

**THE CORPORATION OF THE  
TOWN OF BLIND RIVER**



**TENDER FOR MURRAY STREET SIDEWALK IMPROVEMENTS**

**CONTRACT NO. 24-0641**

**Consultant**



**Tender Close: Thursday May 22<sup>nd</sup> , 2025 at 2:00PM**

THE CORPORATION OF THE TOWN OF BLIND RIVER

TENDER FOR MURRAY STREET SIDEWALK IMPROVEMENTS - CONTRACT No. 24-0641

CHECKLIST

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The following checklist has been included to ensure that all of the Town's requirements are met:

1. Each Bidder shall submit with their tender a certified cheque or bid bond in the amount of 10% of the contract price. ☐
2. The Bidder must provide an Agreement to provide Performance Security. ☐
3. Return the Form of Tender properly completed and signed where indicated. ☐
4. Ensure the Addendums Received Section of the Form of Tender has been completed if any addendums have been issued. Failure to complete this section when addendums have been issued may render your Tender as non-compliant. ☐
5. The Tendering Information, Construction Specifications and Special Provisions Sections have been carefully reviewed and all requirements have been submitted with your Tender. ☐
6. The Bidder has attached a proposed schedule for the works, showing compliance with the start and final completion dates. ☐

**The Corporation is not bound to accept the lowest or any tender and reserves the right to reject all tenders. The Corporation also reserves the right to evaluate the tenders in any manner it deems fit.**

### **LIST OF CONTRACT DOCUMENTS**

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### **LIST OF CONTRACT DRAWINGS**

<u>Drawing No.</u>	<u>Revision No.</u>	<u>Description</u>
24-0641-C1	0	Murray St. - Woodward Ave. to Lawton Ave.
24-0641-C2	0	Murray St. - Lawton Ave. to Scott Ave.
24-0641-C3	0	Murray St. – Lawton Ave. to Scott Ave.
24-0641-C4	0	Murray St. – Scott Ave. to Huron Ave.
24-0641-C5	0	Typical Sections
24-0641-C6	0	Notes

## FORM OF TENDER

### FT.01 TENDER PRICE

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

To the **Corporation of the Town of Blind River**

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 **\$ 20,000.00** 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 8.02.05. 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 Work onsite no later than **June 16<sup>th</sup>, 2025**.

#### FT.07 COMPLETION

- A. We agree to complete all works by the completion date of **August 1<sup>st</sup>, 2025**.

#### 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** 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.	Description	Estimated Quantity	Units	Unit Price	Item Amount
<b>MISCELLANEOUS ITEMS</b>					
1	Mobilization/Demobilization		Lump Sum		\$
2	Bonding		Lump Sum		\$
3	Traffic Control		Lump Sum		\$
4	Contingency		Lump Sum		\$ 20,000.00
<b>REMOVALS ITEMS</b>					
5	Asphalt Pavement Removal, Full Depth	225	m <sup>2</sup>	\$	\$
6	Concrete Sidewalk Removal	325	m <sup>2</sup>	\$	\$
7	Brick Pavers, Sidewalk Removal	605	m <sup>2</sup>	\$	\$
<b>NEW CONSTRUCTION</b>					
8	Concrete Sidewalk, 150mm Thickness	850	m <sup>2</sup>	\$	\$
9	Concrete Sidewalk, 250mm Thickness	40	m <sup>2</sup>	\$	\$
10	Tactile Indicators	5	Ea	\$	\$
11	Salvage and Reinstall Brick Pavers (Driveway)	10	m <sup>2</sup>	\$	\$
12	HL3 Hot-Mix Asphalt – Driveway & Boulevards	300	m <sup>2</sup>	\$	\$
13	Topsoil & Sod	130	m <sup>2</sup>		
14	Removal of Pavement Markings		Lump Sum		\$
15	Pavement Markings, 10cm Solid Yellow	45	m	\$	\$
16	Pavement Markings, 20cm Solid White	45	m	\$	\$
17	Pavement Markings, Stop Blocks 60cm	1	Ea	\$	\$
<b>CONTRACT VALUE</b>					\$
<b>HST (13%)</b>					\$
<b>TOTAL TENDER PRICE</b>					\$

Definitions:

S – Ontario Provincial Standards Specifications

D – Ontario Provincial Standards Drawings

SP – Special Provisions

ea – each, m – Linear Metres, m<sup>2</sup> – Square Metres, m<sup>3</sup> - Cubic Metres

OFFERED ON BEHALF  
OF THE CONTRACTOR

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

CONTRACTOR’S SEAL

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
COMPANY STREET ADDRESS

\_\_\_\_\_  
CITY, PROVINCE, POSTAL CODE

\_\_\_\_\_  
DATE OF OFFER

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

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## TI.01 GENERAL

### **Please read this section carefully.**

These general conditions, instructions to Tenderers, and specifications forming a part of this tender, shall constitute a valid and binding contract between the successful Tenderer and The Corporation of the Town of Blind River and it shall ensure to the benefit of, and be binding upon both their successors, executors, administrators and assigns.

## TI.02 DEFINITIONS

The words "Corporation" and "Owner" mean The Corporation of the Town of Blind River.

The words "Director of Public Services" shall be understood as referring to that of the Town of Blind River.

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

The word "Contract" 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 words "Town" and "Corporation" may be used interchangeably with the same intent and meaning for the purpose of the 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.

### TI.03 TENDER DOCUMENTS

- A. All tenders must be completed 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, Tender Deposit, Security Agreement, List of Tenderer's Senior Staff, List of Subcontractors and Proposed Schedule.

### TI.04 DELIVERY AND OPENING OF TENDERS

- A. SEALED TENDERS, enclosed in an envelope clearly identified as **"Tender for Contract 24-0641 – Murray Street Sidewalk Improvements"** and addressed to the **CAO/Clerk** will be received at The Corporation of the Town of Blind River, 11 Hudson Street, Blind River, ON P0R 1B0, or submitted electronically via MERX up to **2:00 p.m., local time, on Thursday, May 22<sup>nd</sup>, 2025.**
- B. The tenders will be opened on **Thursday, May 22<sup>nd</sup>, 2025** at **2:15 local time** at the Municipal Office. Bidders can attend the tender opening. Only the Total Tender Price will be announced at the opening.
- C. The Corporation reserves the right to reject any or all bids and the lowest tender will not necessarily be accepted.
- D. Tenders shall be completed on the Form of Tender included with the Contract Documents.

### TI.05 DEADLINE FOR QUESTIONS & RESPONSES

- A. All questions during the tendering period must be submitted to the Engineer in writing via email, prior to **12:00pm on Monday, May 12<sup>th</sup>, 2025.** No such communications are to be directed to anyone other than the Engineer as follows.

Chris Kirby, P.Eng, Project Manager  
TULLOCH Engineering Inc.  
Email [chris.kirby@tulloch.ca](mailto:chris.kirby@tulloch.ca)

- B. The Engineer will issue all responses as soon as possible after receipt, however no later than **5:00pm on Wednesday, May 14<sup>th</sup>, 2025**. Responses will be via addendum posted on the Town of Blind River website. No oral interpretation will be effective to modify any provision of the Contract Documents.

#### TI.06 DISCREPANCIES

- A. Should a Tenderer find discrepancies in or omissions from the Contract Documents, or be in doubt as to any meaning, the Tenderer shall notify the Engineer, who may issue a written addendum. Neither the Owner nor the Engineer will make oral interpretations of the meaning of the Contract Documents.
- B. Should the Tenderer not agree that the materials and methods specified, or designed on the Drawings, will provide an installation to meet the requirements of the project, the Tenderer shall notify the Engineer in writing, stating the reason for the objection and may submit a suggested alternative. In such an event, the Engineer may choose to issue an addendum.

#### TI.07 ADDENDA

- A. Addenda issued during the tendering period shall be allowed for by the Tenderer. Addenda shall be posted on the Town of Blind River website [http://blindriver.ca/town\\_hall/bids\\_tenders](http://blindriver.ca/town_hall/bids_tenders). It is the responsibility of all prospective Tenderers to monitor the website and ensure that any change to the tender document in the form of an addendum is responded to appropriately. Addenda will be issued under the following circumstances:
- a) Interpretation of Tender documents as a result of queries from prospective Tenderers;
  - b) Revision, deletions, additions or substitutions of any portion of Tender documents.
- B. All such changes as addressed in the addenda shall become an integral part of the Tender documents and shall be allowed for in arriving at the Tender price. Addendums, which have financial implication and have not been acknowledged on the Form of Tender, may be automatically rejected. Oral instructions shall not be considered valid unless confirmed in writing through the Engineer.

#### TI.08 EXAMINATION OF SITE

- A. The Tenderers shall visit the site of the Work before submitting their tender and shall by personal examination satisfy themselves as to the local conditions that may be encountered during construction of the Work. They shall make their own estimate of the

facilities and difficulties that may be encountered and the nature of the subsurface materials and conditions. The Tenderer shall contact Mr. Chris Zagar, Director of Public Services at 705-356-2601, ext. 209 to arrange a site visit.

- B. The Tenderer shall not claim at any time after submission of their tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

#### TI.09 HARMONIZED SALES TAX

- A. This project is taxable under the Harmonized Sales Tax (HST).
- B. In calculating unit prices, **DO NOT** include HST payable by the Contractor.
- C. The HST payable by the Owner is shown as a separate line in the Schedule of Itemized Prices, and is not to be included in the unit prices. It will be added to the net amount of each progress payment, and will be paid to the Contractor.

#### TI.10 INFORMAL OR UNBALANCED TENDERS

- A. All entries in the Form of Tender shall be made in ink or by typewriter. Entries or changes made in pencil shall, unless otherwise decided by the Owner, be invalid or informal. Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, alterations (unless properly and clearly made and initialed by the tenderer's signing officer) or irregularities of any kind, may be rejected as informal. Tenders that contain prices which appear to be so unbalanced as likely to affect adversely the interests of the Owner may be rejected.

Whenever in a tender the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount and the Total Tender Price shall be corrected accordingly, unless otherwise decided by the Owner.

A discrepancy in addition or subtraction in a tender shall be corrected by the Owner by adding or subtracting the items correctly and correcting the Total Tender Price accordingly, unless otherwise decided by the Owner. Where an error has been made in transferring the amount from one part of the Form of Tender to another, the amount shown before transfer shall, subject to any correction as provided for above, be taken to be correct and the amount shown after transfer and the Total Tender Price shall be corrected accordingly.

If a tenderer has omitted to enter a price for an item of work set out in the Form of Tender, they shall, unless they have specifically stated otherwise in their tender, be deemed to have allowed elsewhere in the Form of Tender for the cost of carrying out the said work and, unless otherwise agreed to by the Owner, no increase shall be made in the Total Tender Price on account of such omission.

The Owner reserves the right to waive formalities at their discretion.

#### TI.11 PROOF OF ABILITY

- A. The Tenderer shall be competent and capable of performing the various items of Work. The Tenderer shall complete the following statement sheets, which shall form a part of the Contract Documents:
  - 1. Tenderer's Experience on Similar Projects with a list of specific examples completed within the last 5 years.
  - 2. Subcontractors to be employed in the project and the value for the subtrades listed.
  - 3.
    - i) Tenderer's Senior Staff to be employed, including designating an on site superintendent of the project. The Site Superintendent can be changed only on the approval of the Engineer.
    - ii) Tenderer's Equipment to be used.
- B. The Tenderer may be required to furnish additional statements covering other matters, including financial resources.

#### TI.12 CHARACTER OF OPERATORS AND ATTENDANTS EMPLOYED

- A. The Contractor shall employ only orderly, competent and skillful individuals to do the work and whenever the Director of Public Services shall inform in writing that anyone carrying out the work is, in the opinion Director of Public Services, incompetent, unfaithful or disorderly, such an individual shall be discharged from the work and shall not again be employed on the work without the consent, in writing, of the Director of Public Services.

#### TI.13 RECORD AND REPUTATION

- A. Without limiting or restricting any other right or privilege of the Town and regardless of whether or not a Tender or Proposal or Proponent/Tenderer otherwise satisfies the requirements of a Tender or RFP, the Town may reject summarily any Proposal or Tender from any person where:
  - 1. In the opinion of the Council of the Town of Blind River or the Director of Public Services, the commercial relationship between the Town and the Tenderer/Proponent has been impaired by the prior and/or current act(s) or omissions(s) of such Tenderer/Proponent including but not limited to:
    - i. litigation with Town of Blind River;
    - ii. the failure of the Proponent/Tenderer to pay, in full, all outstanding payments (and where applicable, interests and costs) owing to the Town



- by such Proponent/Tenderer, after the Town has made demand for payment of same;
  - iii. the refusal to follow reasonable directions of the Town or to cure a default under any contract with the Town as and when required by the Town or the Town's Representatives;
  - iv. the Proponent/Tenderer refusing to enter into a contract with the Town after the Proponent or Tenderers tender or proposal, bid or quote has been accepted by the Town;
  - v. the Tenderer/Proponent refusing to perform or to complete performance of a contract with the Town, at any time, after the Proponent has been awarded the contract by the Town;
  - vi. acts(s) or omission(s) resulting in a claim by the Town under a bid bond, a performance bond, a warranty bond or any other security required to be submitted by the Proponent on a RFP or a Tender; within the five (5) year period immediately preceding the date on which the RFP/Tender is awarded;
2. In the opinion of the Council of the Town of Blind River or the Director of Public Services, there are reasonable grounds to believe that it would not be in the best interests of the Town to enter into a contract with the Proponent/Tenderer, including (without limiting the generality of the foregoing);
- i. The conviction of that person or any person with whom that person is not at arm's length within the meaning of the Income Tax Act (Canada) of an offence under any taxation statute in Canada;
  - ii. The conviction or finding of liability of that person under the Criminal Code or other legislation or law, whether in Canada or elsewhere and whether of a civil, quasi-criminal or criminal nature, of moral turpitude including but not limited to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation.
  - iii. The conviction or finding liability of that person under the Environmental Protection Act, or corresponding legislation of any other province or any member of the European Union or the United States of America, where the circumstances of that conviction evidence a gross disregard of the part of that person for the environmental well-being of the communities in which it carries on business;
  - iv. the conviction or finding of liability of that person relating to product liability or occupational health or safety, whether of Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that person for the health and safety of its workers or customers;
  - v. The conviction or finding of liability of that person under the Securities Act or the corresponding legislation of any other province or any member of the European Union or the United States of America or any state thereof.

#### TI.14 TENDER DEPOSIT

- A. The tender shall be accompanied by a tender deposit in the form of a **Certified Cheque** or **Bid Bond** payable to the Owner in the amount of **10%** of the contract price.

The Tenderers shall keep their tenders open for acceptance for **90** days after the closing date or until a contract is awarded with the successful Tenderer whichever comes first. Withdrawal during this period will result in forfeiture or enforcement of the tender deposit.

Upon being notified that the tender has been accepted, the Contractor shall execute copies of the Agreement, supply bonds and insurance documents as specified, and start Work as specified.

Failure to execute the copies of the Agreement, or to supply bonds and insurance documents, within one week of the date of acceptance of the tender, will automatically mean the forfeiture or enforcement of the tender deposit.

Tender deposits of all Tenderers, except the lowest and second lowest Tenderers, will be returned within fifteen (15) working days after the date of tender closing.

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

#### TI.15 AGREEMENT TO PROVIDE PERFORMANCE SECURITY

- A. Every tender shall be accompanied by either an "Agreement to Bond" completed by a surety company lawfully doing business in the Province of Ontario for a Labour and Material Payment Bond for 50% of the Total Tender Price and a Performance Bond for 100% of the Total Tender Price.
- B. Such bonds shall be approved by and acceptable to the Owner and must be furnished when the contract is signed by the Contractor.

#### TI.16 CONFLICT OF INTEREST

- A. All firms are required to disclose to the Town any potential Conflict of Interest, may it be pecuniary or otherwise. If a conflict of interest does exist with the potential successful Tenderer, the Town may, at its discretion, refrain from awarding the project to the Tenderer.
- B. The Tenderer covenants that it presently has no interests and it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder. The Tenderer further covenants that in the performance of this contract no person having such known interest shall be employed.

#### TI.17 INDEMNIFICATION

- A. The successful Tenderer shall indemnify and hold harmless the Town of Blind River, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Town of Blind River and against all loss, liability, judgements, claims, suits, demands or expenses which the Town of Blind River may sustain, suffer or be put to resulting from or arising out of the successful Tenderer's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the successful Tenderer, its agent, officials and employees.

#### TI.18 ACCEPTANCE OF TERMS

- A. Each Tenderer, by submitting a Tender, represents that the Tenderer has read, understands and accepts the terms and conditions of this tender in full.

#### TI.19 ACCEPTANCE OF TENDERS

- A. The Owner is not bound to accept the lowest or any tender and 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.
- B. The Owner also reserves the right to evaluate the tenders in any manner it deems fit.
- C. If the total tender price exceeds available funding the Owner will negotiate with the low Tenderer to adjust tender quantities. In the event that these negotiations are not successful the Owner will negotiate with the next lowest Tenderer as necessary.
- D. 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 any delay in the acceptance of a tender. Tenders are subject to a formal contract being prepared and executed.

#### TI.20 WITHDRAWAL PROCEDURES

- A. A Tenderer may request that his or her submitted tender be withdrawn, up until the closing time for a particular contract. Withdrawals can only be made in person and the Tenderer wishing to withdraw from a particular tender must attend the Town Office and execute an appropriate withdrawal form, signed by a principal of the Tenderer, or provide a letter from the Tenderer, signed by a principal, withdrawing the Tender.
- B. The withdrawal of a tender does not disqualify a Tenderer from submitting another Tender for the same contract provided that all of the tender procedures are observed and the new tender is received prior to the terminal time for closure. However, unless withdrawal

procedures have been followed, more than one tender from the same Tenderer will result in the disqualification of the Tenderer.

- C. The Tender Deposit shall be forfeited to the Town when a Tenderer attempts to withdraw his or her Tender after Tenders have been opened, in addition to any consequence or legal penalty that may apply.

#### TI.21 RESULTS

- A. The name of all Tenderers and their total bid price shall be deemed public information following the tender opening; however, unit prices will not be disclosed where tenders were requested as a total contract price.

#### TI.22 EQUIVALENTS

- A. When an article is specified by its trade or other name (whether such name is followed by the phrase 'or equivalent' or not), the Tenderer shall base his tender price on the supply of the named article and no other.

The Tenderer may submit with his tender suggested equivalents to those articles specified by trade or other names. Such submissions shall show the name of the article specified, the name and description of the suggested equivalent, and the total revision to the tender price that would result if the equivalent were accepted.

#### TI.23 HOLDBACKS

- A. The project is subject to the Construction Lien Act. A **statutory holdback of 10% (ten percent)** will be held back from each progress payment. Release of the 10% statutory holdback will be released in accordance with provincial statutes and Section GC 8.02.04 of the General Conditions.
- B. To cover rectification costs during the warranty period, the Owner will **retain 3% (three percent)** of the value of Work done, such amount being held back in each progress certificate. Holdbacks held to cover rectification costs will be retained for a period of twelve months after the date of Completion.

The Contractor shall pay for all additional contract administration, inspection, and material testing costs incurred by the Owner resulting from warranty repair works. Such payments shall be deducted from the warranty holdback amount prior to its release.

#### TI.24 ROAD CLOSURES

- A. Temporary, short term single lane closures between intersecting streets may be

permitted for the construction of the works, provided notification to affected residents/businesses and alternate access is provided. Pedestrian access must be maintained at all times. The road must be reopened to thru traffic each night.

- B. The Contractor shall prepare a Traffic Plan for review by the Engineer and Town of Blind River in advance of construction. The Contractor shall be responsible for all traffic control measures required to support the proposed closures, including lane reconfigurations and conform to the requirements of OTM Book 7.
- C. In areas of closures, resident and business access must always be accommodated with the affected parties and approved by the Engineer prior to undertaking.
- D. The Contractor shall be responsible for all notification and detour signage, as well as notifications to all services, including but not limited to emergency services, refuse & recycling collection and Canada Post.
- E. Road closures shall include considerations for School Bus traffic.

#### TI.25 UTILITIES

- A. The Contractor shall arrange for buried locates of all utilities prior to commencing construction.
- B. The Contractor shall protect all buried and aerial utility lines during construction.
- C. On direction of the Utility, the Contractor will be required to have the Utility provide support to utility poles or lines during excavation operations adjacent to the poles.
- D. The Contractor shall be responsible for any third party observations as may be required by the utility company.

#### TI.26 LABOUR & MATERIALS

- A. The contractor shall provide and furnish all manner of labour, materials, apparatus, 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.
- B. The Contractor will be required to use local manpower as much as possible for the work under this contract.

#### TI.27 PROJECT SUPERVISION

- A. 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.
- B. 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.
- C. The Project Superintendent shall remain on site at all times that work is being performed whether by the Contractor or Subcontractor.
- D. Replacement of the Project Superintendent is strictly forbidden unless prior written approval is obtained from the Contract Administrator.

#### TI.28 ASSIGNMENT & SUBLETTING

- A. The work, to be performed under this Contract, or any part thereof, shall not be assigned or sublet by the Contractor without the written permission of the Owner. It is further agreed that the said written authority shall not, under any circumstances, relieve the Contractor of his liabilities and obligations under this Contract.

#### TI.29 PROJECT SCHEDULE

- A. 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 are to be included in the Contractor's Tender Price.
- B. Work must begin as soon as possible after award of contract, no later than **June 16<sup>th</sup>, 2025**. The Contractor shall provide a schedule of works with their bid.
- C. Work on the section between Lawton Avenue and Scott Avenue cannot commence until **after June 27, 2025**.
- D. All works must be completed by **August 1<sup>st</sup>, 2025**.

#### TI.30 CLEANING UP

- A. 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 to the satisfaction of the Owner and Engineer.

### TI.31 DRAWINGS & SPECIFICATIONS

- A. The drawings and specifications form a part of the official contract. One complete copy of all contract documents in good order shall be kept by the Contractor at the site of work.
- B. The Engineer may furnish additional drawings to clarify the work; such drawings shall become part of the contract documents.

### TI.32 CONDUCT OF CONTRACT

- A. 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.

### TI.33 LIABILITY INSURANCE

- A. The Contractor shall at his own expense, procure and maintain liability insurance in accordance with GC6.0 of the General Conditions of OPSS MUNI 100 and the requirements set out below. The insurance shall be entirely comprehensive for all phases of the work pertaining to this contract.
  - a. Contractor's Public Liability and Property Damage for bodily injury or property damage, not less than \$5,000,000.00.
  - b. Automobile Public Liability and Property Damage for bodily injury or property damage, not less than \$5,000,000.00.
  - c. Have a limit of not less than \$5,000,000.00 inclusive for any one occurrence.
  - d. Be Comprehensive Liability Insurance covering all operations and liability assumed under contract with the Municipality.
  - e. Not contain any exclusions or limitations in respect of shoring, underpinning, raising or demolition of any building or structure or subsidence of any property, structure subsidence of any property, structure or land from any cause.
  - f. Include insurance against liability for bodily injury and property damage caused by vehicles owned by the contractor and used on the work, and in addition, shall include insurance against liability for bodily damage caused by vehicles not owned by the contractor and used on the work. Each insurance shall have a limit of liability of not less than \$5,000,000.00 inclusive for any occurrence. A vehicle shall be as defined in the Highway Traffic Act.
  - g. Be endorsed to provide that the policy or policies will not be altered, cancelled or allowed to lapse within 30 days prior written notice to the Municipality.
  - h. Protect the insured from any losses arising out of contractual liabilities and completed operations. The policy shall name the Owner and the Engineer as "additional Insureds" and shall contain a cross liability clause insuring each person, firm or corporation in the same manner to the same extent as if a

separate policy was issued to each, but not so as to increase the limits of the insurance company's liability.

- i. Be kept in force for a period of 12 months from the date of substantial performance or until the work is accepted by the Owner and a Final Certificate has been issued, whichever is later.
- B. 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.
- C. The Contractor shall indemnify and save harmless the Owner and the Engineer from and against all claims, demands, loss, damages and costs resulting directly or indirectly from the performance of the work.
- D. The certificate(s) of insurance and copies of insurance policy(ies), each naming the Owner and the Engineer as "additional Insureds", must be filed with the Town Clerk upon execution of the Contract.

#### TI.34 WORKPLACE SAFETY & INSURANCE BOARD

- A. The **Successful Tenderer** 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 further certificates issued prior to the release of the payment recommendations.

#### TI.35 RENEWAL OF INSURANCE AND WSIB

- A. The **Successful Tenderer** will provide proof of valid Insurance and WSIB on each and every anniversary date of the policy during the life of this or any other contract with the Town of Blind River. Verification is to be sent to the Director of Public Services, Town of Blind River, 11 Hudson Street, Blind River, Ontario P0R 1B0.

#### TI.36 OCCUPATIONAL HEALTH AND SAFETY ACT

- A. 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.
- B. 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 Engineer.
- C. 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.



- D. The Contractor will be required to furnish a copy of their Health & Safety Policy and proof of orientation of their staff.

#### TI.37 STATUTORY DECLARATION OF PAYMENTS, LIENS & LIABILITIES

- A. Prior to the release of the Construction Act Holdback, the Contractor shall be required to complete a "Statutory Declaration of Payments, Liens and Liabilities" form.

#### TI.38 ENGINEER'S AUTHORITY

- A. The Engineer may supervise 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.
- B. The Engineer 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.
- C. The Engineer shall, within a reasonable time, render 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.
- D. 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.
- E. 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.

#### TI.39 NOTICE TO THE ENGINEER

- A. The contractor must notify the Engineer of his intention to begin work a minimum of two weeks prior to start of work.

#### TI.40 POWER OF OWNER TO COMPLETE WORK

- A. 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 labor 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.
- B. 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.

#### TI.41 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES

- A. If The Contractor, agents, and all workers and persons employed by him/her, or under his/her control, including subcontractors, shall use due care that no person or property is injured and that no rights are infringed upon in the execution of the work, and the Contractor shall be solely responsible for all damages by whomsoever claimable in respect of any injury to persons or to lands, buildings, structures, fences, livestock, trees, crops, roadways, ditches, drains and water courses whether natural or artificial, or property of whatever description, and in respect of any infringement on any right, privilege, or work or any part thereof, or by any neglect, misfeasance or nonfeasance on the Contractor's part or on the part of any of his agents, workers, or persons employed by him/her, or under his/her control, including subcontractors and shall bear the full cost thereof, and shall at his/her own expense make such temporary provisions as may be necessary to ensure the avoidance on any such damage, injury, or menace to the persons and owners the uninterrupted enjoyment of all their rights, in and during the performance of the work, and the Contractor shall indemnify and save harmless the owners from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought, or prosecuted in any manner based upon, occasioned by, or attributed to any such damage, injury, or infringement.
- B. Notwithstanding the indemnity provision contained in this tender, where in the opinion of the Director of Public Services, the Contractor has failed to rectify any damage, injury, or infringement or has failed to adequately compensate any person for any damage, injury, or infringement for which the Contractor is responsible under this Contract, the

Corporation, following notice in writing to the Contractor of its intention to do so, may withhold payment of monies due to the Contractor under this or any other contract until the Contractor has rectified such damage, injury, or infringement, or has paid adequate compensation for such damage, injury, or infringement provided however that the Corporation will not withhold such monies where there is a reasonable disagreement with respect to the rights of the party affected and the Contractor has given such person a reasonable time in which to take court action to establish the validity of the claim.

#### TI.42 FORFEITURE OF CONTRACT

- A. In the event that the Contractor fails to carry out any of the obligations, covenants, and terms herein provided, whether by reason of strikes, force majeure, bankruptcy or insolvency, or for any reason, the Town may cause the operation to be carried out with its own or other forces and may charge the cost for so doing to the Contractor as against money owing to the Contractor or from the bond herein referred to.

If the Contractor:

- neglects or refuses to sign an agreement within seven (7) days of being advised in writing that his bid has been accepted;
- neglects or fails to commence Infrastructure Services of the date specified in the agreement;
- becomes bankrupt or insolvent or compound with his creditors;
- commits any act of insolvency;
- transfers, assigns, sublets or attempts to transfer, assign or sublet this contract or any part thereof, without consent of the Director of Public Services;
- fails in the opinion of the Director of Public Services after having been given seventy-two (72) hours written notice to execute the work or any part thereof in a sound and competent manner satisfactory in all respects in strict conformity with the contract. Then in each and every case, after seventy-two (72) hours written notice from the Director of Public Services to the Contractor, the Director of Public Services shall have full right and power, at his/her discretion, without process or action at law, to take over the whole contract, or any part or parts thereof specified in the said notice out of the hands of the Contractor. The Contractor upon receiving notice to that effect, shall vacate possession and give up said Infrastructure Services, on the part or parts thereof specified in the said notice, peaceably to the Director of Public Services, who may either relet the same to any other person or persons, with or without its previously being advertised or may employ workers and provide the necessary plant at the expense of the Contractor or may take any other steps as the Director of Public Services may consider necessary or advisable in order to secure the completion of the said contract to his satisfaction; and the Contractor and his surety in every case shall be liable for all damages, expenditures and extra expenditure, and for all additional cost of the work which may be incurred by reason thereof.

#### TI.43 GOVERNMENT REGULATIONS AND PERMITS

- A. The Contractor(s) shall comply with all provisions of the rules, regulations and orders of

Federal, Provincial, and Municipal Government agencies applicable to the work under this Contract. The Contractor(s) shall co-operate with the Corporation in promptly furnishing any information that may be required by such governmental agencies. It shall be the obligation of the Contractor(s) to keep him/herself informed of these governmental rules, regulations, and orders and the Contractor(s) shall make the requirements of this article a part of any subcontract he/she may enter into. In addition, the Contractor(s) shall secure and provide, at their own expense, all other permits that may be necessary under any by-law of the appropriate municipality or any act of the Federal or Ontario Legislature or any regulation made under Federal or Provincial Authority.

### **LIST OF OPSS & OPSD APPLICABLE TO CONTRACT**

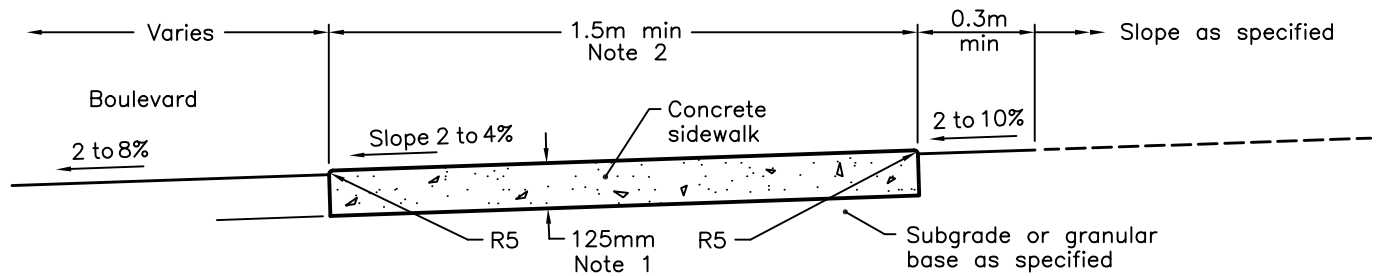
The Ontario Provincial Standard Specifications (OPSS) listed below and those referenced therein form part of the Contract Documents. Specifications listed following can be downloaded at:

<https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/opsViews.aspx>

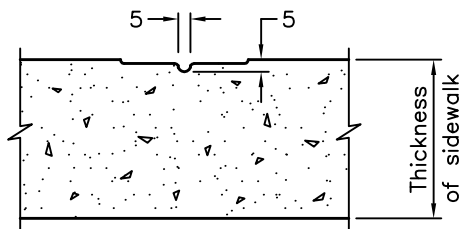
<b><u>OPSS</u></b>	<b><u>VOLUME</u></b>	<b><u>ABBREVIATED TITLES</u></b>	<b><u>DATE</u></b>
100	7	General Conditions of Contract	NOV 2019
102	7	Weighing of Materials	NOV 2018
127	5	Rental Rates for Construction	APR 2023
180	7	Management and Disposal of Excess Material	NOV 2021
206	7	Grading	APR 2019
310	7	Hot Mix Asphalt	NOV 2017
314	7	Untreated Granular Subbase, Base, Surface, Shoulder, and Stockpiling	NOV 2023
351	7	Concrete Sidewalk	NOV 2021
501	7	Compacting	NOV 2017
510	7	Removal	NOV 2018
706	7	Temporary Traffic Control Devices	APR 2018
710	7	Pavement Marking	NOV 2021
802	7	Topsoil	NOV 2019
803	7	Sodding	APR 2018
919	7	Formwork and Falsework	NOV 2021
1001	8	Aggregates, General	NOV 2021
1010	8	Aggregates, Material Specification	NOV 2013
1150	8	Hot Mix Asphalt	NOV 2020
1308	8	Joint Filler in Concrete	NOV 2019
1315	8	White Pigmented Curing Compounds for Concrete	NOV 2021
1350	8	Concrete – Materials and Production	NOV 2019
1440	8	Steel Reinforcement for Concrete	NOV 2016

The Ontario Provincial Standard Drawings (OPSD) listed below and those referred therein form part of the Contract Drawings. Drawings listed following can be downloaded at:  
<https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/opsViews.aspx>

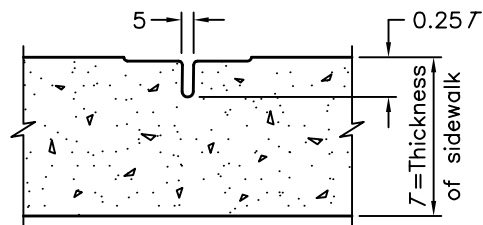
<b><u>OPSD No.</u></b>	<b><u>ABBREVIATED TITLES</u></b>	<b><u>REVISION</u></b>
310.010	Concrete Sidewalk	3
310.020	Concrete Sidewalk Adjacent to Curb With Gutter	3
310.033	Concrete Sidewalk Ramps at Unsignalized Intersections	1
310.039	Concrete Sidewalk Ramps Tactile Indicators	1
310.050	Concrete Sidewalk Driveway Entrance Details	3



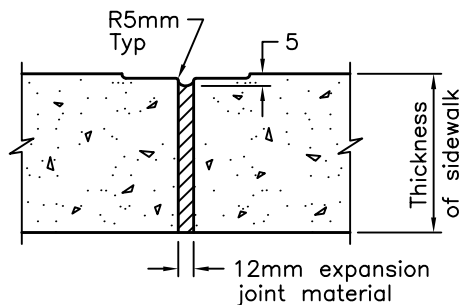
**TYPICAL SECTION**



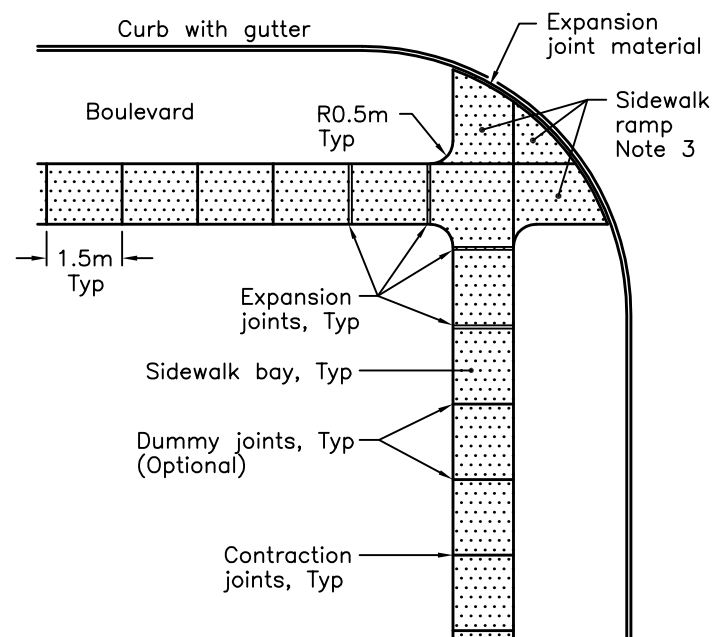
**DUMMY JOINT (OPTIONAL)**



**CONTRACTION JOINT (Note 4)**



**EXPANSION JOINT**



**JOINT LAYOUT**

**NOTES:**

- 1 Sidewalk thickness at residential driveways and adjacent to curb shall be 150mm. At commercial and industrial driveways, the thickness shall be 200mm.
- 2 Sidewalk width shall be wider when specified.
- 3 This OPSD shall be read in conjunction with OPSD 310.030, 310.031, 310.033, and 310.039.
- 4 Contraction Joint may be tooled or sawcut.
- A All dimensions are in millimetres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING

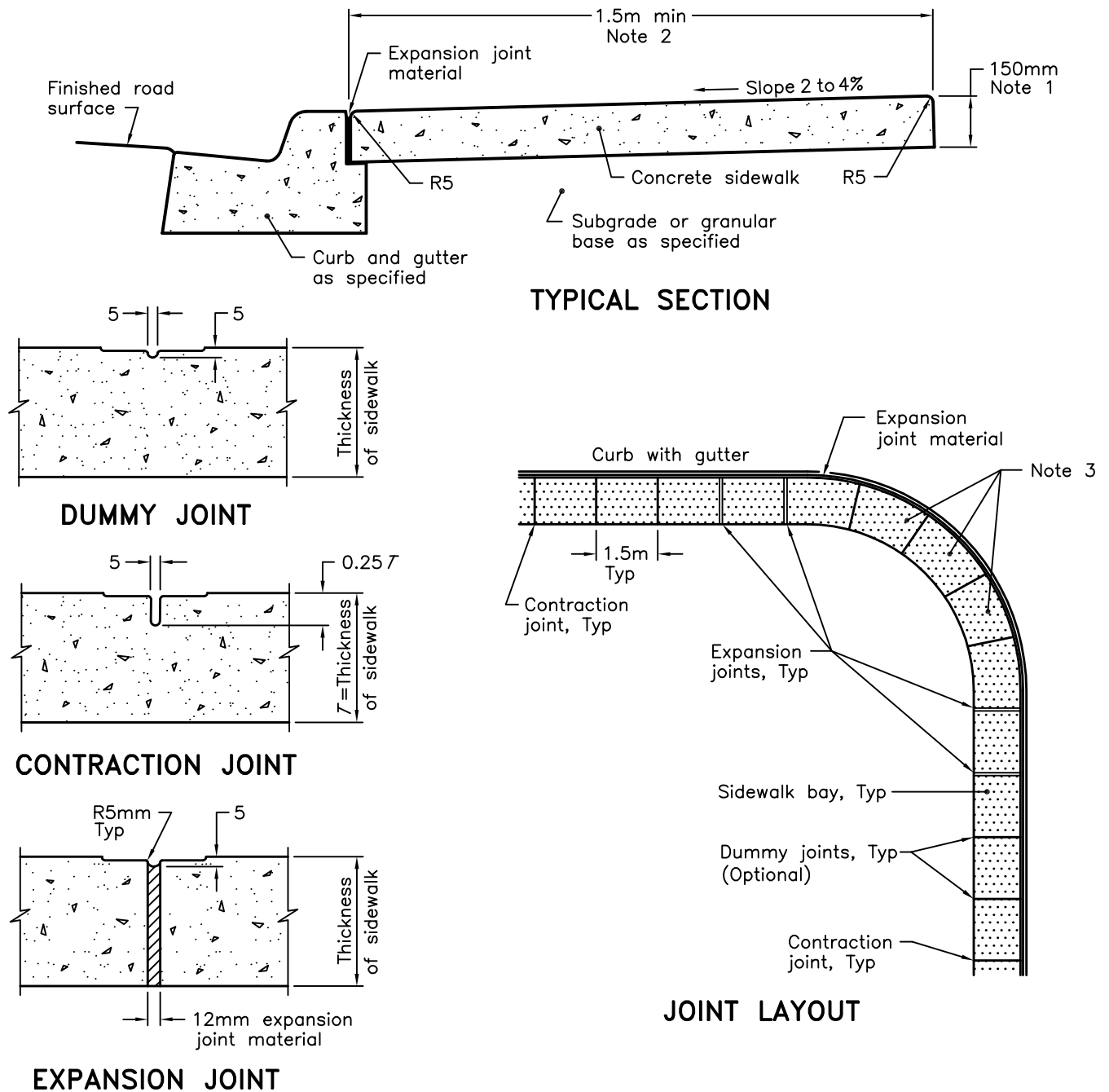
Nov 2019

Rev 3

CONCRETE SIDEWALK

OPSD 310.010





#### NOTES:

- 1 At commercial and industrial driveways, the thickness shall be 200mm.
- 2 Sidewalk width shall be wider when specified.
- 3 This OPSD shall be read in conjunction with OPSD 310.030, 310.031, 310.033, and 310.039.

A All dimensions are in millimetres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING

Nov 2019

Rev 3

CONCRETE SIDEWALK

ADJACENT TO CURB WITH GUTTER



OPSD 310.020



## DOUBLE RAMP WITHOUT BOULEVARD

## RAMPS WITH BOULEVARD

## RAMP PLAN

## RAMP ELEVATION

## RAMP SECTION

NOTES:

- 1 Slope of ramp shall not exceed 8%.
- 2 Cross slope of ramp shall not exceed 2% in either direction.
- 3 Cross slope of flared side of ramp shall not exceed 8%.
- 4 Dropped curb at ramp shall be modified to eliminate 30 mm step at gutter line.
- 5 Minimum thickness of ramp is 200mm. Minimum thickness of sidewalk and flared sides adjacent to ramp is 150mm.

A All dimensions are in millimetres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING

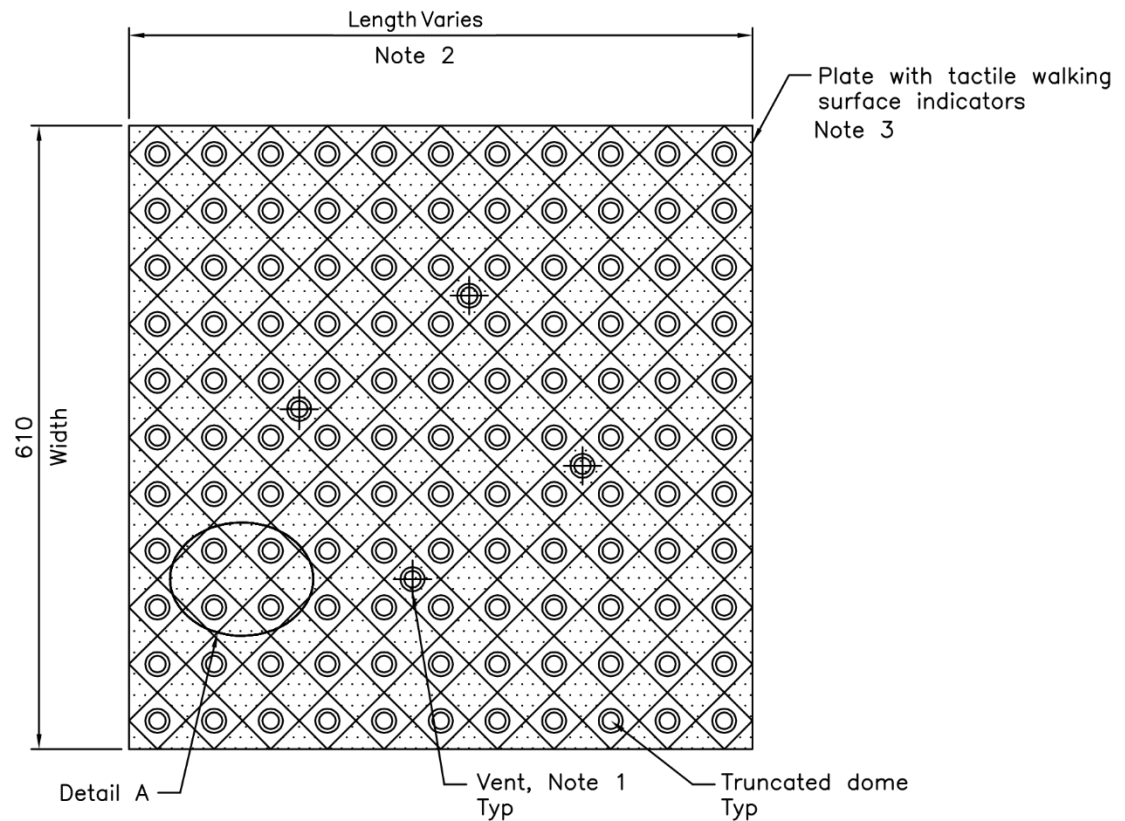
Nov 2019

Rev	1
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# CONCRETE SIDEWALK RAMPS AT UNSIGNALIZED INTERSECTIONS

OPSD 310.033



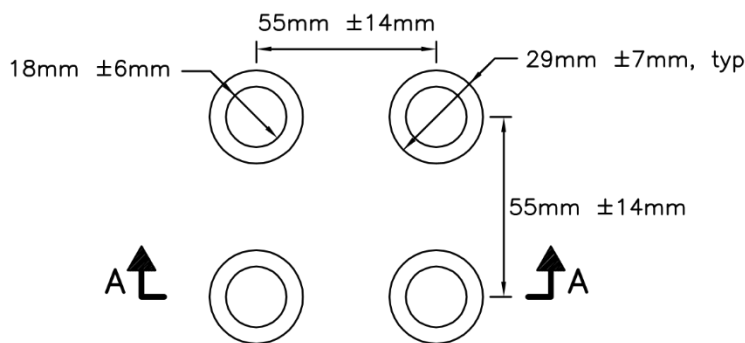


**PLAN**



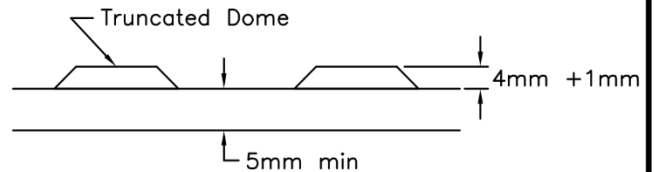
**ELEVATION**

Ribs as specified by manufacturer



**DETAIL A**

**TRUNCATED DOMES PLAN**



**SECTION A-A**

**NOTES:**

- 1 Vents shall be as specified by the manufacturer.
- 2 Length of plate may be increased to suit the curb depression width.
- 3 Material of plate shall be as specified in Contract Documents.
- A Adjacent cast iron plates shall be permanently connected using a locking mechanism and any hardware shall be hot dipped galvanized.
- B All dimensions are in millimetres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING

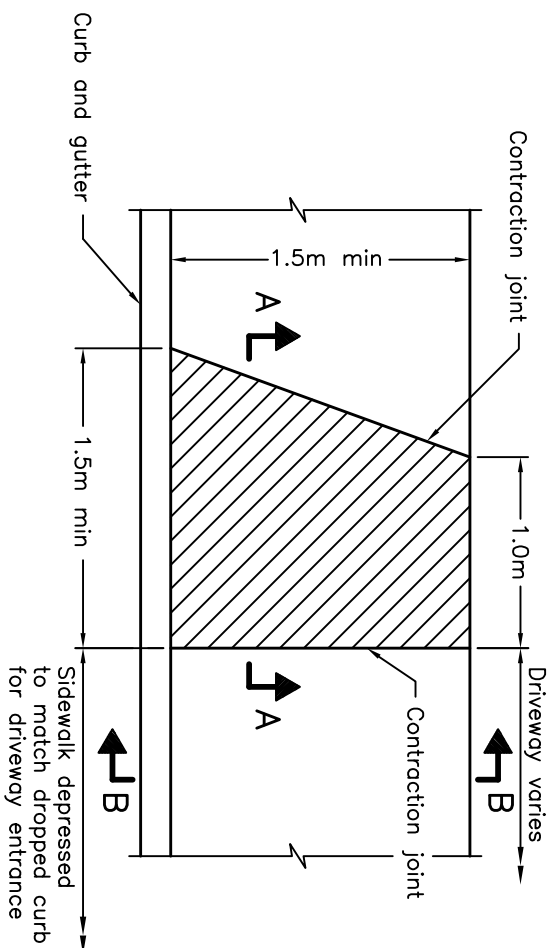
Nov 2019

Rev 1

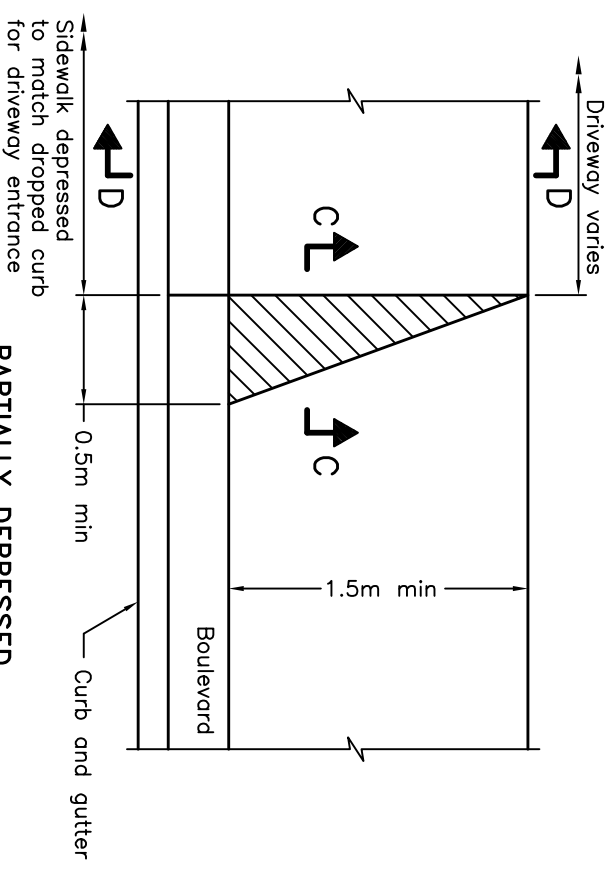
**CONCRETE SIDEWALK RAMPS TACTILE  
WALKING SURFACE INDICATORS  
COMPONENT**

**OPSD 310.039**



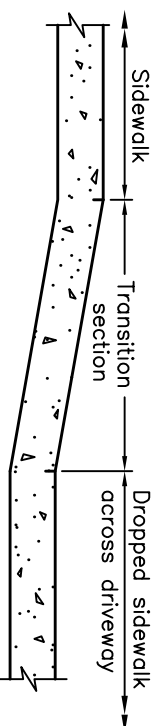


FULLY DEPRESSED

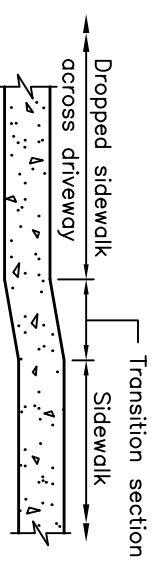


PARTIALLY DEPRESSED

PLAN



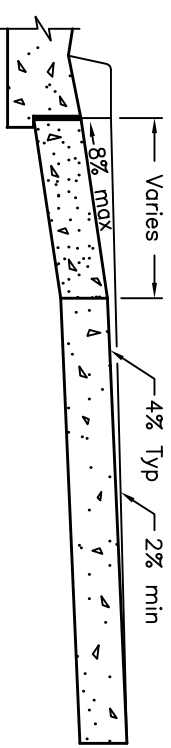
SIDEWALK WITHOUT BOULEVARD  
SECTION A-A



SIDEWALK WITH BOULEVARD  
SECTION C-C



SECTION B-B



SECTION D-D

NOTES:

1 At commercial and industrial driveways, the thickness shall be 200mm.

A For contraction joint detail, see OPSD 310.010.

B All dimensions are in millimetres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING

Nov 2019 Rev 3

CONCRETE SIDEWALK

DRIVEWAY ENTRANCE DETAILS

OPSD 310.050



## SPECIAL PROVISIONS - GENERAL

### 1.0 GENERAL

These general conditions and specifications forming a part of this tender, shall constitute a valid and binding contract between the successful Tenderer and the Corporation of the Town of Blind River and it shall ensure to the benefit of, and be binding upon both their successors, executors, administrators and assigns.

### 2.0 DEFINITIONS

The word "Corporation" or "Owner" means the Corporation of the Town of Blind River.

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

The word "Contract" 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 word "Contractor" 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.

### **3.0 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 that is proposed to be used on the project. This information must comply with OPSS.PROV Form 127, latest version, 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.

### **4.0 COMMENCEMENT & COMPLETION**

After award of contract, the Contractor shall commence work on-site as soon as possible, and no later than June 16<sup>th</sup>, 2025. The Contractor shall work expeditiously to complete the works by no later than August 1<sup>st</sup>, 2025.

Work on the section of sidewalk from Lawton Avenue to Scott Avenue cannot commence until **after June 27<sup>th</sup>, 2025.**

### **5.0 INCLEMENT WEATHER**

There will be no compensation for inclement weather. At the discretion of the Engineer, an extension of time may be granted for any day in which inclement weather conditions prevent the Contractor from proceeding with a controlling operation, in accordance with the Ontario Provincial Standards Municipal General Conditions GC 3.06 of Contract, November 2019.

### **6.0 SCHEDULE AND WORK METHODOLOGY**

Time is of the Essence on this Project with all works to be completed by August 1<sup>st</sup>, 2025, over a total combined construction period of 7 weeks. Prior to the commencement of construction, the Contractor will complete and submit to the Engineer, a detailed construction schedule and a work methodology for review by the Engineer.

The schedule and description of work methods shall be submitted one week prior to the start of construction and shall include, but not necessarily be limited to, the following requirements:

- a) Work a minimum 5 days per week, 8 hours per day on controlling operations except for Statutory Holidays.
- b) Work on the project to be completed within 6 working weeks.

The Contractor will not be allowed to commence construction unless this plan has been submitted to the Engineer for review. It will be the Contractors responsibility to update the schedule at regular intervals as required to ensure that it is current with construction operations.

### **7.0 CONTRACTOR'S REPRESENTATIVE ON SITE**

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.

#### **8.0 LABOUR & MATERIALS**

The contractor shall provide and furnish all manner of labour, materials, apparatus, 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 labour as much as possible for the work under this contract.

#### **9.0 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 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.

#### **10.0 GUARANTEE PERIOD HOLDBACK**

To cover the rectification costs during the guarantee period, the Corporation shall retain 3% of the value of the work done as of the acceptance date. This holdback will be retained for a period of twelve (12) months.

#### **11.0 PROGRESS PAYMENT AND MONTHLY REPORT**

The Engineer shall supply the monthly progress payment report. Statutory Holdback will be in the amount of 10% of the value of work complete.

#### **12.0 SUBSTANTIAL PERFORMANCE**

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

**13.0 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.

**14.0 EXTRA WORK**

- (a) Extra work shall be undertaken as described in subsection GC3.10.02 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 paid under the contingency allowance.

**15.0 QUANTITY OVER RUNS AND UNDER RUNS**

Compensation for quantity over runs and under runs shall be as described in GC 8.01.02 of the General Conditions, as may be modified by item specific provisions.

**16.0 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.

**17.0 UTILITIES**

The Contractor shall be responsible for the protection of all utilities, fences and private property at the job site during the time of construction. The Corporation and Engineer do 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 locate and preserve all utilities and all damages are solely the Contractor's responsibility.

The Contractor shall be responsible for the temporary support of all existing underground or aerial utility plant during construction of the Works. Any costs associated with the support of such utilities will be considered to be included in the unit prices for the various items of work and no additional compensation will be considered.

The Contractor shall, at all times, provide the respective utility companies with access to the work site as may be required. On direction of the Utility the Contractor will be required to have the Utility provide support to utility poles during excavation operations adjacent to the poles.

The costs for utility coordination, protection, support or other preservation requirements necessary to complete the works shall be incorporated into the respective tender items. No separate payment request will be accommodated in relation to utilities.

**18.0 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 and shall be verified by the Contractor prior to completing layout. From this benchmarks 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 benchmarks, 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.

#### **19.0 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 to the satisfaction of the Owner and Engineer.

#### **20.0 DRAWINGS & SPECIFICATIONS**

The drawings and specifications form a part of the official contract. 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.

#### **21.0 CONDUCT OF 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.

#### **22.0 ENGINEER'S AUTHORITY**

The Engineer may supervise 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.

The Engineer 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.

The Engineer shall, within a reasonable time, render 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.

#### **23.0 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.

#### **24.0 ENVIRONMENTAL CONTROLS**

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. 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.

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 water body or storm sewer system. Any such material, which inadvertently enters a water body or storm sewer system, shall be removed by the Contractor, at his own expense, in a manner satisfactory to the Contract Administrator.

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 dewatering is 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.

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 and 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.

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.

## **25.0 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:

<b>Regulatory Authority</b>	<b>Notification Requirement</b>
MOECP: Spills Action Centre (SAC) 1-800-268-6060	For notification of a spill to the environment under the Environmental Protection Act
Municipality: Town of Blind River (705) 356-2251	For notification of a spill to the environment under the Environmental Protection Act
MOECP: Sault Ste. Marie District Office (705) 942-6354 1-800-263-1035	For Waste Management Approval under the Environmental Protection Act
MNR: Blind River Area 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 – Blind River (705) 356-2244	For notification of a Dangerous Occurrence involving dangerous goods under the Transportation of Dangerous Goods Act

## **26.0 REFUSE & RECYCLING COLLECTION**

The Contractor shall be responsible for arranging with the Town's Refuse & Recycling Collection Provider to ensure uninterrupted service for residents. The Town currently provides curbside pickup for refuse and recycling and during construction the Contractor may be required to provide an alternate pickup location to which the Contractor shall collect and deliver the refuse and recycling. Any costs associated with ensuring refuse and recycling collection is uninterrupted shall be considered to be included in the unit prices for the various items of work and no additional compensation will be considered.

## **27.0 SCHOOL BOARDS & TRANSPORTATION**

The Contractor shall be responsible for notifying the School Boards and associated transportation companies of the work. Any costs associated with notifications shall be considered to be included in the unit prices for the various items of work and no additional compensation will be considered.

## **28.0 EXCESS SOILS**

"O.Reg. 406/19, On-Site and Excess Soil Management" is applicable to this project. As reflected on the form of tender, there is a minimum of 220m<sup>3</sup> of excavation material, generated from the sidewalk and boulevard excavations.

The Contractor shall be responsible for the management and disposal of all excess excavated materials from the works and shall be delivered to the Town of Blind River Municipal Landfill located at 1182 Highway 17, and left in a neat and uniform manner.

The Contractor must discuss with the Public Works Supervisor in advance to identify the locations for disposal at the landfill site, and materials shall be levelled and left in a neat and uniform manner acceptable to the Public Works Supervisor. Upon completion of the hauling, or at any time deemed necessary by the Owner or Contract Administrator, the delivered materials shall be piled-up with a front-end loader or equivalent to minimize occupied space. End dumped piles will not be considered as satisfactory permanent stockpiles.

At a minimum, the Contractor will be responsible for tracking all truck loads of material with time, date, stationing and receiving location information, based on truck box measurements.

Other tracking measures may be required to ensure compliance with the regulations and will be the responsibility of the Contractor. The Contractor will also be responsible for securing the applicable property release forms in accordance with the regulations and OPSS.MUNI 180.

**29.0 AS-CONSTRUCTED DATA**

The Contractor shall record as-constructed data of all installations, both above and below grade to 3cm combined horizontal & vertical accuracy and provide to the Engineer at the end of construction. Data collection shall be in the same Horizontal and Vertical Datum as the project control. Control points outside of the project limits, used for preparation of the design plans will be provided to the Contractor. Any transferring of control information to site benchmarks will be the responsibility of the Contractor. Any costs associated with establishing site control as well as collection and delivery of data shall be considered to be included in the unit prices for the various items of work and no additional compensation will be considered.

**30.0 NO NIGHT WORK**

No work shall occur between sunset and sunrise for the entire duration of the Contract, unless otherwise approved by the Owner.

**31.0 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.

**32.0 DUST CONTROL**

The Contractor shall be responsible for any dust control that may be required to complete the works. Any costs associated with dust control shall be considered to be included in the unit prices for the various items of work and no additional compensation will be considered.

**33.0 MATERIAL TESTING**

TULLOCH will provide QA Material Testing, on behalf of the Owner, however the Contractor will be responsible for coordinating all required testing with TULLOCH's site inspector or TULLOCH's Materials Testing Lab in Sault Ste. Marie. In addition, any inefficiencies on the part of the Contractor, ie. cancelled testing, excessive delays or standbys, small test batches, or failed testing which will require retesting, will be the responsibility of the Contractor and the associated costs will be retained by the Owner from monies owed to the Contractor.

The Contractor shall prepare significant lengths of work requiring concrete testing so to not be incurring testing costs for small concrete pours. Testing costs for small pours that are avoidable will be retained by the Owner from monies owed to the Contractor. The Contractor shall also be responsible for completing their own QC testing per OPSS.

**SUPPLEMENTARY SPECIFICATIONS  
TO ONTARIO PROVINCIAL STANDARD SPECIFICATIONS**

**ITEM 1            MOBILIZATION/DEMOBILIZATION**

**SCOPE**

The item is for the mobilization and demobilization of all contract related works.

**CONSTRUCTION**

The Contractor will mobilize the equipment and materials to the site to allow the completion of the works. 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.

**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 2            BONDING**

**SCOPE**

This special provision describes the provision of bonding required for the Contract.

**DESCRIPTION**

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

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

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

**MEASUREMENT FOR PAYMENT**

There will be no measurement for payment. Payment will be by lump sum. Full payment for this item will be made with the first progress payment.

#### BASIS OF PAYMENT

Payment at the Contract Price shall include full compensation for all requirements to provide the bonding as stipulated.

### **ITEM 3**

#### **TRAFFIC CONTROL**

##### SCOPE

This item is for the completion of Traffic Control during construction.

##### REFERENCES

The requirements outlined in OPSS.MUNI 706 shall apply to this item.

##### CONSTRUCTION

The Contractor must comply with the requirements of the Town of Blind River in regard to Traffic Flow on Municipal Streets. Temporary, short term closures of the outside, (parking) lane, between intersecting roads may be permitted for the construction of the works, provided notification to affected residents and businesses, as well as alternate access is provided. The road must be reopened to two lanes of traffic each night. Exceptions may be made, however it is at the Town's discretion. Pedestrian access must be maintained at all times, again with exceptions at the Town's discretion during placement and curing of concrete.

The Contractor shall prepare a Traffic Plan for review by the Engineer and Town of Blind River in advance of construction.

Traffic Control Signage shall include all work to fulfil requirements of Book 7 – Temporary Conditions of the Ontario Traffic Manual.

Notification in accordance with section GC7.07 of the General Conditions of the Contract shall be made to all applicable agencies by the Contractor.

##### MEASUREMENT FOR PAYMENT

There will be no measurement for payment for traffic control. Payment will be by lump sum. Where payment for work is split over multiple certificates, payment will be prorated over the length of the contract as decided by the Engineer.

##### 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 5 ASPHALT PAVEMENT REMOVAL, FULL DEPTH**  
**ITEM 6 CONCRETE SIDEWALK REMOVAL**

**SCOPE**

These items are for the removal of existing asphalt pavement (boulevards and entrances) and concrete sidewalk.

**REFERENCES**

The requirements outlined in OPSS.MUNI 180 and OPSS.MUNI 510 shall apply to these items.

**CONSTRUCTION**

All removal limits shall be sawcut. Concrete and asphalt materials shall be removed separately from the underlying granulars resulting in a clean product.

Asphalt shall remain the property of the Town and shall be delivered to the Town's Boom Camp Road Pit and stockpiled where indicated by the Public Works Supervisor. Concrete is the responsibility of the Contractor for disposal; however concrete will also be accepted at the Town's Boom Camp Road Pit. Concrete and asphalt will not be accepted at the Town's landfill.

Asphalt materials shall be removed from boulevards and to 1m from the back and front of the sidewalk where indicated in the Contract Drawings.

The Contractor shall be responsible for the management and disposal of excess material in accordance with OPSS.MUNI 180.

No reliance upon the asphalt depths indicated shall be made by the Contractor in determining associated removal volumes for bid preparation. The Contractor shall estimate for themselves prior to submitting their bids. No compensation will be made based on actual asphalt depths encountered.

**MEASUREMENT FOR PAYMENT**

Measurement for Items 5 & 6 shall be by square metre of each removed and Item 6 shall be by linear metre removed, including all sawcuts. No separate measurement for sawcutting of asphalt or concrete will be made.

**BASIS OF PAYMENT**

Payment at the Contract Price for the above referenced tender items shall be full compensation for all labour, equipment, and materials to do the work.

**ITEM 7                    BRICK PAVERS SIDEWALK REMOVAL**

**SCOPE**

This item is for the work to remove brick paver sidewalks.

**REFERENCES**

The requirements of OPSS.MUNI 180 and OPSS.MUNI 510 shall apply to this item.

**CONSTRUCTION**

The Contractor is required to remove all of the existing paving stones, where indicated on the contract drawings, to facilitate the new sidewalk installation, including paving of a 1m boulevard and paving at the back of the sidewalk. All removal limits shall be sawcut.

Brick pavers are the responsibility of the Contractor for disposal; brick pavers will not be accepted at the Town's landfill.

The Contractor shall be responsible for the management and disposal of excess material in accordance with OPSS.MUNI 180.

**MEASUREMENT FOR PAYMENT**

Measurement for payment shall be in square metres of brick pavers removed, including all sawcuts. No separate measurement for sawcutting of brick pavers will be made

**BASIS OF PAYMENT**

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

**ITEM 8                    CONCRETE SIDEWALK (150mm Thickness)**  
**ITEM 9                    CONCRETE SIDEWALK (250mm Thickness)**

**SCOPE**

This item is for the construction of concrete sidewalks.

**REFERENCES**

The requirements outlined in OPSS.MUNI 314, OPSS.MUNI 351, OPSS.MUNI 919, OPSS.MUNI 1308, OPSS.MUNI 1350, and OPSD 310.010 shall apply to this item.



## MATERIALS

Concrete shall be according to OPSS.MUNI 1350, with a minimum specified 28-day compressive strength of 32 MPa, Class C-2 Exposure. Coarse aggregate for the concrete shall have a nominal maximum size of 19 mm.

Expansion joint filler material shall be asphalt impregnated fiberboard having a minimum of 12mm thickness and shall be according to OPSS.MUNI 1308, Type A.

## CONSTRUCTION

The Contractor shall construct concrete sidewalks at the locations, widths and thicknesses specified in the Contract Documents in accordance with OPSS.MUNI 351 and OPSD 310.010 and OPSD 310.033 including drop curbs for pedestrian crossings and entrances.

Included under Item 9 - Concrete Sidewalk (150mm Thickness) and Item 10 - Concrete Sidewalk (250mm Thickness) is the excavation of the underlying materials as per the contract drawings and OPSS.MUNI 206 and OPSS.MUNI 180, as well as supply and placement of 150mm Granular A base material, per OPSS 1010. Subgrade and base materials shall be compacted in accordance with OPSS.MUNI 501. Excess soils shall be managed in accordance with SP28.

Formwork shall be according to OPSS.MUNI 919 and shall be set true to the lines and grades specified in the Contract Documents and in direct contact with the subgrade or granular course.

Concrete sidewalk shall be 1.5m in width wherever possible.

Sections of concrete sidewalk at the commercial entrances shall have a thickness of 250mm as identified per OPSD 310.010. Reinforcing shall be included in concrete sidewalks constructed at the below listed entrances. Reinforcing shall be welded mesh MW9.1 x MW9 x 152.

- Woodward Ave – Entrance into LCBO (9m length)
- Murray St - Entrance into LCBO (6m length)
- Murray St - Entrance into Ecole Saint-Joseph (10m length)

Concrete sidewalk placed abutting concrete curb and gutter or existing concrete sidewalk shall be separated utilizing an expansion joint of bituminous impregnated softboard, 12mm thick.

## MEASUREMENT FOR PAYMENT

Measurement for payment for the item shall be by area in square metre of concrete sidewalk installed. There will be no measurement for excavation or granulars as this is included elsewhere or as a part of this item.

## BASIS OF PAYMENT

Payment at the Contract Price for the above referenced tender items shall be full compensation for all labour, equipment, and materials to do the work, including supply and installation of sidewalk reinforcing.

## **ITEM 10 TACTILE WALKING SURFACE INDICATORS**

### SCOPE

This item is for the supply and installation of tactile walking surface indicators at all pedestrian crossing locations. The Contract Administrator shall review the locations with the Contractor prior to installation.

### REFERENCES

The requirements outlined in OPSS.MUNI 351 and OPSD 310.039 shall apply to this item.

### MATERIALS

Tactile walking surface indicators shall be cast iron, 0.61m in width.

### CONSTRUCTION

Tactile walking surface indicators shall be a minimum of 1.22m in length and be centred within the sidewalk width, constructed in accordance with OPSS.MUNI 351. Adjacent panels shall be permanently connected using a locking mechanism with hot dipped galvanized hardware.

Tolerances shall be set in accordance with the Accessibility for Ontarians with Disabilities Act (AODA).

### MEASUREMENT FOR PAYMENT

Measurement for payment shall be made for each complete tactile walking surface indicator plate assembly installed.

### BASIS OF PAYMENT

Payment at the Contract Price for the above referenced tender items shall be full compensation for all labour, equipment, and materials to do the work.

## **ITEM 11 Remove and Salvage Interlocking Brick Pavers (Driveway)**

### SCOPE

This Item is for the salvaging and reinstatement of interlocking brick pavers at 17 Muray Street.

## REFERENCES

The requirements outlined in OPSS.MUNI 510 shall apply to this Item.

## MATERIALS

N/A

## CONSTRUCTION

Removal, salvage, transportation, and safe storage of Interlocking Concrete Pavers in driveways to the limits indicated on the contract drawings. Salvage of concrete brick pavers shall be in accordance with OPSS 510.07.01.03. The Contractor shall be responsible for the temporary safe storage of the pavers for reinstatement, including keeping an inventory of the location in which the pavers were salvaged from and are to be reinstated to. Damaged or broken pavers shall be replaced by the Contractor at no expense to the owner. The Contractor shall make every attempt to match any new paving stone to existing and to the satisfaction of the Engineer.

## MEASUREMENT FOR PAYMENT

Measurement for payment for this item shall be by area in square metre of interlocking brick pavers for salvage and reinstatement.

## BASIS OF PAYMENT

Payment at the Contract Price for the above referenced tender items shall be full compensation for all labour, equipment, and materials to do the work, including supply and installation of sidewalk reinforcing.

## **ITEM 12      HL3 HOT MIX ASPHALT – DRIVEWAY & BOULEVARDS**

### SCOPE

The item is for the supply and placement of HL3 asphalt.

### REFERENCES

The requirements outlined in OPSS.MUNI 308 and OPSS.MUNI 1150 shall apply to these items.

### SUBMISSION AND DESIGN REQUIREMENTS

The Mix Design shall be Contractor Mix Design as specified in OPSS.MUNI 1150.04.01.02.

## MATERIALS

Asphalt Cement shall be PGAC 58-34.

## CONSTRUCTION

Supply and placement of HL3 Asphalt shall be completed in accordance with OPSS.MUNI 310, including tack coating of all concrete surfaces.

Included under the Item HL3 Asphalt – Driveway & Boulevards is the preparation of the subgrade per OPSS.MUNI 206 and OPSS.MUNI 180, as well as supply and placement of 150mm Granular A base material, per OPSS 1010. Subgrade and base materials shall be compacted in accordance with OPSS.MUNI 501. Excess soils shall be managed in accordance with SP28.

## MEASUREMENT FOR PAYMENT

Measurement for payment for the Item HL3 Asphalt – Driveway & Boulevards, shall be by square metres of asphalt placed.

There will be no measurement for excavation, granulars or tack coating associated with this item.

## BASIS OF PAYMENT

Payment at the Contract Price for the above tender items shall be full compensation for all labour, equipment, and materials to do the work, including the excavation, base granulars and tack coating.

## ITEM 13

### TOPSOIL AND SOD

#### SCOPE

This item is for the installation of imported topsoil and sod.

#### REFERENCES

The requirements outlined in OPSS.MUNI 802 and OPSS.MUNI 803 shall apply to this item.

## MATERIALS

Topsoil shall be imported.

## CONSTRUCTION

Topsoil shall be placed to a compacted uniform depth of 100mm on areas specified in the Contract Drawings and as directed by the Engineer. The Contractor shall excavate or

fill to grades and elevations required for placement of the topsoil and sod to final elevations.

Sodding shall not commence until the surface preparation has been approved in writing by the Contract Administrator.

#### MEASUREMENT FOR PAYMENT

Measurement for payment for the item shall be by the square metre coverage of topsoil and sod placed to a minimum 100mm depth.

#### BASIS OF PAYMENT

Payment at the Contract Price for the above referenced tender item shall be full compensation for all labour, equipment, and materials to do the work.

<b>ITEM 14</b>	<b>REMOVAL OF PAVEMENT MARKINGS</b>
<b>ITEM 15</b>	<b>PAVEMENT MARKINGS, 10cm YELLOW SOLID</b>
<b>ITEM 16</b>	<b>PAVEMENT MARKINGS, 20cm WHITE SOLID</b>
<b>ITEM 17</b>	<b>PAVEMENT MARKINGS, STOP BLOCKS 60cm</b>

#### SCOPE

This item is for the removal and installation of pavement marking as detailed in the Contract Drawings.

#### REFERENCES

The requirements outlined in OPSS.MUNI 710, OPSS.MUNI 1716 and OPSS.MUNI 1750 shall apply to this item.

#### MATERIALS

Pavement markings and symbols shall be applied with Traffic Paint with Glass beads in accordance with OPSS 1750.

#### CONSTRUCTION

Pavement markings shall be removed by obliteration as detailed in the Contract Drawings.

Permanent pavement markings for the reinstated crosswalk and stop block shall be placed in accordance with the Contract Drawings.

#### MEASUREMENT FOR PAYMENT

Measurement for Payment for the above tender items shall be lump sum for Item 13, in linear metres for Items 14 and 15, and by each for Item 16, in accordance with OPSS.MUNI 710.

#### BASIS OF PAYMENT

Payment at the Contract Price for the above referenced tender item shall be full compensation for all labour, equipment, and materials to do the work.

## **SUPPLEMENTAL GENERAL CONDITIONS OF CONTRACT**

### **SECTION GC1 INTERPRETATION**

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

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

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

### **SECTION GC2 CONTRACT DOCUMENTS**

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

Notwithstanding the provisions of GC2.01 in the General Conditions the Contractor shall be totally responsible for the location and protection of all existing sewer and watermain, individual services and utility lines regardless if they are shown on the Contract Drawings or not. The existing services and utilities which are shown on the drawings are derived from existing records or surface locates and therefore their location can only be considered to be approximate. Obtain surface locates from all applicable utilities before commencing construction.

### **SECTION GC7 CONTRACTOR’S RESPONSIBILITIES AND CONTROL OF THE WORK**

#### **GC7.04 Damage by Vehicles or Other Equipment**

Paragraph .01 of Subsection GC7.04 is deleted and replaced with the following:

.01 If at any time, in the opinion of the Contract Administrator or the Road Authority, damage is being done or 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, 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 and the Road Authority. The Contractor shall, at no extra cost to the Owner, be responsible to rectify the damage done to the Roadway to the satisfaction of the Road Authority.

#### **GC7.11 Notices by the Contractor**

Subsection GC7.11 is amended by the addition of the following:

- .03 Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the Contract Administrator. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1990, Chapter E.19. All spills or discharges of liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps, and liquid type transformers under the control of the Contractor, and all spills or discharges from this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the Contract, be assumed to contain PCB's and shall forthwith be reported to the Contract Administrator. This reporting will not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.

#### **GC7.16            Warranty**

Subsection GC7.16 is amended by the addition of the following:

- .04 To cover rectification costs during the warranty period, the Owner will retain **3% (three percent)** of the value of Work done, such amount being held back in each progress certificate. Additional monies will be held back as required by provincial statutes. Holdbacks held to cover rectification costs will be retained for a period of twelve months after the date of Completion.
- .05 The Contractor shall pay for all additional contract administration, inspection, and material testing costs incurred by the Owner resulting from warranty repair works. Such payments shall be deducted from the warranty holdback amount prior to its release.

### **SECTION GC8 MEASUREMENT AND PAYMENT**

#### **GC8.01.02            Variations in Tender Quantities**

Paragraph .01 is amended by deleting 60 Days in the last paragraph and inserting 5 Days.

#### **GC8.02.05.04            Payment for Labour**

Clause GC8.02.05.04 is amended by the addition of the following:

- .04 Payments in respect of Payroll Burden will be made at the following rates:
- (a) Road & Site work - 26 percent of the wages and salary portion of the labour costs.
  - (b) Structure work - 30 percent of the wages and salary portion of the labour costs.

Where the total labour costs on a Time and Material basis exceeds \$ 15,000 per contract for road/structure work, and upon a written request by the Contractor for payment of Payroll Burden in excess of that prescribed herein, the Owner will make payment for work on a Time and Materials basis at the Contractor's actual cost of Payroll Burden as defined.

The Contractor's request shall be accompanied by a confirming statement certified by the Contractor's senior financial officer/auditor. 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.



**GC8.02.09****Liquidated Damages**

Pursuant to Subsection GC8.02.09 of the General Conditions, should the Contractor fail to complete the Work in accordance with the Contract and to the satisfaction of the Engineer within the time specified in the Form of Tender, or as amended on the written authority of the Engineer, the Contractor shall pay to the Owner the sum of **\$1,000.00** for each working day that the Work shall remain unfinished after such time. Such payments are agreed upon and fixed as liquidated damages that the Owner will suffer by reason of delay and default and are not as a penalty. The Owner may deduct and retain the amount of such liquidated damages out of the monies which may be due or become due to the Contractor under the Contract.

## AGREEMENT BETWEEN OWNER & CONTRACTOR

THIS AGREEMENT made ON THE \_\_\_\_ Day of \_\_\_\_\_ 2025

by and between:

---

The Corporation of the Town of Blind River

---

(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) Removal and replacement of existing sidewalks parallel to Murray Street, from the intersection of Murray Street and Woodward Avenue easterly to the intersection of Murray Street and Huron Avenue. The Work also includes miscellaneous paving of boulevard's and the placement of sod at selected locations.
- (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) Instructions to Tenderers       |
| (b) Addenda                 | (h) Tender                          |
| (c) Special Provisions      | (i) Supplemental General Conditions |
| (d) Contract Drawings       | (j) General Conditions              |
| (e) Standard Specifications | (k) Working Drawings                |
| (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 **Corporation of the Town of Blind River**

Owner's Name

**11 Hudson Street**

Street and Number and Postal Box Number if Applicable

**Blind River, Ontario, P0R 1B0**

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

**P.O. Box 579, 200 Main Street**

Street and Number and Postal Box Number if Applicable

**Thessalon, Ontario, P0R 1L0**

Post 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 Issued for Tender Drawings 24-0641-C1, 24-0641-C2, 24-0641-C3, 24-0641-C4, 24-0641-C5, 24-0641-C6 dated April 29<sup>th</sup>, 2025, 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



## OPSS MUNI GENERAL CONDITIONS OF CONTRACT

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## **SECTION GC 1.0 - INTERPRETATION**

### **GC 1.01                      Captions**

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

### **GC 1.02                      Abbreviations**

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

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

### **GC 1.03                      Gender and Singular References**

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

## GC 1.04

## Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Day** means a calendar day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**Surety** means the person, partnership or corporation, other than the Contractor, licensed in Ontario to transact business under the Insurance Act, R.S.O. 1990, c.I.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 Contractor's 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.



TOWN OF BLIND RIVER

MURRAY STREET SIDEWALK IMPROVEMENTS

11 HUDSON STREET  
BLIND RIVER, ON



KEY PLAN  
N.T.S.

LIST OF DRAWINGS		
No.	Rev.	DRAWING DESCRIPTION
C1	0	MURRAY STREET – WOODWARD AVENUE TO LAWTON AVENUE
C2	0	MURRAY STREET – LAWTON AVENUE TO SCOTT AVENUE
C3	0	MURRAY STREET – LAWTON / MURRAY INTERSECTION
C4	0	MURRAY STREET – SCOTT AVENUE TO HURON AVENUE
C5	0	TYPICAL SECTIONS
C6	0	NOTES



PROJECT No. 24-0641







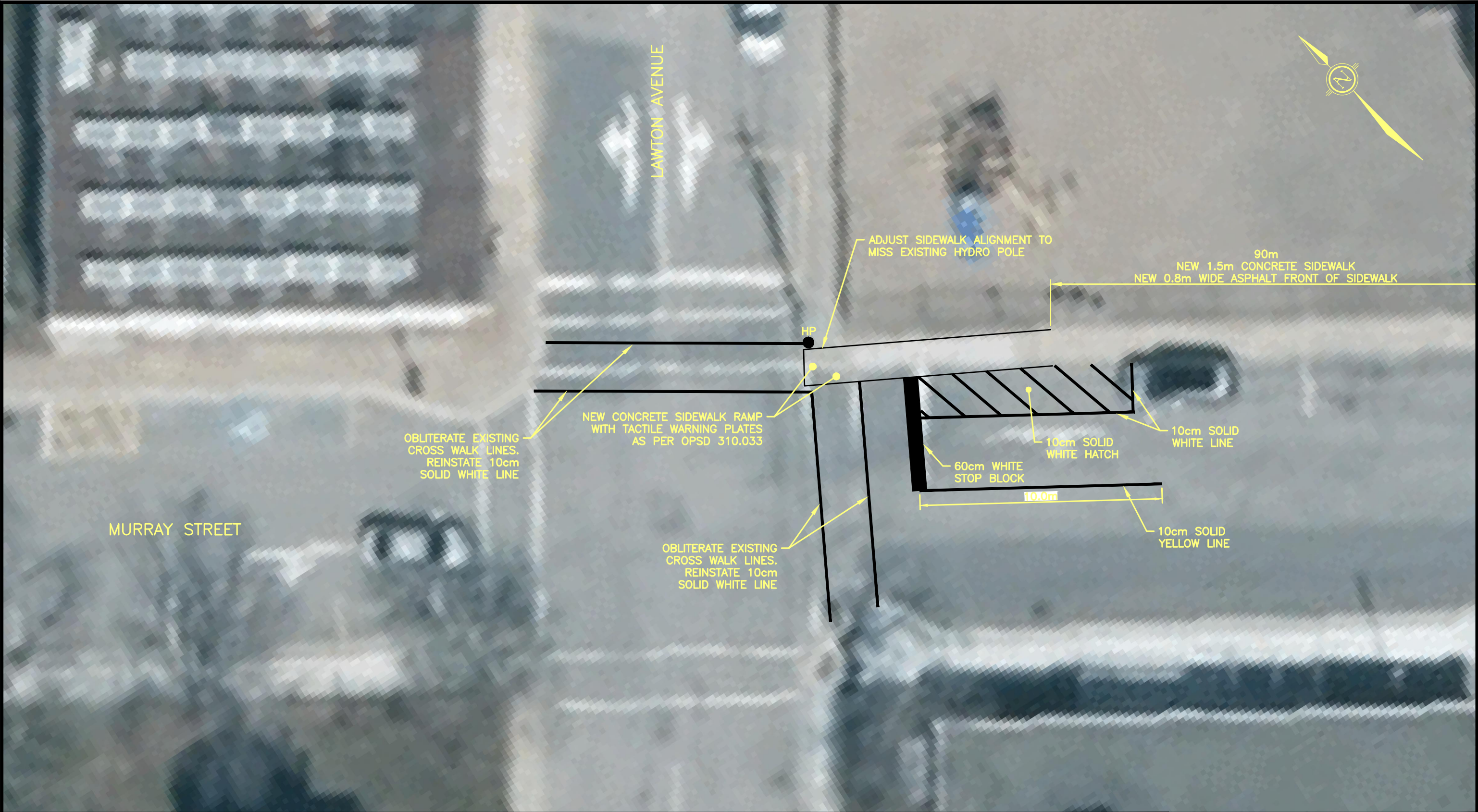
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						DRAWING:  <b>MURRAY STREET - LAWTON AVENUE TO SCOTT AVENUE</b>	PROJECT:  <b>TOWN OF BLIND RIVER MURRAY STREET SIDEWALK IMPROVEMENTS</b>	DRAWN BY:	CHECKED BY:	PROJECT No. :	
								JTS	CLK	24-0641	
								DESIGNED BY:	APPROVED BY:	DRAWING No.	REVISION No.
								JSS	JSS	<b>C2</b>	<b>0</b>
								SCALE:	DATE:		
0	25/04/29	JSS	Issued For Tender					N.T.S.	APR. 29, 2025		
No.	DATE	BY	ISSUES / REVISIONS								



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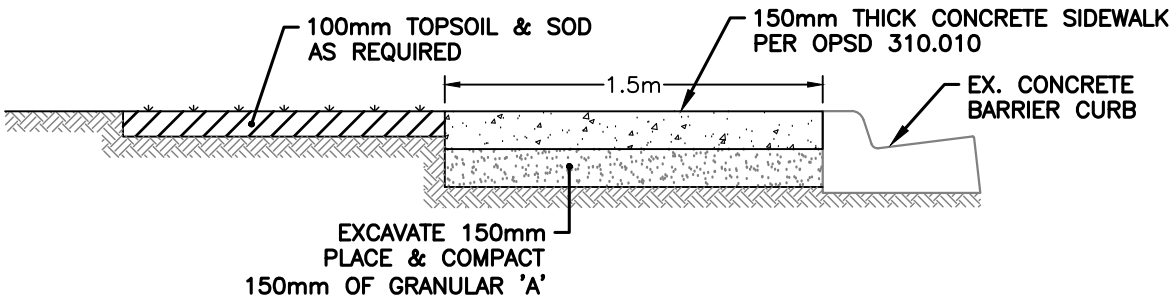
						DRAWING:  <b>MURRAY STREET - MURRAY / LAWTON INTERSECTION</b>	PROJECT:  <b>TOWN OF BLIND RIVER MURRAY STREET SIDEWALK IMPROVEMENTS</b>	DRAWN BY:	CHECKED BY:	PROJECT No. :	
								JTS	CLK	24-0641	
								DESIGNED BY:	APPROVED BY:	DRAWING No.	REVISION No.
								JSS	JSS	C3	0
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No.	DATE	BY	ISSUES / REVISIONS		N.T.S.	APR. 29, 2025					



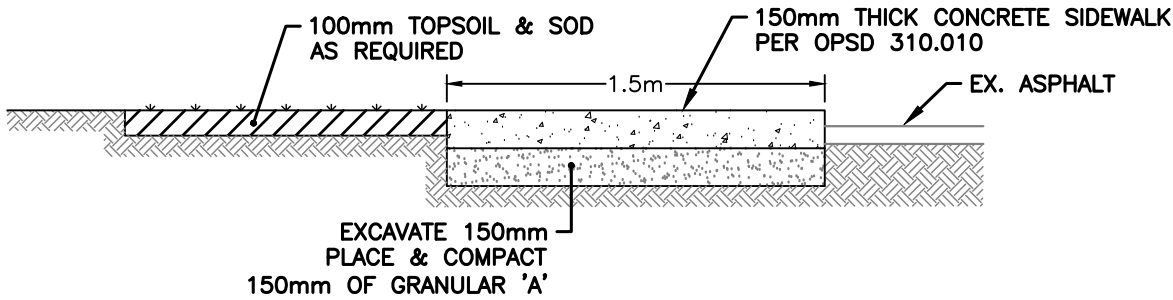




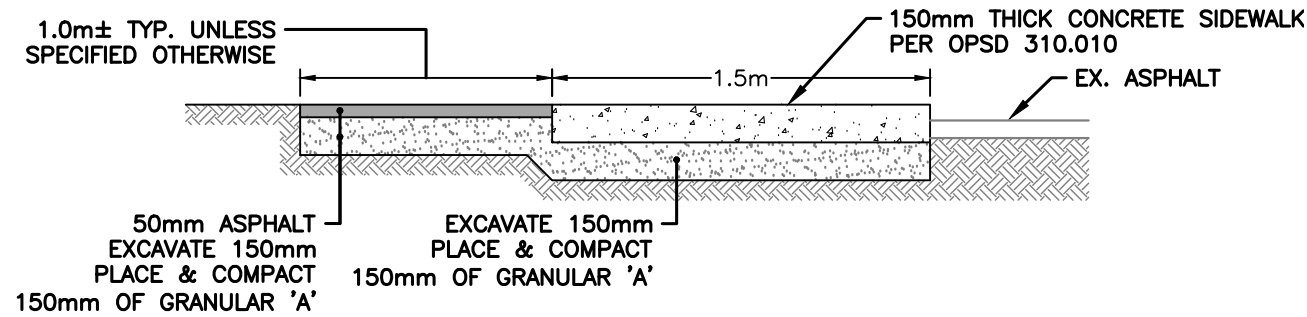
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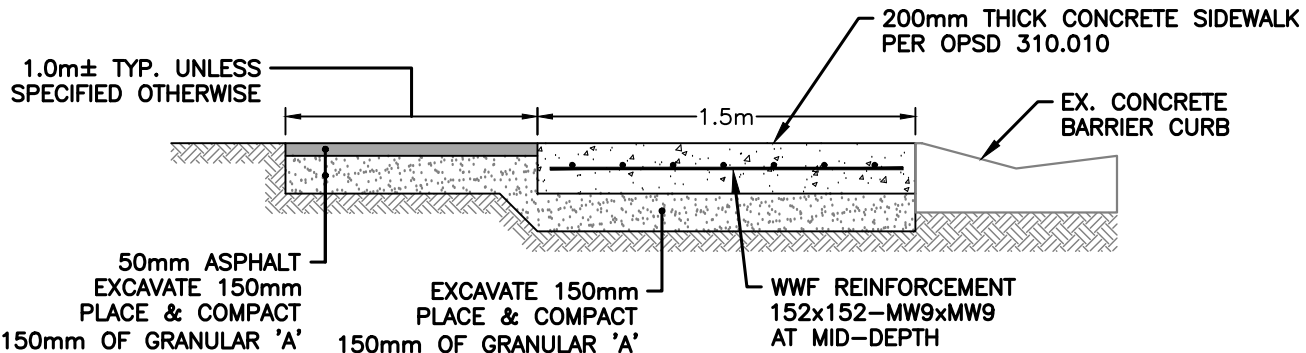
TYPICAL SIDEWALK SECTION - TOPSOIL & SOD BACK OF SIDEWALK WITH CURB  
SCALE: 1:30



TYPICAL SIDEWALK SECTION - TOPSOIL & SOD BACK OF SIDEWALK WITHOUT CURB  
SCALE: 1:30



TYPICAL SIDEWALK SECTION - ASPHALT BACK OF SIDEWALK  
SCALE: 1:30



TYPICAL ENTRANCE SIDEWALK SECTION  
SCALE: 1:30



TYPICAL SECTIONS

TOWN OF BLIND RIVER  
MURRAY STREET  
SIDEWALK IMPROVEMENTS

DRAWN BY: JTS	CHECKED BY: CLK	PROJECT No. : 24-0641	
DESIGNED BY: JSS	APPROVED BY: JSS	DRAWING No. <b>C5</b>	REVISION No. <b>0</b>
SCALE: N.T.S.	DATE: APR. 29, 2025		

0	25/04/29	JSS	Issued For Tender
No.	DATE	BY	ISSUES / REVISIONS

INFORMATION PRESENTED ON THIS DRAWING IS BASED UPON INFORMATION RECEIVED FROM THE FOLLOWING SOURCES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL EXISTING SERVICES AND UTILITIES PRIOR TO PROCEEDING WITH ANY WORK**

THE CONTRACTOR SHALL NOT OPERATE ANY EXISTING SERVICE VALVES WITHOUT CONTACTING AND OBTAINING PERMISSION FROM THE SPECIFIC UTILITY OWNER

ONTARIO PROVINCIAL STANDARD SPECIFICATIONS (OPSS), AND ONTARIO PROVINCIAL  
STANDARD DRAWINGS (OPSD) TO APPLY UNLESS OTHERWISE STATED.

**CONSTRUCTION PHASING SHALL BE DETERMINED BY THE OWNER**

**SILTATION CONTROL PLAN NOTES:**

ALL SEDIMENT CONTROL DEVICES TO BE ROUTINELY INSPECTED AND MAINTAINED IN PROPER WORKING ORDER UNTIL AREAS ARE STABILIZED.

THE SITE WILL BE WET DOWN IF NECESSARY TO CONTROL DUST.

**SURFACE EROSION PROTECTION SHOULD BE APPLIED FOR ALL DISTURBED AREAS, SUBJECT TO EROSION , UNTIL VEGETATION IS ESTABLISHED.**

• DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

- ONLY MATERIAL OBTAINED FROM A LICENSED GRAVEL AGGREGATE SOURCE WILL BE ACCEPTED IN THIS CONTRACT. NO SLAG OR RAP PRODUCTS WILL BE ACCEPTED.

- GRANULAR "A" WILL CONFORM TO OPSS MUNI 1010 EXCEPT 100% MUST PASS THE 22.4mm SIEVE. THE CONTRACTOR SHALL INCLUDE ALL LABOUR, EQUIPMENT AND MATERIAL NECESSARY TO SUPPLY, PLACE, COMPACT AND GRADE GRANULAR "A". COMPACTION OF GRAN "A" TO BE 100% SPMD

- ALL LANDSCAPE AREAS TO CONSIST OF 50mm OF SCREENED TOPSOIL AND SOD, UNLESS NOTED OTHERWISE ON LANDSCAPING OR CIVIL PACKAGE.
- TOPSOIL SHALL CONFORM TO OPSS 802, SOD SHALL CONFORM TO OPSS 803 AND COVER SHALL CONFORM TO OPSS 804
- SEED SHALL BE STANDARD ROAD SIDE MIX AND COVER SHALL BE HYDRAULIC MULCH.
- SOD SHALL BE MAINTAINED FOR 1 YEAR FROM SUBSTANTIAL COMPLETION

- THE CONTRACTOR SHALL PROVIDE A JOB MIX FORMULA MEETING ALL THE REQUIREMENTS AND SHALL BE ACCORDING TO OPSS 1150.04.01.02.

- | MIX | TYP     | MARSHALL STABILITY: MINIMUM N AT 60°C | % AIR VOIDS |
|-----|---------|---------------------------------------|-------------|
| HL4 | SURFACE | 12000                                 | 3-5         |

- RESTORATION:**

- CONCRETE SIDEWALK:**

- SIDEWALK AS PER OPSS 351
- SIDEWALK TO BE MIN. 150mm THICK W/ 152X152-MW9XMW9 WIRE MESH AT MID DEPTH.
- SIDEWALK BEDDING TO BE 150mm GRANULAR 'A' COMPACTED TO 100% SPMD.
- CURING IN ACCORDANCE WITH OPSS 904, BURLAP & WATER, OR AN APPROVED EQUIVALENT
- SIDEWALK TO BE SLOPED MIN. 2% AWAY FROM BUILDING.
- PROVIDE FULL DEPTH EXPANSION JOINTS, UTILIZING 12mm THICK BITUMINOUS IMPREGNATED SOFT BOARD. SHALL BE AT MAXIMUM INTERVALS OF 12m.

- **TULLOCH ENGINEERING & THE OWNER 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.**

- 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.

- ALL MATERIALS, PIPES, STRUCTURES, APPURTENANCES TO BE CSA APPROVED
- ALL MATERIALS TO BE SUPPLIED BY THE CONTRACTOR
- CONTRACTOR TO CONFIRM INVERTS/SIZE OF EXISTING INLET/OUTLET PIPING PRIOR TO ORDERING TANKS

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY PROTECTION AND SUPPORT OF UTILITIES AS REQUIRED AND AS DIRECTED BY THE UTILITIES REPRESENTATIVE. BACKFILL AND BEDDING SHALL BE PLACED USING PROPER PLACEMENT AND COMPACTION PROCEDURES TO THE SATISFACTION OF THE UTILITY REPRESENTATIVE INVOLVED.

- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL MATERIALS TESTING AND INSPECTIONS WITH A CCIL CERTIFIED LABORATORY.

- TESTING SHALL BE COMPLETED ON ASPHALT, CONCRETE AND AGGREGATES AT THE

- ANY DEFECTIVE AREAS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE ENGINEER.

- COLOUR TO BE FEDERAL YELLOW

- SIZE TO BE 0.6m X 1.2m U.N.O.
- PRODUCT TO BE ACCESS TILE BY KINESIK (OR APPROVED EQUAL)