



BIG SOUND MARINA IMPROVEMENTS

Town of Parry Sound

Tender Document

219557-1

Tender Closing

September 3, 2020
2:00 PM

Tender Questions

August 25, 2020
2:00 PM

LATE TENDERS WILL NOT BE ACCEPTED

File:

219557-1

Date:

July 30, 2020

Prepared by:

Tatham Engineering Limited

8 Barron Drive
Bracebridge, Ontario P1L 0A1

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Prepared for:

Town of Parry Sound

52 Seguin Street
Parry Sound, Ontario P2A 1B4

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1 Instructions to Bidders

To be read in conjunction with the Ontario Provincial Standard General Conditions of Contract, Metric OPSS.MUNI 100, November 2019.

1.1 DEFINITIONS

Bidder	a person or entity that is submitting a Tender in response to the Tender process
Closing Date and Time	has the meaning ascribed thereto in Section 1.12: Tender Closing
Contract	an agreement to be signed between the Owner and a successful Bidder pursuant to this Tender process
Contract Administrator	Tatham Engineering Limited or any other person or entity as may be authorized or appointed by the Owner to act on behalf of the Owner in any particular capacity
Contract Documents	the documents listed in Section 10: Schedule of Drawings, Specifications, Standards & Conditions of Contract
Contractor	the successful Bidder pursuant to this Tender process that has executed a Contract
Consulting Engineer	Tatham Engineering Limited or any other engineer as may be authorized or appointed by the Owner to act on behalf of the Owner in any particular capacity
Engineer	Tatham Engineering Limited or any other engineer as may be authorized or appointed by the Owner to act on behalf of the Owner in any particular capacity
OPS	the Ontario Provincial Standards
Owner	the Owner as described in Section 6 of the Agreement
Point of Tender Delivery	the location identified in Section 1.4: Office of the Consulting Engineer and Section 1.12: Tender Closing
Project	the Work generally described in Section 1.3: Scope of Work and in the Contract Documents listed in Section 10
Proper Invoice	an invoice submitted by the Contractor to the Owner and the Contract Administrator in accordance with the Construction Act in the format described in Section 11.3.10
Start Work Order	the document in writing, referred to in the Tender Form that is issued by the Owner and that authorizes the Contractor to begin the work
Tender	the tender documents issued by the Owner in respect of a specific opportunity and also refers to the documents submitted by a Bidder in response to this Tender process
Tender Documents	the documents listed in Section 1.10: Tender Submission
Work	the Work to be performed by a Contractor pursuant to a Contract issued as a result of this tender as described in the Contract Documents and includes, but is not limited to, the work generally described in Section 1.3: Scope of Work

1.2 LOCATION OF WORK

The location of the work is as follows:

- Big Sound Marina, 1 Bay Street, Town of Parry Sound

1.3 SCOPE OF WORK

The general scope of work is as follows:

- Remove existing dock "C", floating breakwater, and accompanying appurtenances (incl. anchorages).
- Design, supply, and install new dock "C", floating breakwater, and accompanying appurtenances (incl. anchorages).
- Electrical upgrades to service dock "C".
- Remove and replace access platform and gangway at dock "C".
- Provisional items related to floating breakwater access.
- All other work, miscellaneous items and incidentals, designated, shown or specified and necessary to complete the work and provide fully functional systems.

1.4 OFFICE OF THE CONSULTING ENGINEER

The office of the Consulting Engineer is as follows:

Tatham Engineering Limited
8 Barron Drive
Bracebridge, Ontario P1L 0A1

705-645-7756
tenders@tathameng.com

1.5 PROJECT MANAGER

The Project Manager is as follows:

Nick Smith, B.Eng.Mgt., M.A.Sc., P.Eng.

705-645-7756 ext 2083
nsmith@tathameng.com

1.6 TENDER DOCUMENTS & DRAWINGS

Tender Documents and Drawings may be obtained at the office of the Consulting Engineers. Additional copies of the Tender Documents and/or Drawings can be purchased at the prices noted below (inclusive of taxes). Payment shall be made to the Consulting Engineer, which **will not** be refunded. PDF versions these documents will be made available at no cost.

Tender Documents: \$56.50

Tender Drawings: \$56.50

There will be no consideration of any claim after submission of Tenders that there is a misunderstanding with respect to the conditions imposed by the Contract.

Each Bidder must satisfy themselves, by their own study of the Drawings and Contract Documents, by calculation and by personal inspection of the site respecting the conditions existing or likely to exist in connection with the execution of the Work, as to the practicability of completing the Work successfully within the stipulated time.

The Ontario Provincial Standard Specifications (OPSS), Ontario Provincial Standard Drawings (OPSD), and the standard drawings and specifications of the municipality having jurisdiction over the work shall govern the work under this Contract except as otherwise noted. All bidders on this tender shall obtain their own current copies of these Standard Specifications and Drawings.

1.7 BIDDER REGISTRATION

All Bidders shall register their name, address, telephone number, contact person and email address with the office of the Consulting Engineer. Tenders from Bidders that are not registered will not be opened.

All emails shall reference the tender number in the subject line of the email.

1.8 BIDDER EXAMINATION

The Bidder shall visit the site of the Work and carefully investigate all conditions potentially affecting the Work and how it is to be completed, with respect to site access, working area, storage areas, local features, including private property and utilities, as well as any other conditions that may influence the undertaking and/or pricing of the Work.

The Bidder shall examine all Contract Documents, Specifications, Drawings and Reports to ensure that the scope of Work and the conditions of the Contract are clear.

A Geotechnical Report is NOT available for this site.

The Bidder may carry out such further investigations as are necessary to inform them of the subsurface conditions, which will be encountered during Construction of the Works with the approval of the Owner(s) of said lands. The arrangements for such investigations should be made with the Engineer, the Owner and any other appropriate authorities.

1.9 TENDER CORRESPONDENCE & QUESTIONS

All correspondence (with the exception of the tender submission) shall be directed to the Project Manager. Emails shall reference the tender number in the subject line of the email.

Nick Smith, B.Eng.Mgt., M.A.Sc., P.Eng.

nsmith@tathameng.com

Bidders may submit questions regarding the tender up to the Time Limit for Questions, which is:

August 25, 2020

2:00 PM

Questions are to be submitted via mail or email to the Project Manager at the office of the Consulting Engineer. Bidders shall be responsible to ensure proper receipt of questions.

Where the Consulting Engineer deems that an explanation or interpretation is necessary or desirable, an Addendum will be issued to all Bidders. Addenda will normally be issued via email.

No oral explanation or interpretation provided by the Consulting Engineer or any other person during the tender period shall modify any of the requirements or provisions of the Tender Documents.

1.10 TENDER SUBMISSION

Bidders shall submit the following forms complete in all respects:

- Tender Form Section 2
- Schedule of Items & Prices Section 3
- List of Subcontractors & Suppliers Section 4
- Bidder's Ability & Experience Form Section 5
- Agreement to Bond Section 7
- All Addenda issued during the Tender Process duly signed
- Tender Security as specified herein
- Design Brief SP1.1

Each Tender must be fully legible, signed, sealed and witnessed in the spaces provided, with the signature of a responsible officer of the Bidder.

All Sections of the Tender Documents must be completed in ink, with all of the blank spaces completed. All items shall be tendered according to instructions in the Tender Documents, with entries made for unit price, lump sums, extensions and totals as appropriate.

Bidders may submit the entire document if they so desire.

Tenders are to be sealed in an envelope bearing the contract number and name of the bidder.

Tenders WILL NOT be accepted by email.

1.11 TENDER SECURITY

A Tender Security document is required to accompany the tender in the amount of:

five percent (5%) of the total value of the Tender

Tender security, made payable to the Owner, can be issued in one of, or a combination of the following:

1. certified cheque;
2. bank draft;
3. money order;
4. irrevocable letter of credit; or
5. bid bond (CCDC 220 - 2002).

If Section 1.10 allows submissions via email, a properly completed bid bond shall be submitted in electronic format with the tender submission.

The Bidder agrees that, if they should withdraw their Tender or fail for any reason to execute the agreement or provide the required bonds or other documents required, the Owner may retain the Tender Security for the use of the Owner and may accept any other Tender, advertise for new Tenders, or not accept any Tender as the Owner deems advisable.

The Tender Securities for the 3 low bidders shall be retained until the expiration of the tender period of validity or a contract is executed, whichever is shorter.

1.12 TENDER CLOSING

Tenders will be received at the office of the Town of Parry Sound up to the Closing Date and Time noted below. Each Tender will be marked with the time and date it is received.

September 3, 2020

2:00 PM

The bidder shall contact the Town of Parry Sound prior to submission to arrange delivery of the tender package. The Town's contact information is as follows:

Town of Parry Sound

52 Seguin Street

Parry Sound, Ontario P2A 1B4

Tel: 705-746-2101

The bidder is responsible to confirm receipt of the tender package prior to the closing of tenders. Tenders received after the Official Closing Date and Time, regardless of manner of

delivery, shall not be considered. The manner of delivery of any Tender shall be at the risk of the Bidder.

1.13 TENDER OPENING

Tenders will be opened publicly immediately following the closing of Tenders.

1.14 TENDER AMENDMENT OR WITHDRAWAL

A Bidder who has already submitted a tender may submit a further tender at any time up to the official Closing Date and Time of tenders. The last tender received shall supersede and invalidate all tenders previously submitted by that Bidder for this Contract.

A Bidder may withdraw their tender at any time up to the official closing Date and Time by submitting a letter bearing their signature and seal as in their tender to the office of the Consulting Engineer or by email to tenders@tathameng.com.

1.15 INFORMAL TENDERS

Tenders that are incomplete, conditional, illegible or obscure or that contained additions not called for, reservations, erasures, alteration or irregularities of any kind, may be rejected as informal. Bidders are required to fill in all the blanks. Wherever in a Tender that an item's total tendered amount does not agree with the extension of estimated quantity and the tendered unit price, the unit price shall govern and the total tender price shall be corrected accordingly. Tenders that contain prices which appear to be so unbalanced as likely to adversely affect the interests of the Owner may be rejected at the Owner's sole discretion.

1.16 DISQUALIFICATION OF TENDERS

Tenders will not be opened and are disqualified if:

- submitted by an unregistered Bidder; or
- received after the closing time and date of tenders.

Tenders may be declared invalid and disqualified if presented as follows:

- with blank spaces missing required information;
- with additions uncalled for;
- unbalanced;
- conditional;
- qualified;
- irregular;

- without the tender security in the prescribed form;
- unsigned and unsealed;
- illegible;
- obscure; or
- completed in pencil.

1.17 RIGHT TO ACCEPT OR REJECT

Contract award will be by written notification from the Owner to the successful Bidder, if any. The Bidder acknowledges that the Owner shall have the right to reject any, or all Tenders for any reason, or to accept any Tender which the Owner in its sole discretion deems most advantageous to itself. The lowest or any Tender shall not necessarily be accepted.

1.17.1 Consideration for Award

Consideration for award shall only be undertaken in relation to Bidders who are determined by the Owner to have satisfied all requirements of the Tender.

The Owner hereby reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:

1. accept a Tender which is not the lowest Tender submission, or reject a Tender that is the lowest Tender even if it is the only Tender received;
2. cancel this Call for Tenders at any time, either before or after the Closing Date and Time;
3. accept the Tender deemed most favourable to the interest of the Owner or that may provide the greatest value, advantage and benefit to the Owner based upon and not limited to:
 - i. price
 - ii. ability
 - iii. quality of work
 - iv. service
 - v. past experience
 - vi. past performance
 - vii. qualification
4. accept or reject any and all Tenders whether in whole or in part;

5. with the exception of disqualified Tenders, waive any informalities, requirements, discrepancies, errors, omissions, or any other defect of deficiencies in any Tender Form or Tender submission;
6. award any part of any Tender;
7. accept or reject any unbalanced, irregular, or informal Tenders; or
8. reject any Bidder who is involved in litigation with the Owner.

1.17.2 Evaluation of Tenders

The owner reserves the right to consider, during the evaluation of tenders:

1. information provided in the Tender itself;
2. information provided in the design brief included as part of the submission;
3. information provided in response to enquiries of credit, experience and industry references set out in the Tender;
4. information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Tender in relation to the reputation, reliability, experience and capabilities of the Bidder;
5. the manner in which the Bidder provides services to others;
6. the experience and qualification of the Bidder's senior management, and project management; and
7. the compliance of the Bidder with the Owner's requirements and specifications.

The Bidder acknowledges that the Owner may rely upon these and any other criteria, which the Owner deems relevant; even though such criteria may not have been disclosed to the Bidder. By submitting a Tender, the Bidder acknowledges the Owner's rights under this Section and absolutely waives any right, or cause of action against the Owner and its Engineer, by reason of the Owner's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in Contract, negligence, or otherwise.

1.18 MATERIAL INCORPORATED INTO THE WORK

All material incorporated into the work and necessary for the proper completion of the work including testing and certification shall be supplied by the Contractor unless otherwise noted.

All material supplied by the Contractor shall be new. In no case is material to be remanufactured, factory reconditioned, or recycled from the site unless specifically approved and tested by the Engineer.

1.19 CONTRACT

The party to whom the Contract is awarded will be required to execute the Agreement contained herein in triplicate and to furnish a certified copy of a satisfactory insurance policy referred to in Section 6 within 7 days not including Sunday or a legal holiday, after notification (by mail or email) by the Owner to them at their business address stated in their Tender, of the award of the Contract to them. Should the said party fail to execute this Agreement within the time stipulated above, the Tender Security accompanying their Tender (if applicable) shall be forfeited to the Owner.

1.20 BONDS

The Successful Bidder shall be required to furnish Bonds for 'Performance' and 'Labour & Materials' each equal to 100% of the Tender Price, including the Contingency Allowance and HST, with a Guarantee Surety Company authorized by law to carry on business in the Province of Ontario and having an office in Ontario. The bidder shall include with their tender an original, completed Agreement to Bond in the form provided (refer to Section 7) executed under seal by the Surety Company from which the Successful Bidder proposes to obtain the required bonds.

1.21 INSURANCE

The Successful Bidder shall be required to provide a certified copy of an insurance policy covering the types of insurance required under the OPS General Conditions of Contract November 2019. As a minimum the Contractor shall provide general liability insurance per GC 6.03.02 and automobile liability insurance per GC 6.03.03. **The minimum amount shall be \$5,000,000 exclusive of interest and cost.**

Where aircraft are used the Contractor shall supply aircraft liability insurance per GC 6.03.04.01. Where watercraft are used the Contractor shall supply watercraft insurance per GC 6.03.04.02. Where buildings are erected the Contractor shall supply all risks property insurance per GC 6.03.05.01. Where pressure vessels are installed the Contractor shall supply boiler insurance per GC 6.03.05.02.

General liability insurance shall list as additional insured to the Contractor, the Owner, Tatham Engineering Limited, the Owner's Geotechnical Consultant, the Owner's agents, the Contract Administrator, the Municipality and their agents in the same manner and to the same extent as if a separate policy had been issued for each.

The design Engineer shall maintain Professional liability insurance in an amount not less than five million (\$5,000,000) per claim. Such insurance shall provide coverage for all errors and omissions made by the Professional in the rendering of, or failure to render, professional

services in connection with the Contract. The policy shall remain in force during the contract and for twenty-four (24) months following Substantial Performance of the Work.

The Contractor shall obtain and keep in force Contractors Pollution Liability (or similarly named) covering the pollution events on third party property in an amount not less than five million (\$5,000,000) for twenty-four (24) months following Substantial Performance of the Work. The Policy is to show coverage for the location of the Project and any secondary off-site locations being used in conjunction with this Project. Coverage shall extend to include all Contractors and Sub-contractors. This policy shall name the Owner and Tatham Engineering Limited as Additional Insured with a 60-day notice of cancellation or non-renewal.

1.22 WORKPLACE SAFETY & INSURANCE BOARD CLEARANCE

The Successful Bidder shall supply a Certificate from the Workplace Safety and Insurance Board indicating that they are in good standing with the Board prior to the start of construction, with each request for payment, and at any other time when requested by the Engineer.

1.23 STARTING DATE

No work shall begin until the Engineer has issued a Start Work Order. The Start Work Order will be issued once the Contractor has provided all forms, permits, plans, schedules, insurance forms etc. to the satisfaction of the Engineer and all permits and approvals for the work are in place.

1.24 PROGRESS & COMPLETION

The Bidders attention is drawn to the Substantial Performance and Contract Completion dates stipulated in the Tender Form (Section 2), with due consideration to the Liquidated Damages Clause in General Conditions Supplementary Section 11.3.17. The Contractor shall be required to submit a detailed Schedule of Work as set out in the Special Provisions prior to starting work.

The Contract Completion date stipulated within the tender is May 14, 2021. Should potential Bidders feel that this date is not attainable, alternate schedules may be provided with the design brief submission and will be considered during the evaluation.

The Contractor shall advertise the Certificate of Substantial Performance in the Daily Commercial News (DCN) and shall pay all related costs. The Contractor shall be responsible to provide proof of publication prior to release of holdback.

1.25 TESTING & CERTIFICATION

All works constructed shall be subjected to testing, inspection and recording of their location. The Contractor shall test the works and/or make the works available for testing. The Contractor shall make the works available for inspection by the Engineer.

The Engineer shall certify the work unless specified elements of the work require specific design and certification by the supplier. Where specific certification is required this shall be included in the cost of the element.

The Contractor shall perform all testing of inground works for certification and repeat until all work is successfully tested.

1.26 AS-BUILT INFORMATION

The Contractor shall reasonably assist the Engineer with gathering field information as a check for compliance with the design. The Contractor shall be responsible to gather detailed as-built information and communicate any variances from the design immediately to the Engineer. The Contractor's as-built information shall be provided to the Engineer in digital (ACAD) format. The Engineer's check of compliance with design shall not relieve the Contractor from the responsibility to construct the works according to the "approved for construction" drawings and specifications.

1.27 TAXES

The Tendered unit and lump sum prices submitted by the Bidder shall **exclude** the Federal Harmonized Sales Tax (HST). Payment of the HST shall be added to the monthly payment certificates. Payment of the HST shall be contingent upon the submission of the Contractor's HST Registration Number.

1.28 FAIR WAGES

The Bidder's attention is drawn to the Fair Wages and Labour and Conditions applicable to this Contract as outlined in the General Conditions Supplementary.

1.29 OCCUPATIONAL HEALTH & SAFETY ACT

The Contractor by executing the Contract, unequivocally acknowledges that they are the "Constructor" within the meaning of the Occupational Health and Safety Act and the Contractor undertakes to carry out the duties and responsibilities of "Constructor" with respect to the Work.

1.30 CONSTRUCTION ACT

The Contract shall be administered in full compliance with the Construction Act. In any instances where any part of the Tender and/or Contract Documents are not in agreement with the Construction Act, the Construction Act shall govern.

1.31 ACCESSIBILITY

Contractors shall be compliant with the “Accessible Customer Service Standard”, Ontario Regulation 429/07 made under the “Accessibility for Ontarians with Disabilities Act” (AODA) 2005. Applicable policies and proof of employee training shall be provided upon request.

1.32 ROAD OCCUPANCY PERMITS

Prior to any work being undertaken, the Contractor shall obtain and pay for road occupancy permits from the appropriate municipality or regional authority. The permits obtained shall be taken out in the name of the Contractor.

1.33 TEST HOLES

Test holes WILL NOT be excavated by the Owner during the tender period.

1.34 PERMIT TO TAKE WATER

Not Applicable.

1.35 FREEDOM OF INFORMATION & PRIVACY

All bids submitted to the Owner being a Municipality become the property of the Owner and as such, are subject to the Municipal Freedom of Information and Protection of Privacy Act

1.36 APPROVALS

The Owner is currently seeking approval and permits for the project from Transport Canada under the Navigation Protection Act as well as the governing environmental agencies. Award of the Contract and Start Work Order is subject to permit approvals and may influence the start of the Contract. The Contractor shall not claim any additional compensation resulting from a delayed start to the Contract.

The Contractor shall work to provide authorities all requested information and comply with all conditions of the permits.

2

TENDER FORM

2 Tender Form

To: Town of Parry Sound
52 Seguin Street
Parry Sound, Ontario P2A 1B4

c/o: Tatham Engineering Limited
8 Barron Drive
Bracebridge, Ontario P1L 0A1

Att: Nick Smith, B.Eng.Mgt., M.A.Sc., P.Eng.

The undersigned has carefully examined the Instructions to Bidders, Tender Form, Schedule of Items and Prices, General Conditions, General Conditions Supplementary, Drawings, Specifications and Special Provisions for this Contract and acknowledges the same to be part of the Contract. Further, the undersigned has visited the site and studied all conditions therein which affect the Work and is fully informed as to the nature of the Work and the conditions relating to its performance.

The undersigned hereby proposes to furnish all plant, labour, and materials including in every case, freight, duty, exchange and sales tax in effect (excluding HST), except as otherwise specified and to complete the Work in strict accordance with the requirements of the Contract at the unit prices named in the Schedule of Items and Prices for the sum of:

in words \$

in numbers \$

The undersigned agrees to the following:

1. To execute the Agreement in triplicate and to furnish in triplicate to the Owner, the required certified copy of the Insurance Policy required under the Contract, construction schedule and, if required by the Owner, the Bonds as described in the Instructions to Bidders within 7 days, not including Sunday or a legal holiday, from the date of mailing or emailing of the notice of acceptance of this Tender by the Owner to the address stated hereunder.
2. This offer is to continue open to acceptance until the Contract is executed by the Successful Bidder or for a period of 90 days commencing from the Closing Date and Time of Tenders, whichever event first occurs and that the Owner may, at any time within that period, accept this Tender whether any other Tender has been previously accepted or not.
3. The Owner may reject any or all Tenders without explanation.
4. The Bidder shall have no claim against or entitlement to damages from the Owner by reason of the Owner rejecting its Tender or all tenders or by reason of any delay in acceptance of a Tender.
5. If requested in writing by the Owner, the undersigned will enter into a Contract with the Owner based upon his Tender but jointly in the names of the Bidder and the Bidder's parent company, if any. The Bidder further agrees that any request by the Owner as indicated above is not and shall not be deemed to be a counter-offer by the Owner.
6. This Tender is subject to a formal contract being prepared and executed by both parties.
7. No person, firm or corporation other than the Bidder has any interest in this Tender or in the proposed Contract for which this Tender is made.
8. This Tender is made without any connection, comparison of figures or arrangements with, or knowledge of, any other corporation, firm or person making a Tender for the same work and is in all respects fair and without collusion or fraud.
9. The Work will be commenced within 5 days of the issuance of a Start Work Order. A Start Work Order will be subject to receiving all approvals. It is expected that all approvals will be in place to issue the Start Work Order on:

September 25, 2020

10. The Contract shall be Substantially Performed within the noted period following the Start Work Order or by the date noted below:

May 7, 2021

11. The Contract shall be Completed within the noted period following the Start Work Order or by the date noted below:

May 14, 2021

12. That the Tender documents submitted by the Bidder comprise the following:

		initial
▪ Tender Form	Section 2	_____
▪ Schedule of Items & Prices	Section 3	_____
▪ List of Subcontractors & Suppliers	Section 4	_____
▪ Bidder's Ability and Experience Forms	Section 5	_____
▪ Agreement to Bond	Section 7	_____
▪ Addenda ___ through ___		_____
▪ Tender Security		_____
▪ Design Brief	SP1.1	_____

13. That the Bidder is not entitled to payment for Contingency Items except for additional work carried out by him in accordance with the Contract and approved by the Contract Administrator and Owner and then only to the extent of such additional work.

The Bidder solemnly declares that the several matters stated in the foregoing Tender are in all respects true.

Authorized Officer: _____
print name

_____ date
signature

Witness _____
print name

_____ date
signature

Company Seal:

This Tender is submitted by:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

HST Registration: _____

Name & Title: _____

Signature of Bidder: _____ Date: _____

Company Seal:

3

SCHEDULE OF ITEMS & PRICES

3 Schedule of Items & Prices

The Contractor hereby states that the following unit prices shall constitute full compensation for the works specified under Contract No. 219557-1					
Item No.	Description of Item	Est. Qty	Unit	Unit Price	Total Price
SP1 Through to SP10 - DRAWINGS AND GENERAL DESIGN REQUIREMENTS					
1	General Work and Project Requirements	1.0	L.S.	\$	\$
2	Mobilization and Demobilization	1.0	L.S.	\$	\$
3	Removal of Existing Floating Breakwater	1.0	L.S.	\$	\$
4	Floating Breakwater Replacement				
i)	Floating Breakwater Including Anchorage	202.0	m.	\$	\$
ii)	Solar Powered Amber Lights	6.0	ea.	\$	\$
Sub-Total Section					\$
PROVISIONAL ITEMS					
5	Removal of Existing Dock "C"	1.0	L.S.	\$	\$
6	Dock "C" Replacement				
i)	Reinforced Concrete Approach Slab	1.0	ea	\$	\$

ii)	2.2m Wide Aluminum Gangway	6.7	m	\$	\$
iii)	2.44m Wide Main Dock Including Anchoring and Moorings	98.0	m	\$	\$
iv)	0.91m Wide by 6.1m Long Finger Dock	3.0	ea	\$	\$
v)	0.91m Wide by 9.1m Long Finger Dock	6.0	ea	\$	\$
vi)	Water Supply and Distribution System	1.0	L.S.	\$	\$
vii)	Electrical 600A SWBD Replacement and Feeders to Dock	1.0	L.S.	\$	\$
viii)	New Dock "C" Feeder cables	1.0	L.S.	\$	\$
ix)	Typical Marine Power and Water Pedestal	13.0	ea	\$	\$
7	Floating Breakwater Additional Work				
i)	2.2m Wide Aluminum Gangway and Shore Connection	9.0	m	\$	\$
ii)	Concrete Walkway Undermining Repair	1.0	L.S.	\$	\$
iii)	Full-Width Wood Decking Including Moorings	1.0	L.S.	\$	\$
iv)	Solar Powered Decking Lights	55.0	ea.	\$	\$
8	Cathodic Protection System				
i)	Dock "C"	1.0	L.S.	\$	\$

ii)	Floating Breakwater	1.0	L.S.	\$	\$
9	Electrical Re-Distribution				
i)	Re-route Dock A West Feeder to 1200A SWBD + New Breaker	1.0	L.S.	\$	\$
				Sub-Total Section	\$
10	Contingency Allowance	1.0	LS	\$150,000.00	\$150,000.00
				Total All Sections	\$
				*Transfer Total to Section 2, Tender Form	\$

4

LIST OF SUBCONTRACTORS & SUPPLIERS

4 List of Subcontractors & Suppliers

The Tenderer shall list here under the names of all Subcontractors and Suppliers (Hot Mix Asphalt, Concrete Ready Mix, Precast Concrete, Granular Material, Electrical Suppliers and Pipe Suppliers) as applicable who he proposes to use.

Subcontractor or Supplier	Address	Trade	Approximate Value

It is understood by the Tenderer that the above list of Subcontractors/Suppliers is complete and that N/A or blanks are not acceptable and will make the tender non-compliant. No additions to this list will be permitted after Closing Time of Tenders, without the written approval of the Engineer.

Name of Bidder: _____

Signature of Bidder: _____ Date: _____

5

BIDDER'S ABILITY & EXPERIENCE

5 Bidder's Ability & Experience

5.1 PROJECT EXPERIENCE

The Bidder shall provide information on 4 contracts in this class of work that has been undertaken over the past 3 years.

Project 1 _____ Year _____

Project Tender Value _____

Description of Work _____

Project Owner _____

Project Manager _____ Tel _____

Contract Completion _____

Date (as per contract) _____

Substantial Completion _____

Date _____

Additional Comments _____

(optional) _____

Project 2 _____ Year _____

Project Tender Value _____

Description of Work _____

Project Owner _____

Project Manager _____ Tel _____

Contract Completion _____

Date (as per contract) _____

Substantial Completion _____

Date _____

Additional Comments _____

(optional) _____

Project 3 _____ Year _____

Project Tender Value _____

Description of Work _____

Project Owner _____

Project Manager _____ Tel _____

Contract Completion Date (as per contract) _____

Substantial Completion Date _____

Additional Comments (optional) _____

Project 4 _____ Year _____

Project Tender Value _____

Description of Work _____

Project Owner _____

Project Manager _____ Tel _____

Contract Completion Date (as per contract) _____

Substantial Completion Date _____

Additional Comments (optional) _____

Reference Release: Authorization is hereby provided to the Consulting Engineer to contact the person or organizations listed above for the purpose of obtaining reference information relating to the Contractor and Subcontractor. These persons are authorized to disclose such information.

Name of Bidder _____

Signature of Bidder: _____ Date: _____

5.2 QUALIFICATIONS OF SENIOR SUPERVISORY STAFF

Senior Supervisory Staff as listed below cannot be changed without prior written approval of the Contract Administrator.

Name & Title _____
Qualifications _____
& Experience _____

Name & Title _____
Qualifications _____
& Experience _____

Name & Title _____
Qualifications _____
& Experience _____

Name & Title _____
Qualifications _____
& Experience _____

5.3 PROPOSED CONSTRUCTION EQUIPMENT FOR THIS CONTRACT

Equipment
Available

Equipment
to be
Rented

Equipment
to be
Purchased

6

AGREEMENT

6 Agreement

This Agreement made in triplicate on _____ by and between:

Contractor: _____

and

Owner: _____

WITNESSETH

That, the Contractor for and in consideration of the payment specified in his Tender for this Work, hereby agrees to furnish all necessary plant, labour and materials, except as otherwise specified, and to complete the said Work in strict accordance with the Contract Documents, all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied therein.

The Contractor further agrees that he will deliver the whole of the Work completed in accordance with the Agreement.

IN CONSIDERATION WHEREOF, the Owner agrees to pay to the Contractor for all Work done, the stipulated lump sum or sums in the Tender as enclosed herein. Holdbacks and Payment terms to be as stipulated in the Contract Documents.

THIS AGREEMENT SHALL ensure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Contractor and on the heirs and successors of the Owner.

IN WITNESS WHEREOF, the Contractor and the Owner have hereunto signed their names and set their seals on the day first above written.

Signed & Sealed by the Contractor

Signature _____
I have the ability to bind the corporation

Name _____

Title _____

Date _____

Witness
Signature _____

Name _____

Signed & Sealed by the Owner

Signature _____ I/we have the ability to bind the corporation

Name _____

Title _____

Date _____

Witness
Signature _____

Name _____

Date of Tender Submission

Total Tender Price

Contractor's HST No.

7

AGREEMENT TO BOND

7 Agreement to Bond

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

Bidder: _____

in a "Performance Bond" for the amount of 100% of the total Tender, and a "Labour and Materials Contract Payment Bond" in the amount of 100% of the total Tender, conforming to the instruments of Contract attached hereto, for the full and due performance of the Works shown and as described herein if the Tender noted below is accepted by the Owner. Period of maintenance shall be 24 months from completion.

Tender: _____

It is a condition of this Agreement, that, if the above mentioned Tender is accepted by the Owner, application for both bonds must be made to the undersigned within 60 days of the execution of the Contract related thereto, otherwise this Agreement shall be null and void.

Dated: _____ day of _____ 2020

Bonding Company: _____

Signature of Authorized
Person Signing for
Bonding Company: _____

Position of Signing
Officer: _____

Company Seal:

8

PERFORMANCE BOND

8 Performance Bond

Insert Construction Act Form 32 Performance Bond under Section 85.1 of the Act

9

LABOUR & MATERIAL BOND

9 Labour & Material Bond

Insert Construction Act Form 32 Performance Bond under Section 85.1 of the Act

10

SCHEDULE OF DRAWINGS, SPECIFICATIONS, STANDARDS & CONDITIONS OF CONTRACT

10 Schedule of Drawings, Specifications, Standards & Conditions of Contract

The Work specified in this contract will be performed in strict accordance with the following Drawings, Specifications, Standards and Conditions of Contract.

10.1 DRAWINGS

Drawing		Rev	Prepared by
TP	Title Page	1	Tatham Engineering Limited
OP-1	Overall Plan	1	Tatham Engineering Limited
S-1	Floating Dock Details	1	Tatham Engineering Limited
S-2	Details and Notes	1	Tatham Engineering Limited
E1	Electrical Room and Dock Recept.	0	Dawson's Inc.
E2	Single Line Diagram	0	Dawson's Inc.
E3	Details and Specifications	0	Dawson's Inc.

10.2 SPECIFICATIONS

Specifications	Pages	Prepared by
Special Provisions	12-1 to 12-24	Tatham Engineering Limited

10.3 STANDARDS

Refer to Contract Drawings for reference to applicable Municipal Standards, Ontario Provincial Standards and Standards of other authorities having jurisdiction.

10.4 CONDITIONS OF CONTRACT

Conditions of Contract	Section	Prepared by
Instructions to Bidder	1-1 to 1-12	Tatham Engineering Limited
General Conditions of Contract		Metric OPSS.MUNI.100, Nov 2019
General Conditions Supplementary	11-1 to 11-10	Tatham Engineering Limited

It shall be the Contractor's responsibility to obtain copies of the current applicable Municipal standards, and the current Ontario Provincial Standard Specifications and Standard Drawings.

11

GENERAL CONDITIONS SUPPLEMENTARY

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11 General Conditions Supplementary

11.1 GENERAL CONDITIONS

The words General Conditions in this Contract mean the Ontario Provincial Standards General Conditions of Contract, as attached hereto.

If there is any discrepancy between the General Conditions and the General Conditions Supplementary, the General Conditions Supplementary will apply.

If there is any discrepancy between the General Conditions or General Conditions Supplementary and the Construction Act, the Construction Act shall govern.

11.2 DESIGNATION OF PARTIES

Where the word "Owner" is used in this Contract, it shall mean:

Town of Parry Sound

Where the word "Contract Administrator", "Consulting Engineer" or "Engineer" is used in this Contract it shall mean:

Tatham Engineering Limited

or any other Engineer as may be authorized or appointed by the Owner to act on behalf of the Owner in any particular capacity.

Where the word "Contractor" is used in this Contract, it shall mean in every case the General Contractor, but where referred to in the trades it shall also mean the Subcontractor.

11.3 AMENDMENTS TO THE GENERAL CONDITIONS

11.3.1 Section GC1.04 of the General Conditions Definitions

Amended by adding the following:

"Measured Quantity" means that quantity within the approved Limits of the Works, measured in the field.

11.3.2 Section GC2.01 of the General Conditions, Reliance on Contract Documents

Amended by adding the following:

- .03 a) The Geotechnical Report(s) which will be available from the Engineer only as specified in Section 1.8: Bidder Examination of the "Instructions to Bidders" shall **not** form part of the Contract Documents.

- b) It is to be clearly understood that the information contained in the Geotechnical Report(s) was accumulated for design purposes only and any interpretation placed on it by the Bidder or Contractor is solely the responsibility of the Bidder or Contractor.

11.3.3 Section GC2.02 of the General Conditions, Order of Precedence

Amended by deleting paragraph .01 and replacing it with the following:

.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:

1. Agreement
2. Addendum(s) (if any)
3. Special Provisions
4. Contract Drawings
5. Instructions to Bidders
6. General Conditions Supplementary
7. Standard Specifications
8. Tender
9. General Conditions
10. Working Drawings

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

11.3.4 Section GC3.09 of the General Conditions, Subcontracting by the Contractor

Amended by the addition of the following:

.07 The Contractor shall submit a list of proposed subcontractors, showing the value of the work to be sublet to each. The value of the work sublet shall not exceed 50% of the total work.

11.3.5 Section GC7.03 of the General Conditions, Working Area

Amended by the addition of the following:

.06 Materials and/or Equipment shall **not** be stored within 3 metres of the travelled portion of any roadway.

- .07 Notwithstanding the foregoing, the Contractor shall, at their own expenses, remove any equipment or material which in the Engineer's opinion, constitutes a traffic hazard.
- .08 The storage of materials and equipment on-site is limited and subject to the Owner's approval. The Contractor shall allow for off-site storage in their tendered price.

11.3.6 Section GC7.06 of the General Conditions, Maintaining Roadways and Detours

Amended by deleting paragraph .05 and replacing it with the following:

- .05 The Contractor will bear the cost of maintaining, in a satisfactory condition for traffic in both directions, a road through the working area. Provisions shall be made at ALL times for local traffic. Clear, unobstructed entrances shall be maintained to all private dwellings and all side streets.

11.3.7 Section GC7.16 of the General Conditions, Warranty

Amended by deleting paragraph .02 and replacing it with the following:

- .02 The Contractor guarantees that with ordinary wear and tear, the Work shall, for a period of 24 months from the Date of Substantial Performance of the Work or where there is no Substantial Performance Certificate, of 24 months from the date of completion of the Work as set out in the Completion Certificate, or such longer periods as may be specified for certain materials or Work, remain in such condition as will meet the approval of the Engineer, and that the Contractor will upon being required by the Engineer, make good in permanent manner, satisfactory to the Engineer, any imperfections due to materials or workmanship used in the construction of the Work. The decision of the Engineer is to be final as to the nature and cause of such imperfections and the necessity for remedying same. Should the Contractor fail to comply with the directions of the Engineer, the Engineer may, after giving the Contractor 24 hours written notice perform the necessary work, and the cost thereof may be deducted from the Contractor or their Surety jointly or severally in any court of competent jurisdiction as a debt due to the Owner. If the Engineer notifies the Contractor in writing of imperfections prior to the termination of the Warranty Period, then the Contractor shall make good the imperfections as specified above, notwithstanding that the Work may commence after or extend beyond the end of the warranty period.

11.3.8 Section GC8.01.01 of the General Conditions, Quantities

Amended by the addition of the following:

- .04 The Contract Administrator, Contractor or the Owner may dispute the quantity that is specified for payment on a plan quantity basis. Where there is a dispute, this shall be supported by calculations, drawings, and any other evidence indicating why the plan quantity is believed to be in error. If the plan quantity is found to be in error, payment will be made in accordance with the adjusted plan quantity.

11.3.9 Section GC8.01.02 of the General Conditions, Variations in Tender Quantities

Amended by the addition of the following:

- .02 Tender Items noted as "provisional" can be deleted, used in part or exceed the estimated quantity with payment based on the final measurement and tendered unit prices. The owner will not accept any claim for monies lost by the Contractor due to the above for any reason.

11.3.10 Section GC8.02.04.01 of the General Conditions, Progress Payment

Amended by deleting paragraph .02 h) and replacing it with the following:

- .02 h) In support of the Proper Invoice, the Contractor shall submit to the Contract Administrator, except the first Proper Invoice, a Statutory Declaration regarding Payment of Accounts in a form acceptable to the Owner, signed by an authorized signing officer of the Contractor stating that all workers employed by the Contractor in the performance of the Contract have been paid in full and in accordance with the requirements of the Contract not less frequently than semi-monthly and up to and including the pay-day immediately preceding the date of the declaration and that all other liabilities incurred by the Contractor arising out of work performed or materials supplied as set forth in the monthly estimate relating to the last monthly statement previously submitted have been discharged. The Owner may issue a Notice of Non-Payment if the Contractor fails to submit such a declaration or if the Contractor submits an improperly completed declaration.

11.3.11 Section GC8.02.04.01 of the General Conditions, Progress Payment

Amended by adding the following:

- .05 Payment of a Proper Invoice submitted by the Contractor shall not bind the Owner in his evaluation of the Works completed.
- .06 Fifteen percent (15%) of the value of contract items which must be tested or for which as-built information must be gathered may be retained to guarantee the quality of the work performed and shall be termed Testing/As-Built Holdback. The Testing/As-Built Holdback shall reduce the value of the work completed to date on

the progress certificate. The Testing/As-Built Holdback will be gathered if in the opinion of the Contract Administrator the testing of contract work is not being pursued in a timely manner. Work has proceeded without required testing or as-built information has not been gathered and recorded. The Testing/As-Built Holdback shall be released in the monthly Progress Payment Certificate after the work has been satisfactorily tested, inspected and approved by the Engineer. The Contractor shall present the as-built drawings with the payment claim for review by the Engineer showing the information gathered.

- .07 Ten percent (10%) of all monies due to the Contractor in accordance with the Proper Invoice shall be retained by the Owner and shall be termed Statutory Holdback in accordance with the Construction Act.
- .08 Prior to Substantial Performance an additional two and one-half percent (2.5%) of all monies due to the Contractor in accordance with the Proper Invoice shall be retained by the Owner and shall be termed Warranty Holdback. Upon application by the Contractor, contract items may be removed from the aggregate value of work complete for which the warranty holdback applies.
- .09 The warranty holdback shall be paid to the Contractor at the expiration of the Warranty Period and upon issuance of the Final Acceptance Certificate.

11.3.12 Section GC8.02.04.04 of the General Conditions, Certificate of Substantial Performance of Work

Amended by adding the following:

- .07 The Work will be deemed to be substantially performed when:
 - a) the Work to be performed under the Contract or a substantial part thereof is ready for use or is being used for the purpose intended;
 - b) the Work to be performed under the Contract is capable of completion or, where there is a known defect, the cost of correction is not more than;
 - 3% of the first \$1,000,000 of the Contract price,
 - 2% of the next \$1,000,000 of the Contract price, and
 - 1% of the balance of the Contract price.
 - c) The Contract Administrator has verified the works have satisfactorily passed the required inspection and testing and has verified the Contract has been substantially performed.
- .08 For the purposes of this Contract, where the Work or a substantial part thereof is ready for use or is being used for the purposes intended and the remainder of the

Work cannot be completed expeditiously, for reasons beyond the control of the Contractor or, where the Owner and the Contractor agree not to complete the Work expeditiously, the price of the services or materials remaining to be supplied and required to complete the Work shall be deducted from the Contract price in determining Substantial Performance.

- .09 In accordance with the Construction Act, a 10% Finishing Holdback will be captured for works completed after the issuance of the Certificate of Substantial Performance. The Finishing Holdback will be released upon the issuance of a Final Acceptance Certificate by the Contract Administrator.

11.3.13 Section GC 8.02.05.05 of the General Conditions, Payment for Material

Amended by deleting paragraph .01 and replacing it with the following:

- .01 The Owner will pay the Contractor for Material used on each Time and Material project at 105% of the cost of the Material.

11.3.14 Section GC 8.02.05.06.01 of the General Conditions, Payment for Equipment - Working Time

Amended by deleting paragraphs .01, .02 and .03 and replace with the following:

- .01 The Owner will 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 60% of the 127 Rates.
- .02 The Owner will pay the Contractor for the Working Time of Rented Equipment used on the Work on a Time and Material at 105% of the invoice price approved by the Contract Administrator up to a maximum of 60% of the 127 Rate. This constraint will be waived when the Contractor Administrator approves the invoice price prior to the use of the Rented Equipment.
- .03 The Owner will pay the Contractor for the Working Time of Operated Rented Equipment used on the Work on a Time and Material at 105% 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.

11.3.15 Section GC 8.02.05.08 of the General Conditions, Payment for Work by Subcontractors

Amended by deleting paragraph .01 and replacing it with the following:

- .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

will 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 5% mark-up.

11.3.16 Section GC8.02.06 of the General Conditions, Final Acceptance Certificate

Amended by the addition of the following:

- .03 No certificate other than the Final Acceptance Certificate shall be deemed to imply approval of any part of the Work or of the Contractor's due performance of the Contract or any part thereof.

11.3.17 Section GC8.02.09 of the General Conditions, Liquidated Damages

Amended by deleting paragraph .01 and replacing it with the following:

- .01 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 by the Completion Date stipulated in the Tender Form, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Owner the sum of \$500 for liquidated damages for each and every working day delay in finishing the work in excess of the dates of completion prescribed. It is agreed that this amount is an estimate of the actual damage to the Owner which will accrue during the period in excess of the completion dates stipulated. In addition to the above amount per day Liquidated Damages charge, the Contractor shall pay to the Owner in respect of additional site supervision, office supervision and administration caused by the delay in finishing the Work in excess of the completion dates stipulated.
- b) The Owner may deduct any amount due under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Owner.

11.4 PAYMENTS

Payments shall be made in accordance with the Construction Act.

11.5 NIGHT, WEEKEND & HOLIDAY WORK

Working hours are to be in accordance with relevant Municipal By-Laws. No night work will be permitted except in the case of an emergency and then only with the written permission of the Engineer and to such extent as they deem necessary. However, the Engineer reserves the right to order any work under this Contract to be undertaken at night and the Contractor shall comply with such an order and shall carry out all night work with adequate illumination and with due respect for the noise restrictions requested by local residents or authorities having jurisdiction consistent with the faithful performance of the work.

Night shall be defined as that time after sunset and before sunrise.

No Sunday work will be permitted except in the case of emergency and then only with written permission of the Engineer and to such extent, as they deem necessary.

Except in cases of emergency and then only with the consent in writing of the Engineer, the Contractor shall not work on any Saturday or Statutory Holiday. In the case the Contractor desires to work on a Saturday or Statutory Holiday he shall request in writing the permission of the Engineer. This request shall be at least four (4) days in advance of such holiday stating those places where such work will be conducted. In case the Contractor fails to give such notice in advance, no work within the terms of the Contract shall be done on such Saturday or Statutory Holiday. The Contractor is responsible for obtaining approval from authorities having jurisdiction over local noise bylaws for such work.

The above provisions shall not apply to any maintenance operations, which the Contractor is required to perform under this Contract or as required by the Engineer at any time including Nights, Saturdays, Sundays and Statutory Holidays.

Prior to moving off the job before each weekend, Public Holiday or any other non-working day, the Contractor shall erect all signs, barricades and lights so that they will remain in place during the period of absence. The roadway shall be graded to provide a smooth travelling surface and water and calcium chloride added where necessary or as directed by the Engineer.

The Contractor shall provide the Engineer with the name and telephone number of their project superintendent or other reliable supervisor who can be contacted during the Contractor's absence from the job. Such person shall be responsible for inspecting the job periodically during the Contractor's absence and shall check all signs, barricades and lights and repair the roadway surface as required. No additional payment will be made for this work.

11.6 DEFECTIVE WORK

The Contractor shall, at any time when so required by the Engineer, during construction or during the warranty period, make such openings, and to such extent through any part of the Work as the Engineer may direct, which he shall forthwith make good again to the satisfaction of the Engineer. Should the work so opened be found in the opinion of the Engineer, faulty in any respect, the whole of the expense, including the cost of inspection, shall be borne by the Contractor, but if the work so opened up be found in perfect condition, the said expense shall be borne by the Owner.

All defective work or materials discovered by these or any other means must be forthwith wholly removed, and made good by the Contractor, to the satisfaction of the Engineer and the whole cost of such renewal, including the cost of materials, labour, and inspection shall be borne by the Contractor. Should the Contractor refuse to make such renewals as are ordered by the Engineer, then the Engineer will proceed with the work in any manner they may deem fit. The cost of such work shall be paid by the Contractor or deducted from any monies due, or if necessary, deducted from the Contractor or their Surety jointly or severally in any court of competent jurisdiction as a debt due to the Owner.

11.7 SITE MEETINGS

The Contractor shall attend a pre-construction meeting and bi-weekly meetings with the Contract Administrator at the contract site or as directed by the Contract Administrator to discuss the progress of the Work and co-ordinate the work of utilities. The Contractor's Superintendent shall attend this meeting. Minutes of Meetings shall be recorded and shall be binding on both parties to the Contract.

11.8 LABOUR CONDITIONS & FAIR WAGES

Labour Conditions and Fair Wages are to be in accordance with the current schedule.

11.9 WORKPLACE SAFETY & INSURANCE BOARD CLEARANCE CERTIFICATE

The Contractor shall provide the Engineer with a copy of the Workplace Safety and Insurance Board Clearance Certificate indicating the Contractor's good standing with the Board:

- Immediately prior to the Owner authorizing the Contractor to commence any Work.
- In support of a Proper Invoice
- Prior to the issuance of the Certificate of Substantial Performance.
- Prior to the expiration of the Warranty Period.
- At any other time when requested by the Engineer.

11.10 SILTATION & EROSION CONTROL MEASURES

The Contractor shall install siltation and erosion control measures in accordance with OPSS.MUNI.805 as required and as directed by the Engineer, prior to the start of any Work. All siltation and erosion control measures shall be inspected and maintained for the duration of the Contract.

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12 Special Provisions

These Special Provisions are based on Ontario Provincial Standard Specifications. The Standard Specifications together with the following Special Provisions shall apply to this Contract. The Special Provisions shall take precedence over the Standard Specifications.

The Work under this Contract shall include all work within the Limits shown on the drawings and in addition shall include the work on private property where required such as the grading of boulevards. The Engineer shall obtain permission to enter such properties when required.

SP1 STATEMENT OF PROJECT REQUIREMENTS

SP1.1 Project Summary

The Contract shall be completed as a Design-Build project as defined in the Canadian Design-Build Institute Practice Manual. The design of the electrical system will be provided. Given the low complexity of the project, the relatively high level detail included in the Owner's Statement of Requirements, and the anticipated low cost of design, there will be no payment for proposals. The successful Design-Build Proponent ("Contractor") shall deliver a completed project whose building components are fully operational and fulfil all requirements of the Owner.

The Design-Build proposal shall, as a minimum, fulfil the Owner's requirements as indicated in the Owner's Statement of Requirements, appended plans, and following description of work.

The Contractor shall submit the following with their Tender:

1. Design Brief including, and not limited to, the following:
 - i. Statement of project understanding, outlining any foreseen risks or difficulties.
 - ii. Confirmation of contract completion date or proposal for alternate dates. Schedule will be considered during the bid evaluation., with preference given to the dates specified in the Tender Document.
 - iii. Graphics depicting the general appearance and dimensions of the dock and breakwater; ensuring appearance is visually appealing and generally adhering to the contract documents.
 - iv. Details on materials and construction, including proposed anchorage.
 - v. Design service life as well as foreseeable maintenance items.

2. Detailed references and descriptions for projects similar in scope and cost, completed in Ontario, as specified in Bidder's Ability & Experience.
3. An Agreement to Bond in accordance with the Bonding requirements specified in the Information For Tenderers.
4. A Bid Bond in the amount specified in the Information For Tenderers.
5. A Certificate of Insurance in accordance with the Insurance requirements specified in the Information For Tenderers.
6. A Certificate that the fabricator's shop is certified by the Canadian Welding Bureau according to W47.1 M89 for steel welding and W47.2 M89 for aluminum welding.
7. A Certificate of Clearance from the Workplace Safety and Insurance Board.
8. Statutory Declaration of Tenderer.

This information describes the Owner's minimum requirements. Where codes, regulations, by-laws, standards, engineered designs, or good building practices dictate that building components shall meet a standard that exceeds the Owner's minimum requirements, those codes, regulations, by-laws, standards, engineered designs, or good building practices shall govern.

All work shall conform to the most current release of the standards listed below. Where standards conflict, the most stringent shall govern design and construction.

- i. Ontario Building Code
- ii. National Building Code (NBC)
- iii. Town of Parry Sound
- iv. Workplace Health and Safety Regulations
- v. American Society for Testing and Materials (ASTM)
- vi. Canadian General Standards Board (CGSB)
- vii. Canadian Standards Association (CSA)
- viii. National Fire Protection Association (NFPA)
- ix. Underwriters Laboratories of Canada (ULC)
- x. Canadian Wood Council (CWC)
- xi. Canadian Welding Bureau (CWB)
- xii. Building Material Evaluation Commission (BMEC)
- xiii. Ontario Provincial Standard Specifications (OPSS)

xiv. All other applicable legislation, acts, codes, or guidelines of authorities having jurisdiction.

The Contractor shall be responsible for applying, obtaining, and paying for all permits, fees, approvals, notifications, and applications for the project other than the planning, site servicing, Navigable Waters Protection Act and Fisheries and Oceans Canada approvals secured by the Owner. A building permit under the OBC will be coordinated by the Owner, as applicable.

The Contractor shall be responsible for all design, engineering, review, approval, labour, material, equipment, construction, certification, and documentation required for the structures. The structures shall be designed for a service life of 30 years minimum. The design of the electrical system will be provided.

The appended Plans are for information purposes only and are the result of deliberations on the part of the Owner in determining their requirements.

SP1.2 Guarantee

All design, workmanship and materials, including anchorage connections are to be guaranteed for a period of two (2) years from the date of substantial performance.

SP1.3 Summary of Work

The work to be completed under this contract shall include the following:

- Remove existing dock "C", floating breakwater, and accompanying appurtenances (incl. anchorages).
- Design, supply, and install new dock "C", floating breakwater, and accompanying appurtenances (incl. anchorages).
- Electrical upgrades to service dock "C".
- Remove and replace access platform and gangway at dock "C".
- Provisional items related to floating breakwater access.
- All other work, miscellaneous items and incidentals, designated, shown or specified and necessary to complete the work and provide fully functional systems.

SP1.4 Existing Conditions

The Contractor shall verify all grades, lines, levels and dimensions as shown on the drawings and shall report any errors or inconsistencies to the Engineer before commencing work.

SP1.5 Protection

The Contractor will be responsible for protecting the work in each area, until work in that area has been completed and for protecting other surfaces during execution of work in accordance with the General Conditions.

SP1.6 Delivery and Storage

Materials shall be handled and stored on the job in such a manner that no damage shall be done to the material during handling, storage and installation. At the discretion of the Owner, an area of the site shall be allocated to the Contractor for the storage of all materials brought to the site. The storage area shall be kept tidy at all times and no other part of the property shall be used. The Contractor may be required at his own expense to relocate stored materials as often as required to facilitate the efficient prosecution of the work.

SP1.7 Housekeeping

The Contractor shall be responsible for maintaining the work in a neat, clean and workmanlike manner at all times and for regular clean-up of the work to the requirements of the Workplace Safety and Insurance Board and the satisfaction of the Owner.

SP1.8 Environmental Protection

The Contractor shall employ work methods to prevent the possibility of contamination of the surface water from the equipment or work activities.

SP1.9 Cleanup

The Contractor shall dispose of all rubbish and surplus materials and leave the site in a neat and presentable condition, equal to or better than pre-construction conditions, prior to Substantial Performance

SP1.10 Inspection

The Engineer will carry out periodic inspections of the work to verify compliance with the contract.

The Engineer will arrange formal inspections of the work prior to substantial performance and prior to the end of maintenance.

SP1.11 Reference, Specifications, and Standards

When references to the following capitalized abbreviations are made, they refer to Specifications, Standards, or Methods of the respective Association. Abbreviations listed herein but not mentioned in the specifications shall be disregarded.

The numbers and letters following the abbreviations denote the Association's serial designation for the Specifications or Standard to which reference is made. All references to these Specifications, Standards, or Methods shall, in each instance, be understood to refer to the latest adopted revision, including all amendments.

AISC	American Institute of Steel Construction
ASTM	American Society for Testing and Materials
ASME	American Society of Mechanical Engineers
AWPA	American Wood Preservers' Association
CGSB	Canadian Government Specifications Board
CSA	Canadian Standards Association
NLGA	National Lumber Grade Authority
NACE	NACE International
OBC	Ontario Building Code
OPSS	Ontario Provincial Standard Specification
WSIB	Workplace Safety and Insurance Board
ESA	Electrical Safety Authority

SP1.12 Fabrication and Installation Schedule

Within five (5) days following award of the Contract prepare and submit to the Engineer a progress schedule indicating the sequence of work proposed for completing the Work by the date stated in the Form of Tender.

SP1.13 Test Reports

When required by the Engineer, supply certified copies of mill tests of materials to be used in the fabrication of the Work, indicating that the materials comply with the Specifications.

Submit test reports to the Engineer within ten (10) days of request.

SP1.14 Welding Certificates

Prior to commencement of work provide the certificate that the fabricator's shop is certified by the Canadian Welding Bureau according to W47.1 M89 for steel welding and W47.2 M89 for aluminum welding.

SP1.15 Shop Drawings

Following the award of the Contract, the Contractor shall submit detailed drawings for the Engineer's approval prior to the start of fabrication for the following items:

- General layout of floating dock and breakwater systems.
- Typical section of floating main pier docks and finger docks.
- Typical section of breakwater;
- Cathodic protection system.
- Reinforced concrete approach slab.
- Gangways and their connection to the concrete shore structure and to the floating structure and any additional flotation required to maintain the dock floating horizontal under dead load.
- Floats, their position on the structure and method of attachment.
- Connections between floating main docks and between finger and main dock.
- Mooring cleats/posts and method of attachment.
- Service tray for electrical cables.
- Service pedestals and flush mounted dock lighting.
- Anchoring system and position on the layout.

All drawings shall be accurate and to scale, completely dimensional and shall indicate the relevant sizes of all structural members, types of material and other components so that a complete evaluation of the system can be made by the Engineer.

The shop drawings shall comply with the design load conditions (Section 5) and shall bear the seal of a Professional Engineer registered in Ontario and experienced in the type of work required by the contract.

SP1.16 As-Constructed Drawings

On completion of the work provide the Owner with a set of original "as constructed" drawings.

SP1.17 Measurement & Payment

There will be no measurement for payment. A payment of 50% will be made at project start and substantial completion, respectively under the item "General Work and Project Requirements".

Payment at the Contract Lump Sum price shall be full compensation for all labour, equipment, and material to do the work.

SP2 GENERAL WORK

SP2.1 Scope

The Contractor shall perform all the general work covered by the following Specifications.

SP2.2 Schedule of Work

Upon being awarded the Contract, the Contractor shall forthwith supply to the Engineer for their approval a copy of their detailed planned Schedule of Work, showing clearly that the Work will be completed within the stipulated time. No work shall commence on the Contract until the Engineer has approved the Schedule of Work.

The Schedule of Work shall indicate proposed progress in 1-week periods for at least the following work as applicable:

- detail design, prepare and submit shop drawings;
- approach slab;
- dock and breakwater manufacture and delivery;
- removals;
- dock and breakwater installation; and
- install/energize electrical system and lighting.

SP2.3 Performance Bond & Labour and Materials Payment Bond

The Contractor shall provide bonds in accordance with the Instructions to Bidders.

SP2.4 Insurance

The Contractor shall provide insurance in accordance with the Instructions to Bidders. Proof of this insurance must be provided to the Engineer, prior to commencing the Work.

SP2.5 Permits and Fees

The Contractor shall obtain all necessary permits and approvals required for this Contract and pay all respective fees. Permits furnished by the Contractor may consist of a road occupancy permits. Building permits and correspondence with environmental agencies will be completed by Owner.

SP2.6 Layout Work

The Contractor shall be responsible for the detailed layout of the work in accordance with the Contract Drawings.

The Engineer shall be notified 24 hours in advance of any layout work carried out and shall check same if they so desire. Checking of layout or failure to do so on the part of the Engineer in no way relieves the Contractor of full responsibility for construction to the proper location, alignment and grade.

SP2.7 Winter Work

No payment will be made for protection of the Work as required by these Specifications for Winter Conditions. The Contractor shall schedule their work to avoid placing concrete in Winter Conditions and to avoid freezing of granular material during the operations employing these materials.

SP2.8 Materials Supplied by the Contractor

The Contractor shall base their Tender on the materials specified as to quality and price. The Contractor may, however, after acceptance of their Tender, request permission to substitute alternative material where "other approved" is allowed in the specification. Should the Engineer not approve such alternative material, the Contractor shall have no claim whatsoever against the Owner.

All material supplied by the Contractor shall be new, in no case remanufactured or factory reconditioned and in no case recycled from the site unless specifically approved and tested by the Engineer.

SP2.9 Temporary Water & Power

The Contractor shall make arrangements for the supply of temporary water and power, as required.

SP2.10 Existing Utilities, Watermains & Sewers

The Contractor's attention is drawn to the presence of underground and overhead utilities, sewers and water main in the area of the Contract.

The Contractor shall be responsible for obtaining information in regard to the exact location of buried utilities, sewers and water mains including existing service connections. This shall include excavation of inspection holes if necessary.

The Contractor must exercise necessary care in construction operations to safeguard utilities, water mains and sewers from damage. The Contractor will be liable for all damage to same occurring within or outside the Contract Limits caused by their operations.

The Contractor is hereby warned that the existing telephone and electrical cables will remain in their existing locations. Excavation in the vicinity of gas mains and telephone cable may require lighter machines and in some case handwork.

If a permanent relocation or replacement of an existing utility or existing sewer becomes necessary, at the discretion of the Engineer, during the Work the Contractor shall co-operate with the Owner's forces or the Utility Company to allow them the opportunity to make the necessary alterations to their plant.

The Contractor shall be required to provide for maintenance of traffic around work performed by others by means of signs, lights, barricades and flagmen as required.

In the event that all necessary permanent relocations of utilities have not been completed prior to the time when the Contractor commences the Work, the Contractor will be required to co-operate with the Utility Companies and work around the utilities so that the existing services are protected until such time as such relocations are completed. No claims for extra payment or for additional Working Days will be allowed for this requirement.

It shall be the Contractor's responsibility to contact all Utility Companies regarding their scheduling of work.

SP2.11 Disposal of Materials

Asphalt, concrete, trees, leaves, brush, stumps, peat, and any hazardous items (except contaminated earth) shall be disposed of off site at the Contractor's own expense in an environmentally safe manner.

The Contractor shall dispose of all waste surplus materials in the areas approved by the Engineer. The Contractor shall be responsible for all work and costs involved in disposing waste or excess material including trucking, access roads and levelling. All work shall be in accordance with OPSS.MUNI 180.

SP2.12 Fencing

Snow fence shall be erected in areas where there exists, in the opinion of the Engineer, a danger to pedestrian or vehicular traffic. No separate payment will be made for fencing but shall be part of the General Work of the Contract.

SP2.13 Road Occupancy Permits

Prior to any work being undertaken, the Contractor shall obtain and pay for road occupancy permits from the appropriate municipality of regional authority. The permits obtained shall be taken out in the name of the Contractor.

SP2.14 Navigation Protection

Temporary works shall be marked with yellow cautionary buoys complete with reflective materials on each end of the work and at intervals not exceeding 30 metres.

SP2.15 As-Built Drawings

The Contractor shall provide as-built drawings and information through the course of the work ready for review by the Engineer at any time. The drawings and information shall be reviewed with every progress claim.

- A clean set of “approved for construction” with red line revisions showing the as-built information;
- Drawings shall be signed by the author;
- Drawings may be accompanied by digital record;
- Swing ties shall be at least two measurements from other surface elements of the work and the time being located. Service swing ties shall be related to the front lot corners of the subject land;
- ESA inspection certificate for all wiring not owned by primary hydro authority.

SP2.16 Measurement & Payment

There will be no measurement for payment. A payment of 50% will be made at project start and substantial completion, respectively under the item “General Work and Project Requirements”.

Payment at the Contract Lump Sum price shall be full compensation for all labour, equipment, and material to do the work.

SP3 MOBILIZATION/DEMobilIZATION

The scope of work shall include:

- Preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the site; for the establishment of all facilities necessary for work on the project; and for all other work and operations which must be performed, or costs incurred prior to beginning work, on the various items on the project site.

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

There will be no measurement for payment. A payment of 50% will be made for mobilization and 50% for demobilization at project start and substantial completion, respectively.

Payment at the Contract Lump Sum price shall be full compensation for all labour, equipment, and material to do the work.

SP4 REMOVAL OF EXISTING DOCK "C" AND BREAKWATER

The scope of work shall include:

- Removal and legal off-site disposal of the existing floating dock "C", floating breakwater, and all associated appurtenances including but not necessarily limited to hardware, chains, lighting, water supply piping, conduits, and wiring.
- Management and disposal off-site of all materials to an approved waste disposal site in accordance with OPSS 180.
- Protection and temporary support of all utilities, including above and underground structures, during construction in accordance with OPSS 410 and 491.
- Salvage and stockpile all existing marine utility service pedestals for future use by the Town.
- Removal of all water supply piping, fittings, and fixtures located within the floating dock. Disconnect at shore and make ready for installation of new water supply system by a licenced plumber.
- Removal of all electrical wiring, panels, conduits, and fixtures within the floating dock. Disconnect at shore and make ready for installation of new system by a licenced electrician in accordance with electrical drawings and specifications.
- Removal of all electrical wiring, panels, conduits, and fixtures on the floating breakwater. Disconnect at shore (end of concrete walkway), cut and cap as required.
- Existing concrete anchors shall remain in place and not be disturbed unless they interfere with the installation of the new systems.

The Contractor shall provide the Engineer with a schedule and proposed method for removal the dock and breakwater. Existing breakwater shall remain in place to protect marina until new breakwater is on-site and ready for installation. The Contractor shall minimize the time between removals, monitor weather, and provide additional protection if necessary.

All in water work shall be completed in accordance with OPSS 182, the Occupational Health and Safety Act, and DFO/MNRF regulations.

There will be no measurement for payment.

Payment at the Contract Lump Sum price shall be full compensation for all labour, equipment, disposal fees, and material to do the work.

SP5 GENERAL FLOATING DOCK AND BREAKWATER REQUIREMENTS

SP5.1 Contract Drawings

The contract drawings OP-1, S-1, S-2, E1, E2, and E3 are general in nature and depict the basic floating dock and breakwater orientations, layouts, and dimensioning.

The dock system shall be based on a steel pipe floating dock system, accommodate the specified design loads, meet the required dimensions, be fabricated with a steel structure frame and meet the life cycle specified with a proven history of use. The width of the finger docks shall not be less than 0.91 m (3 ft) and the small vessel docks not less than 2.44 m (8 ft). The width of the large vessel dock shall not be less than 7.3 m (24 ft).

The breakwater system is anticipated as a steel pipe floating box type wave attenuator and shall accommodate the specified design loads, be fabricated with a steel frame and, meet the life cycle specified with a proven history of use. The floating breakwater shall be capable of being finished with a full width wood deck (provisional item) should it be included during Contract Execution. Alternate breakwater systems that meet all Contract requirements will be considered during the review of submissions. The width of the breakwater is anticipated to be a minimum of 4.6 metres (14 ft), bidders shall provide expected dimensions in design brief accompanying bid submission.

The Contract drawings are not intended to be used for fabrication. The successful Contractor is to submit all necessary layout and shop drawings for the approval by the Engineer.

SP5.2 General Floating Dock and Breakwater Requirements

Flotation shall be made with air filled steel pipe flotation made to ASTM-139B steel pipe specifications.

Dock system to be modular and units shall be interchangeable with other like units. Modular components to be delivered finished. Modules shall be easily assembled and disassembled.

Structures should be factory assembled in the largest possible shippable units. Modular structures must be designed for quick assembly or disassembly, with a minimum of bolts and connections.

Structures furnished must be a product of an existing manufacturer of floating structures similar in function to the structure specified.

Access ramps are to be vertically hinged at the shoreline abutments allowing for vertical movement and shall include a guide at floating units to maintain horizontal alignment. Steel wear plates shall be used to prevent damage to wood decking.

It is the intent of the contract that floating structures be designed and constructed to allow them to remain in the water during the winter months. This requires they resist static ice pressure.

A service tray or trays to accommodate water pipes and electrical cables to power pedestals shall be incorporated into the main dock units. Services trays are not required at floating breakwater as water will not be provided and lighting shall consist of independent solar powered components.

Provide flip-up mooring cleats and tee bollards for the dock shall be provided as indicated on the drawings. Mooring cleats on breakwater are required should the provisional wooden deck be included in the executed contract.

A hinged frame shall be provided to fix the first section of the dock in line horizontally and offshore a sufficient distance so that the floats do not touch bottom at low water levels.

SP5.3 Aluminum Gangways

Gangway frame shall be made of aluminum alloy Series 6000 Warren truss or equal design. Top of truss to serve as a handrail at height 1,067 mm (42 inches) above gangway deck surface. All welding shall be done using MIG or TIG process. All welding operations shall be performed by experienced and qualified welding technicians following proven weld procedures. All welds shall conform to CSA W59.2.

Gangway surface shall be non-skid polymer decking or alternate approved by the Engineer. All boards shall be fastened with screws driven to set the heads flush with the deck surface. All screws and hardware shall be hot dip galvanized.

Gangways shall be vertically hinged at the shoreline abutment allowing for vertical dock movement. Gangway shall be centered on the main dock section with rollers, wear plates, and guide.

Provide full width 6 mm (1/4 inch) thick four-way diamond pattern hinged aluminum cover plate at the shore end of the ramp as well as secured to deck of floating units, for full travel of rollers. Alternate covers may be submitted for approval by Engineer.

Fabricator shall install gangway on the main spine fastened to the face of the approach slab at the surface level.

Gangway for access to floating breakwater deck (provisional) shall be mounted to the face of the existing concrete walkway. The existing concrete walkway includes a 150mm (6') curb that shall be removed to provide a clear path of travel.

Ramp length to be as required to span from existing shoreline to the custom length dock module, floating in water at the design low water level.

SP5.4 Concrete Shoreline Approach Slab (Dock)

Concrete approach to consist of cantilevered. Structural slab supported on concrete foundations as noted on the Contract drawings. Existing concrete slab to be removed with edges sawcut straight and a 12 mm asphalt impregnated expansion joint separating new concrete from existing.

Contractor to provide concrete mix design 10 days prior to placement of concrete for review and acceptance by Engineer. Preparation of the sub-grade and granular base to be reviewed by the Engineer prior to placement of overlaying material. Layout the approach slab and provide Engineer a minimum of two days notice for review.

SP5.5 Anchorage

The anchorage systems shall be designed according to the site constraints and utilization of the system to:

- (a) Withstand the effect of the design wind velocity, wave, static ice and impact loading.
- (b) capable of operating effectively at extreme high and low water levels.
- (c) Reasonably prevent the possibility of boats coming in contact with anchors, chains or any other part of the anchorage system. If end anchors are required, they shall be marked with floats to warn vessels of the obstructions.

The anchoring system shall be comprised of a chain clevis, and hook embedded in the concrete block. All steel materials shall be hot dipped galvanized. Chains shall be adjustable within the anticipated low and high water elevations.

The quantity/size of anchors, the lengths and diameter of the chains shall be sized in order to resist the loads specified in the tender document, considering the marina at full occupancy and water level variations stipulated.

The hook of the anchor block shall be a minimum of 25 mm (1 inch) diameter and be hot dipped galvanized steel. The anchor block shall be made of minimum 25 MPa concrete shall be reinforced and shall be designed to prevent overturning.

The anchoring system shall be designed with a minimum safety factor of 1.5.

The quantity of and position of the anchors as well as the length of the anchoring chains shall be designed so that the wind loads applied to the dock are uniformly distributed on all anchoring points.

Under maximum load and considering the design low water level, the anchoring system shall limit the movement of the dock system in any direction to 0.5 m or less. Lateral movement of the floating breakwater

Under lateral load the floating sections shall stay aligned.

Connect chain to the dock in such a manner that either the chain cannot touch flotation units or suitable wear plates are provided. Provide additional chain and suitable chain slots near the deck surface to allow for easy adjustment of the chains.

SP5.6 Connections

All joints must be capable of transmitting all loads and forces imposed upon the structures.

Connections shall be designed to permit removal and replacement of connectors, without the necessity of removing other components for access. Connectors to be of materials that are easily available and to be positively contained so as to prevent their working loose under normal conditions.

Hinge connections on dock units shall include rubberised bushings and have acceptable levels of noise during movement (i.e. no squeaking).

Robust silent connections (rubber tire or approved equivalent) shall be provided at all non-rigid breakwater unit connections.

SP5.7 Mooring Cleats and Bollards

The cleats, bolts, and the structure shall be designed to resist a minimum load of 2.0 kN (450 lbs) from any direction. Cleats to be fastened to the structural frame.

Mooring cleats shall be aluminium, fold down flat style.

Mooring bollards, bolts, and structure on the east side of main dock spine shall be designed to resist a minimum load of 22 kN (5000 lbs).

Mooring bollards shall be fixed tee head bollards or approved equivalent.

SP5.8 Service Trays

Service trays shall be sized to accommodate water supply piping and electrical cables.

All edges shall be rounded or bevelled. All coping and mitering shall be completed with care.

SP5.9 Water Supply

Water piping shall be 38mm (1-1/2") Ø CSA Series 160PE watermain. Pipes shall be joined by thermal butt fusion or thermal socket fusion process. Include flexible connections to the municipal system at shore.

Fittings and valves shall be warranted no lead, brass or bronze construction with compression joints. Valves shall be ball type. The use of thermal socket fusion fittings is acceptable.

Water supply system shall have sufficient break away couplers and drains to provide winterization of the system. Shut-off valves shall be provided as follows:

- One at every service pedestal.
- One at the shore connection (break wall).
- Three at every tee in the main spine.
- Four at every cross in the main spine.

The water systems shall be tested, flushed, and disinfected in accordance with OPSS 441 and be carried out under the supervision of a licenced plumber experienced in marine facilities.

SP5.10 Lighting, Power, and Water Pedestals

Lighting, power and water pedestals for floating dock shall be "Lighthouse" model as supplied by EATON and include the following:

- Lights shall be LED with photocell.
- 30A and 50A receptables as depicted on the Contract Drawings.
- Transient Voltage Surge Suppressor (TVSS).
- Two brass 1/4 turn ball valves with 3/4" hose bibs and stainless steel handles.

All work shall be completed by licenced trades and in accordance with governing codes.

Lighting for breakwater shall consist of solar powered markers and deck lights (provisional) as indicated on the Contract Drawings.

Breakwater markers shall be in accordance with the following:

- Colour as indicated on Contract Drawings with synchronized flashing.
- A self-contained lantern with a minimum range of 2NM.
- Mounted on stainless steel poles fastened to breakwater.

Should full width decking (provisional) be included as part of the Contract Execution, solar powered, flush mount deck lights shall be provided in accordance with the Contract Drawings.

SP5.11 Cathodic Protection System (Provisional)

Cathodic protection for steel dock structures shall consist of magnesium anodes or approved alternate and be designed by a Professional Engineer or Cathodic Protection Specialist certified by NACE with proven experience in cathodic protection of marine structures.

SP5.12 Detailed Design Report

Upon execution of the Contract with the successful bidder, the Contractor shall provide within 10 working days a detailed design report. The report shall include, however, is not limited to the following:

- Description of local data and confirmation of the design wave/wake conditions including a description of hindcast numerical model used and wave climate analysis results;
- Summary of design conditions for floating dock and breakwater;
- Documentation and/or calculations, to the satisfaction of the Consulting Engineer, supporting the wave attenuation of the breakwater. Wave attenuation shall meet or exceed the criteria outlined in SP6.7.
- At the discretion of the Consulting Engineer, the Contractor may be required to submit calculations sealed by a Professional Engineer licenced in the Province of Ontario for the structural components of the floating dock and breakwater.

SP6 DESIGN REQUIREMENTS

SP6.1 Physical and Environmental Data

Elevations:

Top of break wall:	177.90 m
Design normal summer water level:	176.58 m
Design normal winter water level:	176.28 m
Historic high-water level:	177.50 m
Historic low water level:	175.70 m

Wind force on a 50 year return period basis: 0.39 kN/m² (8.1 lbs/sq.ft).

SP6.2 Dead Load

The weight of all framing, decking, floats, anchoring chains, connectors, anchor chain sockets, dock connectors, and permanently attached equipment shall be included as the dead loads.

Freeboard under dead load shall be indicated on the Manufacturer's drawings. The nominal freeboard under dead load shall be 610 mm (24 inches).

Under dead load, including that imposed by the ramp, the floating dock system's main walkway shall not tilt (list or pitch) more than 25 mm (1 inch) on the overall length or width of each modular unit, and this for the duration of the warranty period.

The difference in elevation between the inboard ends of the finger docks and the main walkway shall be less than 25 mm (1 inch).

Connections must be designed so that horizontal loads do not cause caving at the joints of the dock units.

SP6.3 Vertical Loads

The structural live load for the ramps, decking, and structural members shall be a uniform load of 2.4 kN/m² (50 lb./sq.ft.) or a concentrated load of 1.8 kN (405 lb.) anywhere with a maximum deflection of 1/180 of the span.

Should the full width wooden decking be included on the floating breakwater as part of the Contract Execution, the structural live load for the ramps, decking, and structural members shall be a uniform load of 4.8 kN/m² (100 lb./sq.ft.).

SP6.4 Floatation (Buoyancy) Loads

Dock units to remain floating with a minimum freeboard of 250mm (10") under a uniform live load of 1.47 kN/m² (30 lbs/sq.ft).

Should the full width wooden decking be included on the floating breakwater as part of the Contract Execution, a minimum freeboard of 250mm (10") shall be provided under a uniform live load of 3.0 kN/m² (62 lbs/sq.ft).

In addition, if a uniform live load of 1.0 kN/m² (21 lbs/sq.ft) is applied to the half width of the decking, it shall not result in a list in excess of 7 degrees, nor shall freeboard decrease more than 100 mm when a concentrated load of 1.0 kN (225 lbs) is applied 300 mm (12") from the end of the finger dock when connected to the main walkway.

Where a ramp rests on the floating structure, provide additional flotation as required under the main spine so that the structure remains level under dead load and there is no excessive

deflection under live load. Extra flotation provided shall, under dead load, be submerged to the same ratio and level as flotation units used for the balance of the dock system.

SP6.5 Torsion

The structural frame of a finger dock must resist torsion forces in the form of rocking or twisting. The freeboard on one side of a finger dock shall not vary more than 75 mm (3 inches) when a concentrated load of 1.0 kN (225 lbs) is applied on the other side of the finger dock.

SP6.6 Horizontal Loads

Wind:

Uniform load from any direction of 0.39 kN/m² (8.1 lbs/sq.ft) on all projected surfaces, assuming 100% boat occupancy. Average profile height of boats to be 150% of that recommended by Manual 50, ASCE Journal of the Waterways and Harbors Division, Figure 4-9, page 106, dated 1969. To surfaces shielded from a direct wind, a factor of 0.5 is to be applied to the second row and a factor of 0.3 to any subsequent rows. These factors shall be applied to each shielded surface. Boats moored shall be assumed to be the length of the finger piers. Where boats are moored in locations without finger piers, the minimum assumed vessel length shall be 15.2 metres (50 feet). The wind loads may be assumed to be carried 100% by the finger pier where applicable.

Waves:

The floating breakwater system shall be designed to withstand the loads generated by climatic wave conditions induced by wind. The anticipated wave heights and periods are as follows:

EVENT RETURN PERIOD	WAVE HEIGHT	WAVE PERIOD
1 in 2 years	0.3m	1.9s
1 in 25 years	0.6m	2.4s
1 in 100 years	1.1m	2.9s

The Contractor shall provide verification of the wave induced forces through hindcast numerical modeling.

Loading on docks may be in accordance with the wave attenuation specifications outlined in SP6.7.

Wake:

The floating breakwater system shall be designed to withstand the loads generated by a passing design vessel with the following characteristics.

Vessel Length: 12 metres (40 feet)

Vessel Draught: 1.1 metres (3 feet 8 inches)

Vessel Speed: 5.1 m/s (12 mph)

The anticipated wave heights and periods are as follows:

WAVE HEIGHT	WAVE PERIOD
0.5m	2.67

The design Engineer shall make considerations for the likelihood for the vessel wake occurring simultaneously with the wave induced forces specified. Vessel traffic during a 1 in 100 year wind event is not anticipated.

Static Ice Pressures:

The structure and the floats shall resist normal minimum static ice forces of 2,075 kN/m² without tearing, cracking and/or piercing during winter.

Impact:

(a) Finger docks shall be designed for impact by being able to withstand an impact force of 1.0 kN/m (69 lbs/ft) of finger uniformly applied over the whole length of the finger.

(b) The dock and breakwater systems shall be designed to withstand undamaged the impact of the largest boat normally using that slip, (equal to the length of the finger pier) striking the end of the finger dock at a maximum angle of 10 degrees to the center line of that finger dock at a velocity of 0.9 m/s (3 fps). Where boats are depicted as moored in locations without finger piers, the minimum assumed vessel length shall be 15.2 metres (50 feet). For purposes of calculation, the weight of the largest boats normally using the slips shall be considered to be as follows:

Boat Length	Weight
6 m (20 ft.)	3 tonnes
9 m (30 ft.)	9 tonnes
15 m (50ft)	15 tonnes

Gangway Guards:

Top of truss of aluminum gangways, serving as a handrail, to be designed to withstand a horizontal load of 0.75 kN/m (52 lb./ft.) or a concentrated load of 1.0 kN (225 lbs) in either direction, whichever governs.

SP6.7 Wave Attenuation

The floating breakwater systems shall be designed to attenuate waves, such that, the maximum wave height at the sheltered floating docks do not exceed the following:

EVENT RETURN PERIOD	WAVE HEIGHT (BOATING SEASON)	WAVE HEIGHT (REMAINING YEAR)
1 in 2 years	0.15m (6")	N/A
1 in 25 years	0.3m (12")	0.45m (18")
1 in 100 years	0.45m (18")	0.6m (24")

The floating dock shall be designed to withstand the specified attenuated waves on a continual basis.

SP7 FABRICATION AND INSTALLATION

SP7.1 Steel Pipe Floating Units

Steel pipe flotation units made to ASTM A-139B Steel Pipe specifications. They shall have a minimum wall thickness of 6.4 mm (1/4 inches) and be coated with a corrosion inhibiting coating, unless approved otherwise.

Steel pipe flotation units made with the Engineer’s approval to a different ASTM specification shall have a minimum wall thickness to meet static ice pressure requirements based on the minimum permitted wall thickness acceptable under the ASTM specification (i.e. normal wall thickness less permitted deviation).

Close off flotation units with fully welded min. 6.4 mm (1/4 inch) end plates. Completed units to be air-tight. Air test completed flotation units with 346 kN/m² (50 psi) pressure for a period of 1 (one) hour without loss of any pressure. During test verify no leakage by applying soapy water to all welded joints to satisfaction of engineer.

Fasten flotation units positively to the structural frame.

SP7.2 Structural Frame

All flotation units to have a structural steel frame to which flotation, docking, mooring cleats/posts, connectors and anchorage will be attached.

Structural Steel Frame:

- All structural steel to have a minimum thickness of 6.4 mm (1/4 inch) and conform to CSA G40.21M, to be grade 300W for rolled sections and 350W for HSS sections.
- All steel to be coated with a corrosion inhibiting coating.
- All welding to be done in conformance with CSA W59 performed by welders certified by the Canadian Welding Bureau. All welds to be full length welds for the length of contact area completed. Welds to be wire brushed and be free of slag.
- Any field assembly or attachment of main units shall be done with bolts, nuts and lock washers. Bolted steel connections shall be in accordance with CISC specifications, using ASTM A325 or ASTM A490 bolts. All bolts, nuts and washers to be hot dip galvanized for connection of steel members.
- Connections between the sections of the floating units shall be bolted together and each section must be capable of being disassembled individually. The main spine of the dock shall be connected by means of semi-flexible joints. The finger piers shall be connected to the main spine with a rigid connection.

SP7.3 Mooring Cleats and Bollards

All slips to be provided with three (3) mooring cleats on the finger dock. Supply sample of post or cleat and obtain Engineer's approval for same and for mooring post/cleat locations.

Mooring cleats to be 250 mm (10 inch) cast aluminum cleats made of Alcan Alloy #135. The cleats to be bolted to the structural frame by means of two stainless steel "ALRA" bolts of 16 mm (5/8 inches) diameter.

Mooring bollards on east edge of floating dock be fixed, "Tee" type or equivalent.

SP7.4 Decking

Decking to be pressure treated wood, SPF No. 2 or better, pressure treated with CCA-Type C preservative with average retention of 6.5 kg/m³ (0.4 lbs/cu.ft.) conforming to CSA 086.

Connect stringers to steel frame with hot dip galvanized bolts. All bolt heads in stringers and sideboards shall be carriage head. Secure deck boards to stringers with two (2) No. 8 stainless steel screws per support.

Lay deck panels with a gap not exceeding 5 mm (3/16 inch). Ensure the maximum gap in the deck between dock sections does not exceed 19 mm (3/4 inch) unless a plate is provided to cover the gap.

SP7.5 Fendering

All locations which allow for vessel mooring shall have a continuous fender made out of wood extending sufficiently to prevent boats contacting the structural frame.

SP7.6 Metal Finishing

All hardware, dock chain plates, struts, connectors, ramp connectors and other ferrous material used in combination with aluminum frames shall be hot dipped galvanized in accordance with CSA G164-18. All such accessories will be connected to the structures by means of stainless steel bolts.

SP7.7 Steel Frames and Floatation Units

All steel pipe flotation units and structural steel framing, including mooring posts shall, on completion of fabrication, be epoxy painted.

Prior to coating, sand blast entire unit to CGSB 31, GR-404a, method 3 (commercial blast) with all rough welds ground down and all weld splatter removed. Immediately following completion of blasting apply 2 coats of 7 mills each of high performance epoxy coating, or approved equivalent, in strict accordance with the Manufacturer's recommendations.

SP7.8 Workmanship

All exposed metal members are to be rounded or beveled. All coping and mitering is to be done with care. Projecting materials and burrs which would prevent bearing of the various members on each other are to be removed.

All bolts, nuts and washers to be set square with connecting structural members and the nuts to be drawn up tight. Lock washers or other devices or techniques to be used to prevent nuts from loosening after being properly tightened.

Screws to be driven to set the heads flush with the wood surface. Lumber to be counter-bored wherever projecting bolt heads or nuts may damage boats or provide a hazard to users. Counter-boring to be sufficiently deep to permit installation of the bolts and nuts with washers well below the surface of the wood.

The ramps and floating units shall be built square, true, straight and accurate to the required sizes with all joints closely fitted and properly secured.

SP8 PAYMENT OF FLOATING DOCK, BREAKWATER, AND APPURTENANCES**SP8.1 Measurement for Payment**

Measurement for payment shall be by plan quantity. Provisional items shall only be completed if directed by the Consulting Engineer. There will be no measurement for lump sum items.

SP8.2 Basis of Payment

Payment at the bid price in the schedule of unit prices shall be full compensation for all labour, equipment and material necessary to complete the work. The contractor shall allow in the tender prices for all general work and for any work not specifically shown however required to ensure a fully functional system.

SP9 CONCRETE WALKWAY UNDERMINING REPAIR (PROVISIONAL)

The scope of work shall include the following:

- Repair undermining at end of concrete walkway over rubble mound breakwater prior to mounting aluminum gangway proposed to access the floating breakwater deck.
- Provide non-shrink fill (lean concrete) having a minimum capacity of 0.4 MPa in the voids between the concrete slab and underlying aggregate. Alternatively, the undermined areas may be formed and poured with the same concrete used for the construction of the floating dock approach slab.
- The anticipated volume of fill required is approximately 2 cubic metres.

There will be no measurement for payment.

Payment at the Contract Lump Sum price shall be full compensation for all labour, equipment, and material to do the work.

SP10 ELECTRICAL SUPPLY AND DISTRIBUTION SYSTEM

The scope of work shall be in accordance with the details and specifications provided on the electrical drawings by Dawson's Incorporated. Re-routing of Dock A West Feeder shall be a provisional item.

Payment at the Contract Lump Sum price shall be full compensation for all labour, equipment, and material to do the work.

**Appendix A:
Ontario Provincial Standards
General Conditions of Contract
(Nov 2019)**



OPSS MUNI GENERAL CONDITIONS OF CONTRACT

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SECTION GC 1.0 - INTERPRETATION

GC 1.01 Captions

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

GC 1.02 Abbreviations

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

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

GC 1.03 Gender and Singular References

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

GC 1.04

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Day means a calendar day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Monument means either a Property Monument or a Control Monument.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Provisions mean directions containing requirements specific to the Work.

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

Statutory Holdback means the holdbacks required under the Construction Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

Working Day means any Day,

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

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

GC 1.05 Ontario Traffic Manual

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

GC 1.06 Final Acceptance

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

GC 1.07 Interpretation of Certain Words

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

SECTION GC 2.0 - CONTRACT DOCUMENTS

GC 2.01 Reliance on Contract Documents

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

GC 2.02 Order of Precedence

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

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

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

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

SECTION GC 3.0 - ADMINISTRATION OF THE CONTRACT

GC 3.01 Contract Administrator's Authority

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

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

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

GC 3.02 Working Drawings

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

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

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

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

GC 3.04 Emergency Situations

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

GC 3.05 Layout Information

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

GC 3.06 Extension of Contract Time

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

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

GC 3.07 Delays

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

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

GC 3.08 Assignment of Contract

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

GC 3.09 Subcontracting by the Contractor

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

GC 3.10 Changes

GC 3.10.01 Changes in the Work

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

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

GC 3.10.02 Extra Work

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

GC 3.10.03 Additional Work

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

GC 3.11 Notices

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

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

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

GC 3.13 Claims, Negotiations, Mediation

GC 3.13.01 Continuance of the Work

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

GC 3.13.02 Record Keeping

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

GC 3.13.03 Claims Procedure

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

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

GC 3.13.04 Negotiations

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

GC 3.13.05 Mediation

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

GC 3.13.06 Payment

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

GC 3.13.07 Rights of Both Parties

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

GC 3.14 Arbitration

GC 3.14.01 Conditions of Arbitration

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

GC 3.14.02 Arbitration Procedure

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

GC 3.14.03 Appointment of Arbitrator

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

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

GC 3.14.04 Costs

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

GC 3.14.05 The Decision

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

GC 3.15 Archaeological Finds

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

SECTION GC 4.0 - OWNER'S RESPONSIBILITIES AND RIGHTS

GC 4.01 Working Area

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

GC 4.02 Approvals and Permits

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

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

GC 4.03 Management and Disposition of Materials

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

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

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

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

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

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

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

GC 4.04 Construction Affecting Railway Property

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

GC 4.05 Default by the Contractor

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

GC 4.06 Contractor's Right to Correct a Default

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

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

GC 4.07 Owner's Right to Correct Default

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

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

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

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

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

GC 4.09 Final Payment to Contractor

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

GC 4.10 Termination of the Contract

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

GC 4.11 Continuation of Contractor's Obligations

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

GC 4.12 Use of Performance Bond

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

GC 4.13 Payment Adjustment

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

SECTION GC 5.0 - MATERIAL

GC 5.01 Supply of Material

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

GC 5.02 Quality of Material

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

GC 5.03 Rejected Material

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

GC 5.04 Substitutions

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

GC 5.05 Owner Supplied Material

GC 5.05.01 Ordering of Excess Material

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

GC 5.05.02 Care of Material

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

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

SECTION GC 6.0 - INSURANCE, PROTECTION AND DAMAGE

GC 6.01 Protection of Work, Persons and Property

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

GC 6.02 Indemnification

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

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

GC 6.03 Contractor's Insurance

GC 6.03.01 General

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

GC 6.03.02 Commercial General Liability Insurance

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

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

GC 6.03.03 Automobile Liability Insurance

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

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

GC 6.03.04 Aircraft and Watercraft Liability Insurance

GC 6.03.04.01 Aircraft Liability Insurance

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

GC 6.03.04.02 Watercraft Liability Insurance

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

GC 6.03.05 Property and Boiler Insurance

GC 6.03.05.01 Property Insurance

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

GC 6.03.05.02 Boiler Insurance

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

GC 6.03.05.03 Use and Occupancy of the Work Prior to Completion

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

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

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

GC 6.03.05.04 Payment for Loss or Damage

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

GC 6.03.06 Contractor's Equipment Insurance

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

GC 6.03.07 Insurance Requirements and Duration

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

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

GC 6.04 Bonding

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

GC 6.05 Workplace Safety and Insurance Board

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

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

GC 7.01 General

GC 7.01.01 Site Visit

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

GC 7.01.02 Commencement of Work

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

GC 7.01.03 Control and Responsibility

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

GC 7.01.04 Compliance with the Occupational Health and Safety Act

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

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

GC 7.01.05 Contractor's Representatives

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

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

GC 7.01.06 Assistance to the Contract Administrator

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

GC 7.01.07 Schedule

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

GC 7.01.08 Errors and Inconsistencies Relating to the Contract

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

GC 7.01.09 Utilities

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

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

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

GC 7.02 Monuments and Layout

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

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

GC 7.03 Working Area

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

GC 7.04 Damage by Vehicles or Other Equipment

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

GC 7.05 Excess Loading of Motor Vehicles

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

GC 7.06 Maintaining Roads and Detours

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

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

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

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

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

c) access for emergency response services;

to properties adjoining the Working Area.

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

GC 7.08 Approvals and Permits

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

GC 7.09 Suspension of Work

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

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

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

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

GC 7.11 Notices by the Contractor

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

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

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

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

GC 7.13 Obstructions

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

GC 7.14 Limitations of Operations

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

GC 7.15 Cleaning Up Before Acceptance

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

GC 7.16 Warranty

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

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

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

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

GC 7.17 Contractor's Workers

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

GC 7.18 Drainage

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

SECTION GC 8.0 - MEASUREMENT AND PAYMENT

GC 8.01 Measurement

GC 8.01.01 Quantities

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

GC 8.01.02 Variations in Tender Quantities

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

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

GC 8.02 Payment

GC 8.02.01 Non-Resident Contractor

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

GC 8.02.02 Price for Work

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

GC 8.02.03 Advance Payments for Material

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

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

GC 8.02.04 Certification and Payment

GC 8.02.04.01 Progress Payment

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

GC 8.02.04.02 Certification of Subcontract Completion

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

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

GC 8.02.04.03 Subcontract Statutory Holdback Release Certificate and Payment

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

GC 8.02.04.04 Substantial Performance of Work

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

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

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

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

GC 8.02.04.06 Certification of Completion

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

GC 8.02.04.07 Completion Payment and Completion Statutory Holdback Release Payment Certificates

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

GC 8.02.04.08 Interest

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

GC 8.02.04.09 Interest for Late Payment

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

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

GC 8.02.04.10 Interest for Negotiations and Claims

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

GC 8.02.04.11 Owner's Set-Off

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

GC 8.02.04.12 Delay in Payment

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

GC 8.02.05 Payment on a Time and Material Basis

GC 8.02.05.01 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

GC 8.02.05.02 Daily Work Records

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

GC 8.02.05.03 Payment for Work

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

GC 8.02.05.04 Payment for Labour

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

GC 8.02.05.05 Payment for Material

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

GC 8.02.05.06 Payment for Equipment

GC 8.02.05.06.01 Working Time

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

GC 8.02.05.06.02 Standby Time

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

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

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

GC 8.02.05.07 Payment for Hand Tools

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

GC 8.02.05.08 Payment for Work by Subcontractors

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

GC 8.02.05.09 Submission of Invoices

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

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

GC 8.02.05.10 Payment Other Than on a Time and Material Basis

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

GC 8.02.05.11 Payment Inclusions

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

GC 8.02.06 Final Acceptance Certificate

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

GC 8.02.07 Records

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

GC 8.02.08 Taxes

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

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

GC 8.02.09 Liquidated Damages

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