

MCPHEE BRIDGE REHABILITATION
TOWNSHIP OF NORTH GLENGARRY

CONTRACT NO. PW 1025

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**MCPHEE BRIDGE REHABILITATION
TOWNSHIP OF NORTH GLENGARRY**

CONTRACT NO. PW 1025

SECTION “A”

INFORMATION FOR TENDERERS

INFORMATION FOR TENDERS

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TOWNSHIP OF NORTH GLENGARRY

CONTRACT No. PW 1025

McPHEE BRIDGE REHABILITATION

A-1 TENDER CALL

The Public Works Department of the Township of North Glengarry invites Tenders for:

Contract Number: **PW 1025**

Described as:

Rehabilitation of McPhee Bridge, on McPhee Road 1.10km north of UCSDG County Road 10 (Glen Robertson Road).

Tenders shall be addressed and delivered to:

Township of North Glengarry
3720 County Road 34, R.R. 2,
Alexandria, Ontario, K0C 1A0

ATT: Timothy Wright, Director of Public Works
TEL: (613) 525 1110

Alternatively, Electronic Submissions may be emailed to:

pwdirector@northglengarry.ca

(Note: Electronic submissions must be in PDF format. Please include "TENDER: Contract No. PW 1025 - McPhee Bridge" in the email subject line. The Township's email server timestamp will act as the official time of receipt)

Tenders shall be received until:

September 8, 2026, 2:00pm

Tentative Contract Award, on or about:

September 15, 2026

Work Completion Dates:

November 30, 2026

A-2 SCOPE OF WORK

The general scope of work (for each structure) includes, but is not necessarily limited to the following:

McPhee Bridge (Structure No. 44):

Mobilization and demobilization; implementation of environmental protection and erosion/sediment control measures; installation and maintenance of full road closure detour signing; removal of existing timber deck, timber curbs, and bridge barriers; removal of existing approach guiderail; removal and reinstatement of the top 150mm of the concrete ballast walls using structural repair mortar; supply and installation of a new transverse laminated timber deck with longitudinal running boards and timber curbs; supply and installation of a new steel deck barrier system bolted to the exterior girders; earth excavation and installation of new gabion basket retaining walls at all four quadrants including rip-rap slope protection; and provisional reinstatement of the roadway approaches (gravel or paved) including new approach steel beam guiderail with MASH energy attenuating terminals.

A-3 COMPLETION AND SUBMISSION OF TENDERS

The correct Tender Form, as supplied by the Owner, must be used and in the possession of the Owner on or before the Tender Closing Date and Time. Bids received after Closing Time will not be considered.

The Tender must be legible, written in ink or typewriter, and all items must be bid where stipulated with the unit price for every item and other entries clearly shown.

The bid must not be restricted by a statement added to the Tender Form or a covering letter, or alterations to the Tender Forms provided by the Owner.

The Tenderer shall submit to the Owner:

- a) the Tender;
- b) the Agreement to Bond; and
- c) all Addenda issued by the Engineer or Owner with respect to this Contract.

A-4 TENDER DEPOSIT

A Tender Deposit is not required for this Contract.

A-5 AGREEMENT TO BOND

Bidders must have the "Agreement to Bond" form of this Contract or an acceptable alternative Agreement to Bond form completed by their Bonding Companies or an "agreement to provide a

letter of credit” completed by their bank or financial institute and the same must be submitted with their Tender in order to validate their bids.

A-6 GUARANTEED MAINTENANCE PERIOD

The Guaranteed Maintenance Period shall be a period of one (1) year from the date of publication of the Substantial Completion Certificates in the Daily Commercial News. During this period, the Contractor shall maintain all work and carry out such repairs as directed by the Engineer. Repairs, as requested by the Engineer, shall be undertaken within twenty-four (24) hours of notice being given; otherwise, the Engineer shall have such repairs carried out by others and charged against the Contractor.

A-7 MAINTENANCE BOND

Upon completion of this Contract to the satisfaction of the Engineer, the Contractor shall be notified in writing of the acceptance of the works.

The Contractor shall be required to post a maintenance bond in the amount of twenty (20) percent of the Contract price, to guarantee workmanship and materials for a period of twelve (12) months from the date of publication of Substantial Completion in the Daily Commercial News.

Rather than post a new bond, the Contractor may elect to utilize the existing performance bond reduced to the appropriate amount, provided that the maintenance period and coverage is shown on the bond. Where a performance bond, in the form of a letter of credit, or a certified cheque has been chosen, it will be held by the Owner until the twelve (12) month maintenance guarantee period expires.

A-8 INFORMAL OR UNBALANCED TENDERS

Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations 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.

Wherever 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 shall be corrected accordingly.

The Owner reserves the right to waive informalities at his discretion.

A-9 PERFORMANCE BOND AND LABOUR AND MATERIAL PAYMENT BOND

A Performance Bond in an amount equal to one-hundred percent (100%) of the Tender total (of the selected Alternative only) will be required on acceptance of the Contract and prior to the commencement of any work. A Labour and Material Payment Bond in an amount equal to fifty percent (50%) of the Tender total (of the selected Alternative only) will be required on acceptance of the Contract and prior to the commencement of any work. The Bonds will be furnished by a satisfactory surety company with head office in Canada, or authorized to carry on business in Canada. An acceptable alternative to providing bonds is letters of credit in the above amounts furnished by a financial institution with a head office in Canada or authorization to carry out business in Canada.

A-10 EXAMINATION OF SITE

Each Tenderer, at his convenience, must visit the site of the work before submitting his Tender and must satisfy himself by personal examination as to the local conditions to be met with during the construction and conduct of the work. He shall make his own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions. He is not to claim at any time after submission of his Tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions. The Contractor shall contact the applicable water authority with respect to anticipated water levels during construction.

A-11 EXAMINATION OF CONTRACT DOCUMENTS

Each Tenderer must carefully examine all Contract Documents before Submitting his tender and must satisfy himself by personal review of all details that there is no confusing information or discrepancy that could lead to future claims. He shall make his own written inquiry during the tendering period to ensure that he clearly understands all Contract conditions.

At any time after submission of his tender, the tender shall not claim that there was any misunderstanding of the interpretation of the tender documents for the purpose of this tender. The Contract Documents are deemed correct provided that the correct information is available at least at one location in the Contract Documents.

A-12 ACCEPTANCE OR REJECTION OF TENDERS

The Owner reserves the right to reject any or all Tenders or to accept any Tender should it be deemed in the interests of the Owner to do so, and, in particular, if only one Tender is received, the Owner reserves the right to reject it.

Neither the Consulting Engineer nor any officer or employee of the Engineer has authority to make or accept an offer or to enter into a Contract on behalf of the Owner or to create any right against or to impose any obligations on the Owner. Recommendation of a Tender to the Owner for acceptance does not constitute acceptance of the Tender by the Owner.

A Tender is accepted by the Owner and a Contract is made thereby between the Owner and a Tenderer only when an Agreement is executed by the Owner and by the Tenderer, and the acceptance of a Tender and the execution of an Agreement by the Owner is subject to the express condition that the Owner receive Bonds, as required herein and in a form satisfactory to the Solicitor for the Owner, within seven (7) days after notification of the execution of the Agreement by the Owner and has been mailed to the Tenderer whose Tender has been accepted as aforesaid.

The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Tenderer prior to, subsequent to, or by reason of the acceptance or the non-acceptance of a Tender save as provided in the Contract. Tenders are subject to a formal Contract being prepared and executed. The Owner reserves the right to reject any or all Tenders and to waive formalities as the interests of the Owner may require without stating reasons, therefore, and the lowest or any Tender will not necessarily be accepted.

A-13 SUBCONTRACTORS

The Tenderer shall give in the Form of Tender the name and address of each proposed subcontractor used in making up his Tender stating the portion of work allocated to each. Any changes in subcontractors require the approval of the Engineer.

A-14 INDEX AND REFERENCE NUMBERS

All index and reference numbers, either in the Tender Form, plans specifications, etc., are given for the convenience of the Contractor and as such must be taken only as a general guide to the item referred to. It must not be assumed that such numbering is the only reference to each item, but the plans and specifications as a whole must be fully read in detail for each item.

A-15 SCHEDULE OF ITEMS AND PRICES

The quantities shown in the Schedule of Items and Prices, furnished herewith, are for the sole purpose of indicating to the Tenderer the general magnitude of the work. For any work done on a unit price basis, the Contractor will be paid for a measured quantity at the unit price submitted in the Tender, subject to the provisions of the General Conditions.

A-16 ABILITY AND EXPERIENCE OF TENDERERS

It is the purpose of the Owner not to award this Contract to any Tenderer who does not furnish satisfactory evidence that he has the ability and experience in the class of work, and that he has sufficient capital and plant to enable him to prosecute the work successfully and to complete it in the time named in the Contract. The Tenderer shall give in the Form of Tender, three references of projects of similar magnitude to the current project completed by the Contractor. References to include project name, Owner, contact name and phone number.

A-17 SUCCESSFUL TENDERER - WORKPLACE SAFETY INSURANCE BOARD

The successful Tenderer shall provide to the Owner, prior to Contract signing, with a valid Workplace Safety Insurance Board Certificate of Clearance to the satisfaction of the Owner and have its validity updated as necessary.

A-18 SUCCESSFUL TENDERER - EXECUTION OF FORM OF AGREEMENT

The successful Tenderer shall execute, in triplicate, the Form of Agreement provided in the Contract Documents. He shall do so within seven (7) days from the day of Contract Award.

A-19 SUCCESSFUL TENDERER - INSURANCE

The successful Tenderer shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the period during which this Contract is in effect, with insurer's acceptable to the Owner:

- a) Comprehensive General Liability insurance to an inclusive limit of not less than Five Million dollars (\$5,000,000.00) per occurrence for property, damage, bodily injury and personal injury including, at least, the following policy endorsements:
 - (i) The Township of North Glengarry and HP Engineering as additional insured for the purpose of this Contract only;
 - (ii) Cross liability and severability of interest;
 - (iii) Contractual liability;
 - (iv) Independent Contractors;
 - (v) Products and completed operations;
 - (vi) Employer's liability and voluntary compensation;
 - (vii) Firefighting Expenses;
 - (viii) Broad Form Property Damage
 - (ix) 30 day written notice of cancellation;
 - (x) Tenant and legal liability (if applicable); and
 - (xi) Non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- b) All the necessary insurance that would be considered appropriate for a prudent Contractor of this type undertaking a project similar to this Contract, including, where appropriate and without limitation, property, construction and errors and omissions insurance.

Upon Contract Award, the Contractor shall provide the Owner with a valid certificate of insurance that references this Contract, confirms the above requirements and identifies major exclusions in the policy.

A-20 SUCCESSFUL TENDER - TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The successful Tenderer shall complete the work for McPhee Bridge by November 30, 2026.

Pursuant to Special Provision General No. E018, the liquidated damages shall be an amount of five hundred dollars (\$500.00) per day beyond the specified completion dates.

A-21 SUCCESSFUL TENDER - SUBMISSION OF DOCUMENTATION

The successful Tenderer shall submit the documentation required by Sections A-9, A17, A18 and A19 of the Information for Tenderers, within seven (7) working days from the day of Contract award.

If the successful Tenderer fails to submit the required documentation on time, the Owner may, at its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the Owner.

A-22 SUCCESSFUL TENDER - COMMENCEMENT OF WORK

The successful Tenderer shall not commence the work until it has received a Commence Work Order issued by the Owner.

Commence Work Order will be issued by the Owner expeditiously upon submission of all required documents and signing of the Contract by both parties.

Once mobilized on site, the Contractor shall be on site at least 4 days a week (weather permitting) for the duration of the Contract unless approved by the Director of Public Works.

A-23 PROTECTION OF THE ENVIRONMENT

The Contractor will be fully responsible to carry out his work in a manner to comply with all applicable regulatory requirements pertaining to air, water, land and noise pollution as specified in the Environmental Protection Act. Initial contact regarding this project has been made with the applicable agencies.

All required permits unless otherwise explicitly stated elsewhere in Contract Documents will be the responsibility of the Contractor. All other environmental protection measures, which are not specifically mentioned in the Contract Documents, but are required by environmental regulations, shall be deemed to be included in the Tendered price.

A-24 TAXES

The Harmonized Sales Tax (HST) shall be included as indicated on the Form of Tender.

All other applicable taxes and duties shall be included in the tender prices.

A-25 SUPPLY OF MATERIAL

All materials supplied in this Contract shall be obtained from sources listed on the MTO Designated Sources for Materials (OPSS 128), where such a list is available. The Engineer shall be consulted for approval, if such a list does not exist.

Aggregates for concrete, asphalt and granular materials shall be obtained from the most recent MTO approved sources list. Alternatively, recent test data providing written proof that the aggregates meet the requirements of the Contract and OPSS standards shall be provided to the Engineer. Test data must be signed and sealed by a qualified Geotechnical Engineer licenced in the Province of Ontario.

A-26 TRAFFIC CONTROL

In addition to specified requirements outlined in Contract Documents, all traffic control measures, as a minimum, shall conform to MTO Temporary Conditions Manual - Book 7.

A-27 QUERIES DURING TENDER PERIOD

All queries regarding this project shall be address to:

Mr. Nicholas Brown

HP Engineering Inc.

Tel: (613) 695-3737

Fax: (613) 680-3636

Email: nicholas.brown@hpengineering.ca

Mr. Timothy Wright

Director of Public Works

Tel: 613-525-1110

Fax: 613-525-1649

Email: pwdirector@northglengarry.ca

A-28 ADVERTISEMENT OF SUBSTANTIAL COMPLETION

The substantial completion of this Contract shall be advertised in Daily Commercial News by the Contractor. Proof of Advertising shall be provided to the Engineer.

A-29 SPECIAL TERMS AND CONDITIONS

Submission of a proposal constitutes acknowledgement the proponent has read and agrees to be bound by all the terms and conditions of the Request for Proposal.

The Municipality will not make any payments for the preparation of the response to the Request for Proposal. All costs incurred by a proponent will be borne by the proponent.

This is not an offer. The Municipality does not bind itself to accept the lowest price proposal or any proposal submitted.

The Municipality has the right to cancel the Request for Proposal at any time and to reissue it for any reason whatsoever, without incurring any liability and no proponent will have any claim against the Municipality as a result of the cancellation or re-issuing of the Request for Proposal.

The Consultant acknowledges that the Municipality shall have the right to reject any, or all, Proposals for any reason, or to accept any Proposal which the Municipality in its sole unfettered discretion deems most advantageous to itself. The lowest, or any, Proposal will not necessarily be accepted and the Municipality shall have the unfettered right to:

- (i) Accept a non-compliant Proposal;
- (ii) Accept a Proposal which is not the lowest Proposal; and
- (iii) Reject a Proposal that is the lowest Proposal even if it is the only Proposal received.

The Municipality reserves the right to consider, during the evaluation of Proposals:

- (i) information provided in the Proposal document itself;
- (ii) information provided in response to enquiries of industry references set out in the Proposal;
- (iii) information received in response to enquiries made by the Municipality of third parties apart from those disclosed in the Proposal in relation to the reputation, reliability, experience and capabilities of the Consultant;
- (iv) the manner in which the Consultant provides services to others;
- (v) the experience and qualification of the Consultant's senior management, and project management;
- (vi) the compliance of the Consultant with the Municipality's requirements and specifications; and
- (vii) innovative approaches proposed by the Consultant in the Proposal.

The Consultant acknowledges that the Municipality may rely upon the criteria which the Municipality deems relevant, even though such criteria may not have been disclosed to the Consultant. By submitting a Proposal, the Consultant acknowledges the Municipality's rights under this Section and absolutely waives any right, or cause of action against the Municipality, by reason of the Municipality's failure to accept the Proposal submitted by the Consultant, whether such right or cause of action arises in contract, negligence, or otherwise.

If a contract is to be awarded as a result of the Request for Proposal, it will be awarded to the proponent whose proposal, in the Municipality's opinion, provided the best potential value to the Municipality and is capable in all respects to fully perform the contract requirements and the integrity to assure performance of the contract obligations based on the objective assessment outlined above.

If the Municipality decides to award a contract based on a submission received in response to this Request for Proposal, the successful proponent will be notified of the intent to award in writing, and the subsequent execution of a written agreement shall constitute the making of a contract.

Proponents will not acquire any legal or equitable rights or privileges whatsoever until the contract is signed by both parties.

In the event of any inconsistency between the RFP and the contract, the contract shall govern.

The Municipality reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria. Unsuccessful proponents will be provided with a verbal debriefing on the evaluation of their submission after the selection process has been completed, if so requested.

Proponents may not amend or withdraw their proposals after the closing date and time.

Proposals will be evaluated as soon as practicable after the closing time.

The proposals and accompanying documentation submitted by the proponent are the property of the Municipality and will not be returned.

Proponents are advised that all communications with the Municipality related to this RFP during the bidding process must be directly and only with the individuals nominated in section A-27.

**MCPHEE BRIDGE REHABILITATION
TOWNSHIP OF NORTH GLENGARRY**

CONTRACT NO. PW 1025

SECTION “B”

FORM OF TENDER

(Photocopy this entire section for submission with the Tender)

FORM OF TENDER

INDEX

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TOWNSHIP OF NORTH GLENGARRY

**CONTRACT NO. PW 1025
McPHEE BRIDGE REHABILITATION**

1. IDENTIFICATION OF TENDERER

A. Tender by: _____

Telephone: _____

Fax: _____

Address: _____

Contact Person: _____

Position of Contact Person: _____

Alternative Contact: _____

E-mail: _____

2. DECLARATION OF TENDERER

The Tenderer declares that:

- (a) No persons, other than the Tenderer, has any interest in this Tender or in the Contract proposed to be entered into.
- (b) This Tender is made without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Tender for the same work, and is in all respects fair and without collusion or fraud.
- (c) The several matters stated in the said Tender are in all respects true.
- (d) The Tenderer has carefully examined the locality and site of the proposed works, as well as all the Contract Documents, and hereby accepts the same as part and parcel of this Contract, and do as hereby tender and offer to enter into a Contract to do all the work, provide the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange, and all other charges on the terms and conditions, and under the provisions therein set forth, and to accept in full payment therefore in accordance with the schedule of prices hereto annexed, and the Tenderer also agrees that this offer is to remain open to acceptance until the formal Contract is executed by the successful Tenderer for said work, and that the Owner may at any time without notice accept this Tender whether any other Tender has been previously accepted or not.
- (e) The prices offered in this schedule take into account in all respects the cost of execution of the work under all weather conditions and any water level.
- (f) The submission of this Tender is based on the terms and conditions of the draft form of agreement included and any addenda identified herein. It is agreed that in the event of conflict between the unit prices and definitions of this Tender Form, and those contained in the specifications, then this Tender Form shall govern.
- (g) The work is to commence a maximum of seven (7) days after notice of Award has been issued.
- (h) In tendering for the work and in entering into the Contract, the Tenderer has investigated for himself the character of the work to be done and all local conditions that might affect his Tender of his acceptance of the work.

The Tenderer also declares that in tendering for the work and in entering into the Contract, he did not and does not rely upon verbal information furnished by the Owner or Engineer.

The Tenderer hereby agrees that the work specified in this contract will be performed in strict accordance with the following Provisions, Plans, Specifications and Conditions:

A. SPECIAL PROVISIONS

Special Provisions - General

Special Provisions - Items

B. PLANS**McPhee Bridge Rehabilitation:**

Cover sheet of Contract Drawings

Drawings 01 to 05

C. STANDARD DETAIL DRAWINGS

The Successful Bidder shall be responsible to obtain the latest edition of the Standard Detail Drawings listed throughout the Contract Documents. Standard Detail Drawings are available electronically at:

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

D. STANDARD SPECIFICATIONS

The following Ontario Provincial Standard Specifications apply to this contract and shall include, where applicable, additional Specification Numbers referred to within the Standard Specifications listed. Additional OPSS may be listed and are cross referenced in the specific description of Work. The Successful Bidder shall be responsible to obtain the latest edition of the Ontario Provincial Standard Specifications listed below. These are available electronically at:

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

OPSS	DATE	OPSS	DATE	OPSS	DATE	OPSS	DATE
100	Nov 2019	407	Nov 2021	803	Apr 2018	920	Nov 2023
180	Nov 2021	408	Nov 2021	804	Nov 2014	928	Apr 2019
182	Nov 2021	491	Nov 2017	805	Nov 2021	929	Nov 2018
206	Apr 2019	501	Nov 2017	902	Nov 2021	930	Nov 2014
310	Nov 2017	510	Nov 2018	904	Nov 2023	932	Nov 2020
314	Nov 2023	517	Nov 2021	905	Nov 2017	1004	Nov 2021
351	Nov 2021	539	Nov 2021	906	Nov 2021		
353	Nov 2021	706	Apr 2018	914	Nov 2014		
402	Nov 2023	802	Nov 2019	919	Nov 2021		

Where both a Municipal and Provincial oriented OPSS exist for an OPSS referenced in the Contract Documents, the Municipal (MUNI) OPSS will govern.

E. GENERAL CONDITIONS OF THE CONTRACT

DATED at _____ this _____ day of _____ 2026.

) _____

) _____

) _____

) _____

) _____

(Tenderer's Signature)

(Witness)

(Seal)

NOTE:

(a) If the Tenderer is a Corporation, the Corporate seal must be affixed under the signature of a duly authorized officer or officers of the Corporation.

(b) If the Tenderer is a Partnership, each member of the Partnership must sign in the presence of a witness who must also sign.

(c) If the Tenderer is not a Corporation or a Partnership, the Tenderer must sign in the presence of a witness who must also sign.

3. ADDENDA

The Tenderer will acknowledge receipt of all addendum and list them as follows:

Number _____ Dated _____ Initial _____

Number _____ Dated _____ Initial _____

Number _____ Dated _____ Initial _____

Number _____ Dated _____ Initial _____

Number _____ Dated _____ Initial _____

Number _____ Dated _____ Initial _____

4. SCHEDULE OF UNIT PRICES

TOWNSHIP OF NORTH GLENGARRY

CONTRACT No.: PW 1025SUBJECT: McPHEE BRIDGE REHABILITATION

TENDER TABLE:

ITEM NUMBER	OPSS / REFERENCE	DESCRIPTION OF WORK	UNIT	TENDER QUANTITY	UNIT COSTS	TOTAL
1	SP-01	Sitework including Mobilization and Demobilization	LUMP SUM	1		
2	SP-02, OPSS 706	Traffic Control including Detour Route Signing	LUMP SUM	1		
3	SP-03, OPSS 182, 805	Environmental Protection / Erosion and Sediment Control	LUMP SUM	1		
4	SP-04	Access to Work Area, Work Platform and Scaffolding including Access for Contract Administrator's Inspection (where not otherwise specified)	LUMP SUM	1		
5	OPSS 206, 902	Earth Excavation throughout Contract include Salvage and Reinstatement	m3	120		
6	OPSS 201	Clearing and Grubbing	LUMP SUM	1		
7	OPSS 510	(Provisional) Remove Existing Steel Beam Guiderail at Approaches including Posts	m	40		
8	OPSS 510	Remove Existing Timber Deck	LUMP SUM	1		
9	OPSS 510	Remove Existing Barrier	LUMP SUM	1		
10	OPSS 510	Remove 250mm of Existing Granular Roadway Fill	LUMP SUM	1		
11	OPSS 510	Remove 150mm from the Top Surface of the Ballast Walls Full Width	LUMP SUM	1		
12		Supply and Install New Pressure Treated 38x184mm S.P.F. No 1/No.2 Transverse Laminated Timber Deck including Nailing Clips	LUMP SUM	1		
13		Supply and Install New Pressure Treated 38x140mm S.P.F. No 1/No.2 Timber Deck Boards	LUMP SUM	1		
14		Supply and Install New Pressure Treated 140x140mm S.P.F. No 1/No.2 Timber Curbs including 38x140mm Spacers	LUMP SUM	1		
15	OPSS 721	Supply and Install New Deck Barrier Including Steel Posts and Connection to Existing Exterior Girders	m	34		
16	OPSS 904	Reconstruct 50mm Top Surface of Ballast Walls with SikaTop 122	LUMP SUM	1		
17	OPSS 512	Supply and Install New Gabion Basket Retaining Walls at Corners of Structure	m3	32		
18	OPSS 511	Supply and Install New R-50 Rip-Rap 0.75m Thick	m2	75		
19	OPSS 721	(Provisional) Supply and Install New Type M20 Steel Beam Guiderail at Approaches	m	120		
20	OPSS 723	(Provisional) Steel Beam MASH Energy Attenuating Terminals including Hazard Markers	Each	4		
21	OPSS 721	(Provisional) Supply and Install Upright Leaving End (OPSD 912.235)	Each	2		
22	OPSS 314	Supply, Place and Compact Granular 'A' throughout Contract	Tonne	150		

FORM OF TENDER

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23	OPSS 314	(Provisional) Option 1: Localized Approach Transition (Gravel)	LUMP SUM	1		
24	OPSS 310	(Provisional) Option 2: Extended Paved Approaches	Tonne	80		
25	OPSS 703	Supply and Install Additional Signage at Approaches, including; Wa-24 Narrow Structure Signs with Wa-24t 'One Lane' Tabs (2 each), Wb-3 Yield Ahead Warning (1 each), (Rb-91) Yield to Oncoming Traffic (1 each), and Wa-33 Object Markers (4 Each)	LUMP SUM	1		

5. SUMMARY SHEET

TOTAL TENDER PRICE \$ _____

13% H.S.T. \$ _____

TOTAL TENDER PRICE \$ _____

Repeat total Tender price in writing _____

H.S.T. Registration # _____

The Contractor by this Tender, offers to complete this Contract in accordance with the terms contained herein.

DATE AT _____ THIS _____ DAY OF _____ 2026.

TENDERER'S SIGNATURE AND SEAL: _____

TENDERER'S POSITION: _____

Witness's Signature: _____

Witness's Position: _____

6. LIST OF REFERENCES

The following is a list of three (3) project references of the similar magnitude and scope to the work proposed in the Contract Documents we have completed to the full satisfaction of the Owner.

PROJECT NAME	OWNER	CONTACT NAME AND PHONE NUMBER
1.		
2.		
3.		

(Tenderer's Initials)

7. LIST OF SUBCONTRACTORS

The following is a list of Subcontractors which we propose to employ for this work.

SUBCONTRACTED WORK	NAME AND ADDRESS	VALUE OF WORK
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

(Tenderer's Initials)

8. STATUTORY DECLARATION

DOMINION OF CANADA

(IN THE MATTER OF a Proposed Contract
(For the Rehabilitation of McPhee Bridge
(In Township of North Glengarry
(Contract No. PW 1025
(In the Province of Ontario

TO WIT

I, _____ Do solemnly swear that all the matters stated in this Tender are in all respects true and I, _____ make this solemn declaration, conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of "The Canada Evidence Act".

(The Contractor shall provide the above information in writing and attach it to the tender form).

DECLARED before me at

_____)

of _____)

in the _____)

this _____

day of _____ 2026)

A Commissioner, etc.
(Or Notary Public)

Persons tendering are required to fill in all blanks. Should uncertainty arise as to the proper manner of doing so, the requisite information will, upon request, be given by the Consulting Engineer.

9. AGREEMENT TO BOND

We, the undersigned, hereby agree to become bound as surety for:

in a bond conforming to the Contract documents attached hereto, for the full and due performance of the works of the Tender for:

as accepted by the Owner.

It is a condition of this agreement that if the above-mentioned Tender is accepted, application for a Performance Bond (100% of Contract value) and Labour and Material Payment Bond (50% of Contract value) shall be completed with the undersigned within seven (7) days of acceptance of the related thereto, otherwise this Agreement shall be null and void.

DATE AT _____ THIS _____ DAY OF _____ 2026.

WITNESS: _____

Signature of Authorized Person
signing for Bonding Company
(COMPANY SEAL)

Name of Bonding Company

(POSITION)

Note: Use this form or attached equivalent.

10. MEMORANDUM OF AGREEMENT

I/We _____, the undersigned hereby acknowledge and
(Name of Contractor)

agree to meet or exceed health and safety requirements included in all Legislative Acts and Regulations (including, but not limited to, The Occupational Health and Safety Act, The Pesticides Act, The Explosives Act of Canada, The Workers' Compensation Act and Workplace Hazardous Materials Information System), as amended, and that failure to abide by these acts and regulations may result in the Township of North Glengarry's issuance of a stop work order, and, in the case of a repetitive infraction, dismissal and cancellation of the contract or purchase order.

Furthermore, I accept that I or any worker in my employ found to be in violation of the Occupational Health and Safety Act with respect to failure to wear protective clothing such as protective headwear, protective footwear, protective eyewear and an approved safety vest (as applicable) may be dismissed without prior notification. In such an event, I concur that the Township of North Glengarry shall not be liable for any costs incurred by me as a direct result of such dismissal.

Dates this _____ day of _____, 2026.

(Signature of Contractor)

(Witness)

11. EXAMINATION OF SITE / CONTRACT DOCUMENTS

In submitting this Tender,

I/We _____, hereby acknowledge the following:
(Name of Contractor)

1. We have carefully examined all the Contract Documents and fully understand the scope and overall nature of the work to be carried out under this Contract. We are fully aware of all of our obligations under this Contract including, but not necessarily limited to, submission requirements, work restrictions, permit acquisitions, authorities approvals, etc. Our Total Tender Price submitted includes all costs associated with all equipment, labour, material and transportation required to complete the work (including any and all necessary incidental work whether or not explicitly detailed in the Contract Documents) and meet all of our obligations all in strict conformance with the Contract requirements.
2. We have carefully examined the sites, field verified all as-built dimensions and made our own assessment as to the overall nature of the work to be performed and any difficulties or delays which may be encountered in order to complete the required work and have included all such associated costs in our Total Tender Price. In examining the site and Contract Documents, we are satisfied that all the work required under this Contract can be successfully carried out in strict conformance with the Contract requirements without changes to the Contract Documents.
3. All work carried out under this Contract will be completed under the direct supervision of a qualified Project Manager and a qualified Site Foreman. We will submit proof of qualification for the Project Manager and the Site Foreman upon project award. We acknowledge that, should personnel changes occur during the course of the project, equally qualified personnel will be employed as a replacement, and proof of qualification will be submitted to the Owner. We acknowledge that the Owner reserves the right, at his sole discretion, to accept or reject all proposed personnel.
4. All Workmanship will be the best quality, executed by workers experienced and skilled in the respective duties for which they are employed. We will not employ any person unfit or unskilled in their required duties. We acknowledge that the Owner reserves the right, at his sole discretion, to require the dismissal from site, workers deemed incompetent, careless, insubordinate or otherwise objectional.

Dated this _____ day of _____, 2026.

(Signature of Contractor)

(Witness)

12. CERTIFICATION - CONFLICT OF INTEREST

I/we hereby certify that there is not nor was there any actual or potential conflict of interest or unfair advantage in our submitting the Bid or performing the Work/Services required by the Contract.

In submitting the Bid, our company has no knowledge of or the ability to avail ourselves of confidential information of the Owner (other than confidential information which may be been disclosed by the Owner to the Bidders in the normal course of the Tender) where the confidential information would be relevant to the Work/Services, their pricing or the Tender evaluation process.

Name

Signature

Position

Date

The person who signs this declaration must be an authorised representative of the Tenderer and must have authority to bind the Tenderer.

**MCPHEE BRIDGE REHABILITATION
TOWNSHIP OF NORTH GLENGARRY**

CONTRACT NO. PW 1025

SECTION “C”

CONTRACT AGREEMENT

PROJECT:

TOWNSHIP OF NORTH GLENGARRY

McPHEE BRIDGE REHABILITATION

CONTRACT NO. PW 1025

THIS AGREEMENT made in triplicate this _____ day of _____
in the year 2026.

BETWEEN:

_____	(Hereinafter called the “Contractor”) of the first part.
and	
<u>Township of North Glengarry</u>	(Hereinafter called the “Owner”) of the second part.

WITNESSETH that the Contractor and the Owner, for the considerations hereinafter indicated, undertake and agree as follows:

ARTICLE I

- a) This contract is for miscellaneous rehabilitative work in accordance with details set out more specifically hereafter and as shown on the accompanying contract plans.
- b) The following documents, which have been signed or initialed in triplicate for identification by both parties, are to be read herewith and form part of this present agreement for each Contract as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied herein:

1. This Agreement
2. Information for Tenderers
3. Form of Tender
4. General Conditions of Contract (including Supplementary General Conditions)
5. Special Provisions
6. Addendum No. ___ to No. ___
7. Ontario Provincial Standard Specifications and Drawings
8. Ontario Traffic Manual – Book 7, Temporary Conditions
9. Contract Plans

ARTICLE II

The Contractor undertakes and agrees as follows:

- a) To provide, at his own expense, all and every kind of labour, machinery, plant, structures, roadways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out elsewhere in this Contract 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.
- b) To grant the Owner the right to use completed portions of all Contract construction prior to completion of the Contract without any additional compensation.

ARTICLE III

The Owner undertakes and agrees as follows:

- a) To pay the Contractor in lawful money of Canada for the performance of the work of each Contract (subject to additions and deductions as provided in the General Conditions of the Contract) at the unit prices set out in the schedule of unit prices, as described in the Form of Tender, annexed to this Agreement. It is estimated (without limiting the foregoing) that the aggregate payable under this Agreement will be in the amount of \$_____ Dollars (Including HST) based on the unit prices bid and applied to the measurements of the work.
- b) To make payments on account thereof upon the certificate of the Engineer (when the Engineer is satisfied that payments due to Subcontractors have been made) as follows:
 - (i) On the 25th day of each calendar month, the Contractor shall prepare and deliver to the Engineer, for checking, a written estimate of the value of the labour and material incorporated in the work of the Contract up to the 25th day of that month. The Engineer shall, by the first day of the following month, issue in favour of the Contractor a certificate for ninety percent (90%) of the value of labour and materials incorporated in the work up to the first day of that month as estimated by the Contractor and approved by the Engineer, less the aggregate of previous payments. Within thirty (30) days after delivery by the Engineer to the Owner of each approved certificate, the Owner shall pay to the Contractor the amount of the monies owing.
 - (ii) Payment by the Owner of the ten percent (10%) holdback shall be in accordance with the Construction Lien Act, and the provision of the following:
 - 1. Maintenance Bonds as described in the Information for Tenderers.
 - 2. A satisfactory certificate of clearance from the Workplace Safety Insurance Board.

3. Statutory declarations completed by a signing officer of the company (Contractor) in a form satisfactory to the Engineer that all liabilities incurred by the Contractor and his Subcontractors in carrying out the Contract have been paid and that there are no liens, garnishes, attachments of claims relating to the work.
4. Copies of the Publication of the Substantial Performance Certificates in the Daily Commercial News.

ARTICLE IV

In the event that the 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 him in accordance with the Contract and only the extent of such extra or additional work as approved in writing by the Owner.

ARTICLE V

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

ARTICLE VI

The Contractor declares that in tendering for the works and in entering into this Contract, he has either investigated for himself the character of the work and all local conditions that might affect his Tender or his acceptance of the work, or that not having so investigated, he is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfil, 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 Engineer, being aware that any information from such sources was not in any manner warranted or guaranteed by the Owner.

ARTICLE VII

The Contractor and the Owner for themselves, their successors, and assigns, hereby undertake and agree to the full performance of the covenants contained herein and in the Contract documents as listed in Article 1 herein.

ARTICLE VIII

The Contractor further agrees that he will deliver the whole of the works completed in accordance with this agreement on or before November 30, 2026.

The Contractor agrees that once mobilized on site, the Contractor shall be on site at least 4 days a week (weather permitting) for the duration of the Contract unless approved by the Director of Public Works.

The Contractor agrees that any monies due to the Owner as a result of non-completion of the works within the time stipulated may be deducted from any monies due to the Contractor on any account whatsoever.

ARTICLE IX

If and whenever either party hereto desires to give notice to the other party under or in connection with this Agreement, such notice will be effectively given if sent by registered mail

To the Contractor at:

To the Owner at:

TOWNSHIP OF NORTH GLENGARRY

3720 County Road 34, R.R. #2

Alexandria, Ontario K0C 1A0

And to the Engineer at:

HP Engineering Inc.

221-2039 Robertson Road

Ottawa, Ontario K2H 8R2

and will be considered as having been so given at the time of the deposit hereof in the post office.

In witness whereof, the parties hereto have executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of

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(SEAL) (Contractor)

(SEAL) (Owner's Representative)

(SEAL) (Owner's Representative)

MCPHEE BRIDGE REHABILITATION
TOWNSHIP OF NORTH GLENGARRY

CONTRACT NO. PW 1025

SECTION “D”

OPS GENERAL CONDITIONS OF CONTRACT (OPSS.MUNI 100)
(NOVEMBER 2024)

COPIES OF THE GENERAL CONDITIONS OF CONTRACT ARE AVAILABLE ONLINE AT

<https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/opsViews.aspx?lang=en-US>

Alternatively, copies may be viewed at the offices of HP Engineering Inc., by appointment.



OPSS MUNI GENERAL CONDITIONS OF CONTRACT

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SECTION GC 1.0 - INTERPRETATION

GC 1.01 Captions

- .01 The captions appearing in these General Conditions have been inserted as a matter of convenience and for ease of reference only and in no way define, limit, or enlarge the scope or meaning of the General Conditions or any provision hereof.
- .02 In the event of a conflict of a reference to the number and caption of a section, subsection, clause, or paragraph, reference shall be made to the caption.

GC 1.02 Abbreviations

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

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

GC 1.03 Gender and Singular References

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

GC 1.04 Definitions

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

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

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

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

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

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

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

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

Certificate of Subcontract Completion means the certificate issued by the Contract Administrator according to clause GC 8.02.04.02, Certification of Subcontract Completion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Day means a calendar day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Monument means either a Property Monument or a Control Monument.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Provisions mean directions containing requirements specific to the Work.

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

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

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

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

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

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

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

Superintendent means the Contractor's authorized representative in charge of the Work and who shall be a "competent person" within the meaning of the definition contained in the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended.

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

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

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

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

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

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

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

Working Day means any Day,

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

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

GC 1.05 Ontario Traffic Manual

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

GC 1.06 Final Acceptance

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

GC 1.07**Interpretation of Certain Words**

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

SECTION GC 2.0 - CONTRACT DOCUMENTS

GC 2.01 Reliance on Contract Documents

- .01 The Owner warrants that the information furnished in the Contract Documents can be relied upon with the following limitations or exceptions:
- a) Based on available information at the time of the contract, the location of all mainline underground Utilities that may affect the Work shall be shown to a tolerance of:
 - i. 1.0 m horizontal, and
 - ii. 0.3 m vertical
- .02 The Owner does not warrant or make any representation with respect to:
- a) interpretations of data or opinions expressed in any Subsurface Report available for the perusal of the Contractor, that are not included as part of the Contract Documents, and
 - b) other information specifically excluded from this warranty.

GC 2.02 Order of Precedence

- .01 In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:
- a) Agreement
 - b) Addenda
 - c) Special Provisions
 - d) Contract Drawings
 - e) Standard Specifications
 - f) Standard Drawings
 - g) Tender
 - h) Supplemental General Conditions
 - i) OPSS.MUNI 100 General Conditions of Contract
 - j) Working Drawings
- Later dates shall govern within each of the above categories of documents.
- .02 In the event of any conflict among or inconsistency in the information shown on Drawings, the following rules shall apply:
- a) Dimensions shown in figures on a Drawing shall govern where they differ from dimensions scaled from the same Drawing;
 - b) Drawings of larger scale shall govern over those of smaller scale;
 - c) Detailed Drawings shall govern over general Drawings; and

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

SECTION GC 3.0 - ADMINISTRATION OF THE CONTRACT

GC 3.01 Contract Administrator's Authority

- .01 The Contract Administrator shall be the Owner's representative during construction and until the issuance of the Completion Certificate or the issuance of the Final Acceptance Certificate, whichever is later. All instructions to the Contractor, including instructions from the Owner, shall be issued by the Contract Administrator. The Contract Administrator shall have the authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- .02 All claims, disputes and other matters in question relating to the performance and the quality of the Work or the interpretation of the Contract Documents shall be referred to the Contract Administrator in writing by the Contractor. The Contract Administrator shall give a decision in writing within a reasonable time.
- .03 The Contract Administrator may inspect the Work for its conformity with the Contract Documents, and to record the necessary data to establish payment quantities under the schedule of tender quantities and unit prices or to assess the value of the Work completed in the case of a lump sum price Contract.
- .04 The Contract Administrator shall provide an estimate of the amounts owing to the Contractor under the Contract as provided for in section GC 8.0, Measurement and Payment.
- .05 The Contract Administrator, to not cause delay in the schedule, shall, with reasonable promptness, review and take appropriate action upon the Contractor's submissions such as shop drawings, product data, and samples according to the Contract Documents. Unless specified otherwise, the Contract Administrator shall respond to submissions requiring approval according to the Contract as soon as possible but not longer than 5 Business Days, or timelines mutually agreed in writing, excluding any requests for extensions of Contract Time.
- .06 The Contract Administrator shall investigate all allegations of a Change in the Work made by the Contractor and issue appropriate instructions.
- .07 The Contract Administrator shall prepare Change Directives and Change Orders for the Owner's approval.
- .08 Upon written application by the Contractor, the Contract Administrator and the Contractor shall jointly conduct an inspection of the Work to establish the date of Substantial Performance of the Work or the date of Completion of the Work or both.
- .09 The Contract Administrator shall be, in the first instance, the interpreter of the Contract Documents and the judge of the performance thereunder by both parties to the Contract. Interpretations and decisions of the Contract Administrator shall be consistent with the intent of the Contract Documents and, in making these decisions, the Contract Administrator shall not show partiality to either party.
- .10 The Contract Administrator shall have the authority to reject any part of the Work or Material that does not conform to the Contract Documents.
- .11 In the event that the Contract Administrator determines that any part of the Work performed by the Contractor is defective, whether the result of poor workmanship the use of defective Material or damage through carelessness or other act or omission of the Contractor and whether or not incorporated in the Work or otherwise fails to conform to the Contract Documents, then the Contractor shall if directed by the Contract Administrator promptly, as directed by the Contract Administrator, remove the Work and replace, make good, or re-execute the Work at no additional cost to the Owner.
- .12 Any part of the Work destroyed or damaged by such removals, replacements, or re-executions shall be made good, promptly, at no additional cost to the Owner.

- .13 If, in the opinion of the Contract Administrator it is not expedient to correct defective Work or Work not performed according to the Contract Documents, the Owner may deduct from monies otherwise due to the Contractor the difference in value between the Work as performed and that called for by the Contract Documents amount that will be determined in the first instance by the Contract Administrator.
- .14 Notwithstanding any inspections made by the Contract Administrator or the issuance of any certificates or the making of any payment by the Owner, the failure of the Contract Administrator to reject any defective Work or Material shall not constitute acceptance of defective Work or Material.
- .15 The Contract Administrator shall have the authority to temporarily suspend the Work for such reasonable time as may be necessary:
- a) to facilitate the checking of any portion of the Contractor's construction layout;
 - b) to facilitate the inspection of any portion of the Work; or
 - c) for the Contractor to remedy its non-compliance with any provisions of the Contract Documents.
- The Contractor shall not be entitled to any compensation for suspension of the Work in these circumstances.
- .16 The Owner has the right to terminate the Contract for wilful or persistent violation by the Contractor or its workers of any applicable laws or bylaws, including but not limited to, the *Occupational Health and Safety Act* legislation and regulations, *Workplace Safety and Insurance Board Act*, and Regulation 347 of the *Environmental Protection Act*.
- .17 If the Contract Administrator determines that any worker employed on the Work is incompetent, as defined by the *Occupational Health and Safety Act*, or is disorderly, then the Contract Administrator shall provide written notice to the Contractor and the Contractor shall immediately remove the worker from the Working Area. Such worker shall not return to the Working Area without the prior written consent of the Contract Administrator.

GC 3.02 Working Drawings

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

- .06 Work related to the Working Drawings shall not proceed until the Working Drawings have been signed and dated by the Contract Administrator.
- .07 The Contractor shall keep one set of the reviewed Working Drawings, marked as above, at the site at all times.

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

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

GC 3.04 Emergency Situations

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

GC 3.05 Layout Information

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

GC 3.06 Extension of Contract Time

- .01 An application for an extension of Contract Time shall be made in writing by the Contractor to the Contract Administrator as soon as the need for such extension becomes evident and at least 15 Days prior to the expiration of the Contract Time. The application for an extension of Contract Time shall enumerate the reasons and state the length of extension required.
- .02 Circumstances suitable for consideration of an extension of Contract Time include the following:
 - a) Delays: See subsection GC 3.07, Delays.
 - b) Changes in the Work: See clause GC 3.10.01, Change in the Work.
 - c) Extra Work: See clause GC 3.10.02, Extra Work.

- d) Additional Work: See clause GC 3.10.03, Additional Work.
- .03 The Contract Administrator shall, in reviewing an application for an extension to the Contract Time, consider whether the delays, Changes in the Work, Extra Work, or Additional Work involve a Controlling Operation.
- .04 The Contract Time shall be extended for such additional time as may be recommended by the Contract Administrator and deemed fair and reasonable by the Owner.
- .05 The terms and conditions of the Contract shall continue for such extension of Contract Time.

GC 3.07 Delays

- .01 If the Contractor is delayed in the performance of the Work by:
 - a) War, blockades, and civil commotions; or
 - b) Errors in the Contract Documents; or
 - c) An act or omission of the Owner or Contract Administrator, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents; or
 - d) A stop work order issued by a court or public authority, provided that such order was not issued as the result of an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly; or
 - e) The Contract Administrator giving notice under section GC 7.0, Suspension of Work; or
 - f) Abnormal Weather provided that in the case of an application for an extension of Contract Time, due to the Abnormal Weather, the Contractor shall, with the Contractor's application, submit evidence from Environment Canada, together with detailed calculations in support of such application; or
 - g) Archaeological finds, according to subsection GC 3.15, Archaeological Finds,
 - h) The presence of species at risk as defined in the *Species at Risk Act* (S.C. 2002, c. 29) and/or the *Endangered Species Act*, S.O. 2007, c. 29 not otherwise identified in the Contract Documents, then, the Contractor shall be granted an extension of Contract Time according to subsection GC 3.06, Extension of Contract Time or Interim Completion Dates, and shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay.
- .02 If the Work is delayed by labour disputes, strikes or lock-outs, including lock-outs decreed or recommended to its members by a recognized contractor's association, of which the Contractor is a member or to which the Contractor is otherwise bound, which are beyond the Contractor's control, then the Contract Time shall be extended according to subsection GC 3.06, Extension of Contract Time.
- .03 In no case shall the extension of Contract Time be less than the time lost as the result of the event causing the delay, unless a shorter extension is agreed to by the Contractor. The Contractor shall not be entitled to payment for costs incurred as the result of such delays unless such delays are the result of actions by the Owner.
- .04 The Contractor shall not be entitled to payment for the cost of delays incurred as a result of a dispute between the Contractor and Owner. The Contractor shall execute the Work and may pursue resolution of the dispute according to subsection GC 3.13, Claims, Negotiations, Mediations.

GC 3.08 Assignment of Contract

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

GC 3.09 Subcontracting by the Contractor

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

GC 3.10 Changes

GC 3.10.01 Changes in the Work

- .01 The Owner, or the Contract Administrator where so authorized, may, by order in writing, make a Change in the Work without invalidating the Contract. The Contractor shall not be required to proceed with a Change in the Work until in receipt of a Change Order or Change Directive. Upon the receipt of such Change Order or Change Directive the Contractor shall proceed with the Change in the Work.
- .02 The Contractor may apply for an extension of Contract Time according to the terms of clause GC 3.06, Extension of Contract Time.
- .03 If the Change in the Work relates solely to quantities, payment for that part of the Work shall be made according to the conditions specified in clause GC 8.01.02, Variations in Tender Quantities. If the Change in the Work does not solely relate to quantities, then either the Owner or the Contractor may initiate negotiations upwards or downwards for the adjustment of the Contract price in respect of the Change in the Work pursuant to subsection GC 3.13, Claims, Negotiations, Mediation or payment may be made according to the conditions contained in clause GC 8.02.05, Payment on a Time and Material Basis.

GC 3.10.02 Extra Work

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

GC 3.10.03 Additional Work

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

GC 3.11 Notices

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

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

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

occupancy of any part of the Work by the Owner does not waive the Owner's right to charge the Contractor liquidated damages according to the terms of the Contract.

GC 3.13 Claims, Negotiations, Mediation

GC 3.13.01 Continuance of the Work

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

GC 3.13.02 Record Keeping

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

GC 3.13.03 Claims Procedure

- .01 The Contractor shall give verbal notice of any situation that may lead to a claim for additional payment immediately upon becoming aware of the situation.
- .02 The Contractor shall provide written notice within 7 Days of the commencement of any part of the Work that may be affected by the situation.
- .03 The Contractor shall submit detailed claims as soon as reasonably possible and in any event no later than 30 Days or such time as mutually agreed after completion of the Work affected by the situation. The detailed claim shall:
 - a) Identify the item or items in respect of which the claim arises;
 - b) State the grounds, contractual or otherwise, upon which the claim is made; and
 - c) Include the Records maintained by the Contractor supporting such claim.
- .04 Within 30 Days of the receipt of the Contractor's detailed claim, the Contract Administrator may request the Contractor to submit any further and other particulars as the Contract Administrator considers necessary to assess the claim. The Contractor shall submit the requested information within 30 Days of receipt of such request.
- .05 Within 90 Days of receipt of the detailed claim, the Contract Administrator shall advise the Contractor, in writing, of the Contract Administrator's opinion regarding the validity of the claim.

GC 3.13.04 Negotiations

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

GC 3.13.05 Mediation

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

GC 3.13.06 Payment

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

GC 3.13.07 Rights of Both Parties

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

GC 3.14 Arbitration

GC 3.14.01 Conditions of Arbitration

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

GC 3.14.02 Arbitration Procedure

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

GC 3.14.03 Appointment of Arbitrator

- .01 The arbitrator shall be mutually agreed upon by the Owner and Contractor to adjudicate the dispute.
- .02 Where the Owner and Contractor cannot agree on a sole arbitrator within 30 Days of the notification of arbitration noted in clause GC 3.14.01.02, the Owner and the Contractor shall each choose an appointee within 37 Days of the notice of arbitration.
- .03 The appointees shall mutually agree upon an arbitrator to adjudicate the dispute within 15 Days after the last appointee was chosen or they shall refer the matter to the ADR Institute of Ontario (ADRIO), which may select an arbitrator to adjudicate the dispute within 7 Days of being requested to do so.
- .04 The arbitrator shall not be interested financially in the Contract nor in either party's business and shall not be employed by either party.
- .05 The arbitrator may appoint independent experts and any other persons to assist them.
- .06 The arbitrator is not bound by the rules of evidence that govern the trial of cases in court but may hear and consider any evidence that the arbitrator considers relevant.
- .07 The hearing shall commence within 90 Days of the appointment of the arbitrator.

GC 3.14.04 Costs

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

GC 3.14.05 The Decision

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

GC 3.15 Archaeological Finds

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

SECTION GC 4.0 - OWNER'S RESPONSIBILITIES AND RIGHTS

GC 4.01 Working Area

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

GC 4.02 Approvals and Permits

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

GC 4.03 Management and Disposition of Materials

- .01 The Owner shall identify in the Contract Documents the Materials to be moved within or removed from the Working Area and any characteristics of those Materials that necessitates special Materials management and disposition.
- .02 According to regulations under the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, the Owner advises that:
 - a) The designated substances silica, lead, and arsenic are generally present throughout the Working Area occurring naturally or as a result of vehicle emissions;
 - b) The designated substance asbestos may be present in cement products, asphalt, and conduits for Utilities;
 - c) The following hazardous materials are ordinarily present in construction activities: limestone, gypsum, marble, mica, and Portland cement; and
 - d) Exposure to these substances may occur as a result of activities by the Contractor such as sweeping, grinding, crushing, drilling, blasting, cutting, and abrasive blasting.
- .03 The Owner shall identify in the Contract Documents any designated substances or hazardous materials other than those identified above and their location in the Working Area.
- .04 If the Owner or Contractor discovers or is advised of the presence of designated substances or hazardous Materials that are in addition to those listed in clause GC 4.03.02, or not clearly identified in the Contract Documents according to clause GC 4.03.03, then verbal notice shall be provided to the other party immediately with written confirmation within 2 Days. The Contractor shall stop Work in the area immediately and shall determine the necessary steps required to complete the Work according to applicable legislation and regulations.
- .05 The Owner shall be responsible for any reasonable additional costs of removing, managing and disposing of any Material not identified in the Contract Documents, or where conditions exist that could not have been reasonably foreseen at the time of tendering. All work under this paragraph shall be deemed to be Extra Work.
- .06 Prior to commencement of the Work, the Owner shall provide to the Contractor a list of those products controlled under the Workplace Hazardous Materials Information System (WHMIS), that the Owner may supply or use on the Contract, together with copies of the Safety Data Sheets for these products. All containers used in the application of products controlled under WHMIS shall be labelled. The Owner shall notify the Contractor in writing of changes to the list and provide relevant Safety Data Sheets.

- .07 Unless expressly permitted in the Contract Documents, the Contractor shall not bring onto the Work Area any designated substance or hazardous Material per OSHA without the prior written authorization of the Contract Administrator.
- .08 The Contractor shall use all reasonable care to avoid spilling or disturbing any designated substances or hazardous Material per OSHA.

GC 4.04 Construction Affecting Railway Property

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

GC 4.05 Default by the Contractor

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

GC 4.06 Contractor's Right to Correct a Default

- .01 The Contractor shall have the right within the 5 Working Days following the receipt of a notice of default to correct the default and provide the Owner with satisfactory proof that appropriate corrective measures have been taken.
- .02 If the Owner determines that the correction of the default cannot be completed within the 5 Working Days following receipt of the notice, the Contractor shall not be in default if the Contractor:
 - a) Commences the correction of the default within the 5 Working Days following receipt of the notice;
 - b) Provides the Owner with a schedule acceptable to the Owner for the progress of such correction; and
 - c) Completes the correction according to such schedule.

GC 4.07 Owner's Right to Correct Default

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

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

- .01 Where the Contractor fails to correct a default within the time specified in subsection GC 4.06, Contractor's Right to Correct a Default, or subsequently agreed upon, the Owner, without prejudice to any other right or remedy the Owner may have, may terminate the Contractor's right to continue the Work in whole or in part by giving written notice to the Contractor.
- .02 If the Owner terminates the Contractor's right to continue with the Work in whole or in part, the Owner shall be entitled to:
- a) Take possession of the Working Area or that portion of the Working Area devoted to that part of the Work terminated;
 - b) Utilize any Material within the Working Area;
 - c) Withhold further payments to the Contractor with respect to the Work or the portion of the Work withdrawn from the Contractor until the Work or portion thereof withdrawn is completed;
 - d) Charge the Contractor the additional cost over the Contract price of completing the Work or portion thereof withdrawn from the Contractor, as certified by the Contract Administrator and any additional compensation paid to the Contract Administrator for such additional service arising from the correction of the default;
 - e) Charge the Contractor a reasonable allowance, as determined by the Contract Administrator, to cover correction to the Work performed by the Contractor that may be required under subsection GC 7.16, Warranty;
 - f) Charge the Contractor for any damages the Owner sustained as a result of the default; and
 - g) Charge the Contractor the amount by which the cost of corrections to the Work under subsection GC 7.16, Warranty, exceeds the allowance provided for such corrections.

GC 4.09 Final Payment to Contractor

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

GC 4.10 Termination of the Contract

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

GC 4.11 Continuation of Contractor's Obligations

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

GC 4.12 Use of Performance Bond

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

GC 4.13 Payment Adjustment

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

SECTION GC 5.0 - MATERIAL

GC 5.01 Supply of Material

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

GC 5.02 Quality of Material

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

GC 5.03 Rejected Material

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

GC 5.04 Substitutions

- .01 Where the Contract Documents require the Contractor to supply a Material designated by a trade or other name, the Tender shall be based only upon supply of the Material so designated, that shall be regarded as the standard of quality required by the Contract Documents. After the acceptance of the Tender, the

Contractor may apply to the Contract Administrator to substitute another Material identified by a different trade or other name for the Material designated as aforesaid. The application shall be in writing and shall state the price for the proposed substitute Material designated as aforesaid, and such other information as the Contract Administrator may require.

- .02 Rulings on a proposed substitution shall not be made prior to the acceptance of the Tender. Substitutions shall not be made without the prior approval of the Contract Administrator. The approval or rejection of a proposed substitution shall be at the discretion of the Contract Administrator.
- .03 If the proposed substitution is approved by the Contract Administrator, the Contractor shall be entitled to the first \$1,000 of the aggregate saving in cost by reason of such substitution and to 50% of any additional saving in cost in excess of such \$1,000. Each such approval shall be conveyed to the Contractor in writing or by issuance of a Certificate of Equality on the Owner's standard form of "Certification of Equality" and, if any adjustment to the Contract price is made by reason of such substitution, a Change Order shall be issued as well.

GC 5.05 Owner Supplied Material

GC 5.05.01 Ordering of Excess Material

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

GC 5.05.02 Care of Material

- .01 The Contractor shall, in advance of receipt of shipments of Material supplied by the Owner, provide adequate and proper storage facilities acceptable to the Contract Administrator, and on the receipt of such Material shall promptly place it in storage except where it is to be incorporated forthwith into the Work.
- .02 The Contractor shall be responsible for acceptance of Material supplied by the Owner, at the specified delivery point and for its safe handling and storage. If such Material is damaged while under the control of the Contractor, it shall be replaced or repaired by the Contractor at no expense to the Owner, and to the satisfaction of the Contract Administrator. If such Material is rejected by the Contract Administrator for reasons that are not the fault of the Contractor, it shall remain in the care and at the risk of the Contractor until its disposition has been determined by the Contract Administrator.
- .03 Where Material supplied by the Owner arrives at the delivery point in a damaged condition or where there are discrepancies between the quantities received and the quantities shown on the bills of lading, the Contractor shall immediately report such damage or discrepancies to the Contract Administrator who shall arrange for an immediate inspection of the shipment and provide the Contractor with a written release from responsibility for such damage or deficiencies. Where damage or deficiencies are not so reported, it shall be assumed that the shipment arrived in good condition and order, and any damage or deficiencies reported thereafter shall be made good by the Contractor at no extra cost to the Owner.
- .04 The full amount of Material supplied by the Owner in each shipment shall be accounted for by the Contractor and such Material shall be at the risk of the Contractor after taking delivery. Such Material shall not, except with the written permission of the Contract Administrator, be used by the Contractor for purposes other than the performance of the Work under the Contract.
- .05 Empty reels, crates, containers, and other type of packaging from Material supplied by the Owner shall become the property of the Contractor when they are no longer required for their original purpose and shall be disposed of by the Contractor at the Contractor's expense unless otherwise specified in the Contract Documents.

- .06 Immediately upon receipt of each shipment, the Contractor shall provide the Contract Administrator copies of bills of lading, or such other documentation the Contract Administrator may require to substantiate and reconcile the quantities of Material received.
- .07 Where Material supplied by the Owner is ordered and stockpiled prior to the award of the Contract, the Contractor shall, at no extra cost to the Owner, immediately upon commencement of operations, check the Material, report any damage or deficiencies to the Contract Administrator and take charge of the Material at the stockpile site. Where damage or deficiencies are not so recorded by the Contractor, it shall be assumed that the stockpile was in good condition and order when the Contractor took charge of it, and any damage or deficiencies reported thereafter shall be made good by the Contractor at no extra cost to the Owner.

SECTION GC 6.0 - INSURANCE, PROTECTION AND DAMAGE

GC 6.01 Protection of Work, Persons and Property

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

GC 6.02 Indemnification

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

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

GC 6.03 Contractor's Insurance

GC 6.03.01 General

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

GC 6.03.02 Commercial General Liability Insurance

- .01 Commercial General Liability Insurance shall be in the name of the Contractor, with the Owner and the Contract Administrator named as additional insureds, with limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof. The insurance shall be provided in a form acceptable to the Owner.
- .02 Approval of this insurance shall be conditional upon the Contractor obtaining the services of an insurer licensed to underwrite insurance in the Province of Ontario and obtaining the insurer's certificate of equivalency to the required insurance.
- .03 The Contractor shall submit annually to the Owner, proof of continuation of the completed operations coverage and, if the Contractor fails to do so, the limitation period for claiming indemnity described in clause GC 6.02.01 c), shall not be binding on the Owner.
- .04 Should the Contractor decide not to employ Subcontractors for operations requiring the use of explosives for blasting, pile driving or caisson work, removal or weakening of support of property building or land, the Commercial General Liability Insurance shall include the appropriate endorsements.
- .05 The policies shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, termination, or material change.
- .06 "Claims Made" insurance policies shall not be permitted.

GC 6.03.03 Automobile Liability Insurance

- .01 Automobile liability insurance in respect of licensed vehicles shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, in the following forms endorsed to provide the Owner with not less than 30 Days written notice in advance of any cancellation, termination, or material change:
- a) Standard non-owned automobile policy including standard contractual liability endorsement, and
 - b) Standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by the Contractor.

GC 6.03.04 Aircraft and Watercraft Liability Insurance

GC 6.03.04.01 Aircraft Liability Insurance

- .01 Aircraft liability insurance with respect to owned or non-owned aircraft used directly or indirectly in the performance of the Work, including use of additional premises, shall be subject to limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the Owner. The policies shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, change, or amendment restricting coverage.

GC 6.03.04.02 Watercraft Liability Insurance

- .01 Watercraft liability insurance with respect to owned or non-owned watercraft used directly or indirectly in the performance of the Work, including use of additional premises, shall be subject to limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof. Such insurance shall be in a form acceptable to the Owner. The policies shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, change, or amendment restricting coverage.

GC 6.03.05 Property and Boiler Insurance

GC 6.03.05.01 Property Insurance

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

GC 6.03.05.02 Boiler Insurance

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

GC 6.03.05.03 Use and Occupancy of the Work Prior to Completion

- .01 Should the Owner wish to use or occupy part or all of the Work prior to Substantial Performance, the Owner shall give 30 Days written notice to the Contractor of the intended purpose and extent of such use or occupancy. Prior to such use or occupancy, the Contractor shall notify the Owner in writing of the additional premium cost, if any, to maintain property and boiler insurance, which shall be at the Owner's expense. If because of such use or occupancy the Contractor is unable to provide coverage, the Owner upon written notice from the Contractor and prior to such use or occupancy shall provide, maintain, and

pay for property and boiler insurance insuring the full value of the Work, including coverage for such use or occupancy, and shall provide the Contractor with proof of such insurance. The Contractor shall refund to the Owner the unearned premiums applicable to the Contractor's policies upon termination of coverage.

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

GC 6.03.05.04 Payment for Loss or Damage

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

GC 6.03.06 Contractor's Equipment Insurance

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

GC 6.03.07 Insurance Requirements and Duration

- .01 Each insurance policy as noted in the Contract Documents shall be in effect from the date of commencement of the Work until 10 Days after the date of Final Acceptance of the Work, as set out in the Final Acceptance Certificate.
- .02 The Contractor shall provide the Owner, on a form acceptable to the Owner, proof of insurance prior to commencement of the Work and signed by an officer of the Contractor and either the underwriter or the broker.
- .03 The Contractor shall, on request, promptly provide the Owner with a certified true copy of each insurance policy exclusive of information pertaining to premium or premium bases used by the insurer to determine the cost of the insurance. The certified true copy shall include the signature by an officer of the Contractor and in addition, a signature by an officer of the insurer or the under writer or the broker.

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

GC 6.04 Bonding

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

GC 6.05 Workplace Safety and Insurance Board

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

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

GC 7.01 General

GC 7.01.01 Site Visit

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

GC 7.01.02 Commencement of Work

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

GC 7.01.03 Control and Responsibility

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

GC 7.01.04 Compliance with the Occupational Health and Safety Act

- .01 The Contractor shall execute the terms of the Contract in strict compliance with the requirements of the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, (the "Act") and Ontario Regulation 213/91, as amended, (that regulates Construction Projects) and any other regulations as amended under *the Act* (the "Regulations") that may affect the performance of the Work, as the "Constructor" or "employer," as defined by *the Act*, as the case may be. The Contractor shall ensure that:
- a) Worker safety is given priority in planning, pricing, and performing the Work;
 - b) The Contractor's officers and supervisory employees have a working knowledge of the duties of a "Constructor" and "employer" as defined by *the Act* and the provisions of the Regulations applicable to the Work, and a personal commitment to comply with them;

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

GC 7.01.05 Contractor's Representatives

- .01 The Contractor shall have an authorized representative on the site while any Work is being performed, to supervise the Work and act for or on the Contractor's behalf. Prior to commencement of construction, the Contractor shall notify the Contract Administrator of the names, addresses, positions, and cell phone, and telephone numbers of the Contractor's representatives who can be contacted at any time to deal with matters relating to the Contract, and update as necessary.
- .02 The Contractor shall designate a person to be responsible for traffic control and work zone safety. The designated person shall be a competent worker who is qualified because of:

- a) Knowledge, training, and experience to perform the duties;
- b) Is familiar with Book 7 of the Ontario Traffic Manual; and
- c) Has knowledge of all potential or actual danger to workers and motorists.

Prior to the commencement of construction, the Contractor shall notify the Contract Administrator of the name; address; position; cell phone, and telephone numbers of the designated person, and update as necessary. The designated person may have other responsibilities, including other construction sites, and need not be present in the Working Area at all times.

GC 7.01.06 Assistance to the Contract Administrator

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

GC 7.01.07 Schedule

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

GC 7.01.08 Errors and Inconsistencies Relating to the Contract

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

GC 7.01.09 Utilities

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

Utilities and service connections by the Contractor's forces during construction if the stake out locations are within the tolerances given in clause GC 2.01.01 (a).

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

GC 7.02 Monuments and Layout

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

- .09 The Contractor shall assume full responsibility for alignment, elevations, and dimensions of each and all parts of the Work, regardless of whether the Contractor's layout work has been checked by the Contract Administrator.
- .10 All stakes, marks, and reference points shall be carefully preserved by the Contractor. In the case of their destruction or removal, for any reason, before the end of the Contract Time such stakes, marks, and reference points shall be replaced, unless otherwise mutually agreed between the Contractor and the Contract Administrator, at the Contractor's expense.
- .11 Benchmarks and survey monuments identified in the Contract Documents shall be protected by the Contractor. In the case of their destruction or removal, such benchmarks and survey monuments shall be replaced by the Owner at the Contractor's expense.

GC 7.03 Working Area

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

GC 7.04 Damage by Vehicles or Other Equipment

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

GC 7.05 Excess Loading of Motor Vehicles

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

GC 7.06 Maintaining Roads and Detours

- .01 Unless otherwise specified in the Contract Documents, if an existing Roadway is affected by construction, it shall be kept open to both vehicular and pedestrian traffic.

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

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

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

c) Access for emergency response services;

to properties adjoining the Working Area.

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

GC 7.08 Approvals and Permits

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

GC 7.09 Suspension of Work

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

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

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

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

GC 7.11 Notices by the Contractor

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

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

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

GC 7.13 Obstructions

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

GC 7.14 Limitations of Operations

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

GC 7.15 Cleaning Up Before Acceptance

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

GC 7.16 Warranty

- .01 Unless otherwise specified in the Contract Documents for certain Materials or components of the Work, the Contractor shall be responsible for the proper performance of the Work only to the extent that the design and standards permit such performance.
- .02 Subject to the previous paragraph the Contractor shall correct promptly, at no additional cost to the Owner, defects or deficiencies in the Work that appear:
 - a) Prior to and during the period of 12 months from the date of Substantial Performance of the Work, as set out in the Certificate of Substantial Performance of the Work,
 - b) Where there is no Certificate of Substantial Performance, 12 months from the date of Completion of the Work as set out in the Completion Certificate, or

- c) Such longer periods as may be specified in the Contract Documents for certain Materials or some of the Work.

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

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

GC 7.17 Contractor's Workers

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

GC 7.18 Drainage

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

SECTION GC 8.0 - MEASUREMENT AND PAYMENT

GC 8.01 Measurement

GC 8.01.01 Quantities

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

GC 8.01.02 Variations in Tender Quantities

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

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

GC 8.02 Payment

GC 8.02.01 Non-Resident Contractor

- .01 If the Contractor is not a registered entity in Ontario, the Contractor shall obtain all necessary approvals, consents, permits, licences, certificates, registrations, and other authorizations prior to execution of the Contract.

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

GC 8.02.02 Price for Work

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

GC 8.02.03 Advance Payments for Material

- .01 The Owner shall make advance payments for Material intended for incorporation in the Work upon the written request of the Contractor and according to the following terms and conditions:
- a) The Contractor shall deliver the Material to a site approved by the Contract Administrator and the Contractor shall, in advance of receipt of the shipment of the Material, arrange for adequate and proper storage facilities.
 - b) The value of aggregates, processed and stockpiled, shall be assessed by the following procedure:
 - i. Sources Other Than Commercial
 - (A) Granular A, B, BI, BII, BIII, M, and O shall be assessed at the rate of 60% of the Contract price.
 - (B) Coarse and fine aggregates for hot mix asphaltic concrete, surface treatment and cement concrete shall be assessed at the rate of 25% of the Contract price for each aggregate stockpiled.
 - ii. Commercial Sources
 - (A) Payment for separated coarse and fine aggregates shall be considered at the above rate when such Materials are stockpiled at a commercial source where further processing is to be carried out before incorporating such Materials into a final product. Advance payments for other Materials located at a commercial source shall not be made.
 - c) Payment for all other Materials, unless otherwise specified elsewhere in the Contract Documents, shall be based on the invoice price, and the Contractor shall submit proof of cost to the Contract Administrator before payment can be made by the Owner.
 - d) The payment for all Materials shall be prorated against the appropriate tender item by paying for sufficient units of the item to cover the value of the Material. Such payment shall not exceed 80% of the Contract price for the item.
 - e) All Materials for which the Contractor wishes to receive advance payment shall be placed in the designated storage location immediately upon receipt of the Material and shall thenceforth be held by the Contractor in trust for the Owner as collateral security for any monies advanced by the Owner and for the due completion of the Work. The Contractor shall not exercise any act of ownership inconsistent with such security, or remove any Material from the storage locations, except for inclusion in the Work, without the consent, in writing, of the Contract Administrator.
 - f) Such materials shall remain at the risk of the Contractor who shall be responsible for any loss, damage, theft, improper use, or destruction of the Material however so caused.

- .02 Where the Owner makes advance payments subject to the conditions listed in clause GC 8.02.03.01, such payment shall not constitute acceptance of the Material by the Owner. Acceptance shall only be determined when the Material meets the requirements of the appropriate specification.

GC 8.02.04 Certification and Payment

GC 8.02.04.01 Progress Payment

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

GC 8.02.04.02 Certification of Subcontract Completion

- .01 Before the Work has reached the stage of Substantial Performance, the Contractor may notify the Contract Administrator, in writing that a subcontract is completed satisfactorily and ask that the Contract Administrator certify the completion of such subcontract.
- .02 The Contract Administrator shall issue a Certificate of Subcontract Completion, if the subcontract has been completed in a form satisfactory to the Contract Administrator, and all required inspection and testing of the works covered by the subcontract have been carried out and the results are satisfactory to the Contract Administrator.
- .03 The Contract Administrator shall set out in the Certificate of Subcontract Completion the date on which the subcontract was completed and, within 7 Days of the date the subcontract is certified complete, the Contract Administrator shall give a copy of the certificate to the Contractor and to the Subcontractor concerned.

GC 8.02.04.03**Subcontract Statutory Holdback Release Certificate and Payment**

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

GC 8.02.04.04**Substantial Performance of Work**

- .01 The Contractor, as part of the application for Substantial Performance, shall submit an itemized list of the outstanding work.
- .02 Upon application by the Contractor and when the Contract Administrator has verified that the Contract has been substantially performed, the Contract Administrator shall issue a Certificate of Substantial Performance.
- .03 The Contract Administrator shall set out in the Certificate of Substantial Performance the date on which the Contract was substantially performed and, within 7 Days after signing the said certificate, and shall provide a copy to the Contractor.
- .04 Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith, as required by Section 32(1) Paragraph 5 of the *Construction Act*, as amended, publish a copy of the certificate in the manner set out in the regulations.
- .05 Where the Contractor fails to publish a copy of the Certificate of Substantial Performance as required above within 7 Days after receiving a copy of the certificate signed by the Contract Administrator, the Owner may publish a copy of the certificate at the Contractor's expense.
- .06 Except as otherwise provided for in Section 31 of the *Construction Act*, the 60 Day lien period prior to the release of holdback as referred to in clause GC 8.02.04.05, Substantial Performance Payment and Statutory Holdback Release Payment Certificates, shall commence from the date of publication of the Certificate of Substantial Performance as provided for above.

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

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

GC 8.02.04.06 Certification of Completion

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

GC 8.02.04.07 Completion Payment and Completion Statutory Holdback Release Payment Certificates

- .01 Prior to the Contract Administrator issuing the Completion Certificate, the Contractor shall submit a Proper Invoice for the Work completed. In addition to the requirements noted under section 8.02.04.01.02, the Proper Invoice shall include:
- a) Measurement and value of Work at Completion;
 - b) The amount of the further Statutory Holdback based on the value of further Work completed over and above the value of Work completed shown in the Substantial Performance Payment Certificate referred to above; and
 - c) The amount due to the Contractor.
- .02 The Completion Statutory Holdback Release Payment Certificate shall be a payment certificate releasing to the Contractor the further Statutory Holdback. Subject to any outstanding liens and permissible set-offs

and upon submission of a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board, the Owner shall pay the remaining holdback on the Work done, within 28 Days after the expiration of the 60-Day lien period.

- .03 Any amount of security retained shall be identified on the Completion Payment Certificate.

GC 8.02.04.08 Interest

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

GC 8.02.04.09 Interest for Late Payment

- .01 Provided the Contractor has complied with the requirements of the Contract, including all documentation requirements, when payment by the Owner to the Contractor for Work performed, or for release of Statutory Holdback, is delayed by the Owner, then the Contractor shall be entitled to receive interest on the outstanding payment at the Rate of Interest, if payment is not received on the dates set out below:
- a) Progress Payment: 28 Days after submission of Proper Invoice;
 - b) Subcontract Statutory Holdback Release Payment: 89 Days after the date on which the subcontract was completed;
 - c) Substantial Performance Payment: 28 Days after the date of issuance of the certificate;
 - d) Substantial Performance Statutory Holdback Release Payment: 89 Days after publication of the Payment Certificate of Substantial Performance;
 - e) Completion Payment: 28 Days after the date certified as the date on which the Contract reached Completion; and
 - f) Completion Statutory Holdback Release Payment: 89 Days after the date certified as the date that the Work was completed.
- .02 If the Contractor has not complied with the requirements of the Contract, including all documentation requirements, prior to expiration of the time periods described in clause GC 8.02.04.09.01, interest shall only begin to accrue when the Contractor has completed those requirements.

GC 8.02.04.10 Interest for Negotiations and Claims

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

GC 8.02.04.11 Owner's Set-Off

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

GC 8.02.04.12 Delay in Payment

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

GC 8.02.05 Payment on a Time and Material Basis

GC 8.02.05.01 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

GC 8.02.05.02 Daily Work Records

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

GC 8.02.05.03 Payment for Work

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

GC 8.02.05.04 Payment for Labour

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

GC 8.02.05.05 Payment for Material

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

GC 8.02.05.06 Payment for Equipment

GC 8.02.05.06.01 Working Time

- .01 The Owner shall pay the Contractor for the Working Time of all Equipment, other than Rented Equipment and Operated Rented Equipment, used on the Work on a Time and Material basis at the 127 Rate.
- .02 The Owner shall pay the Contractor for the Working Time of Rented Equipment used on the Work on a Time and Material Basis at 110% of the invoice price approved by the Contract Administrator up to a maximum of 110% of the 127 Rate. This constraint shall be waived when the Contract Administrator approves the invoice price prior to the use of the Rented Equipment.
- .03 The Owner shall pay the Contractor for the Working Time of Operated Rented Equipment used on the Work on a Time and Material Basis at 110% of the Operated Rented Equipment invoice price approved by the Contract Administrator prior to the use of the Equipment on the Work on a Time and Material Basis.

GC 8.02.05.06.02 Standby Time

- .01 The Owner shall pay the Contractor for Standby Time of Equipment at 35% of The 127 Rate or 35% of the invoice price whichever is appropriate. The Owner shall pay reasonable costs for Rented Equipment where this is necessarily retained in the Working Area for extended periods agreed to by the Contract Administrator. This shall include Rented Equipment intended for use on other work, but has been idled due to the circumstances giving rise to the Work on a Time and Material Basis.
- .02 In addition, the Owner shall include the Cost of Labour of operators or associated labourers who cannot be otherwise employed during the Standby Time or during the period of idleness caused by the circumstances giving rise to the Work on a Time and Material Basis.
- .03 The Contract Administrator may require Rented Equipment idled by the circumstances giving rise to the Work on Time and Material Basis to be returned to the lessor until the Work requiring the Equipment can be resumed. The Owner shall pay such costs as a result from such return.
- .04 When Equipment is transported, solely for the purpose of the Work on a Time and Material Basis, to or from the Working Area on a Time and Material basis, payment shall be made by the Owner only in respect of the transporting units. When Equipment is moved under its own power it shall be deemed to be working. The method of moving Equipment and the rates shall be subject to the approval of the Contract Administrator.

GC 8.02.05.07 Payment for Hand Tools

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

GC 8.02.05.08 Payment for Work by Subcontractors

- .01 Where the Contractor arranges for Work on a Time and Material Basis, or a part of it, to be performed by Subcontractors on a Time and Material basis and has received approval prior to the commencement of such Work, according to the requirements of subsection GC 3.09, Subcontracting by the Contractor, the Owner shall pay the cost of Work on a Time and Material Basis by the Subcontractor calculated as if the Contractor had done the Work on a Time and Material Basis, plus a markup calculated on the following basis:
 - a) 20% of the first \$3,500; plus
 - b) 15% of the amount from \$3,500 to \$12,000; plus

c) 5% of the amount in excess of \$12,000.

- .02 No further markup shall be applied regardless of the extent to which the work is assigned or sublet to others. If Work on a Time and Material Basis is assigned or sublet to a related entity or associated corporation with common ownership to the Contractor as defined by the *Securities Act*, RSO 1990, cS.5, then the Contractor markup is not permitted.

GC 8.02.05.09 Submission of Invoices

- .01 At the start of the Work on a Time and Material Basis, the Contractor shall provide the applicable labour and Equipment rates not already submitted to the Contract Administrator during the course of such Work.
- .02 Separate summaries shall be completed by the Contractor. Each summary shall include the Change Directive or Change Order number and covering dates of the Work and shall itemize separately the labour, Materials, and Equipment. Invoices for Materials, Rented Equipment, and other charges incurred by the Contractor on the Work on a Time and Material Basis shall be included with each summary.
- .03 Each month the Contract Administrator shall include with the monthly progress payment, the costs of the Work on a Time and Material Basis incurred during the preceding month all according to the Contract administrative procedures and the Contractor's invoice of the Work on a Time and Material Basis.
- .04 The final summary as per clause 8.02.05.09.02 shall be submitted by the Contractor within 60 Days after the completion of the Work on a Time and Material Basis.

GC 8.02.05.10 Payment Other Than on a Time and Material Basis

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

GC 8.02.05.11 Payment Inclusions

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

GC 8.02.06 Final Acceptance Certificate

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

GC 8.02.07 Records

- .01 The Contractor shall maintain and keep accurate Records relating to the Work, Changes in the Work, Extra Work, Additional Work and claims arising therefrom. Such Records shall be of sufficient detail to support the total cost of the Work, Changes in the Work, Extra Work, Additional Work and claims arising therefrom. The Contractor shall preserve all such original Records until 12 months after the Final Acceptance Certificate is issued or until all claims have been settled, whichever is longer. The Contractor shall require that Subcontractors employed by the Contractor preserve all original Records pertaining to

the Work, Changes in the Work, Extra Work, Additional Work and claims arising therefrom for a similar period of time.

- .02 The Owner may inspect and audit the Contractor's Records relating to the Work, Changes in the Work, Extra Work, and Additional Work at any time during the period of the Contract. The Contractor shall supply certified copies of any part of its Records required, whenever requested by the Owner.

GC 8.02.08 Taxes

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

GC 8.02.09 Liquidated Damages

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

**MCPHEE BRIDGE REHABILITATION
TOWNSHIP OF NORTH GLENGARRY**

CONTRACT NO. PW 1025

SECTION “E”

SPECIAL PROVISIONS - GENERAL

ENGINEER AND CONTRACT ADMINISTRATOR**Special Provision General No. – E01**

For the purpose of this Contract the words: “Engineer” and “Contract Administrator” are equivalent.

DEFINITION OF CONSTRUCTOR**Special Provision General No. – E02**

For the purpose this Contract, the Contractor will be the Constructor.

EXISTING UTILITIES AND OPERATIONAL CONSTRAINTS**Special Provision General No. – E03**

1. The location of utilities where shown on contract drawings is diagrammatic and approximate only and the exact location should be determined by consulting the municipal authorities and utility companies concerned.
2. The Contractor is solely and fully responsible for contacting all applicable utility companies for locates and operational constraints, and for providing such utility companies with details of proposed work.
3. The Contractor shall devise methodology of work and carry out the work in a manner as not to affect utility and shall be fully responsible for adequate protection of utilities from damage during construction.
4. The Contractor shall co-operate with utility companies which may need to carry work on utilities during work on this contract.
5. In addition to all other Contract requirements, the provisions contained in O.Reg. 213/91, Section 186 shall apply for work in the vicinity of all Hydro installations.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT**Special Provision General No. – E04**

Contractor shall be fully and solely responsible for compliance with the occupational Health and Safety Act.

EMPLOYMENT**Special Provision General No. – E05**

The Contractor and any Sub-Contractor of the Contractor shall

1. employ only residents of Canada, and
2. in employing persons, refrain from discriminating against any person by reason of race, religious views or political affiliations.

OCCUPATIONAL HEALTH AND SAFETY ACT COMPLIANCE**Special Provision General No. – E06**

List of Designated Substances

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

Substance (Ontario Regulation Number)	Location
Asbestos on Construction Projects and in Buildings and Repair Operations (O. Reg. 278/05)	N/A
Benzene (R.R.O. 1990, Reg. 839)	Vehicle Emission
Mercury (R.R.O. 1990, Reg. 844)	Vehicle Emission
Vinyl Chloride (R.R.O. 1990, Reg. 846) Coke Oven Emissions (R.R.O. 1990, Reg. 840) Ethylene Oxide (R.R.O. 1990, Reg. 841) Acrylonitrile (R.R.O. 1990, Reg. 835) Isocyanates (R.R.O. 1990, Reg. 842)	Vehicle Emission
Silica (R.R.O. 1990, Reg. 845)	Concrete, Granular, Blasting Medium, Throughout site
Arsenic (R.R.O. 1990, Reg. 836)	Vehicle Emission, Throughout site
Lead (R.R.O. 1990, Reg. 843)	Structural steel, Railing, Throughout site
Bats and Bird droppings	Structural steel, Throughout site

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

IDENTIFICATION OF LOCAL REGULATORY AUTHORITIES

Special Provision General No. – E07

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

Regulatory Authority	Notification Requirement
MOE: Spills Action Centre (SAC) 1-800-268-6060	For notification of a spill to the environment under the Environmental Protection Act
Municipality: Township of North Glengarry; 3720 County Road 34, R.R. 2, Alexandria, Ontario, K0C 1A0	For notification of a spill to the environment under the Environmental Protection Act
MOE: Ministry of the Environment Unit 3, 1259 Gardiners Road, Kingston, Ontario, K7P 3J6	For Waste Management Approval under the Environmental Protection Act
MNR: Ministry of Natural Resources – Kemptonville District Provincial Government Building Unit 1, 10 Campus Drive, Kemptonville, Ontario K0G 1J0	For notification of the release of a deleterious substance to a watercourse under the Fisheries Act
DFO: Department of Fisheries and Oceans, Regional Headquarters 520 Exmouth Street Sarnia Ontario, N7T 8B1	For notification of the release of a deleterious substance to a watercourse under the Fisheries Act

Local Police: OPP North Glengarry Detachment; 624 Main St S, Alexandria, ON K0C 1A0	For notification of a Dangerous Occurrence involving dangerous goods under the Transportation of Dangerous Goods Act
Local Conservation Authority: Raisin Region Conservation Authority; 18045 County Road 2, Box 429, Cornwall, ON, K6H 5T2	For notification of the release of a deleterious substance to a watercourse under the Fisheries Act, For notification of a spill to the environment under the Environmental Protection Act, for approval of erosion and sediment control plan, for all work in vicinity of waterway

CONTROL OF EMISSIONS DURING STRUCTURAL WORK**Special Provision General No. – E08****1.0 SCOPE**

This special provision describes the requirements for the control of emissions including but not limited to; dust, abrasive blast medium and other debris generated from work on structures involving abrasive blast cleaning of concrete and reinforcing steel, and the cutting and grinding, including scarification, of concrete.

2.0 SUBMISSION AND DESIGN REQUIREMENTS

The Contractor shall give the Contract Administrator written notice 3 working days prior to the start of abrasive blast cleaning of concrete and reinforcing steel, and of the cutting and grinding, including scarification, of concrete. The Contractor shall submit with the written notice a proposal describing the procedures/plans to control the emissions of dust, abrasive blast medium and other debris from these operations.

3.0 CONSTRUCTION

The Contractor shall take whatever measures necessary to ensure that dust, abrasive blast medium, and other debris from work on structures involving abrasive blast cleaning of concrete and reinforcing steel, and the cutting and grinding, including scarification, of concrete, do not:

- (a) enter any surface waters; or
- (b) escape beyond the right-of-way.

The measures may include:

- (a) termination of operations during periods of high wind;
- (b) the use of low dust generating technologies such as vacuum abrasive blasting;
- (c) vacuuming of surfaces to remove dust and debris; and
- (d) the use of temporary barrier walls or enclosures.

Excess materials shall be managed as specified in the Contract Documents.

4.0 BASIS OF PAYMENT

Payment for the control of emissions during work on structures involving abrasive blast cleaning of concrete and reinforcing steel, and the cutting and grinding, including scarification, of concrete, shall be deemed to be included in the tender items requiring such control. Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.

ONTARIO PROVINCIAL STANDARD DRAWINGS

Special Provision General No. – E09
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The completeness of the list of all required OPSD drawings is not guaranteed or implied. All other Standard Drawings listed or required for completion of work, as well all referenced drawings are available at Engineer's business office during normal working hours.

STRUCTURAL REFERENCE PLANS / REFERENCE INFORMATION

Special Provision General No. – E10
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Information Available and Location

The following plans / documents may be viewed for information purposes:

- Previous OSIM Inspection Reports

The hard copy of these documents are available for viewing at the following location during office hours:

HP Engineering Inc.
Suite 221-2039 Robertson Road
Ottawa, Ontario K2H 8R2

All dimensions shown on the plans shall be considered approximate and shall be verified by Contractor prior to bidding.

The above referenced plans / documents are also attached (.pdf format) to the electronic tender documents. The plans / documents are for reference purposes only, absolutely nothing on these plans / documents is guaranteed and these plans / documents do not form part of the Contract Documents.

AS BUILT DRAWINGS

Special Provision General No. – E11
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Record Drawings for Structural Contracts

As built drawings in hard copies (full sized red-line mark-ups) shall be supplied by the Contractor to the Contract Administrator within two weeks of the final completion of the work. Contract Administrator will review and advise of completeness. Contractor shall re-submit the drawings as many times as required to achieve full completeness and accuracy.

SPILLS REPORTING

Special Provision General No. – E12
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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. 1980.

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.

SUBMISSIONS**Special Provision General No. – E13**

The following submissions, but not limited to this list, shall be made to the Engineer for review a minimum of 2 weeks prior to beginning the work. Further submissions as required are listed in specific Sections of Work, Ontario Provincial Standard Specifications and elsewhere in the Contract Specifications. Requirements for certification / stamping of various submissions may or may not be indicated below and may also be indicated elsewhere in the Contract Documents.

Submission Documents / Plans

1. Traffic Control Plan.
2. Health and Safety Plan.
3. Environmental protection / erosion and sediment control plan for authority's approval.
4. Dewatering Plan.

Shop Drawings

1. All formwork, shoring, temporary supports, access platforms, suspended platforms, scaffolding, temporary structural supports, etc. shop drawings signed and sealed by Engineers as specified in Contract.
2. New Deck Barrier and Steel Posts.

All shop drawings and engineered submissions, including for formwork, shoring, temporary supports, access platforms, suspended platforms, scaffolding, deck removal drawings, etc., shall bear the stamp and signature of two Professional Engineers licenced in the Province of Ontario (*Design* and *Check* Engineers) who are specialists in the applicable field. **The Design Engineer shall carry a minimum of two million dollars professional liability insurance. Proof of insurance shall be provided to the Contract Administrator prior to commencing work.** The Design and Check Engineer's will be retained by the Contractor and costs for all such work shall be included in the Contract price for the applicable item.

Certificates of Conformance / Quality Control Certificates

1. Formwork, shoring, temporary supports, access platforms, suspended platforms, scaffolding, temporary structural supports, etc.
2. Certificate of conformance and warranty certificate for the Waterproofing System.

The Contractor shall submit a *Certificate of Conformance* for the above noted components, signed and sealed by the Design Engineer, **clearly and unequivocally** stating that the component has been installed in full conformance with their design. Any modifications made to erected components shall be clearly defined and fully certified in the *Certificate of Conformance*. References such as '*the erected component has been installed in general conformance with the approved shop drawings provided that [missing component] is installed*' must be further supplemented by another *Certificate of Conformance* from the Design Engineer certifying the *[missing component]*. The Contractor must submit the *Certificate of Conformance* for each component prior to the use of the component.

Material Information / Product Samples

1. Concrete supplier and mix designs (separate mix design required for each concrete mix; refer to Special Provision General No. E16 below for specifics).
2. Data sheets for proprietary patch materials.
3. Data sheets for epoxy and polyurethane injection resins.
4. Asphalt mix design and asphalt supplier.

5. Granular test results, confirming compliance to OPSS, and granular supplier, including pit/quarry location.
6. Mill certificates for structural steel.
7. Source of galvanized reinforcement.
8. Tack coat.
9. Rubberized asphalt and protection board.
10. Epoxy grout for dowels.
11. Any other products or compounds.

QUALITY CONTROL PROGRAM

Special Provision General No. – E14
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In addition to the Contractor's quality control requirements and any other quality control requirements as may be specified elsewhere in the Contract, the following apply:

1. Concrete - no adjustment to concrete load on site will be allowed except air entrainment and superplasticizer. All concrete not conforming to Specification will be immediately rejected.
2. Concrete Curing - no substitution to method specified will be considered.
3. Asphalt Pavement - the asphalt pavement will be inspected by the Engineer at the time of placement for limit of application, thickness, rolling process and compaction. Engineer may also take samples. Contractor to provide assistance. Asphalt to be placed with complete, unequivocal and full compliance with specifications with respect to ambient and asphalt temperatures, probability of rain, and other environmental requirements. Any asphalt placed on this Contract with violation of any of these requirements will be considered temporary and will require complete replacement at the sole expense of the Contractor.
4. Reinforcing Steel – reinforcing steel (new and existing) will be inspected by the Engineer prior to placing concrete; the Contractor shall provide access / assistance.
5. Waterproofing – the waterproofing membrane thickness will be inspected by the Engineer at the time of application.

TESTING OF MATERIALS

Special Provision General No. – E15
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In addition to testing requirements as may be specified elsewhere in the Contract (including testing required to be performed by the Contractor), the following apply:

1. Aggregate for Concrete – will be tested by Engineer at their discretion. Contractor to provide all required assistance in obtaining samples
2. Concrete – will be tested as described below in Special Provisions General No. E16
3. Hot Mix Asphalt - will be tested by an Engineer retained by the Contractor. Compaction and Hot Mix conformance testing will be completed and the results will be supplied to the Contract Administrator. The Contractor shall provide all required assistance in obtaining samples.
4. Granular A and Granular B Type II materials and compaction will be tested by an Engineer retained by the Contractor. Compaction testing results will be supplied to the Contract Administrator.
5. Waterproofing thickness – will be tested by the Engineer at their discretion. Contractor to provide all required assistance in obtaining measurements.

Further Testing:

Contractor will be responsible for all costs associated with any further testing over and above that originally carried out by the Owner.

LIQUIDATED DAMAGES**Special Provision General No. – E18**

Fixed Completion Date and Charges

1. Time

Time shall be the essence of this Contract.

2. Progress of the Work and Time for Completion

The Contractor shall complete the work for McPhee Bridge, in its entirety by **November 30, 2026**

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

3. Liquidated Damages

It is agreed by the parties to the Contract that in case all the Work called for under the Contract is not finished or completed within the date of completion specified aforementioned or as extended in accordance with subsection GC3.06, Extension of Contract Time, of OPS General Conditions of Contract, November 2006, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of \$ 500.00 as liquidated damages for each and every calendar day's delay in finishing the work beyond the date of completion prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Owner which will accrue during the period in excess of the prescribed date of completion.

FENCING THE CONSTRUCTION AREA**Special Provision General No. – E19**

To restrict access by the public, the right-of-way adjacent to working areas shall be fenced before work commences. Where the Contract Documents do not require chain link fence or where it is impractical to erect chain link fence before work commences, the Contractor shall erect, maintain, remove and dispose of the temporary snow fence required to restrict access. The requirement for fencing the work area is in addition to all other requirements as may be specified elsewhere in the Contract Documents.

CONTRACTOR RESPONSIBILITY FOR DUST SUPPRESSION AND WATER FOR COMPACTION**Special Provision General No. – E20**

Dust Suppression

The Contractor shall take such steps as may be necessary to prevent dust nuisance resulting from his operation either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a road through the work.

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

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

Water for Compaction

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

Basis of Payment for Dust Suppression and Water for Compaction

Payment for all labour, equipment and materials to do the work for dust control and water for compaction shall be included in the applicable tender item(s).

Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.

PROTECTION OF ENDANGERED SPECIES

Special Provision General No. – E21
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Protection of Endangered Species

Governed by Ontario's Endangered Species Act (ESA 2007) for all species listed on Species at Risk in Ontario (SARO List). The act prohibits killing, harming, harassing, capturing, possessing, etc. any species that is extirpated, endangered or threatened.

1. Education / Training

Contractor shall retain the expert and assure that all personnel are educated about species on SARO List. The Contractor shall provide a basic educational and training program and list of procedures relating to protection and capture of SAR and especially EMR.

2. Encounters with SAR

The Contractor shall not harm and adversely affect any wildlife encountered in the Contract. The Contractor is responsible for ensuring all SAR sighted or encountered within the project limits are protected and relocated as necessary.

The Contractor shall ensure that all SAR sighted/encountered within the contract limits, and which are under immediate threat of harm from construction activities are captured live for relocation elsewhere.

The Contractor shall conduct a survey/search prior to any construction activity that may impact SAR during the term of the Contract. The survey/search shall be conducted by a qualified individual trained in the recognition and handling of SAR.

The Contract Administrator shall be contacted immediately in the event that any SAR species are encountered within the contract limits. All SAR sightings, dead or alive, shall be reported to the Contract Administrator.

The Contractor is legally obligated to comply with the requirements of the Species at Risk Act. All costs associated with the Contractor's failure to take the necessary precautions and abide by the Act including construction delays, fines, etc. shall be borne solely by the Contractor.

More information can be obtained by contacting the local MECP office as follows:

Ministry for the Environment, Conservation and Parks
Cornwall MECP Area Office Address:
1st Floor, 113 Amelia S
Cornwall, ON K6H 3P1
Toll Free: 1-800-860-2760
Tel: 613-933-7402 Fax: 613-933-6402

5. Information Available on Internet

General information regarding species at risk and the ESA 2007 is available at:
<https://www.ontario.ca/page/species-risk-ontario>

Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.

MUNICIPAL AND PROVINCIAL OPS SPECIFICATIONS
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Special Provision General No. – E22
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Where both a Municipal and Provincial oriented OPSS exist for an OPSS referenced in the Contract Documents, the Municipal (MUNI) OPSS will govern.

**MCPHEE BRIDGE REHABILITATION
TOWNSHIP OF NORTH GLENGARRY**

CONTRACT NO. PW 1025

SECTION “F”

SPECIAL PROVISIONS - ITEMS

Scope of Work

The following work, activities and costs shall be included under this Item:

- Bonds, administration and supervisory costs.
- Mobilization and demobilization of equipment material and Contractor's forces.
- Schedules and cash flow forecast.
- Site preparation for work.
- Costs of all necessary approvals and permits as applicable.
- Cost of building construction depot (laydown area) in a location acceptable to the Owner.
- All costs associated with locates, protection or temporary relocation and reinstallation of utilities, if applicable and not specified in other areas of the contract.
- Installation of temporary barricades, hoarding, fencing and other protection required.
- Cost of supplying and maintenance of adequate sanitary facilities.
- Scaffolding and other required access to perform the work, if not specified in other areas of the contract.
- Costs associated with submission of shop drawings, rebar schedules, product submissions etc., including engineering and QVE.
- Cost of advertising of Substantial Completion in Daily Commercial News.
- Costs associated with access to private properties as required and obtaining written release from the affected property Owners. Copy to be submitted to the Engineer.
- Maintaining and reinstatement of existing road signs, mailboxes, etc.
- All costs of any incidental work not specifically mentioned in the Contract Documents but required by virtue of the work.
- All costs associated with required environmental protection measures not specified elsewhere in the Contract.
- Contractor's office.
- Fencing of the Work area.
- Cost of reinstating to their original conditions the Contractor's laydown areas and office sites.
- All costs associated with preparation of as-built drawings (red line hard copy mark-ups).
- All costs associated with field surveying as specified in the Contract Documents and as required in order to properly layout and complete the work.

The Contractor shall submit a detailed Work Schedule and, if requested, a Projected Monthly Cash Flow Forecast to the Engineer at the Pre-Construction Meeting.

The Projected Monthly Cash Flow Forecast shall indicate the projected cost of the work to be completed in each calendar month of the Contract term, and shall be based on the Contract prices and be consistent with the Detailed Work Schedule.

The Contractor is advised that no additional payment will be made for any repeated mobilization and demobilization for any of the construction activities covered by this Contract; interrupted by weather or by any other construction activity included in any part of this Contract.

Basis for Payment

Payment at the Contract lump sum price for the Item "Sitework including Mobilization and Demobilization" shall be full compensation for all labour, materials and equipment required to complete the work. Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.

Measurement for Payment

Payment for this lump sum Item will be prorated over the scheduled duration of the Contract per the approved schedule.

OPSS 706 shall govern except as amended and extended herein:

Scope of Work

The Scope of work for the Item 'Traffic Control including Detour Route Signing' includes, but is not necessarily limited to, the following:

1. Vehicular and pedestrian traffic control and construction signing (including all detour route signing) on all roads affected by construction activities.
2. Local bridge closure signs as indicated in the Contract Drawings.
3. All other provisions related to traffic control and traffic management as required to carry out the construction and facilitate the Contractor's operations except where paid separately.
4. Separate provisions to positively (100%) restrain any errant vehicles from entering the work area during construction.
4. The bridge will be fully closed to traffic during construction. Under this Item the Contractor will supply, install, maintain, and remove upon completion, all traffic control signs, delineators, barricades, etc., as indicated in the Contract Drawings and as required by the Ontario Traffic Manual, Book 7 - Temporary Condition to close the bridge to traffic. This item shall also include the supply and installation of a solid Physical Barrier at the limits of Contract on the roadway to prevent vehicles and pedestrians from entering the construction zones (all site locations). The physical barrier shall be adequately illuminated to be clearly visible and distinguishable during night conditions. In addition, construction fencing shall be installed around the construction area at all times.
7. All costs associated with the placement of temporary fill material, temporary asphalt (as may be required) to accommodate vehicular and pedestrian access at affected properties shall also be included in the Item 'Traffic Control'.
8. As part of the work under the 'Traffic Control including Detour Route Signing' Item, the Contractor shall circulate a notification letter (in English) to all local residents and businesses along the detour route. The letter shall inform the residents / businesses of the upcoming project including start dates, completion dates, Contractor's name and contact information. A copy of the letter shall be submitted to the Engineer. The letter shall be circulated to all residents no later than 1 week prior to the start date of road closures.
9. The Contractor shall be responsible for ensuring that all construction signing is maintained in their specified location throughout the duration of the detour operation. The Contractor shall make two daily inspections and maintain a daily log of time of inspection to be submitted to Contract Administrator prior to final payment (refer to *Daily Diary of Signs* below for additional information).

All work under this structure (at the various structures) shall be carried out with the roadways (at the structures) fully closed to both vehicular and pedestrian traffic.

Traffic Control Signing

Contractor will supply, install, relocate, maintain, and remove upon completion, all traffic control signs, delineators, barricades, appurtenances, temporary removable pavement markings (including removal/relocation for stage switch-overs), etc. as specified in the Contract documents and as required by the Ontario Traffic Manual, Book 7 (Temporary Conditions) in order to complete the construction.

A Traffic Control Plan showing the schedule and layout sketch of all traffic control signing (for all stages of work) shall be prepared by the Contractor and submitted to the Contract Administrator for review a minimum of 14 days prior to commencing any work.

All signs and levels of reflectivity shall conform to the Ontario Traffic Manual, Book 7 (Temporary Conditions). Signs shall be installed in strict conformance with Book 7.

Signs indicating the road closure commencing on XX and will run to XX day shall be installed by the contractor 1 week prior to the road closure.

The Contractor shall be responsible for ensuring that all construction signing is maintained in their specified location throughout the duration of the detour operation. The Contractor shall make two daily inspections and

maintain a daily log of time of inspection to be submitted to Contract Administrator prior to final payment (refer to *Daily Diary of Signs* below for additional information).

Daily Diary of Signs

The Contractor shall maintain a daily, hardbound diary of the signs in use for temporary and long-term traffic control. The diary shall be submitted with the final payment documents. For the duration of the contract and within 24 hours of a request by the Contract Administrator, the Contractor shall provide the Contract Administrator full access to the daily diary of the signs. The following information shall be included in the diary:

- i) a schematic of the location of each existing sign by station, offset and height above pavement.
- ii) a schematic of the placement and re-location of all construction signs during each stage of construction by station, offset and height above pavement.
- iii) traffic accidents including time of inspection, location of incident and photographs.
- iv) time of daily sign inspections.
- v) for mobile/moving operations the signing shall be in accordance with the Ontario Traffic Manual (OTM), Book 7 - Temporary Conditions.

Amendments to OPSS 706

OPSS 706 is amended as follows.

706.02 REFERENCES

Section 706.02 References, is amended by the addition of the following:

ASTM International (formerly American Society for Testing and Materials):

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

706.05 Materials

Subsections 706.05.01, Reflective Surfaces, and 706.05.02, Signs, are amended by deletion of "M.U.T.C.D." and replacement with "Ontario Traffic Manual":

706.07 CONSTRUCTION**706.07.01 Traffic Control Signing**

Section 706.07.01, Traffic Control Signing, is amended by the deletion of "M.U.T.C.D." and replacement with the following: "Ontario Traffic Manual."

Construction Signs Definition, Reflectivity Standard Requirement and Sign Light Intensity Change at Twilight**Definitions**

Section 706.03. Definitions, is amended by the deletion of the definition "Construction Signs" and its replacement with the following:

Construction Signs: means all traffic control signs and associated devices identified in Book 7, including vehicles and sign trailers, required to support signs and equipment to supply sign lighting, excluding the Project Information Sign and highway number markers.

Reflective Surfaces

Subsection 706.05.01, Reflective Surfaces, is deleted and replaced by the following:

Reflective materials and surfaces shall conform to Book 7, except for the second paragraph of Part A, Division 5, subsection A5.03.01, which is deleted and replaced with the following:

As of January 1, 1992 the following devices shall have a minimum reflectivity standard of "Reflectivity Level 1" (hi-intensity) Canadian Government Specification Standard 62-GP-11, as amended: TC 3, TC 4, TC 7, TC 18, TC 43, TC 46, TC 52, TC 53, TC 54.

Traffic Control Signing

Subsection 760.07.01, Traffic Control Signing, is amended by the addition of the following:

The first paragraph of OPSS 706.07.01 is amended by the deletion of the last sentence and replacement with the following:

A Project Sign shall be supplied, installed, maintained, and removed by the Contractor. The Project Sign shall be maintained until the Certificate of Final Completion has been issued.

Subsection 706.07.01 is further amended by the addition of the following:

Lights on Lane Closure Arrow Signs (TC-12) shall change in intensity during the twilight period by 50%.

Section 706.07.01, Traffic Control Signing, is amended by the deletion of "M.U.T.C.D." and replacement with the following: "Ontario Traffic Manual."

Section 706.07.01, is amended by the addition of the following:

Measurement for Payment

For progress payments, forty (40) percent of the Contract price will be paid upon initial implementation of the traffic control plan. Fifty (50) percent will be prorated over the scheduled Contract duration and the remaining (10) percent will be paid upon removal. No measurement and payment will be made whatsoever for any traffic control provisions as may be required due to failure of Contractor to attain specified Contract completion date as all such costs will be borne by the Contractor.

Basis of Payment

Payment at the Contract lump sum price shall be full compensation for all labour, equipment, and material required to do the work. In the case of discrepancies between Book 7 and the Contract Documents, the Contractor shall assume that the more expensive alternative will be employed. The Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.

OPSS 182, OPSS 577 and OPSS 805 shall govern except as extended herein:

Scope of Work

The Contractor will design, erect, maintain, monitor and remove upon completion the protection schemes necessary for performing the entire work without letting any concrete, debris or any construction materials enter the waterway, to the Authority's approval and satisfaction. Implement, maintain and remove all erosion and sediment control measures and removal of sediment accumulated by control measures.

Environmental Protection - General

The Contractor is fully and solely responsible for compliance with the local Conservation Authority as related to protection of fish habitat and protection of the environment. Contractor is fully and solely responsible for compliance with all Federal, Provincial and Municipal Acts and regulations as related to environmental protection.

Raisin Region Conservation Authority

The Owner has made contact with the Raisin Region Conservation Authorities (RRCA) regarding this project. In order to issue the work permit, the RRCA requires the Contractor's Environmental Protection Plan / Erosion and Sediment control plan. As part of the work under this item, and in addition to all other Environmental and other requirements, the Contractor is fully and solely responsible for abiding by all permit requirements including, but not necessarily limited to, the submission of an Environmental Protection / Erosion & Sediment Control Plan to the RRCA for review and approval. The Contractor shall ensure that he allots sufficient time Environmental Protection / Erosion & Sediment Control Plan review and approval (including any necessary re-submissions as required), etc. The Contractor's Environmental Protection / Erosion & Sediment Control Plan to be submitted to the RRCA shall be designed, signed and sealed by a qualified Professional Engineer licenced in the Province of Ontario. The installed works shall also be inspected by the Design Engineer and a Certificate of Conformance shall be prepared and submitted to the RRCA. Copies of the approved Plan and Certificate of Conformance shall be filed with the Contract Administrator and the Contractor shall retain copies of the Plan and Certificate of Conformance on site.

Contact for the Raisin Region Conservation Authority is as follows:

Raisin Region Conservation Authority

18045 County Road 2, Box 429, Cornwall, ON, K6H 5T2

Tel: 613-938-3611

Email: info@rrca.on.ca

EROSION AND SEDIMENT CONTROL PLAN**General**

The Contractor acknowledges that surface erosion and sediment runoff resulting from his construction operations will have a detrimental impact to any downstream watercourse or sewer, and that all construction operations that may impact upon water quality shall be carried out in a manner that strictly meets the requirements of all applicable legislation and regulations.

As such, the Contractor shall be responsible for carrying out his operations, and supplying and installing any appropriate control measures, so as to prevent sediment laden runoff from entering any sewer or watercourse within or downstream of the Working Area.

The Contractor acknowledges that no one measure is likely to be 100% effective for erosion protection and controlling sediment runoff. Therefore, where necessary the Contractor shall implement sequential measures arranged so as to achieve the required level of sediment and runoff control. Suggested on-site measures may include, but shall not be limited to, the following methods: sediment ponds, silt fences, straw bales, filter cloths, catch basin filters, dams and/or berms, or other recognized technologies and methods available at the time of construction. Specific measures shall be installed in accordance with the requirements of OPSS 577 where appropriate, or in accordance with manufacturer's recommendations.

Where, in the opinion of the Contract Administrator or Regulatory Agency, the installed control measures fail to perform adequately, the Contractor shall supply and install additional or alternative measures as directed by the Contract Administrator or Regulatory Agency. As such, the Contractor shall have additional control materials on site at all times which are easily accessible and may be implemented by him at a moment's notice.

Before commencing the Work, the Contractor shall submit to the Contract Administrator six copies of a detailed Erosion and Sediment Control (ESC) Plan. The ESC Plan will consist of a written description and detailed drawings indicating the on-site activities and measures to be used to control erosion and sediment movement for each step of the Work. The written description shall be signed by, and the drawings shall bear the stamp and signature of a qualified Professional Engineer licensed in Ontario.

Contractor's Responsibilities

The Contractor shall ensure that all workers, including sub-contractors, in the Working Area are aware of the importance of the erosion and sediment control measures and informed of the consequences of the failure to comply with the requirements of all Regulatory Agencies and the specifications detailed herein.

The Contractor shall periodically, and when requested by the Contract Administrator, clean out accumulated sediment deposits as required at the sediment control devices, including those deposits that may originate from outside the construction area. Accumulated sediment shall be removed in such a manner that prevents the deposition of this material into any sewer or watercourse and avoids damage to the control measure. The sediment shall be removed from the site at the Contractor's expense and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract.

The Contractor shall immediately report to the Contract Administrator any accidental discharges of sediment material into either the watercourse or the storm sewer system. Failure to report will constitute a breach of this specification and the Contractor may also be subject to the penalties imposed by any applicable Regulatory Agency. Appropriate response measures, including any repairs to existing control measures or the implementation of additional control measures, shall be carried out by the Contractor without delay.

The sediment control measures shall only be removed when, in the opinion of the Contract Administrator, the measure or measures, is no longer required. No control measure may be permanently removed without prior authorization from the Contract Administrator. All sediment and erosion control measures shall be removed in a manner that avoids the entry of any equipment, other than hand-held equipment, into any watercourse, and prevents the release of any sediment or debris into any sewer or watercourse within or downstream of the Working Area. All accumulated sediment shall be removed from the Working Area at the Contractor's expense and managed in compliance with the requirements for excess earth material, as specified elsewhere in the Contract.

Where, in the opinion of either the Contract Administrator or a Regulatory Agency, any of the terms specified herein have not been complied with or performed in a suitable manner, or at all, the Contract Administrator or Regulatory Agency has the right to immediately withdraw its permission to continue the work but may renew its permission upon being satisfied that the defaults or deficiencies in the performance of this specification by the Contractor have been remedied. No compensation will be owed or paid to the Contractor for the withdrawal of permission to do the work resulting from noncompliance with the requirements of this specification or the Regulatory Agencies.

In addition to any other remedy and/or penalty provided by law, where there has been default or noncompliance with any of the terms specified herein and the Contractor refuses to perform or rectify same within forty-eight (48) hours of the receipt of the written demand of the Contract Administrator to do so, the Owner is hereby entitled to enter upon the Working Area and either complete the work in conformity with the Contract or have the work done that it considers necessary to complete the Work to its intended condition, whichever, in the Owner's sole opinion, is the most reasonable course of action. The Contractor and the Owner further agree that the costs incurred for any such work shall be retained by the Owner from monies otherwise due to the Contractor, should any such monies be available.

Erosion and Sediment Control details

The sediment control measures include, but are not necessarily limited to the following:

- a) Silt curtains/fence barriers
- b) Straw bale flow checkers
- c) Turbidity curtain installed downstream of construction
- d) Detention ponds/basins
- e) Debris and effluent catchment system during removal of structure

The Contractor shall design and construct the protection scheme as necessary to ensure that sediment run-off does not enter the watercourse or is not transported downstream from the site.

Before passing water pumped from excavations into the stream, all excessive sediment should be removed by means of silt traps or sediment barriers across the stream.

1. Use erosion-resistant material, such as gravel fill with rip-rap or geotextile lining, in order to prevent the entry of sediment into the watercourse.
2. Construction affecting water must not take place during spawning/incubation periods or major fish migration periods, as determined by the Ministry of Natural Resources. Prevent any silt from excavation and backfill from entering the waterway.
3. The material used for earth cofferdams when used and approved should be clean granular without a significant content of silt or clay.
4. Cofferdam when used and approved should be removed as carefully as possible to minimize sedimentation.
5. Equipment and materials should be stored well back from the water's edge.
6. Do not clean concrete buckets, wheelbarrows, or shovels in water body. Instead wash them with hoses so that run-off is filtered through vegetation. Prevent the entry of lime, cement or fresh concrete into waterways.
7. The Contractor shall ensure that no contamination, waste, debris, construction materials or other substances which may be detrimental to marine life or quality of water shall enter the watercourse as either a direct or indirect result of construction and the Contractor shall meet all requirements of Government authorities and applicable agencies with respect to environmental protection.
8. The Contractor shall immediately clean up any spills or contamination, waste, debris, construction materials or other substances which may be either detrimental to marine life or water quality. In the event of a spill, the Contractor shall immediately commence a clean-up operation. The Contractor shall be liable for all damages and/or charges laid which result, either directly or indirectly, from the spill, or contamination of any kind, which result from its construction operations.
9. Filters (screens) shall be provided at the water intake of all pumps to prevent the entry of, or damage to, fish and the discharge of the water shall be directed in a manner that will prevent erosion of the watercourse bed and watercourse banks.
10. The Contractor shall release any stranded fish to the open portion of the watercourse without harm.

Anticipated Water Flows and Local Conditions

The Contractor must satisfy himself with the local conditions and anticipated water flows, levels and flow velocity to be met with during construction. He shall make his own estimate of the facilities required and difficulties to be encountered, including the nature of subsurface materials and conditions.

Peak Flows

The Contractor shall make his own estimate of the anticipated water flows during construction and construct the work so that flow is not restricted.

Submissions to Engineer

In addition to requirements as detailed elsewhere, the Contractor shall submit to the Engineer six copies of all protection schemes a minimum of 14 calendar days prior to proceeding with the work. The submission shall be

comprehensive and shall provide descriptions, working drawings and schedules that detail the sequence of this work and the temporary protection systems.

The Contractor will be required to obtain further permit(s) from the Authorities for the proposed protection scheme. Copy of permit(s) to be submitted to the Engineer.

Permission to proceed with the work will be provided if the Engineer determines that all the details of the Contractor's operations meet the requirements specified in the Contract Documents and by the Authority and applicable Further Permits obtained by Contractor are filed with Engineer.

The notification of the project was provided by the Owner to the local Conservation Authorities. Permits will be required to be obtained (by the Owner), after the submission and approval of the Contractors EP&ESC plan. Copies of the permits will be provided the Contractor.

Ineffectiveness of Installed System

Whenever protection measures are found to be inadequate by the Engineer, changes shall immediately be made, which will ensure watercourse, embankment, stream bed and fisheries protection, at no extra cost to the Owner.

Species at Risk

The Contractor is fully and solely responsible for carrying out his work to comply with the requirements of the Species at Risk Act. All costs associated with the Contractor's failure to take the necessary precautions and abide by the Act including construction delays, fines, etc. shall be borne solely by the Contractor.

More information regarding the Species at Risk Act can be found at the following website:

- http://www.sararegistry.gc.ca/gen_info/default_e.cfm

Species at Risk Mitigation Plan

As part of the Contractors price for Environmental Protection / Erosion and Sedimentation Control, the Contractor shall consider the following mitigation measures as required.

- A trained person who is familiar with the identification of Barn Swallows should be on-site to perform a visual sweep/inspection of the construction zone prior to starting work and on a daily basis between April 1 and construction completion in any given year to ensure that Barn Swallows are not present and will not be impacted by equipment or worker activities.
- General avoidance measures of any Barn Swallows observed should be followed.
- Harassment to SAR should not occur during construction activities.
- If a SAR is encountered during construction, all works in the immediate area must cease and the Contract Administrator and the SAR Biologist, Kemptville Ministry of Natural Resources should be contacted immediately.
- If any activity is to be carried out during the active migratory bird breeding season (April 1 to August 30), then the birds should be excluded from the structures (i.e. installation of tarps and netting) prior to the beginning of the active season.

In Water Works

No in-water work is anticipated for this project. No in-water work shall be carried out prior to July 16, 2026. All in-water activities shall be completed, and associated erosion and sediment control measures shall be removed no later than September 30, 2026.

Basis for Payment

Payment at the Contract lump sum price for the Item "Environmental Protection / Erosion and Sediment Control Plan and Monitoring" shall be full compensation for all labour, materials and equipment required to complete the work.

Measurement for Payment

Payment for this lump sum Item will be as follows:

- 30% upon installation of environmental protection,
- 55% to be prorated over the scheduled duration of the Contract per the approved schedule,
- 15% upon removal of all environmental protection.

OPSS 928 shall govern, except as amended and extended herein.

Scope of work

Under this item, the Contractor will provide all access to the work (including work platforms, suspended work platforms, scaffolding, zoom booms, barges, etc.) for all of the work covered under the Contract Documents. Under this item, the Contractor will also provide full hands-on access to all areas of the structures as required by the Contract Administrator in order for the Contract Administrator to sound areas, delineate repair areas and to inspect the Contractor's work.

Submissions Required

All access platforms, work platforms, suspended work platforms, scaffolding, etc. required must be designed by a Professional Engineers licensed in the Province of Ontario. The Contractor shall submit detailed shop drawings to the Contract Administrator for review a minimum of 14 calendar days prior to installation of any access platforms, scaffolding, etc. The shop drawings shall be sufficiently detailed and inclusive and shall be signed and sealed by two Professional Engineers licenced in the Province of Ontario (carrying a minimum of \$2,000,000.00 in Professional Liability Insurance). Upon initial installation of the access platforms, work platforms, scaffolding, etc., a certificate of compliance stating that the erected component has been installed in accordance with the signed and sealed by the design Engineer shall be provided to the Contractor Administrator. Refer to Special Provision General E13 for further details.

The Contractor will not be permitted to utilize the access platform, work platform, scaffolding, etc. until the Certificate of Compliance is submitted to the Contract Administrator.

All shop drawings must be signed, sealed and dated by two Professional Engineers (*design and check* Engineers) licenced in the Province of Ontario.

Notice to Contractor

In addition to all other requirements as provided in this Specification and required by other regulations, legislation, by-laws, etc., the Contractor is hereby notified that he shall carry out his operations in full compliance with the Ontario Ministry of Labour's Health and Safety Guideline entitled "Guidelines for Multi-Point Suspended Scaffolds (MPSS)". The guideline is available electronically at:

<http://www.labour.gov.on.ca/english/hs/guidelines/scaffolds/index.html>.

Measurement for Payment

There will be no measurement for payment for the item 'Access to Work Area, Work Platform and Scaffolding' as the item will be paid by lump sum and the Contract price, prorated over the duration of the Contract.

Basis of Payment

Payment at the Contract lump sum price shall be full compensation for all labour, equipment and material required to do the work. Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work.