the Work or the interpretation of the Contract Documents shall be referred to the Contract Administrator in writing by the Contractor.
- .03 The Contract Administrator may inspect the Work for its conformity with the Contract Documents, and to record the necessary data to establish payment quantities under the schedule of tender quantities and unit prices or to assess the value of the Work completed in the case of a lump sum price Contract.
- .04 The Contract Administrator shall provide an estimate of the amounts owing to the Contractor under the Contract as provided for in section GC 8.0, Measurement and Payment.
- .05 The Contract Administrator, to not cause delay in the schedule, shall, with reasonable promptness, review and take appropriate action upon the Contractor's submissions such as shop drawings, product data, and samples in accordance with the Contract Documents .
- .06 The Contract Administrator shall investigate all allegations of a Change in the Work made by the Contractor and issue appropriate instructions.
- .07 The Contract Administrator shall prepare Change Directives and Change Orders for the Owner's approval.
- .08 Upon written application by the Contractor, the Contract Administrator and the Contractor shall jointly conduct an inspection of the Work to establish the date of Substantial Performance of the Work or the date of Completion of the Work or both.
- .09 The Contract Administrator shall be, in the first instance, the interpreter of the Contract Documents and the judge of the performance thereunder by both parties to the Contract. Interpretations and decisions of the Contract Administrator shall be consistent with the intent of the Contract Documents and, in making these decisions, the Contract Administrator shall not show partiality to either party.
- .10 The Contract Administrator shall have the authority to reject any part of the Work or Material that does not conform to the Contract Documents.
- .11 In the event that the Contract Administrator determines that any part of the Work performed by the Contractor is defective, whether the result of poor workmanship the use of defective Material or damage through carelessness or other act or omission of the Contractor and whether or not incorporated in the Work or otherwise fails to conform to the Contract Documents, then the Contractor shall if directed by the Contract Administrator promptly, as directed by the Contract Administrator, remove the Work and replace, make good, or re-execute the Work at no additional cost to the Owner.
- .12 Any part of the Work destroyed or damaged by such removals, replacements, or re-executions shall be made good, promptly, at no additional cost to the Owner.

- .13 If, in the opinion of the Contract Administrator it is not expedient to correct defective Work or Work not performed in accordance with the Contract Documents, the Owner may deduct from monies otherwise due to the Contractor the difference in value between the Work as performed and that called for by the Contract Documents amount that will be determined in the first instance by the Contract Administrator.
- .14 Notwithstanding any inspections made by the Contract Administrator or the issuance of any certificates or the making of any payment by the Owner, the failure of the Contract Administrator to reject any defective Work or Material shall not constitute acceptance of defective Work or Material.
- .15 The Contract Administrator shall have the authority to temporarily suspend the Work for such reasonable time as may be necessary:
 - a) to facilitate the checking of any portion of the Contractor's construction layout;
 - b) to facilitate the inspection of any portion of the Work; or
 - c) for the Contractor to remedy its non-compliance with any provisions of the Contract Documents.

The Contractor shall not be entitled to any compensation for suspension of the Work in these circumstances.
- .16 The Owner has the right to terminate the Contract for wilful or persistent violation by the Contractor or its workers of any applicable laws or bylaws, including but not limited to, the Occupational Health and Safety Act legislation and regulations, Workplace Safety and Insurance Board Act, and Regulation 347 of the Environmental Protection Act.
- .17 If the Contract Administrator determines that any worker employed on the Work is incompetent, as defined by the Occupational Health and Safety Act, or is disorderly, then the Contract Administrator shall provide written notice to the Contractor and the Contractor shall immediately remove the worker from the Working Area. Such worker shall not return to the Working Area without the prior written consent of the Contract Administrator.

GC 3.02 Working Drawings

- .01 The Contractor shall arrange for the preparation of clearly identified and dated Working Drawings as called for by the Contract Documents.
- .02 The Contractor, to not cause delay in the Work, shall submit Working Drawings to the Contract Administrator with reasonable promptness and in orderly sequence . If either the Contractor or the Contract Administrator so requests, they shall jointly prepare a schedule fixing the dates for submission and return of Working Drawings. Working Drawings shall be submitted in printed form. At the time of submission, the Contractor shall notify the Contract Administrator in writing of any deviations from the Contract Documents that exist in the Working Drawings.
- .03 The Contract Administrator shall review and return Working Drawings in accordance with an agreed upon schedule, or otherwise, with reasonable promptness so as not to cause delay.
- .04 The Contract Administrator's review shall be to check for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the Working Drawings or of responsibility for meeting all requirements of the Contract Documents, unless a deviation on the Working Drawings has been approved in writing by the Contract Administrator.

- .05 The Contractor shall make any changes in Working Drawings that the Contract Administrator may require to make the Working Drawings consistent with the Contract Documents and resubmit, unless otherwise directed by the Contract Administrator. When resubmitting, the Contractor shall notify the Contract Administrator in writing of any revisions other than those requested by the Contract Administrator.
- .06 Work related to the Working Drawings shall not proceed until the Working Drawings have been signed and dated by the Contract Administrator.
- .07 The Contractor shall keep one set of the reviewed Working Drawings, marked as above, at the site at all times.

GC 3.03 Right of the Contract Administrator to Modify Methods and Equipment

- .01 The Contractor shall, when requested in writing, make alterations in the method, Equipment, or work force at any time the Contract Administrator considers the Contractor's actions to be unsafe, or damaging to either the Work or existing facilities or the environment.
- .02 The Contractor shall, when requested in writing, alter the sequence of its operations on the Contract so as to avoid interference with work being performed by others.
- .03 Notwithstanding the foregoing, the Contractor shall ensure that all necessary safety precautions and protection are maintained throughout the Work.

GC 3.04 Emergency Situations

- .01 The Contract Administrator has the right to determine the existence of an emergency situation and, when such an emergency situation is deemed to exist, the Contract Administrator may instruct the Contractor to take action to remedy the situation. If the Contractor does not take timely action or, if the Contractor is not available, the Contract Administrator may direct others to remedy the situation.
- .02 If the emergency situation was the fault of the Contractor, the remedial Work shall be done at the Contractor's expense. If the emergency situation was not the fault of the Contractor, the Owner shall pay for the remedial Work.

GC 3.05 Layout Information

- .01 The Contract Administrator shall provide background information, including without limitation, baseline and benchmark information, to facilitate the general location, alignment, elevation and layout of the Work.
- .02 The Contract Administrator shall provide pre and post construction inventories of all Monuments, etc. that are located within the Working Area.
- .03 The Owner shall be responsible only for the correctness of the layout information provided by the Contract Administrator.

GC 3.06 Extension of Contract Time

- .01 An application for an extension of Contract Time shall be made in writing by the Contractor to the Contract Administrator as soon as the need for such extension becomes evident and at least 15 Days prior to the expiration of the Contract Time. The application for an extension of Contract Time shall enumerate the reasons and state the length of extension required.

- .02 Circumstances suitable for consideration of an extension of Contract Time include the following:
 - a) Delays, subsection GC 3.07.
 - b) Changes in the Work, clause GC 3.10.01.
 - c) Extra Work, clause GC 3.10.02.
 - d) Additional Work, clause GC 3.10.03.
- .03 The Contract Administrator shall, in reviewing an application for an extension to the Contract Time, consider whether the delays, Changes in the Work, Extra Work, or Additional Work involve a Controlling Operation.
- .04 The Contract Time shall be extended for such additional time as may be recommended by the Contract Administrator and deemed fair and reasonable by the Owner.
- .05 The terms and conditions of the Contract shall continue for such extension of Contract Time.

GC 3.07 Delays

- .01 If the Contractor is delayed in the performance of the Work by,
 - a) war, blockades, and civil commotions;
 - b) errors in the Contract Documents;
 - c) an act or omission of the Owner or Contract Administrator, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents;
 - d) a stop work order issued by a court or public authority, provided that such order was not issued as the result of an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly;
 - e) the Contract Administrator giving notice under section GC 7.0, Suspension of Work;
 - f) Abnormal Weather; or
 - g) archaeological finds, in accordance with subsection GC 3.15, Archaeological Finds,

then the Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay, provided that in the case of an application for an extension of Contract Time due to Abnormal Weather, the Contractor shall, with the Contractor's application, submit evidence from Environment Canada in support of such application. Extension of Contract Time may be granted in accordance with subsection GC 3.06, Extension of Contract Time.
- .02 If the Work is delayed by labour disputes, strikes or lock-outs, including lock-outs decreed or recommended to its members by a recognized contractor's association, of which the Contractor is a member or to which the Contractor is otherwise bound, which are beyond the Contractor's control, then the Contract Time shall be extended in accordance with subsection GC 3.06, Extension of Contract Time.
- .03 In no case shall the extension of Contract Time be less than the time lost as the result of the event causing the delay, unless a shorter extension is agreed to by the Contractor. The Contractor shall not be entitled to payment for costs incurred as the result of such delays unless such delays are the result of actions by the Owner.

- .04 The Contractor shall not be entitled to payment for the cost of delays incurred as a result of a dispute between the Contractor and Owner. The Contractor shall execute the Work and may pursue resolution of the dispute in accordance with subsection GC 3.13, Claims, Negotiations, Mediations.

GC 3.08 Assignment of Contract

- .01 The Contractor shall not assign the Contract, either in whole or in part, without the prior written consent of the Owner.

GC 3.09 Subcontracting by the Contractor

- .01 Subject to clause GC 3.09.03, Subcontracting by the Contractor, the Contractor may subcontract any part of the Work, in accordance with the Contract Documents and any limitations specified therein.
- .02 The Contractor shall notify the Contract Administrator in writing in 10 Days prior to the start of construction of the intention to subcontract. Such notification shall identify the part of the Work, and the Subcontractor with whom it is intended.
- .03 The Contract Administrator shall, within 5 Days of receipt of such notification, accept or reject the intended Subcontractor. The rejection shall be in writing and shall include the reasons for the rejection.
- .04 The Contractor shall not, without the written consent of the Owner, change a Subcontractor who has been engaged in accordance with this subsection.
- .05 The Contractor shall preserve and protect the rights of the Owner under the Contract Documents with respect to that part of the Work to be performed under subcontract and shall,
- a) enter into agreements with the intended Subcontractors to require them to perform their Work in accordance with the Contract Documents; and
 - b) be as fully responsible to the Owner for acts and omissions of the Contractor's Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.
- .06 The Owner's consent to subcontracting by the Contractor shall not be construed to relieve the Contractor from any obligation under the Contract and shall not impose any liability upon the Owner. Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor and the Owner.

GC 3.10 Changes

GC 3.10.01 Changes in the Work

- .01 The Owner, or the Contract Administrator where so authorized, may, by order in writing, make a Change in the Work without invalidating the Contract. The Contractor shall not be required to proceed with a Change in the Work until in receipt of a Change Order or Change Directive. Upon the receipt of such Change Order or Change Directive the Contractor shall proceed with the Change in the Work.
- .02 The Contractor may apply for an extension of Contract Time according to the terms of clause GC 3.06, Extension of Contract Time.

- .03 If the Change in the Work relates solely to quantities, payment for that part of the Work shall be made according to the conditions specified in clause GC 8.01.02, Variations in Tender Quantities. If the Change in the Work does not solely relate to quantities, then either the Owner or the Contractor may initiate negotiations upwards or downwards for the adjustment of the Contract price in respect of the Change in the Work pursuant to subsection GC 3.13, Claims, Negotiations, Mediation or payment may be made according to the conditions contained in clause GC 8.02.05, Payment on a Time and Material Basis.

GC 3.10.02 Extra Work

- .01 The Owner, or Contract Administrator where so authorized, may instruct the Contractor to perform Extra Work without invalidating the Contract. The Contractor shall not be required to proceed with the Extra Work until in receipt of a Change Order or Change Directive. Upon receipt of such Change Order or Change Directive the Contractor shall proceed with the Extra Work.
- .02 The Contractor may apply for an extension of Contract Time according to the terms of clause GC 3.06, Extension of Contract Time.
- .03 Either the Owner or Contractor may initiate negotiations upwards or downwards for the payment for the Extra Work pursuant to subsection GC 3.13, Claims, Negotiations, Mediation, or payment may be made according to the conditions contained in clause GC 8.02.05, Payment on a Time and Material Basis.

GC 3.10.03 Additional Work

- .01 The Owner, or Contract Administrator where so authorized, may request the Contractor to perform Additional Work without invalidating the Contract. If the Contractor agrees to perform Additional Work, the Contractor shall proceed with such Additional Work upon receipt of a Change Order.
- .02 The Contractor may apply for an extension of Contract Time according to the terms of subsection GC 3.06, Extension of Contract Time.
- .03 Payment for the Additional Work may be negotiated pursuant to subsection GC 3.13, Claims, Negotiations, Mediation, or payment may be made according to the conditions contained in clause GC 8.02.05, Payment on a Time and Material Basis.

GC 3.11 Notices

- .01 Any notice permitted or required to be given to the Contract Administrator or the Superintendent in respect of the Work shall be deemed to have been given to and received by the addressee on the date of delivery if delivered by hand, email, or by facsimile transmission and on the fifth Day after the date of mailing, if sent by mail.
- .02 The Contractor and the Owner shall provide each other with the mail and email addresses; cell phone, and telephone numbers for the Contract Administrator and the Superintendent at the commencement of the Work, and update as necessary.
- .03 In the event of an emergency situation or other urgent matter the Contract Administrator or the Superintendent may give a verbal notice, provided that such notice is confirmed in writing within 2 Days.
- .04 Any notice permitted or required to be given to the Owner or the Contractor shall be given in accordance with the notice provision of the Contract.

GC 3.12 Use and Occupancy of the Work Prior to Substantial Performance

- .01 Where it is not contemplated elsewhere in the Contract Documents, the Owner may use or occupy the Work or any part thereof prior to Substantial Performance, provided that at least 30 Days written notice has been given to the Contractor.
- .02 The use or occupancy of the Work or any part thereof by the Owner prior to Substantial Performance shall not constitute an acceptance of the Work or parts so occupied. In addition, the use or occupancy of the Work shall not relieve the Contractor or the Contractor's Surety from any liability that has arisen, or may arise, from the performance of the Work in accordance with the Contract Documents. The Owner shall be responsible for any damage that occurs because of the Owner's use or occupancy. Such use or occupancy of any part of the Work by the Owner does not waive the Owner's right to charge the Contractor liquidated damages in accordance with the terms of the Contract.

GC 3.13 Claims, Negotiations, Mediation

GC 3.13.01 Continuance of the Work

- .01 Unless the Contract has been terminated or completed, the Contractor shall in every case, after serving or receiving any notification of a claim or dispute, verbal or written, continue to proceed with the Work with due diligence and expedition. It is understood by the parties that such action shall not jeopardize any claim it may have.

GC 3.13.02 Record Keeping

- .01 Immediately upon commencing Work that may result in a claim, the Contractor shall keep Daily Work Records during the course of the Work, sufficient to substantiate the Contractor's claim, and the Contract Administrator shall keep Daily Work Records to be used in assessing the Contractor's claim, all in accordance with clause GC 8.02.07, Records.
- .02 The Contractor and the Contract Administrator shall attempt to reconcile their respective Daily Work Records on a daily basis, to simplify review of the claim, when submitted. If the Contractor and the Contract Administrator fail to reconcile their respective Daily Work Records, then the Contractor shall submit its Daily Work Records as part of its claim, whereby the resolution of the dispute about the Daily Work Records shall not be resolved until there is a resolution of the claim.
- .03 The keeping of Daily Work Records by the Contract Administrator or the reconciling of such Daily Work Records with those of the Contractor shall not be construed to be acceptance of the claim.

GC 3.13.03 Claims Procedure

- .01 The Contractor shall give verbal notice of any situation that may lead to a claim for additional payment immediately upon becoming aware of the situation.
- .02 The Contractor shall provide written notice within 7 Days of the commencement of any part of the Work that may be affected by the situation.
- .03 The Contractor shall submit detailed claims as soon as reasonably possible and in any event no later than 30 Days or such time as mutually agreed after completion of the Work affected by the situation. The detailed claim shall:
 - a) identify the item or items in respect of which the claim arises;
 - b) state the grounds, contractual or otherwise, upon which the claim is made; and

- c) include the Records maintained by the Contractor supporting such claim.
- .04 Within 30 Days of the receipt of the Contractor's detailed claim, the Contract Administrator may request the Contractor to submit any further and other particulars as the Contract Administrator considers necessary to assess the claim. The Contractor shall submit the requested information within 30 Days of receipt of such request.
- .05 Within 90 Days of receipt of the detailed claim, the Contract Administrator shall advise the Contractor, in writing, of the Contract Administrator's opinion regarding the validity of the claim.

GC 3.13.04 Negotiations

- .01 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, open and timely disclosure of relevant facts, information, and documents to facilitate these negotiations.
- .02 Should the Contractor disagree with the opinion given in clause GC 3.13.03.05, with respect to any part of the claim, the Contract Administrator shall enter into negotiations with the Contractor to resolve the matters in dispute. Where a negotiated settlement cannot be reached and it is agreed that payment cannot be made on a Time and Material basis in accordance with clause GC 8.02.05, Payment on a Time and Material Basis, the parties shall proceed in accordance with clause GC 3.13.05, Mediation, or subsection GC 3.14, Arbitration.
- .03 Prior to the expiry of 30 Business Days from the date of receipt of the Contractors claim, the Contract Administrator shall provide a written response to the Contractor stating the Contract Administrator's final price for the Change Order and an explanation of the rationale and basis of the Contract Administrator's position which shall be deemed to be the initial site response.

GC 3.13.05 Mediation

- .01 If a claim is not resolved satisfactorily through the negotiation stage noted in clause GC 3.13.04, Negotiations, within a period of 30 Days following the opinion given in clause GC 3.13.03.05, and the Contractor wishes to pursue the issue further, the parties may, upon mutual agreement, utilize the services of an independent third-party mediator.
- .02 The mediator shall be mutually agreed upon by the Owner and Contractor.
- .03 The mediator shall be knowledgeable regarding the area of the disputed issue. The mediator shall meet with the parties together or separately, as necessary, to review all aspects of the issue. In a final attempt to assist the parties in resolving the issue themselves prior to proceeding to arbitration the mediator shall provide, without prejudice, a non-binding recommendation for settlement.
- .04 The review by the mediator shall be completed within 90 Days following the opinion given in clause GC 3.13.03.05.
- .05 Each party is responsible for its own costs related to the use of the mediation process. The cost of the third-party mediator shall be equally shared by the Owner and Contractor.

GC 3.13.06 Payment

- .01 Payment of the claim shall be made no later than 28 Days after the date of resolution of the claim or dispute. Such payment shall be made according to the terms of section GC 8.0, Measurement and Payment.

GC 3.13.07 Rights of Both Parties

- .01 It is agreed that no action taken under subsection GC 3.13, Claims, Negotiations, Mediation, by either party shall be construed as a renunciation or waiver of any of the rights or recourse available to the parties, provided that the requirements set out in this subsection are fulfilled.
- .02 It is further agreed that the parties may at any time resort to the adjudication procedure contained in the Construction Act.

GC 3.14 Arbitration

GC 3.14.01 Conditions of Arbitration

- .01 If a claim is not resolved satisfactorily through the negotiation stage noted in clause GC 3.13.04, Negotiations, or the mediation stage noted in clause GC 3.13.05, Mediation, either party may invoke the provisions of subsection GC 3.14, Arbitration, by giving written notice to the other party.
- .02 Notification that arbitration shall be implemented to resolve the issue shall be communicated in writing as soon as possible and no later than 60 Days following the opinion given in clause GC 3.13.03.05. Where the use of a third-party mediator was implemented, notification shall be within 120 Days of the opinion given in clause GC 3.13.03.05.
- .03 The parties shall be bound by the decision of the arbitrator.
- .04 The rules and procedures of the Arbitration Act, 1991, S.O. 1991, c.17, as amended, shall apply to any arbitration conducted hereunder except to the extent that they are modified by the express provisions of subsection GC 3.14, Arbitration.

GC 3.14.02 Arbitration Procedure

- .01 The following provisions are to be included in the agreement to arbitrate and are subject only to such right of appeal as exist where the arbitrator has exceeded his or her jurisdiction or have otherwise disqualified him or herself:
 - a) All existing actions in respect of the matters under arbitration shall be stayed pending arbitration;
 - b) All outstanding claims and matters to be settled are to be set out in a schedule to the agreement. Only such claims and matters as are in the schedule shall be arbitrated; and
 - c) Before proceeding with the arbitration, the Contractor shall confirm that all matters in dispute are set out in the schedule.

GC 3.14.03 Appointment of Arbitrator

- .01 The arbitrator shall be mutually agreed upon by the Owner and Contractor to adjudicate the dispute.
- .02 Where the Owner and Contractor cannot agree on a sole arbitrator within 30 Days of the notification of arbitration noted in clause GC 3.14.01.02, the Owner and the Contractor shall each choose an appointee within 37 Days of the notice of arbitration.
- .03 The appointees shall mutually agree upon an arbitrator to adjudicate the dispute within 15 Days after the last appointee was chosen or they shall refer the matter to the ADR Institute of Ontario (ADRIO), which may select an arbitrator to adjudicate the dispute within 7 Days of being requested to do so.
- .04 The arbitrator shall not be interested financially in the Contract nor in either party's business and shall not be employed by either party.

- .05 The arbitrator may appoint independent experts and any other persons to assist him or her.
- .06 The arbitrator is not bound by the rules of evidence that govern the trial of cases in court but may hear and consider any evidence that the arbitrator considers relevant.
- .07 The hearing shall commence within 90 Days of the appointment of the arbitrator.

GC 3.14.04 Costs

- .01 The arbitrator's fee shall be equally shared by the Owner and the Contractor.
- .02 The fees of any independent experts and any other persons appointed to assist the arbitrator shall be shared equally by the Owner and the Contractor.
- .03 The arbitration hearing shall be held in a place mutually agreed upon by both parties or in the event the parties do not agree, a site shall be chosen by the arbitrator. The cost of obtaining appropriate facilities shall be shared equally by the Owner and the Contractor.
- .04 The arbitrator may, in his or her discretion, award reasonable costs, related to the arbitration.

GC 3.14.05 The Decision

- .01 The reasoned decision shall be made in writing within 90 Days of the conclusion of the hearing. An extension of time to make a decision may be granted with consent of both parties. Payment shall be made in accordance with clause GC 3.13.06, Payment.

GC 3.15 Archaeological Finds

- .01 If the Contractor's operations expose any items that may indicate an archaeological find, such as but not limited to building remains, hardware, accumulations of bones, pottery, or arrowheads, the Contractor shall immediately notify the Contract Administrator and suspend operations within the area identified by the Contract Administrator. Notification may be verbal provided that such notice is confirmed in writing within 2 Days. Work shall remain suspended within that area until otherwise directed by the Contract Administrator in writing, in accordance with subsection GC 7.09, Suspension of Work.
- .02 Any delay in the completion of the Contract that is caused by such a suspension of Work shall be considered to be beyond the Contractor's control in accordance with clause GC 3.07.01.
- .03 Any Work directed or authorized in connection with an archaeological find shall be considered as Extra Work in accordance with clause GC 3.10.02, Extra Work.
- .04 The Contractor shall take all reasonable action to minimize additional costs that may accrue as a result of any work stoppage.

SECTION GC 4.0 - OWNER'S RESPONSIBILITIES AND RIGHTS

GC 4.01 Working Area

.01 The Owner shall acquire all property rights that are deemed necessary by the Owner for the construction of the Work, including temporary working easements, and shall indicate the full extent of the Working Area on the Contract Drawings.

GC 4.02 Approvals and Permits

.01 The Owner shall pay for all plumbing and building permits.

.02 The Owner shall obtain and pay for all permits, licences, and certificates solely required for the design of the Work.

GC 4.03 Management and Disposition of Materials

.01 The Owner shall identify in the Contract Documents the Materials to be moved within or removed from the Working Area and any characteristics of those Materials that necessitates special Materials management and disposition.

.02 In accordance with regulations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended, the Owner advises that,

- a) the designated substances silica, lead, and arsenic are generally present throughout the Working Area occurring naturally or as a result of vehicle emissions;
- b) the designated substance asbestos may be present in cement products, asphalt, and conduits for Utilities;
- c) the following hazardous materials are ordinarily present in construction activities: limestone, gypsum, marble, mica, and Portland cement; and
- d) exposure to these substances may occur as a result of activities by the Contractor such as sweeping, grinding, crushing, drilling, blasting, cutting, and abrasive blasting.

.03 The Owner shall identify in the Contract Documents any designated substances or hazardous materials other than those identified above and their location in the Working Area.

.04 If the Owner or Contractor discovers or is advised of the presence of designated substances or hazardous Materials that are in addition to those listed in clause GC 4.03.02, or not clearly identified in the Contract Documents according to clause GC 4.03.03, then verbal notice shall be provided to the other party immediately with written confirmation within 2 Days. The Contractor shall stop Work in the area immediately and shall determine the necessary steps required to complete the Work in accordance with applicable legislation and regulations.

.05 The Owner shall be responsible for any reasonable additional costs of removing, managing and disposing of any Material not identified in the Contract Documents, or where conditions exist that could not have been reasonably foreseen at the time of tendering. All work under this paragraph shall be deemed to be Extra Work.

- .06 Prior to commencement of the Work, the Owner shall provide to the Contractor a list of those products controlled under the Workplace Hazardous Materials Information System (WHMIS), that the Owner may supply or use on the Contract, together with copies of the Safety Data Sheets for these products. All containers used in the application of products controlled under WHMIS shall be labelled. The Owner shall notify the Contractor in writing of changes to the list and provide relevant Safety Data Sheets.
- .07 Unless expressly permitted in the Contract Documents, the Contractor shall not bring onto the Work Area any designated substance or hazardous Material per OHSA without the prior written authorization of the Contract Administrator.
- .08 The Contractor shall use all reasonable care to avoid spilling or disturbing any designated substances or hazardous Material per OHSA.

GC 4.04 Construction Affecting Railway Property

- .01 The Owner shall pay the costs of all flagging and other traffic control measures required and provided by the railway company unless such costs are solely a function of the Contractor's chosen method of completing the Work.
- .02 Every precaution shall be taken by the Contractor to protect all railway property at track crossings; or otherwise, on which construction operations are to take place in accordance with the terms of this Contract.
- .03 The Contractor shall be required to conduct the construction operations in such a manner as to avoid a possibility of damaging any railway property in the vicinity of the Works. Every reasonable precaution shall be taken by the Contractor to ensure the safety of the workers, Subcontractors, and Equipment, as well as railway property throughout the duration of the Contract.

GC 4.05 Default by the Contractor

- .01 If the Contractor fails to commence the Work within 14 Days of a formal order to commence Work signed by the Contract Administrator or, upon commencement of the Work, should neglect to prosecute the Work properly or otherwise fails to comply with the requirements of the Contract and, if the Contract Administrator has given a written statement to the Owner and Contractor that sufficient cause exists to justify such action, the Owner may, without prejudice to any other right or remedy the Owner may have, notify the Contractor in writing that the Contractor is in default of the Contractor's contractual obligations and instruct the Contractor to correct the default in the 5 Working Days immediately following the receipt of such notice.
- .02 If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the Contractor's insolvency or if a receiver is appointed because of the Contractor's insolvency, the Owner may, without prejudice to any other right or remedy the Owner may have, by giving the Contractor or receiver or trustee in bankruptcy notice in writing, terminate the Contract.

GC 4.06 Contractor's Right to Correct a Default

- .01 The Contractor shall have the right within the 5 Working Days following the receipt of a notice of default to correct the default and provide the Owner with satisfactory proof that appropriate corrective measures have been taken.
- .02 If the Owner determines that the correction of the default cannot be completed within the 5 Working Days following receipt of the notice, the Contractor shall not be in default if the Contractor,
 - a) commences the correction of the default within the 5 Working Days following receipt of the notice;

- b) provides the Owner with a schedule acceptable to the Owner for the progress of such correction; and
- c) completes the correction in accordance with such schedule.

GC 4.07 Owner's Right to Correct Default

.01 If the Contractor fails to correct the default within the time specified in subsection GC 4.06, Contractor's Right to Correct a Default, or subsequently agreed upon, the Owner, without prejudice to any other right or remedy the Owner may have, may correct such default and deduct the cost thereof, as certified by the Contract Administrator, from any payment then or thereafter due to the Contractor.

GC 4.08 Termination of Contractor's Right to Continue the Work

.01 Where the Contractor fails to correct a default within the time specified in subsection GC 4.06, Contractor's Right to Correct a Default, or subsequently agreed upon, the Owner, without prejudice to any other right or remedy the Owner may have, may terminate the Contractor's right to continue the Work in whole or in part by giving written notice to the Contractor.

.02 If the Owner terminates the Contractor's right to continue with the Work in whole or in part, the Owner shall be entitled to,

- a) take possession of the Working Area or that portion of the Working Area devoted to that part of the Work terminated;
- b) utilize any Material within the Working Area;
- d) withhold further payments to the Contractor with respect to the Work or the portion of the Work withdrawn from the Contractor until the Work or portion thereof withdrawn is completed;
- d) charge the Contractor the additional cost over the Contract price of completing the Work or portion thereof withdrawn from the Contractor, as certified by the Contract Administrator and any additional compensation paid to the Contract Administrator for such additional service arising from the correction of the default;
- e) charge the Contractor a reasonable allowance, as determined by the Contract Administrator, to cover correction to the Work performed by the Contractor that may be required under subsection GC 7.16, Warranty;
- f) charge the Contractor for any damages the Owner sustained as a result of the default; and
- g) charge the Contractor the amount by which the cost of corrections to the Work under subsection GC 7.16, Warranty, exceeds the allowance provided for such corrections.

GC 4.09 Final Payment to Contractor

.01 If the Owner's cost to correct and complete the Work in whole or in part is less than the amount withheld from the Contractor under subsection GC 4.08, Termination of Contractor's Right to Continue the Work, the Owner shall pay the balance to the Contractor as soon as the final accounting for the Contract is complete.

GC 4.10 Termination of the Contract

- .01 Where the Contractor is in default of the Contract the Owner shall, without prejudice to any other right or remedy the Owner may have, terminate the Contract by giving written notice of termination to the Contractor, the Surety, and any trustee or receiver acting on behalf of the Contractor's estate or creditors.
- .02 If the Owner elects to terminate the Contract, the Owner shall provide the Contractor and the trustee or receiver with a complete accounting to the date of termination.

GC 4.11 Continuation of Contractor's Obligations

- .01 The Contractor's obligation under the Contract as to quality, correction, and warranty of the Work performed prior to the time of termination of the Contract or termination of the Contractor's right to continue with the Work in whole or in part shall continue to be in force after such termination.

GC 4.12 Use of Performance Bond

- .01 If the Contractor is in default of the Contract and the Contractor has provided a Performance Bond, the provisions of section GC 4.0, Owner's Responsibilities and Rights, shall be exercised in accordance with the conditions of the Performance Bond.

GC 4.13 Payment Adjustment

- .01 If any situation should occur in the performance of the Work that would result in a Change in the Work, the Owner shall be entitled to an adjustment and those adjustments shall be managed in accordance with clause GC 3.10.01, Changes in the Work.

SECTION GC 5.0 - MATERIAL

GC 5.01 Supply of Material

- .01 All Material necessary for the proper completion of the Work, except that listed as being supplied by the Owner, shall be supplied by the Contractor. The Contract price for the appropriate tender items shall be deemed to include full compensation for the supply and delivery of such Material.

GC 5.02 Quality of Material

- .01 All Material supplied by the Contractor shall be new, unless otherwise specified in the Contract Documents.
- .02 Material supplied by the Contractor shall conform to the requirements of the Contract.
- .03 As specified in the Contract Documents or as requested by the Contract Administrator, the Contractor shall make available, for inspection or testing, a sample of any Material to be supplied by the Contractor.
- .04 The Contractor shall obtain for the Contract Administrator the right to enter onto the premises of the Material manufacturer or supplier to carry out such inspection, sampling, and testing as specified in the Contract Documents or as requested by the Contract Administrator.
- .05 The Contractor shall notify the Contract Administrator of the sources of supply sufficiently in advance of the Material shipping dates to enable the Contract Administrator to perform the required inspection, sampling, and testing.
- .06 The Owner shall not be responsible for any delays to the Contractor's operations where the Contractor fails to give sufficient advance notice to the Contract Administrator to enable the Contract Administrator to carry out the required inspection, sampling, and testing before the scheduled shipping date.
- .07 The Contractor shall not change the source of supply of any Material without the written authorization of the Contract Administrator.
- .08 Material that is not specified shall be of a quality best suited to the purpose required, and the use of such Material shall be subject to the approval of the Contract Administrator.
- .09 All Material inspection, sampling, and testing shall be carried out on random basis in accordance with the standard inspection or testing methods required for the Material. Any approval given by the Contract Administrator for the Materials to be used in the Work based upon the random method shall not relieve the Contractor from the responsibility of incorporating Material that conforms to the Contract Documents into the Work or properly performing the Contract and of any liability arising from the failure to properly perform as specified in the Contract Documents.

GC 5.03 Rejected Material

- .01 Rejected Material shall be removed from the Working Area expeditiously after the notification to that effect from the Contract Administrator. Where the Contractor fails to comply with such notice, the Contract Administrator may cause the rejected Material to be removed from the Working Area and disposed of, in what the Contract Administrator considers to be the most appropriate manner, and the Contractor shall pay the costs of disposal and the appropriate overhead charges.

GC 5.04 Substitutions

- .01 Where the Contract Documents require the Contractor to supply a Material designated by a trade or other name, the Tender shall be based only upon supply of the Material so designated, that shall be regarded as the standard of quality required by the Contract Documents. After the acceptance of the Tender, the Contractor may apply to the Contract Administrator to substitute another Material identified by a different trade or other name for the Material designated as aforesaid. The application shall be in writing and shall state the price for the proposed substitute Material designated as aforesaid, and such other information as the Contract Administrator may require.
- .02 Rulings on a proposed substitution shall not be made prior to the acceptance of the Tender. Substitutions shall not be made without the prior approval of the Contract Administrator. The approval or rejection of a proposed substitution shall be at the discretion of the Contract Administrator.
- .03 If the proposed substitution is approved by the Contract Administrator, the Contractor shall be entitled to the first \$1,000 of the aggregate saving in cost by reason of such substitution and to 50% of any additional saving in cost in excess of such \$1,000. Each such approval shall be conveyed to the Contractor in writing or by issuance of a Certificate of Equality on the Owner's standard form of "Certification of Equality" and, if any adjustment to the Contract price is made by reason of such substitution, a Change Order shall be issued as well.

GC 5.05 Owner Supplied Material

GC 5.05.01 Ordering of Excess Material

- .01 Where Material is supplied by the Owner and where this Material is ordered by the Contractor in excess of the amount specified to complete the Work, such excess Material shall become the property of the Contractor on completion of the Work and shall be charged to the Contractor at cost plus applicable overheads.

GC 5.05.02 Care of Material

- .01 The Contractor shall, in advance of receipt of shipments of Material supplied by the Owner, provide adequate and proper storage facilities acceptable to the Contract Administrator, and on the receipt of such Material shall promptly place it in storage, except where it is to be incorporated forthwith into the Work.
- .02 The Contractor shall be responsible for acceptance of Material supplied by the Owner, at the specified delivery point and for its safe handling and storage. If such Material is damaged while under the control of the Contractor, it shall be replaced or repaired by the Contractor at no expense to the Owner, and to the satisfaction of the Contract Administrator. If such Material is rejected by the Contract Administrator for reasons that are not the fault of the Contractor, it shall remain in the care and at the risk of the Contractor until its disposition has been determined by the Contract Administrator.
- .03 Where Material supplied by the Owner arrives at the delivery point in a damaged condition or where there are discrepancies between the quantities received and the quantities shown on the bills of lading, the Contractor shall immediately report such damage or discrepancies to the Contract Administrator who shall arrange for an immediate inspection of the shipment and provide the Contractor with a written release from responsibility for such damage or deficiencies. Where damage or deficiencies are not so reported, it shall be assumed that the shipment arrived in good condition and order, and any damage or deficiencies reported thereafter shall be made good by the Contractor at no extra cost to the Owner.

- .04 The full amount of Material supplied by the Owner in each shipment shall be accounted for by the Contractor and such Material shall be at the risk of the Contractor after taking delivery. Such Material shall not, except with the written permission of the Contract Administrator, be used by the Contractor for purposes other than the performance of the Work under the Contract.
- .05 Empty reels, crates, containers, and other type of packaging from Material supplied by the Owner shall become the property of the Contractor when they are no longer required for their original purpose and shall be disposed of by the Contractor at the Contractor's expense unless otherwise specified in the Contract Documents.
- .06 Immediately upon receipt of each shipment, the Contractor shall provide the Contract Administrator copies of bills of lading, or such other documentation the Contract Administrator may require to substantiate and reconcile the quantities of Material received.
- .07 Where Material supplied by the Owner is ordered and stockpiled prior to the award of the Contract, the Contractor shall, at no extra cost to the Owner, immediately upon commencement of operations, check the Material, report any damage or deficiencies to the Contract Administrator and take charge of the Material at the stockpile site. Where damage or deficiencies are not so recorded by the Contractor, it shall be assumed that the stockpile was in good condition and order when the Contractor took charge of it, and any damage or deficiencies reported thereafter shall be made good by the Contractor at no extra cost to the Owner.

SECTION GC 6.0 - INSURANCE, PROTECTION AND DAMAGE

GC 6.01 Protection of Work, Persons and Property

- .01 The Contractor, the Contractor's agents, and all workers employed by or under the control of the Contractor, including Subcontractors, shall protect the Work, persons, and property from damage or injury. The Contractor shall be responsible for all losses and damage that may arise as the result of the Contractor's operations under the Contract, unless indicated to the contrary below.
- .02 The Contractor is responsible for the full cost of any necessary temporary protective Work and the restoration of all damage where the Contractor damages the Work or property in the performance of the Contract. If the Contractor is not responsible for the damage that occurs to the Work or property, the Contractor shall restore such damage, and such Work and payment shall be administered according to these General Conditions.
- .03 The Contractor shall immediately inform the Contract Administrator of all damage and injuries that occur during the term of the Contract. The Contractor shall then investigate and report back to the Contract Administrator within 15 Days of occurrence of incident, or as soon as possible. The Contract Administrator may conduct its own investigation and the Contractor shall provide all assistance to the Contract Administrator as may be necessary for that purpose.
- .04 The Contractor shall not be responsible for loss and damage that occurs as a result of,
 - a) war;
 - b) blockades and civil commotions;
 - c) errors in the Contract Documents; or
 - d) acts or omissions of the Owner, the Contract Administrator, their agents and employees, or others not under the control of the Contractor, but within the Working Area with the Owner's permission.
- .05 The Contractor and the Contractor's Surety shall not be released from any term or provision of any responsibility, obligation, or liability under the Contract or waive or impair any of the rights of the Owner, except by a release duly executed by the Owner.

GC 6.02 Indemnification

- .01 The Contractor shall indemnify and hold harmless the Owner and the Contract Administrator, their elected officials, agents, officers, and employees from and against all claims, demands, losses, expenses, costs, damages, actions, suits, or proceedings by third parties, hereinafter called "claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the Work, provided such claims are,
 - a) attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property;
 - b) caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable; and
 - c) made in writing within a period of 6 years from the date of Substantial Performance of the Work as set out in the Certificate of Substantial Performance of the Work or, where so specified in the Contract Documents, from the date of certification of Final Acceptance.

- .02 The Contractor shall indemnify and hold harmless the Owner from all and every claim for damages, royalties or fees for the infringement of any patented invention or copyright occasioned by the Contractor in connection with the Work performed or Material furnished by the Contractor under the Contract.
- .03 The Owner expressly waives the right to indemnity for claims other than those stated in clauses GC 6.02.01 and GC 6.02.02.
- .04 The Owner shall indemnify and hold harmless the Contractor, their elected officials, agents, officers, and employees from and against all claims, demands, losses, expenses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract that are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Working Area.
- .05 The Contractor expressly waives the right to indemnity for claims other than those stated in clause GC 6.02.04.

GC 6.03 Contractor's Insurance

GC 6.03.01 General

- .01 Without restricting the generality of subsection GC 6.02, Indemnification, the Contractor shall provide, maintain, and pay for the insurance coverages listed under clauses GC 6.03.02 and GC 6.03.03. Insurance coverage in clauses GC 6.03.04, GC 6.03.05, and GC 6.03.06 shall only apply when so specified in the Contract Documents.
- .02 The Contractor shall provide the Contract Administrator with an original Certificate of Insurance for each type of insurance coverage that is required by the Contract Documents. The Contractor shall ensure that the Contract Administrator is, at all times in receipt of a valid Certificate of Insurance for each type of insurance coverage, in such amounts as specified in the Contract Documents. The Contractor will not be permitted to commence Work until the Contract Administrator is in receipt of such proof of insurance. The Contract Administrator may withhold payments of monies due to the Contractor until the Contractor has provided the Contract Administrator with original valid Certificates of Insurance as required by the provisions of the Contract Documents.

GC 6.03.02 Commercial General Liability Insurance

- .01 Commercial General Liability Insurance shall be in the name of the Contractor, with the Owner and the Contract Administrator named as additional insureds, with limits of not less than five million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof. The insurance shall be provided in a form acceptable to the Owner.
- .02 Approval of this insurance shall be conditional upon the Contractor obtaining the services of an insurer licensed to underwrite insurance in the Province of Ontario and obtaining the insurer's certificate of equivalency to the required insurance.
- .03 The Contractor shall submit annually to the Owner, proof of continuation of the completed operations coverage and, if the Contractor fails to do so, the limitation period for claiming indemnity described in clause GC 6.02.01 c), shall not be binding on the Owner.
- .04 Should the Contractor decide not to employ Subcontractors for operations requiring the use of explosives for blasting, pile driving or caisson work, removal or weakening of support of property building or land, the Commercial General Liability Insurance shall include the appropriate endorsements.
- .05 The policies shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, termination, or material change.

.06 "Claims Made" insurance policies shall not be permitted.

GC 6.03.03 Automobile Liability Insurance

.01 Automobile liability insurance in respect of licensed vehicles shall have limits of not less than five million dollars inclusive per occurrence for bodily injury, death and damage to property, in the following forms endorsed to provide the Owner with not less than 30 Days written notice in advance of any cancellation, termination, or material change.

- a) standard non-owned automobile policy including standard contractual liability endorsement, and
- b) standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by the Contractor.

GC 6.03.04 Aircraft and Watercraft Liability Insurance

GC 6.03.04.01 Aircraft Liability Insurance

.01 Aircraft liability insurance with respect to owned or non-owned aircraft used directly or indirectly in the performance of the Work, including use of additional premises, shall be subject to limits of not less than five million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, and limits of not less than five million dollars for aircraft passenger hazard. Such insurance shall be in a form acceptable to the Owner. The policies shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, change, or amendment restricting coverage.

GC 6.03.04.02 Watercraft Liability Insurance

.01 Watercraft liability insurance with respect to owned or non-owned watercraft used directly or indirectly in the performance of the Work, including use of additional premises, shall be subject to limits of not less than five million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof. Such insurance shall be in a form acceptable to the Owner. The policies shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, change, or amendment restricting coverage.

GC 6.03.05 Property and Boiler Insurance

GC 6.03.05.01 Property Insurance

.01 All risks property insurance shall be in the name of the Contractor, with the Owner and the Contract Administrator named as additional insureds, insuring not less than the sum of the amount of the Contract price and the full value, as may be stated in the Contract Documents, of Material that is specified to be provided by the Owner for incorporation into the Work.

GC 6.03.05.02 Boiler Insurance

.01 Boiler insurance insuring the interests of the Contractor, the Owner and the Contract Administrator for not less than the replacement value of boilers and pressure vessels forming part of the Work, shall be in a form acceptable to the Owner.

GC 6.03.05.03 Use and Occupancy of the Work Prior to Completion

.01 Should the Owner wish to use or occupy part or all of the Work prior to Substantial Performance, the Owner shall give 30 Days written notice to the Contractor of the intended purpose and extent of such use or occupancy. Prior to such use or occupancy, the Contractor shall notify the Owner in writing of

the additional premium cost, if any, to maintain property and boiler insurance, which shall be at the Owner's expense. If because of such use or occupancy the Contractor is unable to provide coverage, the Owner upon written notice from the Contractor and prior to such use or occupancy shall provide, maintain, and pay for property and boiler insurance insuring the full value of the Work, including coverage for such use or occupancy, and shall provide the Contractor with proof of such insurance. The Contractor shall refund to the Owner the unearned premiums applicable to the Contractor's policies upon termination of coverage.

- .02 The policies shall provide that in the event of a loss or damage, payment shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of both the Owner and the Contractor for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the Contractor shall proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under the Contract, except that the Contractor shall be entitled to such reasonable extension of Contract Time relative to the extent of the loss or damage as the Contract Administrator may decide in consultation with the Contractor.

GC 6.03.05.04 Payment for Loss or Damage

- .01 The Contractor shall be entitled to receive from the Owner, in addition to the amount due under the Contract, the amount at which the Owner's interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds, and in accordance with the requirements of section GC 8.0, Measurement and Payment. In addition, the Contractor shall be entitled to receive from the payments made by the insurers the amount of the Contractor's interest in the restoration of the Work.
- .02 The Contractor shall be responsible for deductible amounts under the policies, except where such amounts may be excluded from the Contractor's responsibility by the terms of this Contract.
- .03 In the event of a loss or damage to the Work arising from the action or omission of the Owner or others, the Owner shall pay the Contractor the cost of restoring the Work as the restoration of the Work proceeds and in accordance with the requirements of section GC 8.0, Measurement and Payment.

GC 6.03.06 Contractor's Equipment Insurance

- .01 All risks Contractor's Equipment insurance covering construction equipment used by the Contractor for the performance of the Work, including boiler insurance on temporary boilers and pressure vessels, shall be in a form acceptable to the Owner and shall not allow subrogation claims by the insurer against the Owner. The policies shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, change, or amendment restricting coverage. Subject to satisfactory proof of financial capability by the Contractor for self-insurance of the Contractor's Equipment, the Owner agrees to waive the equipment insurance requirement, and for the purpose of this Contract, the Contractor shall be deemed to be insured. This policy shall be amended to provide permission for the Contractor to grant prior releases with respect to damage to the Contractor's Equipment.

GC 6.03.07 Insurance Requirements and Duration

- .01 Each insurance policy as noted in the Contract Documents shall be in effect from the date of commencement of the Work until 10 Days after the date of Final Acceptance of the Work, as set out in the Final Acceptance Certificate.
- .02 The Contractor shall provide the Owner, on a form acceptable to the Owner, proof of insurance prior to commencement of the Work and signed by the underwriter or the broker.

- .03 The Contractor shall, on request, promptly provide the Owner with a certified true copy of each insurance policy exclusive of information pertaining to premium or premium bases used by the insurer to determine the cost of the insurance. The certified true copy shall include the signature of an officer of the insurer.
- .04 Where a policy is renewed, the Contractor shall provide the Owner, on a form acceptable to the Owner, renewed proof of insurance immediately following completion of renewal.
- .05 Unless specified otherwise, the Contractor shall be responsible for the payment of deductible amounts under the policies.
- .06 If the Contractor fails to provide or maintain insurance as required in subsection GC 6.03, Contractor's Insurance, or elsewhere in the Contract Documents, then the Owner shall have the right to provide and maintain such insurance and give evidence thereof to the Contractor. The Owner's cost thereof shall be payable by the Contractor to the Owner on demand.
- .07 If the Contractor fails to pay the cost of the insurance placed by the Owner within 28 Days of the date on which the Owner made a formal demand for reimbursement of such costs, the Owner may deduct the costs thereof from monies which are due or may become due to the Contractor.

GC 6.04 Bonding

- .01 The Contractor shall provide the Owner with the surety bonds in the amount required by the Contract Documents.
- .02 Such bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the Province of Ontario and shall be to the satisfaction of the Owner. The bonds shall be maintained in good standing until the Final Acceptance.

GC 6.05 Workplace Safety and Insurance Board

- .01 The Contractor shall provide the Contract Administrator with a copy of a Certificate of Clearance indicating the Contractor's good standing with the Workplace Safety and Insurance Board, as follows:
 - a) Immediately prior to the Contract Administrator authorizing the Contractor to commence Work.
 - b) Prior to issue of the Certificate of Substantial Performance.
 - c) Prior to expiration of the Warranty Period.
 - d) At any other time when requested by the Contract Administrator.

SECTION GC 7.0 - CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

GC 7.01 General

GC 7.01.01 Site Visit

- .01 The Contractor warrants that the site of the Work has been visited during the preparation of the Tender and the character of the Work and all local conditions that may affect the performance of the Work are known.

GC 7.01.02 Commencement of Work

- .01 The Contractor shall not commence the Work nor deliver anything to the Working Area until the Contractor has received a written order to commence the work from the Contract Administrator.

GC 7.01.03 Control and Responsibility

- .01 The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformity with the Contract Documents. The Contractor shall be responsible for construction means, methods, techniques, sequences, and procedures and for coordinating the various parts of the Work.
- .02 The Contractor shall provide adequate labour, Equipment, and Material to ensure the completion of the Contract in accordance with the Contract Documents. The Work shall be performed as vigorously and as continuously as weather conditions or other interferences may permit.
- .03 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance, and removal of temporary structures and other temporary facilities and the design and execution of construction methods required in their use.
- .04 Notwithstanding clause GC 7.01.03, where the Contract Documents include designs for temporary structures and other temporary facilities or specify a method of construction in whole or part, such facilities and methods shall be considered to be part of the design of the Work, and the Contractor shall not be held responsible for that part of the design or the specified method of construction. The Contractor shall, however, be responsible for the execution of such design or specified method of construction in the same manner that the Contractor is responsible for the execution of the Work.
- .05 The Contractor shall comply with and conform to all statutes, laws, by-laws, regulations, requirements, ordinances, notices, rulings, orders, directives and policies of the municipal, provincial and federal governments and any other lawful authority and all court orders, judgments and declarations of a court of competent jurisdiction (collectively referred to as the "Laws"), applicable to the Work to be provided by, and the undertakings and obligations of, the Contractor under this Contract.

GC 7.01.04 Compliance with the Occupational Health and Safety Act

- .01 The Contractor shall execute the terms of the Contract in strict compliance with the requirements of the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended, (the "Act") and Ontario Regulation 213/91, as amended, (that regulates Construction Projects) and any other regulations as amended under the Act (the "Regulations") that may affect the performance of the Work, as the "Constructor" or "employer," as defined by the Act, as the case may be. The Contractor shall ensure that:
- a) worker safety is given priority in planning, pricing, and performing the Work;

- b) its officers and supervisory employees have a working knowledge of the duties of a "Constructor" and "employer" as defined by the Act and the provisions of the Regulations applicable to the Work, and a personal commitment to comply with them;
 - c) a copy of the most current version of the Act and the Regulations are available at the Contractor's office within the Working Area, or, in the absence of an office, in the possession of the supervisor responsible for the performance of the Work;
 - d) workers employed to carry out the Work possess the knowledge, skills, and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety;
 - e) its supervisory employees are "Competent Persons" as defined in the OHSA, and carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers;
 - f) all Subcontractors and their workers are properly protected from injury while they are at the Working Area; and
 - g) following execution of the Contract and prior to the issuance of the order to commence by the Owner, upon request the Contractor submits to the Contract Administrator a copy of the Notice of Project issued to the Ministry of Labour.
- .02 The Contractor, when requested, shall provide the Owner with a copy of its health and safety policy and program at the pre-start meeting and shall respond promptly to requests from the Owner for confirmation that its methods and procedures for carrying out the Work comply with the Act and Regulations. The Contractor shall cooperate with representatives of the Owner and the inspectors appointed to enforce the Act and the Regulations in any investigations of worker health and safety in the performance of the Work. The Contractor shall indemnify and save the Owner harmless from any additional expense that the Owner may incur to have the Work performed as a result of the Contractor's failure to comply with the requirements of the Act and the Regulations.
- .03 Prior to commencement of the Work, the Contractor shall provide to the Contract Administrator a list of those products controlled under the Workplace Hazardous Materials Information System or "WHMIS", which the Contractor expects to use on the Contract. Related Safety Data Sheets shall accompany the submission. All containers used in the application of products controlled under "WHMIS" shall be labelled. The Contractor shall notify the Contract Administrator in writing of changes in the products to be used and provide relevant Safety Data Sheets.
- .04 During the course of the Work, the Contractor shall furnish forthwith to the Contract Administrator a copy of all correspondence, reports, orders or charges respecting occupational health and safety, including under the Act, Technical Standards and Safety Act, 2000, S.O. 2000, c.16 as amended, and the Criminal Code, R.S.C., 1985, c. C-46 as amended, which are received by, or which come to the notice of, the Contractor that apply or are relevant to any of the Work or activities conducted under the terms of the Contract.
- .05 Nothing in this Contract shall be construed as requiring the Owner to monitor or approve the workplace health and safety practices of the Contractor.

GC 7.01.05 Contractor's Representatives

- .01 The Contractor shall have an authorized representative on the site while any Work is being performed, to supervise the Work and act for or on the Contractor's behalf. Prior to commencement of construction, the Contractor shall notify the Contract Administrator of the names, addresses, positions, and cell phone, and telephone numbers of the Contractor's representatives who can be contacted at any time to deal with matters relating to the Contract, and update as necessary.

- .02 The Contractor shall designate a person to be responsible for traffic control and work zone safety. The designated person shall be a competent worker who is qualified because of knowledge, training, and experience to perform the duties; is familiar with Book 7 of the Ontario Traffic Manual; and has knowledge of all potential or actual danger to workers and motorists. Prior to the commencement of construction, the Contractor shall notify the Contract Administrator of the name; address; position; cell phone, and telephone numbers of the designated person, and update as necessary. The designated person may have other responsibilities, including other construction sites, and need not be present in the Working Area at all times.

GC 7.01.06 Assistance to the Contract Administrator

- .01 The Contractor shall, at no additional cost to the Owner, furnish all reasonable aid, facilities, and assistance required by the Contract Administrator for the proper inspection and examination of the Work or the taking of measurements for the purpose of payment.

GC 7.01.07 Schedule

- .01 The Contractor shall prepare and update, as required, a construction schedule of operations, indicating the proposed methods of construction and sequence of Work and the time the Contractor proposes to complete the various items of Work within the time specified in the Contract Documents. The schedule shall be submitted to the Contract Administrator within 14 Days from the Contract award. If the Contractor's schedule is materially affected by changes in the work, the Contractor shall submit an updated construction schedule, if requested by the Contract Administrator, within 7 Days of the request. This updated schedule shall show how the Contractor proposes to perform the balance of the Work, to complete the Work within the time specified in the Contract Documents.
- .02 For Contracts with a specified number of Working Days, the construction time shown on the initial schedule shall not exceed the specified number of Working Days. The activities on the critical path shall assist the Contract Administrator in determining the Controlling Operation for the purpose of the charging of Working Days. The construction schedule shall include all non-working periods and appropriate allowances for Inclement Weather.
- .03 For Contracts which specify a Contract Time, the construction time shown on the initial construction schedule shall not extend beyond the specified Contract Time. The construction schedule shall include all non-working periods and appropriate allowances for Inclement Weather.

GC 7.01.08 Errors and Inconsistencies Relating to the Contract

- .01 Where the Contractor finds any error, inconsistency, or omission relating to the Contract, the Contractor shall promptly report it to the Contract Administrator and shall not proceed with the activity affected until receiving direction from the Contract Administrator.
- .02 The Contractor shall promptly notify the Contract Administrator in writing if the subsurface conditions observed in the Working Area differ materially from those indicated in the Contract Documents.

GC 7.01.09 Utilities

- .01 The Contractor shall arrange with the appropriate Utility authorities for the stake out of all underground Utilities and service connections that may be affected by the Work. The Contractor shall observe the location of the stake outs prior to commencing the Work and if there is a discrepancy between the location of the stake outs and the locations shown on the Contract Documents, that may affect the Work, the Contractor shall immediately notify the Contract Administrator and the affected Utility companies, in order to resolve the discrepancy. The Contractor shall be responsible for any damage done to the underground Utilities and service connections by

the Contractor's forces during construction if the stake out locations are within the tolerances given in clause GC 2.01.01 a).

- .02 In the case of damage to or interference with any Utilities, pole lines, pipe lines, conduits, farm tiles, or other public or privately-owned works or property, the Contractor shall immediately notify the Owner, Contract Administrator, and the owner of the works of the location and details of such damage or interference.

GC 7.02 Monuments and Layout

- .01 Prior to commencement of construction, the Contract Administrator and the Contractor shall locate on site those Monuments that delineate the Working Area and may be used to lay out the Work, all as shown on the Contract Drawings. Property Monuments shall be inventoried in the report format required by the Owner.
- .02 These Monuments shall be protected by highly visible T-bars or 1.0 metre tall stakes with survey ribbon set within 0.3 metres of the Monument.
- .03 The Contractor shall be responsible for the preservation of all Property Monuments while the Work is in progress, except those Property Monuments that must be removed to facilitate the Work as identified and agreed by the Contractor and Contract Administrator. Monuments removed to facilitate the Work shall be replaced at the Owner's expense, and all others shall be replaced at the Contractor's expense.
- .04 All Monuments disturbed, damaged, or removed by the Contractor's operations shall be documented in the inventory report and replaced under the supervision of an Ontario Land Surveyor.
- .05 The Monument inventory report referred to in clauses GC 7.02.01 and GC 7.02.04 shall include as a minimum:
 - a) Contract number, Contract name, Contract Administrator's name;
 - b) Project/site construction limits;
 - c) Rough location, type, identification number, and condition of each Monument before and after construction;
 - d) The solutions for protection of the Monuments that may be impacted by construction;
 - e) Reference ties;
 - f) A summary of those Monuments affected by the Work and how they were reset or replaced, and by what type of Monument.
- .06 At no extra cost to the Owner, the Contractor shall provide the Contract Administrator with such materials and devices as may be necessary to lay out the baseline and benchmarks, and as may be necessary for the inspection of the Work.
- .07 The Contractor shall provide qualified personnel to lay out and establish all lines and grades necessary for construction. The Contractor shall notify the Contract Administrator of any layout work carried out, so that the same may be checked by the Contract Administrator.
- .08 The Contractor shall install and maintain substantial alignment markers and secondary benchmarks as may be required for the proper execution of the Work. The Contractor shall supply one copy of all alignment and grade sheets to the Contract Administrator.
- .09 The Contractor shall assume full responsibility for alignment, elevations, and dimensions of each and all parts of the Work, regardless of whether the Contractor's layout work has been checked by the Contract Administrator.

- .10 All stakes, marks, and reference points shall be carefully preserved by the Contractor. In the case of their destruction or removal, for any reason, before the end of the Contract Time such stakes, marks, and reference points shall be replaced, unless otherwise mutually agreed between the Contractor and the Contract Administrator, at the Contractor's expense.
- .11 Benchmarks and survey monuments identified in the Contract Documents shall be protected by the Contractor. In the case of their destruction or removal, such benchmarks and survey monuments shall be replaced by the Owner at the Contractor's expense.

GC 7.03 Working Area

- .01 The Contractor shall maintain the Working Area in a tidy condition and free from the accumulation of debris and prevent dust nuisance, mud, and ponding water, other than that caused by the Owner or others.
- .02 The Contractor's sheds, site offices, toilets, other temporary structures, and storage areas for Material and Equipment shall be grouped in a compact manner, maintained in a neat and orderly condition at all times and removed upon completion of the Work.
- .03 The Contractor shall confine the construction operations to the Working Area. Should the Contractor require additional space, the Contractor shall obtain such space at no additional cost to the Owner.
- .04 The Contractor shall not enter upon or occupy any private property for any purpose, unless the Contractor has received prior written permission from the property owner.
- .05 Upon completion of the Contract, the Working Area used by the Contractor shall be restored to its original condition or better unless otherwise specified in the Contract Documents including the removal of all excavated and stockpiled materials at the Contractor's expense.

GC 7.04 Damage by Vehicles or Other Equipment

- .01 If at any time, in the opinion of the Contract Administrator, damage is being done or is likely to be done to any Roadway or any improvement thereon, outside the Working Area, by the Contractor's vehicles or other Equipment, whether licensed or unlicensed Equipment, the Contractor shall, on the direction of the Contract Administrator, and at no extra cost to the Owner, make changes or substitutions for such vehicles or Equipment, and shall alter loadings, or in some other manner, remove the cause of such damage to the satisfaction of the Contract Administrator.

GC 7.05 Excess Loading of Motor Vehicles

- .01 Where a vehicle is hauling Material for use on the Work, in whole or in part; upon a Highway; and where motor vehicle registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit specified in the Highway Traffic Act, R.S.O. 1990, c.H.8, as amended, whether such vehicle is registered in the name of the Contractor or otherwise, except where there are designated areas within the Working Area where overloading is permitted. The Contractor shall bear the onus of weighing disputed loads.

GC 7.06 Maintaining Roads and Detours

- .01 Unless otherwise specified in the Contract Documents, if an existing Roadway is affected by construction, it shall be kept open to both vehicular and pedestrian traffic.
- .02 Subject to the approval of the Contract Administrator, the Contractor shall, at no additional cost to the Owner, be responsible for providing and maintaining for the duration of the Work an alternative route for both pedestrian and vehicular traffic through the Working Area in accordance with the OTM,

whether along the existing Highway under construction or on a detour road beside or adjacent to the Highway under construction.

- .03 Subject to the approval of the Contract Administrator, the Contractor may block traffic for short periods of time to facilitate construction of the Work in accordance with the OTM. Any temporary lane closures shall be kept to a minimum.
- .04 The Contractor shall not be required to maintain a road through the Working Area until such time as the Contractor has commenced operations or during seasonal shut down or on any part of the Contract that has been accepted in accordance with these General Conditions. The Contractor shall not be required to apply de-icing chemicals or abrasives or carry out snowplowing.
- .05 Where only localized and separated sections of the Highway are affected by the Contractor's operations, the Contractor shall not be required to maintain intervening sections of the Highway until such times as these sections are located within the limits of the Highway affected by the Contractor's general operations under the Contract.
- .06 Where the Contract Documents provide for or the Contract Administrator requires detours at specific locations, payment for the construction of the detours and, if required, for the subsequent removal of the detours, shall be made at the Contract prices appropriate to such Work.
- .07 Compensation for all labour, Equipment, and Materials to do this Work shall be at the Contract prices appropriate to the Work and, where there are no such prices, at negotiated prices. Notwithstanding the foregoing, the cost of blading required to maintain the surface of such roads and detours shall be deemed to be included in the prices bid for the various tender items and no additional payment shall be made.
- .08 Where Work under the Contract is discontinued for any extended period, including seasonal shutdown, the Contractor shall, when directed by the Contract Administrator, open and place the Roadway and detours in a passable, safe, and satisfactory condition for public travel.
- .09 Where the Contractor constructs a detour that is not specifically provided for in the Contract Documents or required by the Contract Administrator, the construction of the detour and, if required, the subsequent removal shall be performed at the Contractor's expense. The detour shall be constructed and maintained to structural and geometric standards approved by the Contract Administrator. Removal and site restoration shall be performed as directed by the Contract Administrator.
- .10 Where, with the prior written approval of the Contract Administrator, the Highway is closed and the traffic diverted entirely off the Highway to any other Highway, the Contractor shall, at no extra cost to the Owner, supply, erect, and maintain traffic control devices in accordance with the OTM.
- .11 Compliance with the foregoing provisions shall in no way relieve the Contractor of its obligations under subsection GC 6.01, Protection of Work, Persons, and Property, dealing with the Contractor's responsibility for damage claims, except for claims arising on sections of Highway within the Working Area that are being maintained by others.

GC 7.07 Access to Properties Adjoining the Work and Interruption of Utility Services

- .01 The Contractor shall provide at all times and at no extra cost to the Owner,
 - a) safe and adequate pedestrian and vehicular access;
 - b) continuity of Utility services; and

c) access for emergency response services;

to properties adjoining the Working Area.

- .02 The Contractor shall provide at all times and at no extra cost to the Owner access to fire hydrants, water and gas valves, and all other Utilities located in the Working Area.
- .03 Where any interruptions in the supply of Utility services are required and are authorized by the Contract Administrator, the Contractor shall give the affected property owners notice in accordance with subsection GC 7.11, Notices by the Contractor, and shall arrange such interruptions so as to create a minimum of interference to those affected.

GC 7.08 Approvals and Permits

- .01 Except as specified in subsection GC 4.02, Approval and Permits, the Contractor shall obtain and pay for any permits, licences, and certificates, which at the date of tender closing, are required for the performance of the Work.
- .02 The Contractor shall arrange for all necessary inspections required by the approvals and permits specified in clause GC 7.08.01, Approvals and Permit.

GC 7.09 Suspension of Work

- .01 The Contractor shall, upon written notice from the Contract Administrator, discontinue or delay any or all of the Work and Work shall not be resumed until the Contract Administrator so directs in writing. Delays, in these circumstances, shall be administered according to subsection GC 3.07, Delays.

GC 7.10 Contractor's Right to Stop the Work or Terminate the Contract

- .01 If the Owner is adjudged bankrupt or makes a general assignment for the benefit of creditors because of insolvency or if a receiver is appointed because of insolvency, the Contractor may, without prejudice to any other right or remedy the Contractor may have, by giving the Owner or receiver or trustee in bankruptcy written notice, terminate the Contract.
- .02 If the Work is stopped or otherwise delayed for a period of 30 Days or more under an order of a court or other public authority and provided that such order was not issued as the result of an act or fault of the Contractor or of anyone directly employed or engaged by the Contractor, the Contractor may, without prejudice to any other right or remedy the Contractor may have, by giving the Owner written notice, terminate the Contract.
- .03 The Contractor may notify the Owner in writing, with a copy to the Contract Administrator, that the Owner is in default of contractual obligations if,
- a) the Contract Administrator fails to issue certificates in accordance with the provisions of section GC 8.0, Measurement and Payment;
 - b) the Owner fails to pay the Contractor, within 28 Days of the due dates identified in clause GC 8.02.04, Certification and Payment, the amounts certified by the Contract Administrator or within 28 Days of an award by an arbitrator or court; or
 - c) the Owner fails to comply with the requirements of the Contract.
- .04 The Contractor's written notice to the Owner shall advise that if the default is not corrected in the 7 Days immediately following receipt of the written notice, the Contractor may, without prejudice to any other right or remedy the Contractor may have, stop the Work or terminate the Contract.

- .05 If the Contractor terminates the Contract under the conditions set out in subsection GC 7.10, Contractor's Right to Stop the Work or Terminate the Contract, the Contractor shall be entitled to be paid for all Work performed according to the Contract Documents and for any losses or damage as the Contractor may sustain as a result of the termination of the Contract.

GC 7.11 Notices by the Contractor

- .01 Before any Work is carried out that may affect the property or operations of any Ministry or agency of government or any person; company; partnership; or corporation, including a municipal corporation or any board or commission thereof, and in addition to such notices of the commencement of specified operations as are prescribed elsewhere in the Contract Documents, the Contractor shall give at least 48 hours advance written notice of the date of commencement of such Work to the person, company, partnership, corporation, board, or commission so affected.

GC 7.12 Environmental Incident Management under Legislation Protecting the Environment and Natural Resources

- .01 The Contractor shall be in strict compliance with the requirements of the following legislation, as amended, regarding environmental incidents under the control of the Contractor or that are a result of the Contractor's operations:
- a) Environmental Protection Act, R.S.O. 1990, c. E.19
 - b) Fisheries Act, R.S.C. 1985, c. F-14
 - c) Technical Standards and Safety Act, 2000, S.O. 2000, c. 16
 - d) Pesticides Act, R.S.O. 1990, c. P.11
 - e) Ontario Water Resources Act, R.S.O. 1990, c. O.40
 - f) Transportation of Dangerous Goods Act, 1992, S.C.1992, c. 34
- .02 The requirements of the legislation listed in clause GC 7.12.01 include but are not restricted to:
- a) Immediate containment of the material, pollutant, contaminant, deleterious substance, or dangerous good;
 - b) Immediate notification of the environmental incident to the proper authority; and
 - c) Clean up and restoration of the environment to preconditions.
- .03 The Contractor shall possess a plan demonstrating that environmental incidents shall be managed to satisfy the requirements of clauses GC 7.12.01 and GC 7.12.02.
- .04 The Contractor shall provide a copy of the environmental incident plan to the Contract Administrator when required and shall inform the Contract Administrator immediately of:
- a) An environmental incident when it occurs; and
 - b) Any actions taken or intended to be taken by the Contractor regarding the environmental incident.

- .05 The Contractor shall indemnify and save the Owner harmless from any additional expense that the Owner may incur to have the Work performed as a result of the Contractor's failure to comply with the requirements of the legislation listed in clause GC 7.12.01.

GC 7.13 Obstructions

- .01 Except as otherwise noted in these General Conditions, the Contractor assumes all the risks and responsibilities arising out of any obstruction encountered in the performance of the Work and any traffic conditions, including traffic conditions on any Highway or road giving access to the Working Area caused by such obstructions, and the Contractor shall not make any claim against the Owner for any loss, damage, or expense occasioned thereby.
- .02 Where the obstruction is an underground Utility or other man-made object, the Contractor shall not be required to assume the risks and responsibilities arising out of such obstruction, unless the location of the obstruction is shown on the Plans or described in the Contract Documents and the location so shown is within the tolerance specified in clause GC 2.01.01 a), or unless the presence and location of the obstruction has otherwise been made known to the Contractor or could have been determined by the visual site investigation made by the Contractor in accordance with these General Conditions.
- .03 During the course of the Contract, it is the Contractor's responsibility to consult with Utility companies or other appropriate authorities for further information in regard to the exact location of these Utilities, to exercise the necessary care in construction operations, and to take such other precautions as are necessary to safeguard the Utilities from damage.

GC 7.14 Limitations of Operations

- .01 Except for such Work as may be required by the Contract Administrator to maintain the Work in a safe and satisfactory condition, the Contractor shall not carry out operations under the Contract on Saturdays, Sundays, and any holidays recognized by the Owner without permission in writing from the Contract Administrator.
- .02 The Contractor shall cooperate and coordinate the Work with other Contractors, Utility companies, and the Owner and they shall be allowed access to their Work or plant at all reasonable times.

GC 7.15 Cleaning Up Before Acceptance

- .01 Upon attaining Substantial Performance of the Work, the Contractor shall remove surplus materials, tools, and Equipment not required for the performance of the remaining Work. The Contractor shall also remove all temporary works and debris other than that caused by the Owner or others and leave the Work and Working Area clean and suitable for occupancy by the Owner, unless otherwise specified.
- .02 The Work shall not be deemed to have reached Completion until the Contractor has removed surplus materials, tools, and Equipment. The Contractor shall also have removed debris, other than that caused by the Owner, or others.

GC 7.16 Warranty

- .01 Unless otherwise specified in the Contract Documents for certain Materials or components of the Work, the Contractor shall be responsible for the proper performance of the Work only to the extent that the design and standards permit such performance.
- .02 Subject to the previous paragraph the Contractor shall correct promptly, at no additional cost to the Owner, defects or deficiencies in the Work that appear,

- a) prior to and during the period of 12 months from the date of Substantial Performance of the Work, as set out in the Certificate of Substantial Performance of the Work,
- b) where there is no Certificate of Substantial Performance, 12 months from the date of Completion of the Work as set out in the Completion Certificate, or
- c) such longer periods as may be specified in the Contract Documents for certain Materials or some of the Work.

The Contract Administrator shall promptly give the Contractor written notice of observed defects or deficiencies.

- .03 The Contractor shall correct or pay for damage resulting from corrections made under the requirements of clause GC 7.16.02.

GC 7.17 Contractor's Workers

- .01 The Contractor shall only employ orderly, competent, and skillful workers to do the Work and whenever the Contract Administrator shall inform the Contractor in writing that any worker or workers involved in the Work are, in the opinion of the Contract Administrator, incompetent, or disorderly such worker or workers shall be removed from the Work and shall not be employed on the Work again without the consent in writing of the Contract Administrator.

GC 7.18 Drainage

- .01 During construction and until the Work is completed, the Contractor shall make all reasonable efforts to keep all portions of the Work properly and efficiently drained, to at least the same degree as that of the existing drainage conditions.

SECTION GC 8.0 - MEASUREMENT AND PAYMENT

GC 8.01 Measurement

GC 8.01.01 Quantities

- .01 The Contract Administrator shall make an Estimate in writing once a month, unless otherwise specified in the Contract Documents, of the quantity of Work performed and provide such Estimate to the Contractor within 10 Days of the Cut-Off Date.
- .02 Quantities for progress payments shall be construed and held to approximate. The final quantities for the issuance of the Completion Payment shall be based on the measurement of Work completed.
- .03 Measurement of the quantities of the Work performed may be either by Actual Measurement or by Plan Quantity principles as indicated in the Contract. Adjustments to Plan Quantity measurements shall normally be made using Plan Quantity principles but may, where appropriate, be made using Actual Measurements. Those items identified on the Tender by the notation (P) in the unit column shall be paid according to the Plan Quantity. Items where the notation (P) does not occur shall be paid according to Actual Measurement or lump sum.

GC 8.01.02 Variations in Tender Quantities

- .01 Where it appears that the quantity of Work to be done or Material to be supplied or both by the Contractor under a unit price tender item may exceed or be less than the tender quantity, the Contractor shall proceed to do the Work or supply the Material or both required to complete the tender item and payment shall be made for the actual amount of Work done or Material supplied or both at the unit prices stated in the Tender except as provided below:
 - a) In the case of a Major Item where the quantity of Work performed or Material supplied or both by the Contractor exceeds the tender quantity by more than 15%, either party to the Contract may make a written request to the other party to negotiate a revised unit price for that portion of the Work performed or Material supplied or both which exceeds 115% of the tender quantity. The negotiation shall be carried out as soon as reasonably possible. Any revision of the unit price shall be based on the actual cost of doing the Work or supplying the Material or both under the tender item plus a reasonable allowance for profit and applicable overhead. Alternatively, where both parties agree, an allowance equal to 10% of the unit price on the amount of the underrun in excess of 15% of the tender quantity shall be paid.
 - b) In the case of a Major Item where the quantity of Work performed or Material supplied or both by the Contractor is less than 85% of the tender quantity, the Contractor may make a written request to negotiate for the portion of the actual overheads and fixed costs applicable to the amount of the underrun in excess of 15% of the tender quantity. For purposes of the negotiation, the overheads and fixed costs applicable to the item are deemed to have been prorated uniformly over 100% of the tender quantity for the item. Overhead costs shall be confirmed by a statement certified by the Contractor's senior financial officer or auditor and may be audited by the Owner. Alternatively, where both parties agree, an allowance equal to 10% of the unit price on the amount of the underrun in excess of 15% of the tender quantity shall be paid.

Written requests for compensation must be received no later than 60 Days after the issuance of the Completion Payment.

GC 8.02 Payment

GC 8.02.01 Non-Resident Contractor

- .01 If the Contractor is not a registered entity in Ontario, the Contractor shall obtain all necessary approvals, consents, permits, licences, certificates, registrations, and other authorizations prior to execution of the Contract.
- .02 The Contractor shall ensure that all Subcontractors the Contractor proposes to use for carrying out any of the Work required by the Contract and who are not a registered entity in Ontario have obtained all necessary approvals, consents, permits, certificates, registrations, and other authorizations prior to execution of the subcontract.

GC 8.02.02 Price for Work

- .01 Prices for the Work shall be full compensation for all labour, Equipment and Material required in its performance. The term "all labour, Equipment, and Material" shall include Hand Tools, supplies, and other incidentals.
- .02 Payment, for Work which is identified in the Contract Documents but not specifically detailed as part of any one item shall be deemed to be included in the items with which it is associated.

GC 8.02.03 Advance Payments for Material

- .01 The Owner shall make advance payments for Material intended for incorporation in the Work upon the written request of the Contractor and according to the following terms and conditions:
 - a) The Contractor shall deliver the Material to a site approved by the Contract Administrator and the Contractor shall, in advance of receipt of the shipment of the Material, arrange for adequate and proper storage facilities.
 - b) The value of aggregates, processed and stockpiled, shall be assessed by the following procedure:
 - i. Sources Other Than Commercial
 - (A) Granular A, B, BI, BII, BIII, M, and O shall be assessed at the rate of 60% of the Contract price.
 - (B) Coarse and fine aggregates for hot mix asphaltic concrete, surface treatment and Portland cement concrete shall be assessed at the rate of 25% of the Contract price for each aggregate stockpiled.
 - ii. Commercial Sources
 - Payment for separated coarse and fine aggregates shall be considered at the above rate when such Materials are stockpiled at a commercial source where further processing is to be carried out before incorporating such Materials into a final product. Advance payments for other Materials located at a commercial source shall not be made.
 - c) Payment for all other Materials, unless otherwise specified elsewhere in the Contract Documents, shall be based on the invoice price, and the Contractor shall submit proof of cost to the Contract Administrator before payment can be made by the Owner.
 - d) The payment for all Materials shall be prorated against the appropriate tender item by paying for sufficient units of the item to cover the value of the Material. Such payment shall not exceed 80% of the Contract price for the item.

- e) All Materials for which the Contractor wishes to receive advance payment shall be placed in the designated storage location immediately upon receipt of the Material and shall thenceforth be held by the Contractor in trust for the Owner as collateral security for any monies advanced by the Owner and for the due completion of the Work. The Contractor shall not exercise any act of ownership inconsistent with such security, or remove any Material from the storage locations, except for inclusion in the Work, without the consent, in writing, of the Contract Administrator.
 - f) Such materials shall remain at the risk of the Contractor who shall be responsible for any loss, damage, theft, improper use, or destruction of the Material however caused.
- .02 Where the Owner makes advance payments subject to the conditions listed in clause GC 8.02.03.01, such payment shall not constitute acceptance of the Material by the Owner. Acceptance shall only be determined when the Material meets the requirements of the appropriate specification.

GC 8.02.04 Certification and Payment

GC 8.02.04.01 Progress Payment

- .01 The Contractor shall submit a Proper Invoice for progress payments monthly or at intervals specified in the Contract Documents after starting the Work on this Contract. The Contractor shall submit the Proper Invoice to the Contract Administrator and to the Owner. This Proper Invoice shall be for work completed at the agreed to Cut-Off Date.
- .02 A Proper Invoice shall include;
- a) the requirements as set out in section 6.1 of the Construction Act;
 - b) the quantities of Work performed;
 - c) the value of Work performed;
 - d) any advanced payment for Material;
 - e) the amount of Statutory Holdback, liens, Owner's set-off;
 - f) the amount of any applicable taxes;
 - g) the amount due to the Contractor; and
 - h) any other information that may be prescribed in the Contract Documents.
- .03 Payment shall be made within 28 Days of the submission of the Proper Invoice unless a notice of non-payment has been issued in accordance with the Construction Act.
- .04 The Owner shall retain the Statutory Holdback in the form and amount as required under the Construction Act.

GC 8.02.04.02 Certification of Subcontract Completion

- .01 Before the Work has reached the stage of Substantial Performance, the Contractor may notify the Contract Administrator, in writing that a subcontract is completed satisfactorily and ask that the Contract Administrator certify the completion of such subcontract.

- .02 The Contract Administrator shall issue a Certificate of Subcontract Completion, if the subcontract has been completed in a form satisfactory to the Contract Administrator, and all required inspection and testing of the works covered by the subcontract have been carried out and the results are satisfactory to the Contract Administrator.
- .03 The Contract Administrator shall set out in the Certificate of Subcontract Completion the date on which the subcontract was completed and, within 7 Days of the date the subcontract is certified complete, the Contract Administrator shall give a copy of the certificate to the Contractor and to the Subcontractor concerned.

GC 8.02.04.03 Subcontract Statutory Holdback Release Certificate and Payment

- .01 Following receipt of the Certificate of Subcontract Completion, the Owner shall release and pay the Contractor the Statutory Holdback retained in respect of the subcontract. Such release shall be made 61 Days after the date the subcontract was certified complete and providing the Contractor submits the following to the Contract Administrator:
 - a) a document satisfactory to the Contract Administrator that shall release the Owner from all further claims relating to the subcontract, qualified by stated exceptions such as holdback monies;
 - b) evidence satisfactory to the Contract Administrator that the Subcontractor has discharged all liabilities incurred in carrying out the subcontract;
 - c) a satisfactory clearance certificate or letter from the Workplace Safety and Insurance Board relating to the subcontract; and
 - d) a copy of the contract between the Contractor and the Subcontractor and a satisfactory statement showing the total amount due the Subcontractor from the Contractor.
- .02 Clause GC 8.02.04.03.01 d), shall only apply to Lump Sum Items and then only when the Contract Administrator specifically requests it.
- .03 Upon receipt of the Statutory Holdback, the Contractor shall forthwith give the Subcontractor the payment due under the subcontract.
- .04 Release of Statutory Holdback by the Owner in respect of a subcontract shall not relieve the Contractor, or the Contractor's Surety, of any of their responsibilities.

GC 8.02.04.04 Substantial Performance of Work

- .01 The Contractor, as part of the application for Substantial Performance, shall submit an itemized list of the outstanding work.
- .02 Upon application by the Contractor and when the Contract Administrator has verified that the Contract has been substantially performed, the Contract Administrator shall issue a Certificate of Substantial Performance.
- .03 The Contract Administrator shall set out in the Certificate of Substantial Performance the date on which the Contract was substantially performed and, within 7 Days after signing the said certificate, and shall provide a copy to the Contractor.
- .04 Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith, as required by Section 32(1) Paragraph 5 of the Construction Act, as amended, publish a copy of the certificate in the manner set out in the regulations.

- .05 Where the Contractor fails to publish a copy of the Certificate of Substantial Performance as required above within 7 Days after receiving a copy of the certificate signed by the Contract Administrator, the Owner may publish a copy of the certificate at the Contractor's expense.
- .06 Except as otherwise provided for in Section 31 of the Construction Act, the 60 Day lien period prior to the release of holdback as referred to in clause GC 8.02.04.05, Substantial Performance Payment and Statutory Holdback Release Payment Certificates, shall commence from the date of publication of the Certificate of Substantial Performance as provided for above.

GC 8.02.04.05 Substantial Performance Payment and Substantial Performance Statutory Holdback Release Payment Certificates

- .01 Prior to the Contract Administrator issuing the Certificate of Substantial Performance, the Contractor shall submit a Proper Invoice for the Work completed. In addition to the requirements specified under section 8.02.04.01.02, the Proper Invoice shall include:
 - a) the value of Work performed to the date of Substantial Performance;
 - b) the value of outstanding or incomplete Work;
 - c) the amount of the Statutory Holdback, allowing for any previous releases of Statutory Holdback to the Contractor in respect of completed subcontracts and deliveries of pre-selected Equipment; and
 - d) the amount due the Contractor.
- .02 Payment shall be made within 28 Days of the date of submission of the Proper Invoice.
- .03 The Substantial Performance Statutory Holdback Release Payment Certificate shall be a payment certificate releasing to the Contractor the Statutory Holdback due in respect of Work performed up to the date of Substantial Performance. Payment of such Statutory Holdback shall be due 61 Days after the date of publication of the Certificate of Substantial Performance but subject to the provisions of the Construction Act and the submission by the Contractor of the following documents:
 - a) a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board; and
 - b) proof of publication of the Certificate of Substantial Performance.
- .04 Any amount of security retained shall be identified on the Substantial Performance Payment Certificate.

GC 8.02.04.06 Certification of Completion

- .01 Upon application by the Contractor and when the Contract Administrator has verified that the Contract has reached Completion, the Contract Administrator shall issue a Completion Certificate.
- .02 The Contract Administrator shall set out in the Completion Certificate the date on which the Work was completed and, within 7 Days of signing the said certificate, the Contract Administrator shall provide a copy to the Contractor.

GC 8.02.04.07 Completion Payment and Completion Statutory Holdback Release Payment Certificates

- .01 Prior to the Contract Administrator issuing the Completion Certificate, the Contractor shall submit a Proper Invoice for the Work completed. In addition to the requirements noted under section 8.02.04.01.02, the Proper Invoice shall include:
- a) measurement and value of Work at Completion;
 - b) the amount of the further Statutory Holdback based on the value of further Work completed over and above the value of Work completed shown in the Substantial Performance Payment Certificate referred to above; and
 - c) the amount due the Contractor.
- .02 The Completion Statutory Holdback Release Payment Certificate shall be a payment certificate releasing to the Contractor the further Statutory Holdback. Subject to any outstanding liens and permissible set-offs and upon submission of a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board, the Owner shall pay the remaining holdback on the Work done, within 28 Days after the expiration of the 60-Day lien period.
- .03 Any amount of security retained shall be identified on the Completion Payment Certificate.

GC 8.02.04.08 Interest

- .01 Interest due to the Contractor shall be based on simple interest and calculated using the applicable Rate of Interest. Interest shall begin to accrue on an amount that is not paid when it is due to be paid under Part-I of the Construction Act, at the prejudgment interest rate determined under subsection 127 (2) of the *Courts of Justice Act* or, if the Contract specifies a different interest rate for this purpose, the greater of the prejudgment interest rate and the interest rate specified in the Contract.

GC 8.02.04.09 Interest for Late Payment

- .01 Provided the Contractor has complied with the requirements of the Contract, including all documentation requirements, when payment by the Owner to the Contractor for Work performed, or for release of Statutory Holdback, is delayed by the Owner, then the Contractor shall be entitled to receive interest on the outstanding payment at the Rate of Interest, if payment is not received on the dates set out below:
- a) Progress Payment: 28 Days after submission of Proper Invoice;
 - b) Subcontract Statutory Holdback Release Payment: 89 Days after the date on which the subcontract was completed;
 - c) Substantial Performance Payment: 28 Days after the date of issuance of the certificate;
 - d) Substantial Performance Statutory Holdback Release Payment: 89 Days after publication of the Payment Certificate of Substantial Performance;
 - e) Completion Payment: 28 Days after the date certified as the date on which the Contract reached Completion; and
 - f) Completion Statutory Holdback Release Payment: 89 Days after the date certified as the date that the Work was completed.

- .02 If the Contractor has not complied with the requirements of the Contract, including all documentation requirements, prior to expiration of the time periods described in clause GC 8.02.04.09.01, interest shall only begin to accrue when the Contractor has completed those requirements.

GC 8.02.04.10 Interest for Negotiations and Claims

- .01 Except as hereinafter provided, where a notice of negotiation, notice of intent to claim and the subsequent claims are submitted in accordance with the time limits or procedure or both described by subsection GC 3.13, Claims, Negotiations, Mediation, the Owner shall pay the Contractor the Rate of Interest on the amount of the negotiated price for that part of the Work or on the amount of the settled claim. Such interest shall not commence until 30 Days after the satisfactory completion of that part of the Work.
- .02 Where the Contractor fails to give notice of a claim within the time limit prescribed by subsection GC 3.13, Claims, Negotiations, Mediation, interest shall not be paid.
- .03 Where a Contractor fails to comply with the 30 Day time limit and the procedures prescribed in clause GC 3.13.03.03 for submission of claims, interest shall not be paid for the delay period.

GC 8.02.04.11 Owner's Set-Off

- .01 Pursuant to the Construction Act, the Owner may retain from monies owing to the Contractor under this Contract an amount sufficient to cover any outstanding or disputed liabilities, including the cost to remedy deficiencies, the reduction in value of substandard portions of the Work, claims for damages by third parties that have not been determined in writing by the Contractor's insurer, undetermined claims by the Owner, and any assessment due the Workplace Safety and Insurance Board.
- .02 Under these circumstances the Owner will give the Contractor appropriate notice of such action.

GC 8.02.04.12 Delay in Payment

- .01 The Owner shall not be deemed to be in default of the Contract provided any delay in payment does not exceed the due dates as defined in clause GC 8.02.04.09.01.

GC 8.02.05 Payment on a Time and Material Basis

GC 8.02.05.01 Definitions

- .01 For the purpose of clause GC 8.02.05 the following definitions apply:

Cost of Labour means the amount of wages, salary, travel, travel time, food, lodging, or similar items and Payroll Burden paid or incurred directly by the Contractor to or in respect of labour and supervision actively and necessarily engaged on the Work based on the recorded time and hourly rates of pay for such labour and supervision but shall not include any payment or costs incurred for general supervision, administration, and management time spent on the entire Work or any wages, salary, or Payroll Burden for which the Contractor is compensated by any payment made by the Owner for Equipment.

Cost of Material means the cost of Material purchased or supplied from stock and valued at current market prices for the purpose of carrying out Extra Work by the Contractor or by others, when such arrangements have been made by the Contractor for completing the Work, as shown by itemized invoices.

Operated Rented Equipment means Rented Equipment for which an operator is provided by the supplier of the Equipment and for which the rent or lease includes the cost of the operator.

Payroll Burden means the payments in respect of workplace insurance, vacation pay, employment insurance, public liability and property damage insurance, sickness and accident insurance, pension fund, and such other welfare and benefit payments forming part of the Contractor's normal labour costs.

Rented Equipment means Equipment that is rented or leased for the special purpose of Work on a Time and Material Basis from a person, firm, or corporation that is not an associate of the lessee as the word "associate" is defined by the Securities Act, R.S.O. 1990, c.S.5, as amended, and is approved by the Contract Administrator.

Road Work means the preparation, construction, finishing, and construction maintenance of roads, streets, Highways, and parking lots and includes all work incidentals thereto other than Work on structures.

Sewer and Watermain Work means the preparation, construction, finishing, and construction maintenance of sewer systems and watermain systems, and includes all work incidental thereto other than Work on structures.

Standby Time means any period of time that is not considered Working Time and which together with the Working Time does not exceed 10 hours in any one Working Day and during which time a unit of Equipment cannot practically be used on other Work but must remain on the site in order to continue with its assigned task and during which time the unit is in fully operable condition.

Structure Work means the construction, reconstruction, repair, alteration, remodelling, renovation, or demolition of any bridge, building, tunnel, or retaining wall and includes the preparation for and the laying of the foundation of any bridge, building, tunnel, or retaining wall and the installation of Equipment and appurtenances incidental thereto.

The 127 Rate means the rate for a unit of Equipment as listed in OPSS.PROV 127, Schedule of Rental Rates for Construction Equipment, Including Model and Specification Reference, that is current at the time the work is carried out or for Equipment that is not so listed, the rate that has been calculated by the Owner, using the same principles as used in determining The 127 Rates.

Work on a Time and Material Basis means Changes in the Work, Extra Work, and Additional Work approved by the Contract Administrator for payment on a Time and Material basis. The Work on a Time and Material Basis shall be subject to all the terms, conditions, Standard Specifications and provisions of the Contract.

Working Time means each period of time during which a unit of Equipment is actively and of necessity engaged on a specific operation and the first 2 hours of each immediately following period during which the unit is not so engaged but during which the operation is otherwise proceeding and during which time the unit cannot practically be transferred to other Work but must remain on the site in order to continue with its assigned tasks and during which time the unit is in a fully operable condition.

GC 8.02.05.02 Daily Work Records

- .01 Daily Work Records, prepared as the case may be by either the Contractor's representative or the Contract Administrator reporting the labour and Equipment employed and the Material used on each Time and Material project, should be reconciled and signed each Day by both the Contractor's representative and the Contract Administrator. If it is not possible to reconcile the Daily Work Records, then the Contractor shall submit the un-reconciled Daily Work Records with its claim, whereby the resolution of the dispute about the Daily Work Records shall not be resolved until there is a resolution of the claim.

GC 8.02.05.03 Payment for Work

- .01 Payment as herein provided shall be full compensation for all labour, Equipment, and Material to do the Work on a Time and Material Basis except where there is agreement to the contrary prior to the commencement of the Work on a Time and Material Basis. The payment adjustments on a Time and Material basis shall apply to each individual Change Order authorized by the Contract Administrator.

GC 8.02.05.04 Payment for Labour

- .01 The Owner shall pay the Contractor for labour employed on each Time and Material project at 135% of the Cost of Labour up to \$3,500, then at 120% of any portion of the Cost of Labour in excess of \$3,500.
- .02 The Owner shall make payment in respect of Payroll Burden for Work on a Time and Material Basis at the Contractor's actual cost of Payroll Burden.
- .03 At the Owner's discretion, an audit may be conducted in which case the actual Payroll Burden so determined shall be applied to all Time and Material work on the Contract.

GC 8.02.05.05 Payment for Material

- .01 The Owner shall pay the Contractor for Material used on each Time and Material project at 120% of the Cost of the Material up to \$3,500, then at 115% of any portion of the Cost of Material in excess of \$3,500.

GC 8.02.05.06 Payment for Equipment

GC 8.02.05.06.01 Working Time

- .01 The Owner shall pay the Contractor for the Working Time of all Equipment, other than Rented Equipment and Operated Rented Equipment, used on the Work on a Time and Material basis at The 127 Rates with a cost adjustment as follows:
 - a) Cost \$12,000 or less - no adjustment;
 - b) Cost greater than \$12,000 but not exceeding \$24,000 - payment \$12,000 plus 90% of the portion in excess of \$12,000; and
 - c) Cost greater than \$24,000 - \$22,800 plus 80% of the portion in excess of \$24,000.
- .02 The Owner shall pay the Contractor for the Working Time of Rented Equipment used on the Work on a Time and Material Basis at 110% of the invoice price approved by the Contract Administrator up to a maximum of 110% of the 127 Rate. This constraint shall be waived when the Contract Administrator approves the invoice price prior to the use of the Rented Equipment.
- .03 The Owner shall pay the Contractor for the Working Time of Operated Rented Equipment used on the Work on a Time and Material Basis at 110% of the Operated Rented Equipment invoice price approved by the Contract Administrator prior to the use of the Equipment on the Work on a Time and Material Basis.

GC 8.02.05.06.02 Standby Time

- .01 The Owner shall pay the Contractor for Standby Time of Equipment at 35% of The 127 Rate or 35% of the invoice price whichever is appropriate. The Owner shall pay reasonable costs for Rented Equipment where this is necessarily retained in the Working Area for extended periods agreed to by

the Contract Administrator. This shall include Rented Equipment intended for use on other work, but has been idled due to the circumstances giving rise to the Work on a Time and Material Basis.

- .02 In addition, the Owner shall include the Cost of Labour of operators or associated labourers who cannot be otherwise employed during the Standby Time or during the period of idleness caused by the circumstances giving rise to the Work on a Time and Material Basis.
- .03 The Contract Administrator may require Rented Equipment idled by the circumstances giving rise to the Work on Time and Material Basis to be returned to the lessor until the Work requiring the Equipment can be resumed. The Owner shall pay such costs as a result from such return.
- .04 When Equipment is transported, solely for the purpose of the Work on a Time and Material Basis, to or from the Working Area on a Time and Material basis, payment shall be made by the Owner only in respect of the transporting units. When Equipment is moved under its own power it shall be deemed to be working. The method of moving Equipment and the rates shall be subject to the approval of the Contract Administrator.

GC 8.02.05.07 Payment for Hand Tools

- .01 Notwithstanding any other provision of this Section, no payment shall be made to the Contractor for or in respect of Hand Tools or Equipment that are tools of the trade.

GC 8.02.05.08 Payment for Work by Subcontractors

- .01 Where the Contractor arranges for Work on a Time and Material Basis, or a part of it, to be performed by Subcontractors on a Time and Material basis and has received approval prior to the commencement of such Work, in accordance with the requirements of subsection GC 3.09, Subcontracting by the Contractor, the Owner shall pay the cost of Work on a Time and Material Basis by the Subcontractor calculated as if the Contractor had done the Work on a Time and Material Basis, plus a markup calculated on the following basis:
 - a) 20% of the first \$3,500; plus
 - b) 15% of the amount from \$3,500 to \$12,000; plus
 - c) 5% of the amount in excess of \$12,000.
- .02 No further markup shall be applied regardless of the extent to which the work is assigned or sublet to others. If Work is assigned or sublet to an associate, as defined by the Securities Act, no markup whatsoever shall be applied.

GC 8.02.05.09 Submission of Invoices

- .01 At the start of the Work on a Time and Material Basis, the Contractor shall provide the applicable labour and Equipment rates not already submitted to the Contract Administrator during the course of such Work.
- .02 Separate summaries shall be completed by the Contractor. Each summary shall include the Change Directive or Change Order number and covering dates of the Work and shall itemize separately the labour, Materials, and Equipment. Invoices for Materials, Rented Equipment, and other charges incurred by the Contractor on the Work on a Time and Material Basis shall be included with each summary.

- .03 Each month the Contract Administrator shall include with the monthly progress payment, the costs of the Work on a Time and Material Basis incurred during the preceding month all in accordance with the contract administrative procedures and the Contractor's invoice of the Work on a Time and Material Basis.
- .04 The final summary as per clause 8.02.05.09.02 shall be submitted by the Contractor within 60 Days after the completion of the Work on a Time and Material Basis.

GC 8.02.05.10 Payment Other Than on a Time and Material Basis

- .01 Clause GC 8.02.05 does not preclude the option of the Contract Administrator and the Contractor negotiating a Lump Sum Item or unit price payment for Change in the Work, Extra Work, and Additional Work.

GC 8.02.05.11 Payment Inclusions

- .01 Except where there is agreement in writing to the contrary, the compensation, as herein provided, shall be accepted by the Contractor as compensation in full for profit and all costs and expenses arising out of the Work, including all cost of general supervision, administration, and management time spent on the Work, and no other payment or allowance shall be made in respect of such Work.

GC 8.02.06 Final Acceptance Certificate

- .01 After the acceptance of the Work or, where applicable, after the Warranty Period has expired, the Contract Administrator shall issue the Final Acceptance Certificate. The Final Acceptance Certificate shall not be issued until all known deficiencies have been adjusted or corrected, as the case may be, and the Contractor has discharged all obligations under the Contract.
- .02 Any remaining amount of security shall be released upon Final Acceptance of the Contract.

GC 8.02.07 Records

- .01 The Contractor shall maintain and keep accurate Records relating to the Work, Changes in the Work, Extra Work, Additional Work and claims arising therefrom. Such Records shall be of sufficient detail to support the total cost of the Work, Changes in the Work, Extra Work, Additional Work and claims arising therefrom. The Contractor shall preserve all such original Records until 12 months after the Final Acceptance Certificate is issued or until all claims have been settled, whichever is longer. The Contractor shall require that Subcontractors employed by the Contractor preserve all original Records pertaining to the Work, Changes in the Work, Extra Work, Additional Work and claims arising therefrom for a similar period of time.
- .02 The Owner may inspect and audit the Contractor's Records relating to the Work, Changes in the Work, Extra Work, and Additional Work at any time during the period of the Contract. The Contractor shall supply certified copies of any part of its Records required, whenever requested by the Owner.

GC 8.02.08 Taxes

- .01 Where a change in Canadian Federal or Provincial taxes occurs after the date of tender closing for this Contract, and this change could not have been anticipated at the time of Tender, the Owner shall increase or decrease Contract payments to account for the exact amount of tax change involved.

- .02 Claims for compensation for additional tax cost shall be submitted by the Contractor to the Contract Administrator on forms provided by the Contract Administrator to the Contractor. Such claims for additional tax costs shall be submitted not less than 30 Days after the date of Final Acceptance.
- .03 Where the Contractor benefits from a change in Canadian Federal or Provincial taxes, the Contractor shall submit to the Contract Administrator on forms provided by the Contract Administrator, a statement of such benefits. This statement shall be submitted not later than 30 Days after Final Acceptance.
- .04 Changes in Canadian Federal or Provincial taxes that impact upon commodities, which when left in place form part of the finished Work, or the provision of services, where such services form part of the Work and where the manufacture or supply of such commodities or the provision of such services is carried out by the Contractor or a Subcontractor, are subject to a claim or benefit as detailed above. Services in the latter context means the supply and operation of Equipment, the provision of labour, and the supply of commodities that do not form part of the Work.
- .05 The Contractor shall add the Harmonized Sales Tax (HST) to all invoices.

GC 8.02.09 Liquidated Damages

- .01 When liquidated damages are specified in the Contract and the Contractor fails to complete the Work in accordance with the Contract, the Contractor shall pay such amounts as are specified in the Contract Documents.