

DOUBLE LIFT OF SURFACE TREATMENT ON SAWMILL ROAD



**THE CORPORATION OF THE
TOWNSHIP OF HUDSON**

JUNE 2023

THE CORPORATION OF THE TOWNSHIP OF HUDSON

DOUBLE LIFT OF SURFACE TREATMENT ON SAWMILL ROAD



TENDER NO. – HUDSON 2023-02

JUNE 2023

**OWNER:
THE CORPORATION OF THE
TOWNSHIP OF HUDSON
903303 HANBURY ROAD
NEW LISKEARD, ONTARIO.
P0J 1P0**

**TEL: 705-647-5439
FAX: 705-647-6373**

THE CORPORATION OF THE TOWNSHIP OF HUDSON

**DOUBLE LIFT OF SURFACE TREATMENT ON SAWMILL ROAD
TENDER NO. – Hudson 2023-02**

Sealed Tenders, properly marked, will be received by The Corporation of the Township of Hudson, 903303 Hanbury Road, New Liskeard, ON P0J 1P0 until **12:00 P.M.** local time on:

Thursday, June 29th, 2023

The intent of this Tender is to obtain a formal offer to construct and complete the services for Engineering, Tender and Project management for a double lift of surface treatment on Sawmill Road for approximately 1.1 KM. This work includes, but is not limited to, the following:

- Approximately 8,800 m² of Pulverize Existing Roadway Surface
- Approximately 8,800 m² of Grading and Compaction of Pulverized Surface
- Approximately 8,800 m² of Double Surface Treatment

Tenders will be opened and read publicly at **1:00 P.M.** local time on the above date at the municipal office

Plans, Specifications and Tender Documents may be obtained by downloading from Biddingo.com. For further information contact the Consulting Engineers.

A certified cheque, bid bond, bank draft or money order, not less than the amount specified in the Tendering Requirements, must accompany each tender.

The successful Tenderer will be required to provide a 50% Contract Bond upon execution of the Contract Agreement.

The lowest or any Tender will not necessarily be accepted.

It is the intent of the Owner to resurface the roadway within the limits shown on the Site Drawing (Appendix 'A'). Notwithstanding the above, the Owner reserves the right, because of limited funds available for the construction season, to reduce the extent of the work.

**OWNER:
THE CORPORATION OF THE
TOWNSHIP OF HUDSON
903303 HANBURY ROAD
NEW LISKEARD, ONTARIO.
P0J 1P0**

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FAX: 705-647-6373**

INDEX

<u>Description</u>	<u>Page No.</u>
Tender Ad:	1 of 1
Tenderer's Check List:	1 of 1
Instructions to Tenderers:	1 of 6
Form of Tender:	T-1 to T-11
Articles of Agreement:	1 to 4
General Conditions:	1 to 59
General Special Provisions:	1 to 21
Item Special Provisions:	1 to 6
Specimen Forms:	As Listed
Appendix 'A'	As Listed

**THE CORPORATION OF THE
TOWNSHIP OF HUDSON**

**DOUBLE LIFT OF SURFACE TREATMENT ON
SAWMILL ROAD**

TENDER NO. – HUDSON 2023-02

INSTRUCTIONS TO TENDERERS

**OWNER:
THE CORPORATION OF THE
TOWNSHIP OF HUDSON
903303 HANBURY ROAD
NEW LISKEARD, ONTARIO
P0J 1P0**

**TEL: 705-647-5439
FAX: 705-647-6373**

IT.1 Tender Call

- 1.1 Sealed Tenders fully executed, dated, and endorsed will be received by the Township of Hudson.

Mailing Address: Township of Hudson **Courier Address:** Same
903303 Hanbury Road,
New Liskeard, ON, P0J 1P0
Attn: Municipal Clerk

No Later Than 12:00 P.M. Local Time, Thursday June 29th, 2023

for the Double Lift of Surface Treatment on Sawmill Road

Tenders will be opened and read publicly starting at 1:00 P.M. at the Municipal Office (903303 Hanbury Road).

- 1.2 The intent of the Tender is to obtain a formal offer to resurface Sawmill Road in the Township of Hudson as follows.
- Roadway resurfacing including the application of double surface treatment shown on the Typical Section Drawing (Appendix 'A'). This work includes, but is not limited to, the following:
 - Approximately 8,800 m² of Pulverization of Existing Roadway Surface
 - Approximately 8,800 m² of Grading and Compaction of Pulverized Surface
 - Approximately 8,800 m² of Double Surface Treatment

herein referred to as the "Work".

It is the intent of the Owner to resurface approximately 1.1 Km of road within the limits shown on the Key Plan (Appendix 'A'). Notwithstanding the above, the Owner reserves the right, because of limited funds available for the construction season, to reduce the extent of the work.

- 1.3 Submit one copy of the tender on the forms provided, signed, and sealed, together with the required securities, clearly identified with the word "Tender", and the Project name and the Tenderer's name on the outside.
- 1.4 Amendments to the submitted Tender will be permitted if received in writing in a sealed envelope prior to tender closing and if endorsed by the same party or parties who signed the Tender.
- 1.5 If an arithmetical error is identified by the Owner in the submitted Tender between any Unit Price and the price extension (Unit Price x Quantity of Units), the Unit Price shall govern. The price extension and the Total Tender amount will be corrected accordingly.

IT.2 Bid Security Deposit

2.1 Every Tender shall be accompanied by a security deposit as follows:

- Certified Cheque in an amount not less than 10% of the Total Tender amount.

or a

- Bid Bond in an amount not less than 10% of the Total Tender amount (mandatory for projects over \$500,000).

2.2 Bid Bonds or Certified Cheques shall be written in the name of **The Corporation of the Township of Hudson**

2.3 All Bid Security deposits, except those of the Tenderers being considered for award, will be returned with reasonable promptness after the opening of Tenders.

2.4 The remaining Bid Security deposits will be returned after delivery to the Owner of the required Performance Bond and Labour and Material Payment Bond or applicable Contract Security by the successful Tenderer.

2.5 If no contract is awarded, all security deposits will be returned with reasonable promptness after such decision is made by the Owner.

IT.3 Consent of Surety

3.1 Tenderers must submit, with the Tender and Bid Bond, a "Consent of Surety", stating that the Surety is willing to supply the Performance Bond and Labour and Material Payment Bond required.

3.2 A "Consent of Surety" form is attached to the Tender Form.

IT.4 Performance Assurance

4.1 The accepted Tenderer shall provide Contract Security as stated in the General Conditions.

4.2 The cost of all Contract Security shall be included in the Tender Price.

IT.5 Acceptance or Rejection of Tender

5.1 The Township of Hudson reserves the right in its absolute discretion to accept the tender which it deems most advantageous to itself and the right to reject any or all tenders. The lowest quoted price may not necessarily be accepted by the Owner.

Selection shall be based on "Best Value for Money" in accordance with the Corporation's Procurement Policy. As, such, the evaluation tenders shall include such factors as: Total Acquisition Cost (as defined in the Corporation's Procurement Policy); quality and fit-for-purpose issues; product or service lead time and delivery schedule; supplier performance, including past performance, litigation, disputes, quality, sufficiency of supply, bond claims, liens, garnishees, arbitration, and administrative, consultant, legal and accounting costs resulting from a contract award and performance of the supplier, product or service support; environmental and sustainability issues; support and maintenance considerations; and end of life disposal.

The Corporation shall have the right to reject any or all tenders.

Tenders which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.

In addition to and without limiting the foregoing, the Corporation reserves the right, in its sole and absolute discretion, not to accept a response from any tenderer that currently has a claim or instituted a legal proceeding against the Corporation, or against whom the Corporation has a claim or instituted a legal proceeding with respect to any previous contracts, tenders or business transactions.

The Corporation shall have the right to waive nonmaterial irregularities in a tender.

- 5.2 Following acceptance by the Owner, a written Notice of Award will be issued to the successful Tenderer by facsimile or email. The successful Tenderer shall be allowed ten (10) calendar days between the date of faxing or emailing the notification of acceptance of his Tender and the Articles of Agreement, and the date the executed contract must be returned to the Corporation.

IT.6 Duration of Offer

- 6.1 Tenders shall remain open for acceptance and shall be irrevocable for a period of sixty (60) days after the Tender closing date, irrespective of the acceptance of any Tender.

IT.7 Tender Ineligibility

- 7.1 Tenders that are unsigned, submitted electronically, improperly executed, incomplete, conditional, illegible, obscure or contain arithmetical errors, additions not called for, reservations, erasures, alterations, or irregularities of any kind, may be rejected as informal.

IT.8 Commencement and Completion of Work

- 8.1 The Tenderer, in submitting the Tender, agrees that he can complete the Work by the date stated in the Tender Form.

IT.9 Omissions/Discrepancies/Interpretations

- 9.1 Tenderers finding discrepancies or omissions in the drawings or specifications or having doubt as to the meaning or intent thereof, shall at once notify the Owner who will, if necessary, send written instructions or explanations to all Tenderers.
- 9.2 No oral interpretation shall be made to a Tenderer as to the meaning of any of the tender documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing.
- 9.3 Questions arising during the Tender period should be directed by email to:
- Township of Hudson,
903303 Hanbury Road,
New Liskeard, ON, P0J 1P0
krystle.seymour@harley.ca**
- 9.4 During the tendering period, Tenderers may be advised by Addenda of any alterations to the Contract Documents. Addenda will be issued by Fax or by email. All such changes shall become part of the Contract and their effects shall be reflected in the Tender Price.
- 9.5 The Owner will endeavour not to issue any Addenda less than two (2) calendar days prior to the Tender closing date.

IT.10 Alternatives

- ~~10.1 Proposals for alternative products may be considered if submitted as an **attachment** to the Tender.~~
- ~~10.2 When a request to substitute an allegedly equal product is made to the Engineer, the Engineer may approve the substitution as an equal or as an alternative and, if approved, will issue an Addendum to all Tenderers. If a product is approved as equal, all Bidders may use that product in place of the specified product. If the product is approved as an alternative, Tenderers shall base their prices upon the specified product and shall indicate in the Tender the change in price, which will apply if use of the alternative product is allowed.~~
- ~~10.3 In their submission of alternatives to products specified, Tenderers shall include and allow for any changes required in the Work to accommodate such alternative products. A later claim by the Contractor for an addition to the Contract Price because of changes in the Work necessitated by use of alternative products shall not be considered.~~
- ~~10.4 Alternative Products Proposals are subject to the following:~~
- ~~10.4.1 submissions shall provide sufficient information to enable the Engineer to determine the acceptability of such products;~~
 - ~~10.4.2 provide complete information on required revisions to other work and products to accommodate each alternative product, and the amount of addition or reduction from Tender prices, including required revisions, for each alternative product;~~
 - ~~10.4.3 unless a proposal for an alternative product is submitted in this manner and later accepted, provide the product specified, and~~

IT.11 Sales Tax

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

IT.12 Site Examination

- 12.1 Claims for additional costs will not be entertained with respect to conditions that would reasonably have been ascertained by an inspection of the site prior to the tender closing date. **If required by the successful contractor, additional geotechnical information is to be obtained by the Contractor. Costs associated with this work are to be included in the contract prices.**

IT.13 Tender Signing

- 13.1 The Tender must be executed under seal by the Tenderer. If the Tenderer is an individual or a partnership, the Tender shall be executed by the individual or a partner in the presence of a witness and the signatory must show the capacity in which he signs (e.g. "Partner" or "Proprietor"). If the Tenderer is a corporation, the Tender shall be executed under the seal of the company, affixed in the presence of the authorized officers or two directors. If the Tenderer is a joint venture, each party to the joint venture shall execute the Tender under seal in the manner appropriate to such party.
- 13.2 In signing the Tender, the Tenderer agrees that he has read and understands all the contract documents.

IT.14 Appendices to Tender Form

- 14.1 Tenderers shall complete **all** appendices attached to the Tender Form and submit these with the Tender.

IT.15 Company Registration

- 15.1 The successful Tenderer will be required to be registered as a Company in the Province of Ontario.

IT.16 Sub-Contractor's Capability

- 16.1 The Owner considers the capability of a bidder to assure quality and timely completion of the Work to be of utmost importance. Accordingly, if a bidder intends to engage a subcontractor for any significant or critical portion of the Work, **such subcontractor shall be designated in the Tender.** As part of its evaluation of bids prior to award of the Contract, the Owner will take into consideration a subcontractor's past performance on Owner and other projects, both as to quality and schedule. At any time up to five (5) calendar days before bid closing, a bidder may request in writing from the Owner as to whether a particular proposed subcontractor has a favourable or unfavourable performance record with the Owner.

IT.17 Performance Evaluation

- 17.1 The Owner evaluates the performance of all its Contractors in the following areas:
- (1) head office administration
 - (2) adherence to specifications and special provisions
 - (3) public relations
 - (4) field supervision and layout
 - (5) condition and sufficiency of equipment
- 17.2 Performance may be classified as very good, good, average, below average or poor in each of these areas. The evaluation will be made based on everyday performance on the work and Instruction Notices issued, quality assurance test results and Infraction Notices issued.
- 17.3 If the Contractor's performance on a contract is evaluated as below average in two or poor in one or more of these areas, the Manager of Public Works will notify the contractor of the deficiencies in writing and warn the contractor that if performance of work does not improve on subsequent contracts the Contractor may be disqualified from bidding on Owner contracts in the future.
- 17.4 If the Contractor's performance on a contract is classified as below average or poor in four of five areas, the Manager of Public Works will recommend that the contractor be disqualified from bidding on Owner contracts for a period of up to one year from the date the work under the contract, which resulted in the unsatisfactory performance report, was completed or abandoned.
- 17.5 Before the Manager of Public Works disqualifies the Contractor from bidding on Owner contracts, the Contractor will be required to provide a written explanation of below average or poor performance and any representations the Contractor may wish to make regarding the severity of the penalty to be imposed.
- 17.6 If the Contractor's performance is classified as below average or poor in two or more areas on a subsequent contract carried out within twelve months from the date of the first unsatisfactory performance report, the Manager of Public Works will disqualify the Contractor from bidding for a further period.
- 17.7 If the Contractor is disqualified from bidding on any Owner contract, this disqualification will extend to any sole proprietorship, partnership, or corporation in which the Contractor is an active member of the management team or for which the contractor would be actively involved in the ongoing supervision of work under any Owner contracts.

IT.18 ~~Local Content~~

- 18.1 ~~The Tenderer is advised that he shall include in his tender prices local content with a minimum value of **10% of the total Tender value**. Local content is defined as anything purchased within the Township of Larder Lake municipal boundaries by the Tenderer, his sub-trades and their staff, for use in this project or associated with the performance of this project, and may include any combination of labour, materials, equipment, rentals, goods and services.~~
- ~~Goods and services shall include lodging, laundry, meals, fuel, mechanics services, etc. The Tenderer shall be responsible for contacting vendors and service providers within the Township of Larder Lake and setting out terms and conditions of the purchase of local content. Tenderers are encouraged to use local labour, materials, and equipment to the fullest extent.~~
- ~~The Tenderer shall fill out Statement A in the Form of Tender of his contract document.~~
- ~~All costs associated with the procurement of local content shall be all inclusive in the Tenderers unit prices for the various items of this contract.~~
- ~~Tenders that do not meet the minimum requirement of local content (as calculated in Statement A) may or may not be accepted at the discretion of the Township of Larder Lake.~~
- ~~Should a successful Tenderer not maintain the minimum local content requirement as determined by the Tenderers submission of invoices, the Tenderer shall forfeit the difference which shall be deducted from the project Statutory Holdback.~~
- ~~In the event that local content contracted during the tendering process becomes unavailable during construction, the Contractor shall make every effort to procure local content of the same value to the satisfaction of the Manager of Public Works or the Owner's representative. Contracted local content that is not available during construction does not relieve the Contractor of his or her obligation to meet the minimum requirement for local content.~~

IT.19 ~~Mandatory Site Meeting~~

- ~~A mandatory meeting will be held on **Thursday, June 23rd, 2022 at 11:00 am**. The meeting point is the Public Works Garage at Milberta Road, Hudson Township. All bidders must attend this meeting; those who do not attend will have their bid rejected.~~

IT.20 Commencement of Work

- ~~Work shall not commence until the Environmental Compliance Approval (ECA) has been received.~~
- ~~No work shall commencement within the Highway 11 Right of Way (ROW) prior to the receipt of an MTO Enroachment Permit for the proposed works.~~
- ~~No claims shall be made by the Contractor due to construction delays related the ECA and Enroachment permit.~~

END OF INSTRUCTIONS TO TENDERERS

Tenderer's Check List

Before submitting your tender, check the following points:

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

**THE CORPORATION OF THE
TOWNSHIP OF HUDSON**

**DOUBLE LIFT OF SURFACE TREATMENT ON
SAWMILL ROAD**

TENDER NO. HUDSON 2023-02

FORM OF TENDER

**OWNER:
THE CORPORATION OF THE
TOWNSHIP OF HUDSON
903303 HANBURY ROAD
NEW LISKEARD, ONTARIO.
P0J 1P0**

**TEL: 705-647-5439
FAX: 705-647-6373**

FORM OF TENDER

**TOWNSHIP OF HUDSON
ROADWAY IMPROVEMENTS – SAWMILL ROAD
TENDER NO. HUDSON 2023-02**

TENDER BY _____

ADDRESS _____

_____ TEL/FAX NO. _____

PERSON SIGNING _____

A COMPANY DULY INCORPORATED UNDER THE LAWS OF _____

AND HAVING ITS HEAD OFFICE AT _____

HEREINAFTER CALLED "THE TENDERER".

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

TO: Township of Hudson (OWNER)
903303 Hanbury Road,
New Liskeard, ON, P0J 1P0
Attn: Municipal Clerk

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

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

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

The undersigned also agrees:

1. That the Owner is in no way obligated to accept this tender.
2. That the Owner may, at its sole discretion, accept any Tender or part thereof or waive any defect, irregularity, mistake or insufficiency and accept any Tender or alternative proposal, in whole or in part, which is deemed by the Owner to be most favourable to its interest.
3. That all applicable taxes and duties are included in the tender price.
4. That the estimate of quantities shown in Tender Form serves only to provide a basis for comparing tenders and that no representations have been made by the Owner that the actual quantities will even approximately correspond therewith, and further, that the Owner has the right to increase or decrease the quantities in any or all items and to eliminate items entirely from the work.
5. That this tender is made without knowledge of the tender prices to be submitted for this work by any other company, firm or person.
6. That this tender is made without connection or arrangement with any company, firm or person submitting a tender for this work.
7. That this tender is made without any undisclosed connection or arrangement with any other company, firm, or person having an interest in this tender or in the proposed contract.
8. That this tender is irrevocable for sixty (60) days after the closing date for receipt of tenders and that the Owner may at any time within such period accept this tender whether any other tender has previously been awarded or not and whether acceptance of another tender has been given or not.
9. To execute the Articles of Agreement and to present to the Owner the required contract security within the time specified.
10. That payment for the work done will be made on the basis of the quantities and percentages measured by the Owner and at the tender prices shown in the Tender Form which shall be compensation in full for the work done under the terms of the Contract.
11. That payment of the Contingency Allowance or portion thereof will only be made in the event that the Owner authorizes work, in which case the amount of payment will be determined as specified in the General Conditions. Any unused portion thereof will be retained by the Owner.
12. To commence and proceed actively with the work on site within seven (7) days of the date of the Tender Acceptance (unless alternate date is accepted by the Owner), and to complete all work under the Contract by the dates specified in the Articles of Agreement, subject to the provisions of the General Conditions for extension of contract time.
13. That should he fail to complete the work in the time specified above, he shall compensate the Owner in accordance with the Articles of Agreement.

SCHEDULE OF ITEMS AND PRICES

Item No.	Spec. No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	SP	Pulverization of Existing Surface	m ²	8,800		
2	SP MUNI 206	Grading & Compaction of Pulverized Surface	m ²	8,800		
3	SP MUNI 304	Double Surface Treatment	m ²	8,800		
SUB-TOTAL					\$ _____	

<p><i>SUB-TOTAL:</i> \$ _____</p> <p><i>CONTINGENCY (5%):</i> \$ _____</p> <p><i>TOTAL (EXCLUDING HST):</i> \$ _____</p>

‘SPEC NO’ Refers to the Ontario Provincial Standard Specifications (OPSS)

PROOF OF ABILITY

The tenderer shall be competent and capable of performing the various items of work. The tenderer will complete the following statement sheets which will form part of the Contract Documents:

1. Tenderer's Experience in Similar Work (Form PA-1) with list of specific examples completed within the last three (3) years, with appropriate references. The tenderer shall fully cooperate with the Corporation in providing unfettered access to information regarding the listed examples of Similar Work including the names and contact information for those for whom the Similar Work was performed and, if the Corporation requests, the tenderer shall execute an authorization and release in substantially the form attached hereto as Schedule "A" to aid the Corporation in accessing such information

**Schedule A
AUTHORIZATION AND RELEASE**

TO:

**RE: Corporation of the Township of Hudson
Tender No.: Hudson 2023-02**

THE UNDERSIGNED, hereby authorizes you to discuss with the Corporation of the Township of Hudson, any and all details with respect any contract work performed for you by the undersigned and let this be good and sufficient authority for your so doing.

By providing such authorization, the undersigned understands and agrees that it is releasing you and the Township from any and all claims or potential claims it may have regarding any and all information released to the Township and regarding any decisions related to Tender No.: Hudson 2023-02 made about the undersigned on the basis of such information.

SIGNED By: _____

WITNESSED By: _____

DATED this ____ day of _____, 2023.

SUB-CONTRACTOR LIST

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

Section of Work:	Subcontractor's Name or "Own forces"

The Corporation of the Township of Hudson
Double Lift of Surface Treatment on Sawmill Road
Tender No.: Hudson 2023-02

FORM OF TENDER

EQUIPMENT LIST

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

YR	Equipment	Size	Model	Make	Condition
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Example

2001	Backhoe	1 cu. Yd.	330	John Deere	Overhauled 2006
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Labour and Equipment Rates

Herewith is the list of Labour and Equipment Rates:

To be determined in accordance with Section GC 7.2 of the Township of Hudson General Conditions.

Labour & Equipment Rates _____

Additional Labour Requirements:

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

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

Description	size	price/hr	price/day
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Ontario Municipal and Provincial Standard Specifications Common (OPSS's)

- OPSS.MUNI 100 Nov. 2019 – OPS General Conditions of Contract
 - OPSS.MUNI 206 Apr. 2019 – Grading
 - OPSS 304 Nov. 2016 – Single & Double Surface Treatment
 - OPSS MUNI 314 Nov. 2019 – Untreated Granular Subbase, Base, Surface, Shoulder, and Stockpiling
 - OPSS 501 Nov. 2017 – Compacting
 - OPSS.MUNI 706 Apr. 2018 – Traffic Control Signing
 - OPSS 805 Nov. 2018 – Temporary Erosion and Sediment Control Measures
- Current OPSS – All material specifications referenced in the above.

Ontario Provincial Standard Drawings (OPSD's)

- OPSD 100.010 Nov'10 Rev. 4
- OPSD 100.011 Nov'06 Rev. 1
- OPSD 100.012 Nov'09 Rev. 2
- OPSD 100.013 Nov'09 Rev.4
- OPSD 100.050 Nov'06 Rev.1
- OPSD 100.060 Nov'06 Rev.1
- OPSD 101.010 Nov'06 Rev.1
- OPSD 101.011 Nov'06 Rev.1
- OPSD 101.012 Nov'06 Rev 1
- OPSD 101.013 Nov'06 Rev.1
- OPSD 101.014 Nov'06 Rev.1
- OPSD 101.015 Nov'06 Rev.1
- OPSD 101.016 Nov'06 Rev.1
- OPSD 101.017 Nov'08 Rev.3
- OPSD 102.010 Nov'06 Rev.1
- OPSD 103.010 Nov'06 Rev.1
- OPSD 103.011 Apr'08 Rev.2
- OPSD 200.010 Nov'09 Rev.2
- OPSD 206.010 Nov'18 Rev.2
- OPSD 210.020 Nov'18 Rev.2
- OPSD 219.110 Nov'15 Rev.2
- OPSD 219.180 Nov'15 Rev.2
- OPSD 351.010 Nov'18 Rev.2

The Corporation of the Township of Hudson
Double Lift of Surface Treatment on Sawmill Road
Tender No.: Hudson 2023-02

FORM OF TENDER

Herewith is the Consent of Surety of the Tender submitted.

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

The Tenderer agrees to have all the works Completed by the Time of completion as stated in the contract documents.

The "Agreement to Bond" of the _____
(Company), a Company lawfully doing business in the Province of Ontario, to furnish a Performance Bond and a Labour and Material Payments Bond each in an amount equal to 50 percent of the Contract Price, or in such greater amount as may be required by the Contract Documents, if this Tender is accepted, is attached herewith.

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

CONSENT OF SURETY COMPANY (or submit executed form from Surety Company)

Should they be required, the undersigned Surety Company hereby consents and agrees with the Owner to become bound as Surety in all Performance Assurance Bonds required by the Contract Documents, all for the fulfillment of the Contract for the Work covered by the annexed Tender, which may be awarded to the aforementioned contractor at prices set forth in the attached Tender. The said Surety is legally entitled to do business in the Province of Ontario.

Name of Company

Address

Per: _____
(Executed under Seal)

Per: _____

This Tender is executed under seal at _____ this _____ day
of _____, 2023.

Name of
CONTRACTOR: _____

Address: _____

FOR INDIVIDUAL OR PARTNERSHIP:

SIGNED, SEALED AND DELIVERED by:

_____ (Tenderer - please print)

_____ (Signature of Tenderer)

In the presence of:

Name: _____

Address: _____

Occupation: _____

FOR LIMITED COMPANY

The Corporate Seal of:

_____ (Seal)
(Tenderer - please print)

was hereunto affixed in the presence of:

Authorized Signing Officer and Title

Authorized Signing Officer and Title

Note: If the Tender is by a joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above. If the Tender is submitted by or on behalf of a Corporation, it must be signed in the name of the Corporation by the duly authorized officers and the seal of the Corporation must be affixed. If the Tender is submitted by or on behalf of an individual or a partnership, a seal must be affixed opposite the signature of the individual or the partners.

**THE CORPORATION OF THE
TOWNSHIP OF HUDSON**

**DOUBLE LIFT OF SURFACE TREATMENT ON
SAWMILL ROAD**

TENDER NO.: HUDSON 2023-02

ARTICLES OF AGREEMENT

**OWNER:
THE CORPORATION OF THE
TOWNSHIP OF HUDSON
903303 HANBURY ROAD
NEW LISKEARD, ONTARIO.
P0J 1P0**

**TEL: 705-647-5439
FAX: 705-647-6373**

THIS AGREEMENT MADE IN TRIPLICATE THIS _____ OF _____, 2023.

BETWEEN:

The Corporation of the Township of Hudson
(the “Owner”)

- and -

(the “Contractor”)

PROJECT: Double lift of Surface Treatment on Sawmill Road

ARTICLES OF AGREEMENT

IN CONSIDERATION of the mutual promises and obligations contained in the Contract Documents, the Owner and the Contractor agree as follows:

A.1 CONTRACT DOCUMENTS

- 1.1** The documents forming the Contract between the Owner and the Contractor, referred herein as the Contract Documents, are:
 - 1.1.1 These Articles of Agreement;
 - 1.1.2 The document attached hereto entitled “Form of Tender”;
 - 1.1.3 The document attached hereto entitled “General Conditions”;
 - 1.1.4 The document attached hereto entitled “General Special Provisions”;
 - 1.1.5 The document attached hereto entitled “Item Special Provisions”;
 - 1.1.6 The document attached hereto entitled “Contract Drawings”;
 - 1.1.7 The related Sections of Ontario Provincial Standard Specifications listed within the Form of Tender, Breakdown Form, Product Supplier Form and the EXP Standard Specifications and Drawings as applicable and as referred to in the General Specifications;
 - 1.1.8 Any amendment or variation of the Contract Documents that is made in accordance with the General Conditions.
- 1.2** The Owner is hereby designated as the Contract Administrator for the purposes of the Contract.
- 1.3** In the Contract:
 - 1.3.1 “Fixed Price Arrangement” means that part of the Contract that prescribes a lump sum as payment for performance of the Work to which it relates, and
 - 1.3.2 “Unit Price Arrangement” means that part of the Contract that prescribes the product of a price multiplied by a number of units of measurement of a class as payment for performance of the Work to which it relates.

- 1.3.3 Any of the provisions of the Contract that are expressly stipulated to be applicable only to a Unit Price Arrangement are not applicable to any part of the work to which a Fixed Price Arrangement is applicable.
- 1.3.4 Any of the provisions of the Contract that are expressly stipulated to be applicable only to a Fixed Price Arrangement are not applicable to any part of the work to which a Unit Price Arrangement is applicable.

A.2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK

- 2.1 The Contractor shall between the date of these Articles of Agreement and **29th day of September, 2023**, in a careful and workmanlike manner, diligently perform and complete the following work:

DOUBLE LIFT OF SURFACE TREATMENT

Which involves the resurfacing of approximately 1.1 KM of municipal road as

- Pulverization of the existing surface, re-grade and compact the pulverized surface and resurface Sawmill Road with a double lift of surface treatment.

Which is more particularly described in the Contract Documents.

A.3 CONTRACT PRICE

- 3.1 Subject to any increase, decrease, deduction or set-off that may be made under the Contract, the Owner shall pay the Contractor at the times and in the manner set out or referred to in the General Conditions:
- 3.1.1 ~~The sum of \$ _____, in consideration for the performance of the Work or the part thereof that is subject to a Fixed Price Arrangement, and~~
- 3.1.2 a sum that is equal to the aggregate of the products of the number of units of measurement of each class of labour, plant and material, as certified by the Contract Administrator, multiplied in each case by the appropriate unit price that is set out in the Unit Price Table in consideration for the performance of the Work or the part thereof that is subject to a Unit Price Arrangement.

For the information and guidance of the Contractor and the persons administering the Contract on behalf of the Owner, but not so as to constitute a warranty, representation or undertaking of any nature by either party, it is estimated that the Total amount payable by the Owner to the Contractor for the part of the Work to which a Unit Price Arrangement is applicable will not exceed the sum of

, excluding HST.

- 3.2 ~~A3.1.1 is applicable only to a Fixed Price Arrangement.~~
- 3.3 A3.1.2 and A3.2 are applicable only to a Unit Price Arrangement.
- 3.4 The Contract Price shall exclude all applicable sales taxes.

A.4 ADDRESSES

4.1 For the purpose of the Contract, the Contractor's address shall be deemed to be:

P.O. Box _____
_____, ON

4.2 For the purpose of the Contract, the Owner's address shall be deemed to be:

The Corporation of the Township of Hudson
903303 Hanbury Road,
New Liskeard, ON
P0J 1P0

SIGNED SEALED AND DELIVERED

In the presence of:

CONTRACTOR:

Per:

(Signature)

(Witness)

(Name and Position)

(Date)

Per:

(Signature)

(Witness)

(Name and Position)

(Date)

Contractor's SEAL

OWNER:

Per:

(Signature)

(Witness)

(Name and Position)

(Date)

Per:

(Signature)

(Witness)

(Name and Position)

(Date)

END OF ARTICLES OF AGREEMENT

**THE CORPORATION OF THE
TOWNSHIP OF HUDSON**

**DOUBLE LIFT OF SURFACE TREATMENT ON
SAWMILL ROAD**

TENDER NO.: HUDSON 2023-02

**OPS GENERAL CONDITIONS OF
CONTRACT**

**OPSS.MUNI 100
NOVEMBER 2019**



OPSS MUNI GENERAL CONDITIONS OF CONTRACT

Table of Contents

SECTION GC 1.0 - INTERPRETATION

GC 1.01	Captions	7
GC 1.02	Abbreviations	7
GC 1.03	Gender and Singular References	7
GC 1.04	Definitions	8
GC 1.05	Ontario Traffic Manual	13
GC 1.06	Final Acceptance.....	13
GC 1.07	Interpretation of Certain Words.....	13

SECTION GC 2.0 - CONTRACT DOCUMENTS

GC 2.01	Reliance on Contract Documents	14
GC 2.02	Order of Precedence.....	14

SECTION GC 3.0 - ADMINISTRATION OF THE CONTRACT

GC 3.01	Contract Administrator's Authority	16
GC 3.02	Working Drawings	17
GC 3.03	Right of the Contract Administrator to Modify Methods and Equipment.....	18
GC 3.04	Emergency Situations	18
GC 3.05	Layout Information	18
GC 3.06	Extension of Contract Time.....	18
GC 3.07	Delays	19
GC 3.08	Assignment of Contract.....	20
GC 3.09	Subcontracting by the Contractor	20
GC 3.10	Changes.....	20

GC 3.10.01	Changes in the Work	20
GC 3.10.02	Extra Work	21
GC 3.10.03	Additional Work	21
GC 3.11	Notices	21
GC 3.12	Use and Occupancy of the Work Prior to Substantial Performance.....	22
GC 3.13	Claims, Negotiations, Mediation	22
GC 3.13.01	Continuance of the Work	22
GC 3.13.02	Record Keeping	22
GC 3.13.03	Claims Procedure.....	22
GC 3.13.04	Negotiations	23
GC 3.13.05	Mediation.....	23
GC 3.13.06	Payment	23
GC 3.13.07	Rights of Both Parties	24
GC 3.14	Arbitration.....	24
GC 3.14.01	Conditions for Arbitration	24
GC 3.14.02	Arbitration Procedure	24
GC 3.14.03	Appointment of Arbitrator	24
GC 3.14.04	Costs	25
GC 3.14.05	The Decision	25
GC 3.15	Archaeological Finds.....	25

SECTION GC 4.0 - OWNER'S RESPONSIBILITIES AND RIGHTS

GC 4.01	Working Area	26
GC 4.02	Approvals and Permits.....	26
GC 4.03	Management and Disposition of Materials.....	26
GC 4.04	Construction Affecting Railway Property	27
GC 4.05	Default by the Contractor	27
GC 4.06	Contractor's Right to Correct a Default.....	27
GC 4.07	Owner's Right to Correct a Default	28

GC 4.08	Termination of Contractor's Right to Continue the Work	28
GC 4.09	Final Payment to Contractor	29
GC 4.10	Termination of the Contract	29
GC 4.11	Continuation of Contractor's Obligations	29
GC 4.12	Use of Performance Bond.....	29
GC 4.13	Payment Adjustment.....	29

SECTION GC 5.0 - MATERIAL

GC 5.01	Supply of Material	30
GC 5.02	Quality of Material	30
GC 5.03	Rejected Material	30
GC 5.04	Substitutions.....	31
GC 5.05	Owner Supplied Material.....	31
GC 5.05.01	Ordering of Excess Material.....	31
GC 5.05.02	Care of Material.....	31

SECTION GC 6.0 - INSURANCE, PROTECTION AND DAMAGE

GC 6.01	Protection of Work, Persons, and Property	33
GC 6.02	Indemnification	33
GC 6.03	Contractor's Insurance	34
GC 6.03.01	General	34
GC 6.03.02	Commercial General Liability Insurance	34
GC 6.03.03	Automobile Liability Insurance	35
GC 6.03.04	Aircraft and Watercraft Liability Insurance	35
GC 6.03.04.01	Aircraft Liability Insurance	35
GC 6.03.04.02	Watercraft Liability Insurance.....	35
GC 6.03.05	Property and Boiler Insurance	35
GC 6.03.05.01	Property Insurance.....	35
GC 6.03.05.02	Boiler Insurance	35
GC 6.03.05.03	Use and Occupancy of the Work Prior to Completion	36
GC 6.03.05.04	Payment for Loss or Damage	36
GC 6.03.06	Contractor's Equipment Insurance.....	36

GC 6.03.07	Insurance Requirements and Duration	37
GC 6.04	Bonding	37
GC 6.05	Workplace Safety and Insurance Board	37

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

GC 7.01	General	38
GC 7.01.01	Site Visit.....	38
GC 7.01.02	Commencement of Work.....	38
GC 7.01.03	Control and Responsibility.....	38
GC 7.01.04	Compliance with the Occupational Health and safety Act.....	38
GC 7.01.05	Contractor's Representatives.....	39
GC 7.01.06	Assistance to the Contract Administrator.....	40
GC 7.01.07	Schedule.....	40
GC 7.01.08	Errors and Inconsistencies as Relating to the Contract.....	40
GC 7.01.09	Utilities.....	40
GC 7.02	Monuments and Layout	41
GC 7.03	Working Area	42
GC 7.04	Damage by Vehicles or Other Equipment	42
GC 7.05	Excess Loading of Motor Vehicles.....	42
GC 7.06	Maintaining Roadways and Detours	42
GC 7.07	Access to Properties Adjoining the Work and Interruption of Utility Services	43
GC 7.08	Approvals and Permits.....	44
GC 7.09	Suspension of Work.....	44
GC 7.10	Contractor's Right to Stop the Work or Terminate the Contract	44
GC 7.11	Notices by the Contractor	45
GC 7.12	Environmental Incident Management.....	45
GC 7.13	Obstructions	46
GC 7.14	Limitations of Operations	46

GC 7.15	Cleaning Up Before Acceptance	46
GC 7.16	Warranty.....	46
GC 7.17	Contractor's Workers	47
GC 7.18	Drainage.....	47

SECTION GC 8.0 - MEASUREMENT AND PAYMENT

GC 8.01	Measurement	48
GC 8.01.01	Quantities	48
GC 8.01.02	Variations in Tender Quantities.....	48
GC 8.02	Payment	49
GC 8.02.01	Non-Resident Contractor.....	49
GC 8.02.02	Price for Work	49
GC 8.02.03	Advance Payments for Material	49
GC 8.02.04	Certification and Payment.....	50
GC 8.02.04.01	Progress Payment	50
GC 8.02.04.02	Certification of Subcontract Completion	50
GC 8.02.04.03	Subcontract Statutory Holdback Release Certificate and Payment	51
GC 8.02.04.04	Certification of Substantial Performance	51
GC 8.02.04.05	Substantial Performance Payment and Substantial Performance Statutory Holdback Release Payment Certificates	52
GC 8.02.04.06	Certification of Completion.....	52
GC 8.02.04.07	Completion Payment and Completion Statutory Holdback Release Payment Certificates	52
GC 8.02.04.08	Interest	53
GC 8.02.04.09	Interest for Late Payment.....	53
GC 8.02.04.10	Interest for Negotiations and Claims.....	53
GC 8.02.04.11	Owner's Set-Off.....	54
GC 8.02.04.12	Delay in Payment.....	54
GC 8.02.05	Payment on a Time and Material Basis	54
GC 8.02.05.01	Definitions	54
GC 8.02.05.02	Daily Work Records	55
GC 8.02.05.03	Payment for Work	55
GC 8.02.05.04	Payment for Labour	55
GC 8.02.05.05	Payment for Material.....	56
GC 8.02.05.06	Payment for Equipment	56
GC 8.02.05.06.01	Working Time.....	56
GC 8.02.05.06.02	Standby Time.....	56
GC 8.02.05.07	Payment for Hand Tools	57
GC 8.02.05.08	Payment for Work by Subcontractors	57
GC 8.02.05.09	Submission of Invoices	57
GC 8.02.05.10	Payment Other Than on a Time and Material Basis.....	57
GC 8.02.05.11	Payment Inclusions.....	58
GC 8.02.06	Final Acceptance Certificate	58

GC 8.02.07	Records	58
GC 8.02.08	Taxes	58
GC 8.02.09	Liquidated Damages	59

SECTION GC 1.0 - INTERPRETATION

GC 1.01 Captions

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

GC 1.02 Abbreviations

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

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

GC 1.03 Gender and Singular References

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

GC 1.04

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Day means a calendar day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Monument means either a Property Monument or a Control Monument.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Provisions mean directions containing requirements specific to the Work.

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

Statutory Holdback means the holdbacks required under the Construction Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

Working Day means any Day,

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

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

GC 1.05 Ontario Traffic Manual

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

GC 1.06 Final Acceptance

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

GC 1.07 Interpretation of Certain Words

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

SECTION GC 2.0 - CONTRACT DOCUMENTS

GC 2.01 Reliance on Contract Documents

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

GC 2.02 Order of Precedence

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

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

SECTION GC 3.0 - ADMINISTRATION OF THE CONTRACT

GC 3.01

Contract Administrator's Authority

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

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

GC 3.02 Working Drawings

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

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

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

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

GC 3.04 Emergency Situations

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

GC 3.05 Layout Information

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

GC 3.06 Extension of Contract Time

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

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

GC 3.07 Delays

- .01 If the Contractor is delayed in the performance of the Work by,
- a) war, blockades, and civil commotions;
 - b) errors in the Contract Documents;
 - c) an act or omission of the Owner or Contract Administrator, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents;
 - d) a stop work order issued by a court or public authority, provided that such order was not issued as the result of an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly;
 - e) the Contract Administrator giving notice under section GC 7.0, Suspension of Work;
 - f) Abnormal Weather; or
 - g) archaeological finds, in accordance with subsection GC 3.15, Archaeological Finds,
- then the Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay, provided that in the case of an application for an extension of Contract Time due to Abnormal Weather, the Contractor shall, with the Contractor's application, submit evidence from Environment Canada in support of such application. Extension of Contract Time may be granted in accordance with subsection GC 3.06, Extension of Contract Time.
- .02 If the Work is delayed by labour disputes, strikes or lock-outs, including lock-outs decreed or recommended to its members by a recognized contractor's association, of which the Contractor is a member or to which the Contractor is otherwise bound, which are beyond the Contractor's control, then the Contract Time shall be extended in accordance with subsection GC 3.06, Extension of Contract Time.
- .03 In no case shall the extension of Contract Time be less than the time lost as the result of the event causing the delay, unless a shorter extension is agreed to by the Contractor. The Contractor shall not be entitled to payment for costs incurred as the result of such delays unless such delays are the result of actions by the Owner.

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

GC 3.08 Assignment of Contract

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

GC 3.09 Subcontracting by the Contractor

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

GC 3.10 Changes

GC 3.10.01 Changes in the Work

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

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

GC 3.10.02 Extra Work

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

GC 3.10.03 Additional Work

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

GC 3.11 Notices

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

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

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

GC 3.13 Claims, Negotiations, Mediation

GC 3.13.01 Continuance of the Work

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

GC 3.13.02 Record Keeping

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

GC 3.13.03 Claims Procedure

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

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

GC 3.13.04 Negotiations

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

GC 3.13.05 Mediation

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

GC 3.13.06 Payment

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

GC 3.13.07 Rights of Both Parties

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

GC 3.14 Arbitration

GC 3.14.01 Conditions of Arbitration

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

GC 3.14.02 Arbitration Procedure

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

GC 3.14.03 Appointment of Arbitrator

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

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

GC 3.14.04 Costs

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

GC 3.14.05 The Decision

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

GC 3.15 Archaeological Finds

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

SECTION GC 4.0 - OWNER'S RESPONSIBILITIES AND RIGHTS

GC 4.01 Working Area

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

GC 4.02 Approvals and Permits

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

GC 4.03 Management and Disposition of Materials

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

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

GC 4.04 Construction Affecting Railway Property

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

GC 4.05 Default by the Contractor

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

GC 4.06 Contractor's Right to Correct a Default

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

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

GC 4.07 Owner's Right to Correct Default

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

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

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

GC 4.09 Final Payment to Contractor

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

GC 4.10 Termination of the Contract

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

GC 4.11 Continuation of Contractor's Obligations

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

GC 4.12 Use of Performance Bond

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

GC 4.13 Payment Adjustment

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

SECTION GC 5.0 - MATERIAL

GC 5.01 Supply of Material

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

GC 5.02 Quality of Material

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

GC 5.03 Rejected Material

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

GC 5.04**Substitutions**

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

GC 5.05**Owner Supplied Material****GC 5.05.01****Ordering of Excess Material**

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

GC 5.05.02**Care of Material**

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

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

SECTION GC 6.0 - INSURANCE, PROTECTION AND DAMAGE

GC 6.01 Protection of Work, Persons and Property

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

GC 6.02 Indemnification

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

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

GC 6.03 Contractor's Insurance

GC 6.03.01 General

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

GC 6.03.02 Commercial General Liability Insurance

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

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

GC 6.03.03 Automobile Liability Insurance

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

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

GC 6.03.04 Aircraft and Watercraft Liability Insurance

GC 6.03.04.01 Aircraft Liability Insurance

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

GC 6.03.04.02 Watercraft Liability Insurance

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

GC 6.03.05 Property and Boiler Insurance

GC 6.03.05.01 Property Insurance

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

GC 6.03.05.02 Boiler Insurance

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

GC 6.03.05.03 Use and Occupancy of the Work Prior to Completion

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

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

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

GC 6.03.05.04 Payment for Loss or Damage

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

GC 6.03.06 Contractor's Equipment Insurance

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

GC 6.03.07 Insurance Requirements and Duration

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

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

GC 6.04 Bonding

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

GC 6.05 Workplace Safety and Insurance Board

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

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

GC 7.01 General

GC 7.01.01 Site Visit

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

GC 7.01.02 Commencement of Work

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

GC 7.01.03 Control and Responsibility

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

GC 7.01.04 Compliance with the Occupational Health and Safety Act

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

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

GC 7.01.05 Contractor's Representatives

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

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

GC 7.01.06 Assistance to the Contract Administrator

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

GC 7.01.07 Schedule

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

GC 7.01.08 Errors and Inconsistencies Relating to the Contract

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

GC 7.01.09 Utilities

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

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

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

GC 7.02 Monuments and Layout

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

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

GC 7.03 Working Area

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

GC 7.04 Damage by Vehicles or Other Equipment

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

GC 7.05 Excess Loading of Motor Vehicles

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

GC 7.06 Maintaining Roads and Detours

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

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

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

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

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

c) access for emergency response services;

to properties adjoining the Working Area.

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

GC 7.08 Approvals and Permits

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

GC 7.09 Suspension of Work

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

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

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

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

GC 7.11 Notices by the Contractor

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

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

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

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

GC 7.13 Obstructions

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

GC 7.14 Limitations of Operations

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

GC 7.15 Cleaning Up Before Acceptance

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

GC 7.16 Warranty

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

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

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

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

GC 7.17 Contractor's Workers

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

GC 7.18 Drainage

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

SECTION GC 8.0 - MEASUREMENT AND PAYMENT

GC 8.01 Measurement

GC 8.01.01 Quantities

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

GC 8.01.02 Variations in Tender Quantities

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

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

GC 8.02 Payment

GC 8.02.01 Non-Resident Contractor

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

GC 8.02.02 Price for Work

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

GC 8.02.03 Advance Payments for Material

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

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

GC 8.02.04 Certification and Payment

GC 8.02.04.01 Progress Payment

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

GC 8.02.04.02 Certification of Subcontract Completion

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

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

GC 8.02.04.03 Subcontract Statutory Holdback Release Certificate and Payment

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

GC 8.02.04.04 Substantial Performance of Work

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

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

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

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

GC 8.02.04.06 Certification of Completion

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

GC 8.02.04.07 Completion Payment and Completion Statutory Holdback Release Payment Certificates

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

GC 8.02.04.08 Interest

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

GC 8.02.04.09 Interest for Late Payment

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

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

GC 8.02.04.10 Interest for Negotiations and Claims

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

GC 8.02.04.11 Owner's Set-Off

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

GC 8.02.04.12 Delay in Payment

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

GC 8.02.05 Payment on a Time and Material Basis

GC 8.02.05.01 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

GC 8.02.05.02 Daily Work Records

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

GC 8.02.05.03 Payment for Work

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

GC 8.02.05.04 Payment for Labour

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

GC 8.02.05.05 Payment for Material

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

GC 8.02.05.06 Payment for Equipment

GC 8.02.05.06.01 Working Time

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

GC 8.02.05.06.02 Standby Time

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

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

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

GC 8.02.05.07 Payment for Hand Tools

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

GC 8.02.05.08 Payment for Work by Subcontractors

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

GC 8.02.05.09 Submission of Invoices

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

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

GC 8.02.05.10 Payment Other Than on a Time and Material Basis

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

GC 8.02.05.11 Payment Inclusions

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

GC 8.02.06 Final Acceptance Certificate

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

GC 8.02.07 Records

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

GC 8.02.08 Taxes

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

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

GC 8.02.09 Liquidated Damages

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

**THE CORPORATION OF THE
TOWNSHIP OF HUDSON**

**DOUBLE LIFT OF SURFACE TREATMENT ON
SAWMILL ROAD**

TENDER NO.: HUDSON 2023-02

GENERAL SPECIAL PROVISIONS

**OWNER:
THE CORPORATION OF THE
TOWNSHIP OF HUDSON
903303 HANBURY ROAD
NEW LISKEARD, ONTARIO.
P0J 1P0**

**TEL: 705-647-5439
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Table of Contents

<u>GSP NO.</u>	<u>Description</u>	<u>Page No.</u>
1.	CONVENIENCES.....	1
2.	APPROVALS AND PERMITS	1
3.	NOTIFICATIONS	1
4.	UTILITY AND MUNICIPAL INSTALLATIONS/CONNECTION/REMOVALS/ TESTING	2
5.	ENVIRONMENTAL CONSTRAINTS.....	2
6.	PROVISION FOR TRAFFIC	4
7.	PROTECTION OF PUBLIC TRAFFIC.....	5
8.	OCCUPATIONAL HEALTH AND SAFETY ACT COMPLIANCE	7
9.	NIGHT WORK	7
10.	MAINTENANCE OF HAUL ROUTES	7
11.	TRAFFIC AND ROAD NAME SIGNS.....	8
12.	CONSTRUCTION STAGING	8
13.	VALUE ADDED TAXES.....	8
14.	AMENDMENTS TO THE GENERAL CONDITIONS	8
15.	WEIGHING OF MATERIALS.....	12
16.	HORIZONTAL AND VERTICAL CONTROL DRAWINGS, AND GRADING CROSS SECTIONS.....	14
17.	CONSTRUCTION NOISE CONSTRAINTS.....	14
18.	IDENTIFICATION OF LOCAL REGULATORY AUTHORITIES	16
19.	ADMINISTRATION OF AGGREGATE SOURCES INCLUDING EARTH AND ROCK BORROW	17
20.	PROTECTION OF UTILITY LINES	18
21.	PARTICIPATION IN THE ANNUAL LABORATORY CORRELATION PROGRAM	18
22.	LIQUIDATED DAMAGES.....	19
23.	ONTARIO PROVINCIAL STANDARDS	19
24.	OTHER CONTRACTORS WITHIN OR ADJACENT TO THE LIMITS OF THE CONTRACT	19
25.	ENVIRONMENTAL COMPLIANCE APPROVAL.....	20
26.	MTO ENCROACHMENT PERMIT	20

1. CONVENIENCES

- (a) The Contractor must provide and properly maintain, in clean condition, suitable and convenient privy or water closet accommodation for his workers.

2. APPROVALS AND PERMITS

- (a) The construction of the works and all operations connected thereto are subject to the approval, inspection, by-laws and regulations of all municipal, provincial and federal and other authorities having jurisdiction in respect to any matter embraced in this Contract.
- (b) Unless otherwise specifically stated in the tender document, the Contractor shall obtain and pay the fees for all approvals and permits required for or in respect of the works, except that the Owner will reimburse the Contractor for the fee, if any, paid to the Owner for a building permit.
- (c) The Contractor shall obtain all necessary Ministry of Natural Resources and Ministry of Labour work permits.

3. NOTIFICATIONS

- (a) The Contractor shall provide the following:
 - (i) When streets or roadways are to be closed, or traffic restricted, notify the Owner and the appropriate ambulance, fire and police departments and waste collection contractor, giving at least seven (7) days notice prior to the closing or restriction.
 - (ii) If bus routes are affected, notify the bus company, giving at least seven (7) days notice.
 - (iii) When streets or roadways are to be re-opened, or restrictions removed, immediately notify the Owner and the ambulance, fire, police and bus authorities.
 - (iv) Give at least 48 hours notice, not including weekends or statutory holidays, to affected property owners where interruptions to access to properties adjoining the work or where garbage collection, sewer or water services interruptions is authorized by the Owner. Arrange interruptions so as to create a minimum interference to those affected.
 - (v) Submit a schedule of expected interruptions for approval and adhere to approved schedule.
 - (vi) Give notification of unscheduled shut-downs of Municipal facilities by whatever means determined by the Owner to all users of the facilities and pay cost of notification. The Owner will provide public notifications.

4. UTILITY AND MUNICIPAL INSTALLATIONS/CONNECTION/REMOVALS/ TESTING

- (a) The approximate locations of utilities are shown on the Contract Drawings. It shall be the Contractor's responsibility to contact the Owner and the various utility companies, prior to construction, in order to verify infrastructure and utility locations on site. The Contractor shall ensure that these locations are brought to the attention of all subcontractors.

5. ENVIRONMENTAL CONSTRAINTS

5.1 Areas Used For The Management Of Excess Materials

- (a) It shall be the Contractor's responsibility to dispose of all excess materials in accordance with OPSS 180 (Nov 2016). Waste materials shall be transported to disposal locations within the Municipality as directed by the Owner. When all fill locations are filled the Contractor must locate suitable disposal areas and obtain approval from the Owner before use.
- (b) The areas worked by the Contractor shall be trimmed and graded to a neat and satisfactory condition.

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

5.2 Erosion and Sediment Control: General

- (a) The erosion and sedimentation control items detailed in the Contract address the requirements of regulatory authorities needed to obtain authorizations, permits and/or approvals in order to proceed to construction, and erosion and sedimentation controls not related to contractor construction methods and operations such as final slopes and final ditches.
- (b) The Contractor shall, as part of the Contract price, control erosion and sediment caused by their construction methods and operations including but not limited to incomplete earth slopes, ditches and designated disposal areas, stockpiles, access and service roads, storage and work areas, and non-designated disposal areas so as to meet all legislative requirements, to prevent entry of sediments into watercourses and environmentally sensitive areas and to prevent damage to property inside or outside of the right-of-way.

5.3 Erosion and Sediment Control

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

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- (b) Where the timing of the operation results in a conflict with the application requirements of the specified cover, the Contractor shall determine appropriate interim measures that afford temporary protection until such a time as final cover can be applied.
 - (c) These timing constraints apply regardless of timing of Contract award.
 - (d) Where interceptor ditches or subsurface drains are specified in the Contract, they shall be constructed before commencement of any related cut or fill.
 - (e) Run-off from construction materials and any stockpiles shall be contained and discharged so as to prevent entry of sediment to watercourses.
 - (f) Where dewatering is required, and where culverts are cleaned by hydraulic means, effluent shall be discharged to prevent entry of sediment to watercourses.
 - (g) Erosion and sedimentation control measures shall not be placed in watercourses unless otherwise specified in the Contract, or directed by the Contract Administrator.
 - (h) A 200m stand-by supply of prefabricated light duty silt fence barrier, in addition to silt fence barrier which may be specified elsewhere in the Contract, shall be maintained at the Contract site prior to commencement of grading operations and throughout the duration of the Contract.

5.4 Migratory Bird Protection - General

- (a) The Contractor shall not destroy active nests of protected migratory birds. When these nests are encountered, the Owner's Contract Administrator must be contacted.

5.5 Management of Excess Earth with Salt Impacts

- (a) The Contractor shall note that excess earth from highway construction projects may contain elevated concentrations of chloride and sodium and may have elevated values for Electrical Conductivity and Sodium Adsorption Ratio. For the purpose of this Contract, excess earth with salt impacts is not considered to be "contaminated" within the meaning of Table 1 in OPSS 180.
- (b) Where the Contractor manages excess earth as disposable fill, the Contractor shall take into account the possibility of salt impacts and ensure that the material is managed responsibly and in an environmentally appropriate manner. Where the Contractor intends to manage the excess earth that may be salt impacted on private property, the Contractor shall make the Property Owner aware that it may be salt impacted.
- (c) The Contractor is responsible for conducting such sampling and testing as may be necessary to comply with any requirements imposed by the Property Owner as a condition of accepting the excess earth.

5.6 Species at Risk

- (a) Subsection GC6.2, Delays, of the General Conditions of Contract is amended by the addition of the following:

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- (i) The unexpected presence of Species at Risk protected under the federal *Species at Risk Act* or the provincial *Endangered Species Act* that was not specified in the Contract Documents.
 - (b) If the Contractor encounters Species at Risk:
 - (i) The Contractor shall be aware of the requirements and prohibitions of the federal *Species at Risk Act, 2002* and the provincial *Endangered Species Act, 2007* for which information is available on the Environmental Canada website and the Ministry of Natural Resources website respectively.
 - (ii) The Contractor shall immediately notify the Owner and suspend operations within the area identified by the Owner.
 - (iii) Work shall remain suspended within that area until otherwise directed by the Owner in writing.
 - (iv) Any delay in the completion date of the Contract that is caused by such a cessation of construction operations shall be considered to be beyond the Contractor's control.
 - (v) Any increases in the cost of the work to be done that are caused by such a cessation of construction operations shall be considered as a Change in the Work according to GC7.1
 - (vi) Any work directed or authorized in connection with the unexpected presence of Species at Risk shall be considered as Changes in the Work according to GC7.1.

6. PROVISION FOR TRAFFIC

- (a) The Contractor shall be required to make provision for the safe passage and control of localized traffic within, entering, or leaving the construction zone. Only two (2) locations shall be restricted to one lane of traffic at any time for construction purposes. Operations shall be scheduled such that one lane of traffic in each direction is restored to its original location prior to the end of each day's work, except as detailed elsewhere in the contract documents. The Contractor shall submit to the Owner, for approval, details showing the specific locations of temporary detour routes and signs.
- (b) Access to all entrances shall be maintained at all times unless arrangements have been made with the property owner(s). The Contractor shall co-ordinate any and all entrance closures with the occupant requiring access to the property via the driveway. The Contractor must keep the Owner's Contract Administrator aware of all arrangements made.
- (c) The Contractor shall supply and install all signs required for temporary traffic control during construction in accordance with the Ontario Traffic Manual.
- (d) The Contractor shall be responsible for the maintenance of granular driving surfaces, including non-working hours and weekend shut downs. The contractor shall make provision for stand-by

staff for grading and dust control during non-working hours. The Contractor shall provide contact names and telephone numbers of the stand-by staff to the Owner's Works Department.

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

7. PROTECTION OF PUBLIC TRAFFIC

Special Provision No. 100F08 (M)

March 2012

7.1 Restrictions on Construction Operations

The use of construction accesses, shoulder closures and the loading and unloading of materials and construction equipment onto and from the traveled portion of the highway shall not be carried out on days identified under the section entitled "Holiday Restrictions", or during the following periods:

Location	Monday or a Day Following a Holiday	Tuesday to Thursday Except on Days Following and Preceding Holidays	Friday or a Day Preceding a Holiday	Saturday	Sunday
Entire Contract	<u>Sunset to sunrise</u>	<u>Sunset to sunrise</u>	15:00 Hrs to 24:00 Hrs.	All Day	All Day

7.2 Open Excavations

- (a) The Contractor shall schedule the Work so that there will be no open excavation adjacent to a lane carrying traffic overnight and on non-Working Days except where a traffic barrier designed to restrain errant vehicles is located between the traffic and the excavation. Excavations within 4 m of lanes carrying traffic shall be backfilled with the specified material up to profile grade and compacted prior to closing down operations each day.

7.3 Location and Storage of Materials and Equipment

- (a) Materials shall not be stored within 4 m of the traveled portion of any roadway except in the medians where the minimum clearance required is 2.5 m. Equipment shall not be stored within 4 m of the traveled portion of any roadway.
- (b) Notwithstanding the foregoing, the Contractor shall, at the Contractor's expense, remove any vehicle, equipment or material which, in the opinion of the Owner's Contract Administrator, constitutes a traffic hazard or obstruction to maintenance operations.

7.4 Delivery and Trucking

- (a) The Contractor shall plan and schedule the routes of vehicles transporting all materials to, from or within the job, so that vehicular movements are accomplished with minimum interference and interruptions to traffic according to the sections entitled "Restrictions on Construction Operations" and "Permitted Times for Lane and Ramp Closures". This will necessitate vehicles to "slip-off" or "slip-on" in the direction of traffic, in order to merge with and thereby avoid crossing traffic lanes.
- (b) Access to and from the highway right-of-way will be restricted to ramps at the interchanges unless otherwise provided for in the Contract.
- (c) Median cross-overs shall not be used except where single axle vehicles are entering a passing lane that is closed to traffic.
- (d) The Contractor shall obtain prior approval from the Owner's Contract Administrator for the location of any "slip-off" or "slip-ons". The Owner's Contract Administrator reserves the right to alter, reject or close same as considered necessary. The Contractor shall notify suppliers of materials and equipment of the above requirements.

7.5 Holiday Restrictions

- (a) The use of construction accesses, shoulder closures, lane closures, and the loading and unloading of materials and construction equipment onto and from the traveled portion of the highway shall not be carried out on *all* Canadian Statutory or Civic Holidays or after 15:00 hours on days which precede holiday weekends.

8. OCCUPATIONAL HEALTH AND SAFETY ACT COMPLIANCE

Special Provision No. 101F21 (M)

June 2007

8.1 List of Designated Substances

- (a) 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)	N/A
Mercury (R.R.O. 1990, Reg. 844)	Existing Luminaires
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)	N/A
Silica (R.R.O. 1990, Reg. 845)	As Detailed Below
Arsenic (R.R.O. 1990, Reg. 836)	As Detailed Below
Lead (R.R.O. 1990, Reg. 843)	As Detailed Below

- (b) 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.

9. NIGHT WORK

- (a) No night work shall occur between sunset and sunrise for the entire duration of the Contract, except as detailed elsewhere in the contract.

10. MAINTENANCE OF HAUL ROUTES

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

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- (b) All cost related to the materials provided and the work performed, as herein required, will be deemed to have been included in the tender prices of the appropriate tender items and shall include full compensation for all labour, equipment and material to do the work.

11. TRAFFIC AND ROAD NAME SIGNS

- (a) The Contractor shall protect all traffic control and road name signs within the Construction Zone. Where signs have been damaged as a result of the Contractor's operations, they shall be replaced or repaired by the Owner and the cost shall be charged to the Contractor.

12. CONSTRUCTION STAGING

- (a) A Construction Staging Plan **MUST** be prepared by the Contractor **for submission and discussion at the Preconstruction Meeting**. A bar graph format is recommended.

13. VALUE ADDED TAXES

- (a) Unit prices shall not contain the Harmonized Sales Tax.

14. AMENDMENTS TO THE GENERAL CONDITIONS

- (a) The General Conditions, March 2015, are modified as follows in section 15:

14.2 Section GC1 Interpretation

GC1.1 Definitions

The definition of "Subcontractor" in subsection GC1.1 is deleted and replaced with the following:

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

Subsection GC1.1 is amended by the addition of the following:

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

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

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

14.1 Section GC3 Contractor Obligations

GC3.8 Subcontractors

Subsection GC3.8 is amended by the addition of the following:

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

GC3.11 Survey and Layout

Subsection GC3.11, Survey and Layout, is amended by the addition of the following:

The Owner will provide Grading Reports &/or Typical Sections to establish the grading cross-sections. These documents contain all necessary information relating to lateral distance and elevation for the construction of the Work. During the progress of the work the Contractor shall notify the Owner forthwith of any errors, omissions or inconsistencies in the geometric information and the controls provided by the Owner.

The Contractor shall advise the Owner of the intended layout schedule weekly by identifying the survey activities planned for the following week, including any miscellaneous surveying items.

For the grading layout, stakes 25 x 50 x 600 mm, minimum, shall be installed left and right of centerline at or near the right-of-way limits and in the areas where additional staking is required, such as intersections, bridges, and on horizontal and vertical curves. Staking intervals shall be as specified under the Layout Interval tables. The only data to be shown on these stakes shall consist of profile grade, off-set distance from centerline, and the station location. The Contractor shall erect butterfly rods or batter boards at grade stake locations. The Contractor shall notify the Owner when the Subgrade is completed. A Subgrade and granular base cross-section, three point section minimum, will be obtained by the Owner and the grade accepted if construction is within the allowable tolerances. No granular material shall be placed until the Subgrade is accepted.

TABLE #1
LAYOUT INTERVALS AND MEASUREMENT ACCURACY
FOR CONSTRUCTION SURVEY - LAYOUT

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

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

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

GC3.12 Protection of the Work, Property and the Public

Subsection GC3.12 is amended by the addition of the following:

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

15. WEIGHING OF MATERIALS

AMENDMENT TO OPSS 102, NOVEMBER 2018

Special Provision No. 101S18

April 1994

15.1 Bar Coding on Material Delivery Invoices

102.02 REFERENCES

Section 102.02 of OPSS 102 is amended by the addition of the following:

American National Standard for Materials Handling - Bar Code Symbols on Unit Loads and Transport Packages (ANSI MH10.8M-1983)

102.06.02 Platform Scales

Subsection 102.06.02 of OPSS 102 is amended by the addition of the following:

The platform scale shall be equipped with a direct cable connection to the computer for the purpose of sending mass measurements.

A printing device connected by direct cable connection to the computer shall be capable of electronically producing, in black print only, tickets conforming to the requirements specified in this special provision.

102.07.01 Mass Measurements

Subsection 102.07.01 of OPSS 102 is deleted and replaced by the following:

The Contractor shall provide personnel to conduct the mass measurements. The mass measurements shall be sent to the printing device using a print command on the computer. Any form of override of the printing process, except total transaction rejection, will not be allowed.

The system shall be capable of detecting vehicle overloads, and of automatically signalling overload occurrence to the system operator.

Tickets shall be supplied by the Contractor. Bar codes shall be printed directly onto the weigh ticket or onto labels. Bar coded labels shall be affixed to the Owner's copy of the ticket before it leaves the weigh scale building.

The following information shall be displayed as bar code groups printed in a column or left to right configuration:

- 1) Truck Number
- 2) Tare Weight
- 3) Net Weight
- 4) Ticket Number

The words "Truck", "Tare", "Net", and "Ticket" must appear beneath each appropriate bar code group.

Conventional alpha-numerics shall be used elsewhere on the ticket to express the exact information contained in the bar codes.

Automated reading failure rates greater than one reading failure in twenty tickets scanned and attributable to the density or configuration of the bar codes are not acceptable. Where such rates of reading failure occur, the Contractor must take corrective action to enhance the bar code symbology to an acceptable level immediately following notification of the problem.

The bar code symbols shall conform to the American National Standard for Materials Handling - Bar Code Symbols on Unit Loads and Transport Packages (ANSI MH10.8M-1983) for 3 of 9 bar code (Code 39).

The minimum bar code height shall be 6.4 mm or 15 percent of the bar code length, whichever is greater.

In addition to the bar code group information, each weigh ticket shall contain the following:

- | | |
|------------------------------------|------------------------------------|
| a) licence plate number of unit(s) | f) source of material |
| b) time and date of transaction | g) gross weight |
| c) Truck Owner | h) overload notation |
| d) contract number | i) running total of each material |
| e) type of material | j) a place for the checker to sign |

For each contract, the following reports shall be produced daily:

-
- truck register, including allowable gross weight for all vehicles;
 - truck tare report for all vehicles, including old and new tares, and time recorded;
 - summaries for each type of material;
 - summaries for all cancelled loads.

The above reports shall be available for Owner pick-up at the end of daily operations or before start-up the following day.

A sample weigh ticket from each source must be supplied to the Owner two weeks prior to delivery of the material.

16. HORIZONTAL AND VERTICAL CONTROL DRAWINGS, AND GRADING CROSS SECTIONS

16.1 Availability of Drawings and Digital Files for Viewing

- (a) During tendering, the following documents may, upon request, may be forwarded to the bidder via internet E-Mail:
 - (i) Digital files of grading cross sections.
- (b) After award of the Contract, the Owner will provide the Contractor with digital copies of the drawings and files of grading cross sections.

17. CONSTRUCTION NOISE CONSTRAINTS

Special Provision No. 199F33

June 2013

17.1 Noise Sensitive Areas

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

Noise Sensitive Area # 1

Noise Sensitive Area Limits	
Area #1: Contract Limits	
Constraint	Constraint Details
Equipment Maintenance	Equipment shall be maintained in an operating condition that prevents unnecessary noise, including but not limited to non-defective muffler systems, properly secured components, and the lubrication of moving parts.
Equipment Operation	Idling of equipment shall be restricted to the minimum necessary to perform the specified work.
Equipment Type	Rock Removal Equipment
Hours of Work	Rock Removal activities are restricted to the hours of 07:00 to 12:00 hours as governed by the municipal noise by-law.

18. IDENTIFICATION OF LOCAL REGULATORY AUTHORITIES

Special Provision No. 199F34

July 2005

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
Owner: Corporation of the Township of Hudson 903303 Hanbury Road, New Liskeard, ON P0J 1P0 Tel: (705) 647-5439 Fax: (705) 647-6373	For notification of a spill to the environment under the Environmental Protection Act
MOE: District Office, Ontario Government Complex, Hwy 101 East, P.O. Box 3080, South Porcupine, Ontario. PON 1H0 (705) 235-1500	For Waste Management Approval under the Environmental Protection Act
MNR: Kirkland Lake District, 145 Government Rd. West, Suite 201, Kirkland Lake, Ontario. (705) 568-3222	For notification of the release of a deleterious substance to a watercourse under the Fisheries Act
DFO: Sault Ste Marie District Office (705) 942-2848	For notification of the release of a deleterious substance to a watercourse under the Fisheries Act
Local Police: OPP - 911 1-888-310-1122	For notification of a Dangerous Occurrence involving dangerous goods under the Transportation of Dangerous Goods Act

19. ADMINISTRATION OF AGGREGATE SOURCES INCLUDING EARTH AND ROCK BORROW

INFORMATION TO BIDDERS REGARDING AGGREGATE SOURCES

Special Provision No. 110F14(M)

June 2012

19.1 General

- (a) The Contractor must demonstrate the suitability of aggregate in accordance with the appropriate MTO special provision(s) contained elsewhere in this contract.
- (b) For inquiries related to a specific commercial and/or private source, Contractors may visit the Aggregate Unit of the appropriate Regional Geotechnical Section by appointment to access available Mineral Aggregate Inventory Data Bank (MAIDB) information, provided they have written consent from the source owner.
- (c) Regional Geotechnical Section offices are located in:
 - (i) Toronto: Tel. (416) 235-5428 / Fax. (416) 235-3999;
 - (ii) London: Tel. (519) 873-4400 / Fax. (519) 873-4403;
 - (iii) Kingston: Tel. (613) 545-4794 / Fax. (613) 540-5106;
 - (iv) North Bay: Tel. (705) 497-5478 / Fax. (705) 497-5499; and
 - (v) Thunder Bay: Tel. (807) 473-2090 / Fax. (807) 473-2168.
- (d) For enquiries related to Crown sources or sources under permit to MTO, Contractors may visit the appropriate Regional Geotechnical Section by appointment to access available MAIDB information.
- (e) During tendering, a request for approval for use of an MTO/Crown source not listed on an Aggregate Sources List (ASL) shall be made through the bid enquiry process.
- (f) Any MTO/Crown sources not listed on an ASL may be made available, subject to the approval of the Head, Geotechnical Section. If approval is granted, the ministry's ASL Conditions of Information shall apply.
- (g) Access to the information in MAIDB is provided for the convenience of the Contractor only. Since MAIDB information is dated and subject to interpretation, the information is not guaranteed. This is because of revisions to aggregate specifications and inherent source variability.

-
- (h) Structural Concrete Aggregate Source Lists and Concrete Base/Pavement Aggregate Source Lists are available for each MTO region on the RAQS/MERX website: www.raqs.merx.com under Contracts / Contract Bulletin.

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

- (a) This contract does not include an Aggregate Sources List (ASL) for earth borrow, rock supply, granular base, and conventional hot mix aggregates. For information regarding commercial sources, Contractors may refer to the following sources of information:
- (i) Commercial Aggregate and Membership Directory, available through Ontario Stone, Sand & Gravel Association (OSSGA);
 - (ii) Aggregate License/Permit List, available through the Ministry of Natural Resources (MNR); and
 - (iii) Aggregate Resources Inventory Papers (ARIPs), available through the Ministry of Northern Development and Mines (MNDM).

20. PROTECTION OF UTILITY LINES

- (a) Where temporary rearranging and shielding of utility lines are detailed within the Contract Documents, such temporary rearranging and shielding is the minimum protection required. The Contractor shall remain responsible for any unauthorized disruptions of service and any damage to utilities arising out of the Contractor's work, notwithstanding such protection. The Utility authorities will carry out the temporary rearranging and shielding of lines as detailed within the Contract Documents and more extensive rearranging and shielding if requested to do so by the Contractor. The cost of all such protective measures, together with the cost of restoring the lines to their original state and location, will be at the expense of the Contractor, and will be billed to the Contractor by the Utility authority.
- (b) Notwithstanding the preceding paragraph, the Utility authorities will, subject to the Contractor's obligation under the Contract to assume responsibility for disruption of services and damage, consider alternative measures that the Contractor may suggest. Such alternative measures, if approved by the Utility authorities in writing, will be provided at the Contractor's expense and billed to the Contractor by the Utility authority.

21. PARTICIPATION IN THE ANNUAL LABORATORY CORRELATION PROGRAM

21.1 Annual Laboratory Correlation Program

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

22. LIQUIDATED DAMAGES

22.1 Progress of the Work and Time for Completion

- (a) The Contractor shall complete grade correction, resurfacing and clearing in its entirety by **September 29th, 2023.**
- (b) 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.

22.2 Liquidated Damages

- (a) 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 Section GC6.2, Delays, of the General Conditions, 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 **\$1,000.00** 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 that will accrue during the period in excess of the prescribed date of completion.

23. ONTARIO PROVINCIAL STANDARDS

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

24. OTHER CONTRACTORS WITHIN OR ADJACENT TO THE LIMITS OF THE CONTRACT

- (a) Other work may be in progress within or adjacent to the limits of this contract.
- (b) The Contractor shall coordinate the work with other Contractors within and/or adjacent to the project limits to ensure that they do not perform work in the same area at the same time, or adversely affect each others work. The Contractor shall ensure that a minimum separation of

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

- (c) The Contractor shall provide a written submission to the Owner explaining how the work with other Contractors will be coordinated.

~~25. ENVIRONMENTAL COMPLIANCE APPROVAL~~

~~Work shall not commence until the Environmental Compliance Approval (ECA) has been received. No claims shall be made by the Contractor due to construction start up delays related to the ECA.~~

~~26. MTO ENCROACHMENT PERMIT~~

~~Work shall not commence within the Highway 11 MTO Right of Way until the MTO encroachment permit (if required) has been received. No claims shall be made by the Contractor due to construction delays related to the MTO Encroachment Permit.~~

END OF GENERAL SPECIAL PROVISIONS
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**THE CORPORATION OF THE
TOWNSHIP OF HUDSON**

**DOUBLE LIFT OF SURFACE TREATMENT ON
SAWMILL ROAD**

TENDER NO. : HUDSON 2023-02

ITEM SPECIAL PROVISIONS

**OWNER:
THE CORPORATION OF THE
TOWNSHIP OF HUDSON
903303 HANBURY ROAD
NEW LISKEARD, ONTARIO.
P0J 1P0**

**TEL: 705-647-5439
FAX: 705-647-6373**

Table of Contents

<u>ITEM 1</u>	<u>PULVERIZE EXISTING ROADWAY SURFACE</u>	<u>1</u>
<u>ITEM 2</u>	<u>GRADING AND COMPACTION OF PULVERIZED SURFACE</u>	<u>1</u>
<u>ITEM 3</u>	<u>DOUBLE SURFACE TREATMENT</u>	<u>1</u>

ITEM 1 PULVERIZE EXISTING ROADWAY SURFACE

This Special Provision has been added to provide direction to the Contractor, that no more than 7 days prior to the placement of the Surface Treatment, the existing roadway surface (8.0 metre width) is to be pulverized to a depth of no less than 125 mm and any formations greater than 75mm in size are to be further reduced or removed from the roadway. Payment for this Item will be based on area measurement as shown in the Tender Form.

ITEM 2 GRADING AND COMPACTION OF PULVERIZED SURFACE

This Special Provision has been added to provide direction to the Contractor, that immediately following the pulverizing of the existing roadway surface the Contractor shall grade and compact the resulting material to provide adequate crossfall on the roadway section to ensure positive drainage of the final surface prior to the placement of the Surface Treatment.

ITEM 3 DOUBLE SURFACE TREATMENT

OPSS.MUNI 304, November 2016 – Single and Double Surface Treatment is amended as follows;

Section 304.05.01 is deleted in its entirety and replaced by:

“Binders shall be according to OPSS 1103 and shall be HF150.”

Section 304.05.02 is deleted in its entirety and replaced by:

“The Owner shall provide, at their cost, the Class 2 Aggregate material stockpiled at the municipality’s Firstbrook Township Pit from which the Contractor will be required to load, haul and place in conjunction with the Surface Treatment operation.”

END OF ITEM SPECIAL PROVISIONS

**THE CORPORATION OF THE
TOWNSHIP OF HUDSON**

**DOUBLE LIFT OF SURFACE TREATMENT ON
SAWMILL ROAD**

TENDER NO.: HUDSON 2023-02

SPECIMEN FORMS

**OWNER:
THE CORPORATION OF THE
TOWNSHIP OF HUDSON
903303 HANBURY ROAD
NEW LISKEARD, ONTARIO.
P0J 1P0**

**TEL: 705-647-5439
FAX: 705-647-6373**

I N D E X

<u>Description</u>	<u>Page No.</u>
(A) Site Selection Notification for Management as Disposal Fill	1
(B) Site Selection Notification for Materials Stockpiling	1
(C) Property Owner's Release Form	1
(D) Workplace Safety Insurance Board Clearance Letter	1
(E) Statutory Declaration re Payment of Accounts	1 - 2
(F) Acceptance of the Work	1
(G) Contract Bond	1 - 2
(H) Certificate of Substantial Performance of the Contract	1

This form to be used with Ontario Provincial Standard Specification 180

SITE SELECTION NOTIFICATION FOR MANAGEMENT AS DISPOSABLE FILL

Contract Information

Contract No. _____ Owner: _____

The following describes the notification process between the Owner of the Contract and the Contractor, wherein the Contractor formally notifies the Owner that agreement has been reached with a third party property owner for the disposition of Contract generated excess material. Such excess material, managed as disposable fill shall be limited to one of or a combination of: earth; aggregate; swamp material; rock; natural wood and debris from open fires, provided the conditions on management are satisfied.

Site Information

Property Owner(s) for the subject property: _____

The subject property:

Lot _____, Concession _____, Township of _____

County/Region/District of _____, Quantity and Type of Excess Material used as fill:

This is to notify you, as Owner, that permission has been obtained from the property owner(s) named herein for the management of excess materials from this Contract. The property owner has also been provided with a copy of this form and has been advised that a Property Owner's Release Form, OPSF 1803, will be required. The use of this management site will comply with the following:

Conditions on Management

Bituminous pavement, concrete, masonry, wood which has been treated, coated or glued, and metal, plastic, and polystyrene products will not be accepted for management as disposable fill. Swamp material managed as disposable fill will be top covered by a minimum of 300 mm of earth or topsoil. Swamp material managed as disposable fill may only be placed:

- a. a minimum of 2 m above the level of ground water.
- b. a minimum of 30 m from water bodies;
- c. a minimum of 100 m from any water wells; and
- d. a minimum of 100 m from residences.

These conditions do not supersede any constraints imposed on this property by Federal, Provincial or Municipal statute or regulations and bylaws made thereto.

Dated this _____ day of _____ 20 ____

Print Contractor's Name & Field Representative's Name

Contractor's Field Representative signature

Property Owner(s) Signature(s)

This form to be used with Ontario Provincial Standard Specification 180

SITE SELECTION NOTIFICATION FOR MATERIALS STOCKPILING

Contract Information

Contract No. _____ Owner: _____

The following describes the notification process between the Owner of the Contract and the Contractor, wherein the Contractor formally notifies the Owner that agreement has been reached with a third party property owner for the stockpiling of Contract generated excess material. Such excess material, stockpiled for re-use, may be one of or a combination of: earth; aggregate; swamp material; rock; concrete; masonry; bituminous pavement; natural wood; metal, plastic, and polystyrene; wood which has been treated, coated or glued and debris from open fires, provided the conditions on management are satisfied.

Site information

Property Owner(s) for the subject property: _____

The subject property:

Lot _____, Concession _____, Township of _____

County/Region/District of _____, Quantity and Type of Excess Material stockpiled: _____

This is to notify you, as Owner, that permission has been obtained from the property owner(s) named herein for the management of excess materials from this Contract. The property owner has also been provided with a copy of this form and has been advised that a Property Owner's Release Form, OPSF 1803, will be required. The use of this management site will comply with the following:

Conditions on Management

It is understood that materials are stockpiled to be re-used or held for disposal at a certified waste disposal site. Stockpiles of natural wood, manufactured wood, debris from open fires and swamp material may only be located:

- a. a minimum of 2 m above the level of ground water.
- b. a minimum of 30 m from water bodies;
- c. a minimum of 100 m from any water wells; and
- d. a minimum of 100 m from residences.

Stockpiles of bituminous pavement, concrete and masonry may only be located:

- a. a minimum of 30 m from water bodies; and
- b. a minimum of 100 m from residences unless
 1. on property with a boundary common to a right-of-way, within the contract limits, for a period not exceeding 120 calendar days, or
 2. such stockpiles are located within a provincial or municipal works yard or in a commercially licensed pit or quarry.

These conditions do not supersede any constraints imposed on this property by Federal, Provincial or Municipal statute or regulations and bylaws made thereto.

Dated this _____ day of _____ 20____

Print Contractor's Name & Field Representative's Name

Contractor's Field Representative signature

Property Owner(s) Signature(s)

This form to be used with Ontario Provincial Standard Specification 180

PROPERTY OWNER'S RELEASE

Contract No. _____

Work Description: _____

I/We _____ being the owner(s) of Lot _____, Concession _____, Township of _____, and County/Region/District of _____, verify that the Contractor for the above noted work has placed excess material from the above noted Contract on my/our property with my/our permission. I/We have been advised by the Contractor of the "Conditions on Management" described in OPS form 1800 or 1801, "Site Selection Notification for Management as Disposable Fill," or "Site Selection Notification for Materials Stockpiling", respectively, or both and have been assured by the Contractor that these conditions have been met.

Where materials are managed as disposable fill, I/We agree to be responsible for any subsequent relocation and management of the material so placed.

Where materials are to be stockpiled, I/We agree that the stockpile(s) will be removed by the date(s) herein noted.

Dated this _____ day of _____ 2023

Print Contractor's Name & Field Representative's Name

Contractor's Field Representative Signature

Property Owner(s) Signature(s)

200 Front Street West,
TORONTO, Ontario,
M5V 3J1

Dear Sirs:

RE: Clearance Letter

We have presently substantially completed the following Contract:

Contract No.	<u>HUDSON 2023-02</u>
	<u>DOUBLE LIFT SURFACE TREATMENT – SAWMILL ROAD</u>
Owner:	<u>The Corporation of the Township of Hudson</u>
Contractor:	_____
Worker's Compensation Firm No.	_____
Amount:	_____
Date:	_____
Owner:	THE CORPORATION OF THE TOWNSHIP OF HUDSON 903303 HANBURY ROAD NEW LISKEARD, ONTARIO P0J 1P0

As a Contract condition, we request that a Clearance Certificate be sent to the above-mentioned Consulting Engineer.

Yours very truly,

Contractor

STATUTORY DECLARATION

RE PAYMENT OF ACCOUNTS

DOMINION OF CANADA
PROVINCE OF ONTARIO

IN THE MATTER of a Contract, known as
DOUBLE LIFT SURFACE TREATMENT – SAWMILL
ROAD

Tender No: Hudson 2023-02

entered into between

AND

THE CORPORATION OF THE TOWNSHIP OF
HUDSON

on _____, 2023, for the

construction of _____

in _____, Ontario.

TO WIT:

I, _____ of _____

in the Province of _____, do solemnly declare:

1. That I am _____

(President, Secretary, Treasurer, Partner, etc.)

of the Contractor named in the Contract above-mentioned and as such have personal knowledge of the facts hereunder declared.

2. That all workmen employed by the said Contractor in the performance of the said Contract have been paid in full not less frequently than semi-monthly and up to and including the pay-day immediately preceding the date of this declaration.

3. That the said Contractor has complied with the terms of the Construction Lien Act, with the requirements of Statutes and Regulation of the Province of Ontario relating to the payment of fair wages and with the requirements of the said Contract relating to the payment of wages.

4. That with the exception of the disputed accounts set forth in paragraph 5 hereof and amounts held back and payments deferred by written agreement, all liabilities* incurred by the said Contractor arising out of work performed up to _____, 202__, as set forth in the Final Estimate relating to Payment Certificate No. _____, have been discharged.

5. That the following is a complete list of disputed accounts: (NOTE: This Table is not intended for listing unpaid accounts that are not in dispute.)

NAME OF CREDITOR	SERVICE RENDERED	TOTAL CLAIM \$	AMOUNT IN DISPUTE \$	AMOUNT PAID \$
---------------------	---------------------	-------------------	-------------------------	-------------------

(If there are no disputed accounts, enter "NONE" above)

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 virtues of "The Canada Evidence Act".

DECLARED before me at the)
of)
in the District of)
this day of)
A.D. 2023.)
_____)
A Commissioner, etc., or)
Notary Public)

NOTE: *Including payments due to all staff, subcontractors, suppliers, insurance companies and the Workplace Safety Insurance Board.

ACCEPTANCE OF THE WORK

THE CORPORATION OF THE TOWNSHIP OF HUDSON

District of Cochrane
TO THE CONTRACTOR:

Dated: _____

RE: The Corporation of The Township of Hudson
Double Lift – Surface Treatment – Sawmill Road
Tender No.: 2023-02

The Corporation of the Township of Hudson accepts the work on the above mentioned Contract, as completed to our satisfaction as of the _____ day of _____, 2023.

This Contract contains a "Liquidated Damages" clause in the Special Provisions for the Contract; the above acceptance date _____ occurs _____ days before the completion date specified in the Contract Documents.

THE CORPORATION OF THE TOWNSHIP OF
HUDSON:

CONTRACT BOND
THE CORPORATION OF THE TOWNSHIP OF HUDSON

BOND NO. _____ AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS that we _____

hereinafter called "the Principal", and

_____ hereinafter called "the Surety", are jointly and severally held and firmly bound unto the Corporation of the Township of Hudson, hereinafter called "the Obligee", its successors, and assigns, in the sum of _____ Dollars (\$ _____) of lawful money of Canada, to be paid unto the Obligee, for which payment well and truly to be made, we the Principal and Surety jointly and severally bind ourselves, our and each of our respective heirs, executors, administrators, successors, and assigns by these presents.

SIGNED AND SEALED with our respective seals and dated this ____ day of _____, 20____.

WHEREAS by an agreement in writing dated the _____ day of _____, 2023, the Principal has entered into a contract with the Obligee, hereinafter called "the Contract" for the construction and maintenance of a works namely:

The Corporation of the Township of Hudson
Double lift Surface Treatment - Sawmill Road
Tender No.: Hudson 2023-02

as in the Contract provided, which Contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

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

CONTRACT BOND (CONTINUED)

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

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

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

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE PRESENTS.

SIGNED AND SEALED BY THE
PRINCIPAL IN THE PRESENCE OF:

Witness

Occupation

Address

Principal

Surety

**Certificate of Substantial Performance of the Contract
(Under Section 32 of the Construction Lien Act, 1983)**

(County/District or Regional Municipality/City of; in which premises are situated)

(Street address and City, Town etc...or if there is no street address the location of the premises)

This is to certify that the contract for the following improvement:

to the above premises was substantial performed on _____

Date Certificate signed:

(Payment Certifier where there is one)

(Owner & Contractor where there is no Payment Certifier)

Name of Owner: _____

Address for Service: _____

Name of Contractor: _____

Address for Service: _____

Name of Payment Certifier: _____

Address: _____

(Use A or B, whichever is applicable)

A. Identification of premises for preservation of liens:

(where liens attach to premises, reference to lot & plan or instrument registration number)

B. Office to which claim for lien and affidavit must be given to preserve lien:

(where liens of not attach to premises)

**THE CORPORATION OF THE
TOWNSHIP OF HUDSON**

**DOUBLE LIFT OF SURFACE TREATMENT ON
SAWMILL ROAD**

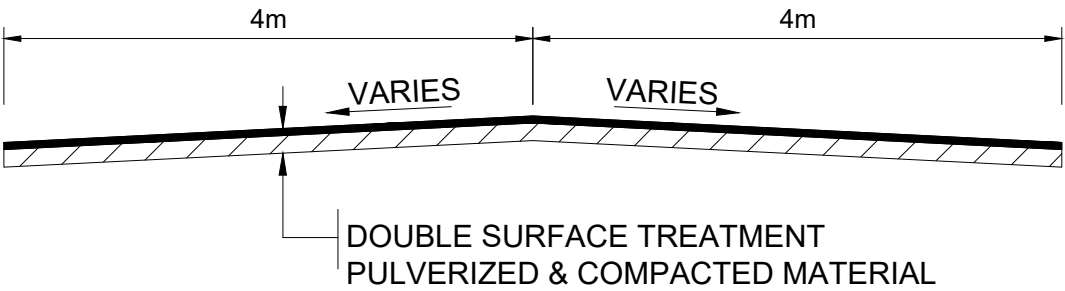
TENDER NO.: HUDSON 2023-02

APPENDIX 'A'

**OWNER:
THE CORPORATION OF THE
TOWNSHIP OF HUDSON
903303 HANBURY ROAD
NEW LISKEARD, ONTARIO.
P0J 1P0**

**TEL: 705-647-5439
FAX: 705-647-6373**

6/21/2023 9:28:47 AM S:\ENGINEERING\PROJECT FILES\2023\2023 HUDSON PROJECTS\SAWMILL ROAD TYPICAL SECTIONS.DWG



TYPICAL SECTION

	PROJECT TITLE	TOWNSHIP OF HUDSON SAWMILL ROAD	DRAWING TITLE	TYPICAL SECTION	SCALE	DRAWN
	CLIENT				NTS	CM
					JOB No. HUDSON 2023-02	DRAWING No. 1