



GROSS ROAD CULVERT REPLACEMENT

Rosseau, ON

Tender Document

T-2025-38

Tender Closing

July 31, 2025
2:00 PM

Tender Questions

July 24, 2025
2:00 PM

LATE TENDERS WILL NOT BE ACCEPTED

File:

225020

Date:

**July
8, 2025**

Prepared by:

Tatham Engineering Limited
8 Barron Drive
Bracebridge, Ontario P1L 0H3
T 705-645-7756
E tenders@tathameng.com
tathameng.com

Prepared for:

The Township of Muskoka Lakes
P.O. Box 129, 1 Bailey Street
Port Carling, Ontario P0B 1J0

Tender Contents

- 1 Instructions to Bidders
- 2 Tender Form
- 3 Schedule of Items & Prices
- 4 List of Subcontractors & Suppliers
- 5 Bidder's Ability & Experience
- 6 Agreement
- 7 Agreement to Bond
- 8 Performance Bond
- 9 Labour & Material Bond
- 10 Schedule of Drawings, Specifications, Standards & Conditions of Contract
- 11 General Conditions Supplementary
- 12 Special Provisions

Appendices

Appendix A: Ontario Provincial Standards General Conditions of Contract (Nov 2024)

Appendix B: Geotechnical Investigation Report

Appendix C: Permits Obtained by Owner

Appendix D: Materials to be Supplied by Owner

Drawings

Refer to Section 10 for list of Drawings

1

INSTRUCTIONS TO BIDDERS

Section Contents

1.1	Definitions	1-1
1.2	Location of Work	1-2
1.3	Scope of Work	1-2
1.4	Office of the Consulting Engineer	1-2
1.5	Project Manager	1-2
1.6	Tender Documents & Drawings	1-2
1.7	Bidder Registration	1-3
1.8	Bidder Examination	1-3
1.9	Tender Correspondence & Questions	1-3
1.10	Tender Submission	1-4
1.11	Tender Security	1-5
1.12	Tender Closing	1-5
1.13	Tender Opening	1-6
1.14	Tender Amendment or Withdrawal	1-6
1.15	Informal Tenders	1-6
1.16	Disqualification of Tenders	1-6
1.17	Right to Accept or Reject	1-7
1.18	Material Incorporated into the Work	1-9
1.19	Contract	1-9
1.20	Bonds	1-9
1.21	Insurance	1-9
1.22	Workplace Safety & Insurance Board Clearance	1-10
1.23	Starting Date	1-10
1.24	Successful Bidder – Contractor’s Responsibilities Sign-off form	1-10
1.25	Successful Bidder – Vendor Performance Management Notice	1-10
1.26	Progress & Completion	1-11

1.27	Force Majeure Event.....	1-11
1.28	Testing & Certification.....	1-12
1.29	Taxes	1-12
1.30	Fair Wages	1-12
1.31	Occupational Health & Safety Act.....	1-12
1.32	Construction Act	1-12
1.33	Accessibility	1-13
1.34	Road Occupancy Permits.....	1-13
1.35	Test Holes	1-13
1.36	Permit to Take Water	1-13
1.37	Freedom of Information & Privacy	1-13

1 Instructions to Bidders

To be read in conjunction with the Ontario Provincial Standard General Conditions of Contract, OPSS.MUNI 100, November 2024.

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 1.10: Tender Submission 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 11.3.12
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:

- Gross Road between Aspdin Road and Hekkla Road, Rosseau, ON

1.3 SCOPE OF WORK

The general scope of work is as follows:

- Remove existing culvert structure
- Install new culvert structure and guide rail
- Grading and restoration

1.4 OFFICE OF THE CONSULTING ENGINEER

The office of the Consulting Engineer is as follows:

Tatham Engineering Limited **705-645-7756**
8 Barron Drive
Bracebridge, Ontario P1L 0H3

1.5 PROJECT MANAGER

The Project Manager is as follows:

Ryan Manning, C.E.T. **705-645-7756 ext 2051**
rmannings@tathameng.com

1.6 TENDER DOCUMENTS & DRAWINGS

Tender Documents and Drawings are posted on the Township website and available to download free of charge. 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

There is no Bidder registration. Document takers are not tracked, and it is the responsibility of the bidder to check for addenda on the Township website (muskokalak.es.ca).

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.

The Bidder's attention is drawn to the subsurface soil conditions at the site, as described in the Geotechnical Report prepared by the Geotechnical Consultant. The report is appended in Appendix B. Subsurface soil conditions as indicated in the report and/or the borehole/test pit logs are not guaranteed by the Owner or their agents, nor does the Owner or their agents accept responsibility for any assumption made by the Bidder. Any rock or water table elevations documented in the Geotechnical Report cannot be guaranteed to be indicative of actual conditions experienced during the Construction of the Works.

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 shall be directed to the Owner. Emails shall reference the tender number in the subject line of the email.

Tim Sopkowe, Manager of Public Works

tsopkowe@muskokalak.es.ca

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

July 24, 2025

2:00 PM

Questions are to be submitted via mail or email to the Owner at the Township of Muskoka Lakes. 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 posted on the Township website (www.muskokalakelakes.ca) for viewing and shall be located in the same area of the webpage that the tender documents are downloaded from.

The Township will not notify Tenderers of addenda, and it is the responsibility of the Tenderer to monitor the webpage and retrieve posted addenda prior to submitting their bid.

The Tenderer shall ensure that all addenda that are issued are acknowledged and listed under Section 12 of the Tender.

The deadline for the posting of addenda is no later than three (3) Business Days prior to tender submission deadline as specified in Part I of the Tender or as amended by addendum. 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 |

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 the 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 via email.

Tenders shall be submitted to The Township of Muskoka Lakes Municipal Office:

**The Township of Muskoka Lakes
P.O. Box 129, 1 Bailey Street
Port Carling, Ontario P0B 1J0**

1.11 TENDER SECURITY

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

Ten percent (10%) of the Total Tender Price

The Tender Security is to be made payable to the Owner (in favour of "The Corporation of the Township of Muskoka Lakes) and can be issued in one, or a combination, of the following:

1. certified cheque;
2. irrevocable letter of credit; or
3. bid bond (CCDC 220 - 2002).

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.

The Owner shall not pay interest on Tender Security.

The Owner shall return the Tender Security of all other Tenderers within five (5) Business Days of Tender opening.

1.12 TENDER CLOSING

July 31, 2025

2:00 PM

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.

The Tenderer shall submit the Tender in a sealed and opaque envelope properly identified with the contract number, contract description, name of Tenderer, due date and time.

Tender irregularities will be dealt with in accordance with the Township of Muskoka Lakes Purchasing By-Law 2004-161, as amended.

1.13 TENDER OPENING

Tender openings will occur publicly as soon as reasonably practical following the Tender Closing at the address identified for receiving submissions. Results will be posted to the Owner's website following opening. Public reading of a Tender does not imply any decision on the Owner as to whether a Tender is accepted. All results are unofficial until reviewed by the Owner and Engineer.

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:

**Tim Sopkowe, Manager of Public Works
The Township of Muskoka Lakes
P.O. Box 129, 1 Bailey Street
Port Carling, Ontario P0B 1J0**

Or by email to:

Tim Sopkowe, Manager of Public Works

tsopkowe@muskokalakes.ca

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:

- 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

The Township intends to award a contract to the Bidder who submits the lowest acceptable bid (in accordance with the Township Procurement Policy By-law 2004-161, as amended) by Total Tender Price. Upon formal notification of award, the Bidder shall thereafter be known as the Contractor.

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 response to enquiries of credit, experience and industry references set out in the Tender;
3. 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;
4. the manner in which the Bidder provides services to others;
5. the experience and qualification of the Bidder's senior management, and project management; and
6. 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 (refer to Section 6) and to furnish a certified copy of a satisfactory insurance policy 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 2024. 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, The District Municipality of Muskoka, Tatham Engineering Limited, the Soil Engineers Limited, the Owner's agents, and the Contract Administrator in the same manner and to the same extent as if a separate policy had been issued for each.

In addition to the above requirements, if blasting operations are used in the Contract, the Contractor shall take out and keep in force an insurance policy providing coverage for blasting operations to the same limits as set out in the OPS General Conditions of Contract including coverage, as indicated above.

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 Owner 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 Owner and all permits and approvals for the work are in place.

1.24 SUCCESSFUL BIDDER - CONTRACTOR'S RESPONSIBILITIES SIGN-OFF FORM

The successful Bidder shall provide the Owner a completed and signed *Contractor's Responsibilities Sign-Off Form* as per the Township of Muskoka Lakes Health and Safety Policy HS-007-PRO-B. A copy of the policy is available during bidding upon request to the Township contact identified in Section 1.9. The policy shall be provided to the successful Bidder upon notification of award.

1.25 SUCCESSFUL BIDDER - VENDOR PERFORMANCE MANAGEMENT NOTICE

The contract resulting from this Tender may be subject to performance evaluation conducted by the Owner. The Owner reserves the right to consider the results of this performance evaluation in the award of future contracts and/or in the selection of vendors for future work. Performance evaluation will be managed in accordance with Township policy HS-007-POL, "Contractor Activities and Control Policy" and Township Procurement Policy By-law 2004-161, as amended.

1.26 PROGRESS & COMPLETION

The Bidder's 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 11.3.19. The Contractor shall be required to submit a detailed Schedule of Work as set out in the Special Provisions prior to starting work.

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.

1.27 FORCE MAJEURE EVENT

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event.

Without limiting the generality of the foregoing, the parties agree that force majeure events shall include:

- natural disasters;
- acts of war;
- pandemics;
- acts of God;
- strikes;
- labour disputes;
- severe weather disruption;
- riots;
- insurrection and terrorism; or
- other declared emergencies.

If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-

performance. The party declaring a force majeure event shall put forward reasonable efforts to render performance in a timely manner. If the anticipated or actual delay or non-performance exceeds thirty (30) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

1.28 TESTING & CERTIFICATION

All works constructed shall be subjected to testing, inspection and recording of their location. The Contractor shall be responsible for testing the works and providing test results to the Contract Administrator within 24 hours of becoming available. 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.

1.29 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 proper invoice. Payment of the HST shall be contingent upon the submission of the Contractor's HST Registration Number.

1.30 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.

1.31 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.

1.32 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.

1.33 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.

1.34 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.

A road occupancy permit will be required from the District Municipality of Muskoka.

1.35 TEST HOLES

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

1.36 PERMIT TO TAKE WATER

The Owner has not obtained a Permit to Take Water or Environmental Activity and Sector Registry for this project. Refer to Contract Drawings and Specifications.

1.37 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.

2

TENDER FORM

2 Tender Form

To: Township of Muskoka Lakes
P.O. Box 129, 1 Bailey Street
Port Carling, Ontario P0B 1J0

Att: Tim Sopkowe, Manager of Public Works

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 60 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 Owner intends to present an award recommendation to Council on August 13, 2025. Subject to Council acceptance, the Work will be commenced within 10 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:

August 27, 2025

10. The Contract shall be Substantially Performed by the date noted below:

November 14, 2025

11. The Contract shall be Completed by 5 pm on the date noted below:

November 28, 2025

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		_____

13. That the Bidder is not entitled to payment for provisional items and/or contingency allowance 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

signature

date

Witness

print name

signature

date

Company Seal:

This Tender is submitted by:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

HST Registration: _____

Name & Title: _____

Signature of Bidder: _____ Date: _____

Company Seal:

3

SCHEDULE OF ITEMS & PRICES

3 Schedule of Items & Prices

Item	Spec	Description	Unit	Qty	Unit Price	Item Price
1 SITE PREPERATION AND REMOVALS						
1.01	SP2	Bonding & Insurance	LS	1		
1.02	SP3	Mobilization & Demobilization	LS	1		
1.03	SP4	Traffic Control (Road Closed)	LS	1		
1.04	SP5	Construction Layout	LS	1		
1.05	SP6	Heavy-Duty Silt Fence Barriers	m	130		
1.06	SP7	Worksite Isolation and Diversion	LS	1		
1.07	SP8	Fish Rescue	LS	1		
1.08	SP9	Dewatering Structure Excavations	LS	1		
1.09	SP10	Clearing, Grubbing and Removal of Ground Cover/Vegetation	LS	1		
1.10	SP11	Removal of Asphalt Pavement, Full Depth	m2	785		
1.11	SP12	Excess Soil Management Plan	LS	1		
1.12	SP12	Earth Excavation for Structure (offsite disposal, meets Table 2.1 ICC)	LS	1		
1.13	SP13	Removal of Culverts (all)	LS	1		
SUBTOTAL SITE PREPERATION AND REMOVALS						
2 STRUCTURE WORKS						
2.01	SP14	Culvert Bedding	LS	1		
2.02	SP15	Sheet Pile Cut-off Wall and Caps (Material Supplied by Owner)	ea	2		
2.03	SP16	3600 mm Diameter Polymer Coated Corrugated Steel Pipe Culvert, Round (Material Supplied by Owner)	LS	1		
2.04	SP17	Granular 'A' - Structure Backfill to Springline	t	895		
2.05	SP17	Granular 'B' Type II - Structure Backfill	t	2680		
2.06	SP18	R-50 Rip-Rap (In Culvert Barrel)	t	160		

2.07	SP19	Reinforced Concrete Distribution Slab	LS	1	
2.08	SP20	Waterproofing (Distribution Slab)	LS	1	
SUBTOTAL STRUCTURE WORKS					
3	ROAD WORKS				
3.01	SP21	Granular 'B' Type II - 300 mm Road Subbase	t	400	
3.02	SP21	Granular 'A' - 150 mm Road Base & 50 mm Shoulders	t	300	
3.03	SP22	Hot Mix HL 4 (50 mm, Surface Asphalt)	t	140	
3.04	SP23	Granular Sealing	m2	340	
3.05	SP24	Form and Fill Grooves	m	18.4	
3.06	SP25	Single Rail Steel Beam Guide Rail (Type M)	m	61	
3.07	SP25	Base-Plated Guide Rail Posts (OPSD 912.249)	ea	16	
3.08	SP25	Steel Beam Energy Attenuating Terminal System (Type M, 15 m Length)	ea	4	
3.09	SP26	Widen Embankment for Steel Beam Energy Attenuating Terminal Section	ea	4	
3.10	SP18	R-10 Rip-Rap on Geotextile (on Embankments)	t	150	
3.11	SP27	Site Restoration	LS	1	
SUBTOTAL ROAD WORKS					
4	PROVISIONAL ITEMS				
4.01	SP12	Earth Excavation for Structure (Unsuitable Subgrade Material, Offsite Disposal, Meets Table 2.1, Provisional)	m3	300	
4.02	SP12	Earth Excavation for Structure (Offsite Disposal, Waste, Provisional)	m3	400	
4.03	SP14	Additional Culvert Bedding Material (19 mm clear stone wrapped in geotextile, Provisional)	t	10	
4.04	SP28	Biaxial Geogrid and Geotextile (Provisional)	m2	780	
SUBTOTAL PROVISIONAL ITEMS					
5	CONTINGENCY ALLOWANCE				
5.01	SP29	Contingency Allowance	LS	1	\$ 100,000.00 \$ 100,000.00
5.02	SP30	Materials Testing Allowance	LS	1	\$ 25,000.00 \$ 25,000.00

SUBTOTAL CONTINGENCY ALLOWANCE	\$ 125,000.00
SUMMARY	
Subtotal (Items No.1 to No.5)	

4

LIST OF SUBCONTRACTORS & SUPPLIERS

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 have 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
DateAdditional Comments
(optional)**Project 4**

Year

Project Tender Value

Description of Work

Project Owner

Project Manager

Tel

Contract Completion

Date (as per contract)

Substantial Completion
DateAdditional 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 enure 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	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 _____ 2023

Bonding Company:

Signature of Authorized
Person Signing for
Bonding Company:

Position of Signing
Officer:

Company Seal:

8

PERFORMANCE BOND

8 Performance Bond

The Successful Bidder shall complete Construction Act Form 32 Performance Bond under Section 85.1 of the Act upon Award. Performance Bond to be inserted as Section 8 of the Executed Contract.

9

LABOUR & MATERIAL BOND

9 Labour & Material Bond

The Successful Bidder shall complete Construction Act Form 31 Labour and Material Payment Bond under Section 85.1 of the Act upon Award. Labour and Material Payment Bond to be inserted as Section 9 of the Executed Contract.

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.01 Title Page	2	Tatham Engineering Limited
IN.01 Index	2	Tatham Engineering Limited
PP.01 Plan and Profile	2	Tatham Engineering Limited
GA.01 General Arrangement	2	Tatham Engineering Limited
EP.01 Environmental Protection	2	Tatham Engineering Limited

10.2 SPECIFICATIONS

Specifications	Section	Prepared by
Special Provisions	12	Tatham Engineering Limited

10.3 STANDARDS

The Contractor acknowledges that certain standard drawings and specifications, which are provisions of this Contract, have *not* been reproduced for inclusion in the Contract Documents.

The Contractor acknowledges that the standard drawings and specifications referred to in the Contract Documents are the Ontario Provincial Standard Drawings (OPSD) and Ontario Provincial Standard Specifications (OPSS) as produced and amended by the government of the Province of Ontario.

The Contractor shall obtain its own copy of the standard drawings and specifications.

10.4 CONDITIONS OF CONTRACT

Conditions of Contract	Section	Prepared by
Instructions to Bidder	1	Tatham Engineering Limited
General Conditions of Contract		Metric OPSS.MUNI.100, Nov 2024
General Conditions Supplementary	11	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

Section Contents

11.1 General Conditions 11-1

11.2 Designation of Parties 11-1

11.3 Amendments to the General Conditions..... 11-1

11.4 Payments 11-8

11.5 Night, Weekend & Holiday Work 11-8

11.6 Defective Work 11-9

11.7 Site Meetings 11-10

11.8 Labour Conditions & Fair Wages 11-10

11.9 Workplace Safety & Insurance Board Clearance Certificate 11-10

11.10 Siltation & Erosion Control Measures..... 11-10

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:

The Corporation of the Township of Muskoka Lakes

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 0:

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 GC3.06 Extension of Contract Time

Amended by adding the following:

- .02 e) A force majeure event as described in Instructions to Bidders, Section 1.25.

11.3.5 Section GC3.07 Delays

Amended by adding the following:

- .05 Notwithstanding Section 11.3.5.01, the Owner shall not be liable for delay costs associated with a force majeure event as described in Instructions to Bidders, Section 1.25.

11.3.6 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.

11.3.7 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.

11.3.8 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.

11.3.9 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.

11.3.10 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.

11.3.11 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.

11.3.12 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, except the first Proper Invoice, the Contractor shall submit to the Contract Administrator, 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.

11.3.13 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.
- .10 Upon written application by the Contractor, the warranty holdback may be retained in the form of a demand-worded holdback repayment bond in the prescribed form as per the Construction Act, instead of being retained in the form of funds.

11.3.14 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.

11.3.15 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.

11.3.16 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.

11.3.17 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.

11.3.18 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.

11.3.19 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 Part A work called for under the Contract is not finished or completed by the Substantial Performance 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 \$1,500 for liquidated damages for each and every calendar day delay in finishing the work in excess of the dates of substantial performance prescribed. It is agreed by the

parties to the Contract that in case all the Part B work called for under the Contract is not finished or completed by the Substantial Performance 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 \$1,000 for liquidated damages for each and every calendar day delay in finishing the work in excess of the dates of substantial performance prescribed. It is agreed that these amounts are 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.

12

SPECIAL PROVISIONS

Section Contents

SP1	General Work	12-1
SP2	Bonding & Insurance	12-13
SP3	Mobilization & Demobilization	12-13
SP4	Traffic Control (Road Closed).....	12-14
SP5	Construction Layout	12-16
SP6	Heavy-Duty Silt Fence Barriers.....	12-17
SP7	Worksite Isolation and Diversion	12-18
SP8	Fish Rescue.....	12-20
SP9	Dewatering Structure Excavations	12-21
SP10	Clearing, Grubbing and Removal of Ground Cover/Vegetation	12-23
SP11	Removal of Asphalt Pavement, Full Depth	12-24
SP12	Earth Excavation and Excess Soil Management.....	12-25
SP13	Removal of Culverts	12-27
SP14	Culvert Bedding	12-28
SP15	Sheet Pile Cut-Off Wall (Material Supplied by Owner).....	12-29
SP16	3600 mm Diameter Polymer Coated Corrugated Steel Pipe Culvert, Round (Material Supplied by Owner)	12-31
SP17	Granulars (Structure Backfill)	12-32
SP18	Rip-Rap on Geotextile.....	12-33
SP19	Reinforced Concrete Distribution Slab.....	12-34
SP20	Waterproofing	12-35

SP21	Granulars (Road Base, Subbase & Shoulders)	12-36
SP22	Hot Mix HL 4 (50 mm Surface Course)	12-37
SP23	Granular Sealing	12-39
SP24	Form and Fill Grooves	12-39
SP25	Guide Rail	12-40
SP26	Widen Embankment for Steel Beam Energy Attenuating Terminal System	12-41
SP27	Site Restoration	12-41
SP28	Biaxial Geogrid	12-42
SP29	Contingency Allowance	12-43
SP30	Materials Testing Allowance	12-43

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 GENERAL WORK

The Contractor shall perform all the general work covered by the following specifications. These specifications are based on Ontario Provincial Standards Specifications (OPSS) and Ontario Provisional Standards Specifications Municipal (OPSS.MUNI). The Ontario Provincial Standards, Standard Specifications, Special Specifications and the following Special Provisions shall apply to this Contract. Where OPSS Specification numbers are referenced OPSS.MUNI shall take precedence.

SP1.1 Schedule of Work

Upon being awarded the Contract, the Contractor shall forthwith supply to the Contract Administrator 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 Contract Administrator has approved the schedule of work.

When the proposed or updated schedule is deemed unacceptable by the Contract Administrator, the Contractor shall make requested corrections; resubmit within three (3) working days.

The schedule of work shall indicate proposed progress in 1-week periods. Schedules shall also identify:

- critical path network;
- shop drawing submittals and applicable review time;
- additional and/or extra work (as applicable);
- items that have an extended manufacturing and/or delivery time (e.g., lead time for equipment, deliveries, materials, etc.) and when final acceptance is required by the Contract Administrator to maintain the applicable schedule;

- construction constraints; and,
- Contract milestone and completion dates.

If the Contractor fails to complete the work (or a particular component of the work) in accordance with the approved schedule, and this failure is anticipated to extend the duration of construction and/or jeopardise the milestone completion dates (i.e., Substantial Performance and/or Completion), the Contractor shall, within 7 days of such failure, submit a written statement as to how Contractor intends to correct non-performance and return to acceptable current progress schedule. Actions by the Contractor to complete the work within specified Contract Times (or milestones completion dates) will not be justification for adjustment to Contract Price or Contract Times.

The Owner may order the Contractor to increase plant, equipment, labour force, or working hours if the Contractor fails to:

- complete a milestone activity by its completion date;
- achieve Substantial Performance and/or Completion within the stipulated dates or Contract times; or,
- satisfactorily execute work as necessary to prevent delay to overall completion of project.

If required, the additional effort shall be completed at no additional cost to Owner or Contract.

SP1.2 Construction Timing

The Contractor is expected to work continually from start date to completion. The Contractor shall clearly demonstrate in their Construction Schedule what works can be completed before the onset of winter conditions and how and when the works are to be completed.

No additional payment will be considered to provide for the protection of Work as may be required by the relevant specifications for winter conditions or cold weather operations.

No in-water activity will be allowed, between **March 15 and July 15** of any year to prevent disruption of spawning fish and incubating eggs.

Liquidated Damages as per the Supplemental General Conditions of the Tender Document shall be applied if the work is not completed within the time specified by the Contract.

The 24-month warranty period shall start upon the project being deemed completed by the Contract Administrator. Final acceptance of the work shall be as per GC1.06 and shall occur after the 24-month warranty period.

The Contractor shall commence the Work within seven (7) Working Days of receiving written notification of Award of the Contract, but not prior to submission of the appropriate Contract documents. The start date for on-site construction is planned for 10 days following issuance of the Start Work Order but is subject to receipt of all required permits, approvals and authorization from the appropriate regulatory authorities.

No additional payment will be considered for any delays in construction caused by permits, approvals and authorization from regulatory authorities or utility relocates.

Should the Contractor find that they shall be unable to commence the Work as specified above, the Contractor shall, prior to the expiration of said seven (7) Working Days, submit to the Owner in writing a request for extension of time and in his/her request shall show just cause why, in their opinion, the extension of time should be granted.

Upon receipt of such written request, the Owner may, if in their opinion such written request does not conflict with the best interests of the Owner, grant the required extension in full or any portion thereof, thereby fixing a new date from which the charging of Working Days shall be calculated. If in the opinion of the Owner, the Contractor has failed to show cause acceptable to the Owner or should such cause be not in the best interest of the Owner, any request for extension of time may be denied.

No additional payment will be considered for Office and Site Overhead costs from the start date to completion of the works. Office and Site Overhead costs for additional work will be included in the Extra Work quotations as specified in the OPSS.MUNI General Conditions of Contract.

SP1.3 Site Meetings

The Contractor shall attend, as a minimum, a pre-construction meeting and bi-weekly meetings with the Contract Administrator at the project 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 project manager, superintendent and other support staff (as deemed appropriate) shall attend this meeting. Minutes of meetings shall be recorded (in writing and/or digitally recorded) and shall be binding on both parties to the Contract.

SP1.4 Performance Bond & Labour and Materials Payment Bond

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

SP1.5 General Liability & Automobile Liability Insurance

The Contractor shall provide insurance in accordance with the Instructions to Bidders. Proof of this insurance must be provided to the Contract Administrator, prior to commencing the work and as otherwise requested.

SP1.6 Shop Drawing Review

The Contractor shall not mobilize any equipment or materials to the site until all required shop drawings have been submitted and accepted by the Contract Administrator, unless otherwise approved by the Contract Administrator. Shop drawings marked "Revise and Re-Submit" by the Contract Administrator are not accepted.

SP1.7 Product Warranty Transfer

Where manufacturers warranty extends beyond the terms of the Contract, the Contractor shall ensure all applicable manufacturer warranties for materials and products supplied are transferred into the name of the Owner. Contractor to provide proof, including documentation from the applicable manufacturers.

SP1.8 Permits & Fees

The Contractor shall obtain all necessary permits and approvals required, including building permit, for this Contract and pay all respective fees unless otherwise stipulated in the Contract package.

SP1.9 Survey Monuments

The Contractor shall, within reason, protect and maintain all survey monuments, control points or benchmarks within or adjacent to the limits of the project. If survey monuments, control points or benchmarks are disturbed, removed or buried due to negligence, the Contractor shall be responsible for the replacement. Any survey monuments which require replacement shall be replaced by a qualified Ontario Land Surveyor, as designated by the Owner.

If, in the opinion of the Contract Administrator, survey monuments, control points and/or benchmarks must be removed in order to construct the works, then the Contractor will not be held responsible for the replacement cost.

SP1.10 Pedestrian Access & Safety

Pedestrian traffic shall be maintained to all properties within and adjacent to the Contract limits throughout the duration of construction. The Contractor shall supply and place necessary means to provide safe access for pedestrians to residences, businesses, commercial properties and other locations as requested by the Contract Administrator.

SP1.11 Freezing Conditions

No additional payment will be made to adjust the construction methodology or supply of material as required to complete the work in accordance with the applicable specifications during freezing and/or cold weather conditions.

Concrete placed in cold weather shall be completed in accordance with OPSS.MUNI 904.

There also will be no additional payment for the removal of snow within the limits of the project, as required to complete the work and provide access to all properties.

SP1.12 Hot Weather Conditions

No additional payment will be made to adjust the construction methodology or supply of material as required to complete the work in accordance with the applicable specifications during hot weather conditions.

Concrete placed in hot weather shall be completed in accordance with OPSS.MUNI 904.

SP1.13 Timing of Asphalt Placement

If the Contractor is unable to fulfil the contractual obligations for Substantial Performance, the Contractor must reinstate all disturbed 'hard' surfaces with binder course asphalt prior to the winter season and remove and dispose of the temporary asphalt in the spring at no additional cost to the Contract. This shall include restoration of all disturbed sidewalk, boulevard and driveways, including temporary measures if necessary. Where surface asphalt is not placed, the Contractor shall provide asphalt ramping (min. 50 mm depth of the specified Binder Course Asphalt) along the edge of the concrete curb and gutter to protect the curb from damage over the winter season. Asphalt ramping shall be removed prior to the placement of surface course asphalt at no additional cost to the Contract.

SP1.14 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 Contract Administrator 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 any site unless specifically approved and tested by the Contract Administrator.

SP1.15 Testing of Material

The Contractor shall assist the Contract Administrators representative in acquiring granular samples from the source site, or as otherwise requested. The Contractor shall submit the mix designs of concrete and asphalt in accordance with the applicable special provision for approval by the Contract Administrator.

No material shall be placed until approved.

Routine tests on materials will be carried out by the Contract Administrator at no cost to the Contractor. When routine tests indicate materials do not meet specification the Contract Administrator will require documentary evidence to the effect that materials supplied by the Contractor comply with the terms of the specifications. Such evidence must be provided by the Contractor in the form of a certified copy of a laboratory report from a recognized testing company acceptable to the Contract Administrator. The Contractor shall pay for the entire cost of such testing including sampling and shipping of samples.

SP1.16 Layout Work

The Contract Administrator shall provide the benchmark elevations and horizontal alignment for the Contractor.

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

The Contract Administrator shall be notified 48 hours in advance of any layout work carried out and shall be given the opportunity to check layout work if they so desire. Checking of layout or failure to do so on the part of the Contract Administrator in no way relieves the Contractor of full responsibility for construction to the proper location, alignment and grade.

SP1.17 Assistance with Third-Party Review

The Contractor shall aid and/or assist the Contract Administrator and/or Municipality in their review of the work and/or the collection of as-built information, in accordance with the items detailed below:

- The collection of pipe inverts or obverts, road, boulevard or driveway grades (subgrade, subbase, asphalt, etc.), string line and/or form work grades in support of concrete works, structure grades, finish grade elevations, swing tie information, compaction results, material samples, etc.
- The review of all layout, including infrastructure, structures, curb depression locations, catch basin alignment (versus proposed gutter line), etc.

- The Contractor shall layout and install survey stakes within the project limits. As a minimum, this shall include layout stakes at 20 m intervals (matching the stations indicated on the drawings) and at key stations (high points, low points, vertical/horizontal bends, etc.). Stakes to be installed (and reinstalled as required) to facilitate the review of layout and accuracy of installation, especially during road, curb and sidewalk construction.
- The Contractor shall also schedule their work in a manner that provides the Contract Administrator and/or Municipality with sufficient time to review layout and/or confirm the accuracy of their work.

SP1.18 Temporary Water & Power

The Contractor shall make arrangements for the supply of temporary water and power for construction purposes. The Contractor shall coordinate with the local hydro authority following the issuance of the Start Work Order for the supply of temporary hydro, if required.

SP1.19 Existing Utilities, Watermains & Sewers

The Contractor's attention is drawn to the presence of underground and overhead utilities, sewers and watermain in the area of the Contract. The Contractor shall perform the work in accordance with the items detailed below:

Scope of Work

- The Contractor shall be aware of existing infrastructure and utilize equipment and methodologies to complete the work that do not constitute a hazard, disruption to services, or safety violation under the Occupational Health and Safety Act. The Contractor shall be responsible for all costs and coordination efforts associated with locating utilities and shall be responsible for obtaining information in regard to the exact location of buried utilities, sewers and watermains 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, watermains and sewers from damage in accordance with the applicable guidelines, regulations and utility agency requirements. The Contractor will be liable for all damage to same occurring within or outside the Contract limits caused by their operations.
- The Contractor shall excavate with care and take measures to protect all existing infrastructure/surface features that are not deemed to be removed as part of the Contract.

- 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.
- If 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.
- If a permanent relocation or replacement of an existing utility or existing sewer becomes necessary, at the discretion of the Contract Administrator, 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.
- It shall be the Contractor's responsibility to contact all utility companies regarding their scheduling of work.
- The Contractor shall be responsible to arrange for support of existing hydro poles, telephone poles, light standards and/or traffic signal poles if required during construction, with the respective utility provider.

Specifications

OPSS.MUNI 491

TSSA 'Guideline for Excavation in the Vicinity of Utility Lines'

Enbridge 'Third Party Requirements in the Vicinity of Natural Gas Facilities'

SP1.20 Site Maintenance

The Contractor shall perform the work in accordance with the items detailed below:

Scope of Work

- Site maintenance of the driving and walking surfaces to ensure roads, boulevards and driveways are safe for traffic and pedestrians, including the supply, placement, compaction, maintenance, removal of temporary granular material, snow removal and the application of de-icing agents, as required.
- Temporary grading, including the installation of swales or other measures to control surface water.
- Preventative measures to help avoid damage and erosion during rain events.
- Dust control, including the placement of calcium chloride and/or water. As a minimum, the Contractor shall sweep all hard surfaces within and adjacent to the construction zone and apply water and calcium chloride throughout the site at the end of each working day.

- Maintenance and repairs to the site and all adjacent areas impacted by construction (i.e. haul routes, etc.) following rain events, including, but not limited to the removal of standing water (ponding), saturated material, sediment, etc. and the repair of washouts, erosion and other damage as required.
- Measures to prevent and/or the removal of mud tracking.
- The Contractor shall designate a representative who will be responsible for monitoring the construction zone when workers/crews are not present (i.e. on evenings, weekends, holidays and other non-working days) on an as-needed basis. The representative shall be considered 'on-call' and be available in case of emergency.
- The scope of work shall be provided within the limits of construction and the adjacent streets. It shall be provided at all times (working and non-working hours), including evenings, weekends, holidays and other non-working days.
- If, in the opinion of the Contract Administrator or the Municipality, the Contractor is not providing a sufficient level of site maintenance, they may direct the Contractor to take additional measures at no additional cost to the Contract. If the Contractor does not address the concern within 12 hours of notification, the Municipality reserves the right to utilize their own crews (or retain another Contractor) to take corrective measures and back charge the Contractor of the costs accordingly.

Specifications

OPSS.MUNI 206 and 805

SP1.21 Disposal of Materials

The Contractor shall dispose of all waste and/or surplus materials in a disposal area selected by the Contractor in accordance with the Ontario Ministry of the Environment, Conservation and Park (MECP), Ontario Regulation (O.Reg.) 406/19 "On-Site and Excess Soil Management" and the OPSS.MUNI 180, including the requirements for property owner release. The disposal area shall be located off the Municipal right-of-way. The Contractor shall be responsible for all work and costs involved in disposing the waste and or surplus material including trucking, access roads, levelling, and all haulage and/or tipping fees applicable.

SP1.22 Notification for Road Closures

Where applicable, the Contractor shall apply for road closures at least 15 working days prior to the implementation of the closure. Applications for road closures shall include a Traffic Control Plan outlining the detour routes and the signage, as per Ontario Traffic Manual Book 7.

Advance warning signs for detours shall be posted a minimum of 7 calendar days prior to the closure. Signs shall be black lettering on an orange background. The Contractor is responsible for notifying all applicable agencies (MTO, County, Emergency Services, School Boards, etc.).

The Contractor shall note that Gross Road is already closed at the site due to the culvert failure.

SP1.23 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. Any permit fees related to road occupancy permits from the Owner will be waived. Permit fees related to road occupancy permits from other municipal or regional authorities shall be the responsibility of the Contractor.

SP1.24 Driveways & Entrances

Access to all driveways and entrances shall be maintained within and adjacent to the Contract limits throughout the duration of construction. This shall include the supply, placement, compaction, maintenance and removal of temporary granular material as required.

In the event access cannot be maintained for a short duration, less than eight (8) hours, the Contractor shall obtain approval from the Contract Administrator. When permission is granted, the Contractor shall notify the residents and/or businesses in writing that access to their respective driveways or entrances will be affected and/or restricted by the construction works. A minimum of twenty-four (24) hours' notice is to be provided in such instances. All notices to the public shall be submitted to the Contract Administrator for approval, prior to distribution.

Unless approved by the Contract Administrator, access to driveways and entrances shall be maintained every evening with the exception of during concrete placement (curb & gutter, sidewalks, driveways, etc.) where access shall not be restricted for a period longer than 2 working days (unless approved in writing by the Contract Administrator). Access to all driveways and entrances shall be maintained throughout all weekends and holidays, unless otherwise approved by the Contract Administrator.

SP1.25 Fencing & Barricades

Snow fence or temporary concrete barriers shall be erected in areas where there exists, in the opinion of the Contract Administrator, a danger to pedestrian or vehicular traffic as per the Occupational Health and Safety Act (OHSA). Where specifically approved by the

Municipality and Contract Administrator, open cut areas that are not backfilled prior to the evening, weekend and/or holidays shall have temporary concrete barriers as well as amber flashing lights installed prior to finishing work and leaving the site for the day. No separate payment will be made for fencing or barriers but shall be part of the general work of the Contract.

If the Contractor refuses to comply with the request from the Contract Administrator to install the snow fence or barricades as requested, the Owner reserves the right to install the fence or barriers while applying the costs against the Contractors next payment.

SP1.26 Dewatering Less Than 50,000 L/day

The Contractor shall perform the work in accordance with the items detailed below:

Scope of Work

- The Contractor is responsible for conventional dewatering (where water taking is less than 50,000 L/day) as required to produce a dry and stable excavation.
- Implementation of the approved dewatering scheme, as required to maintain a dry and stable trench and/or as required to complete the work.
- Supply of stand-by power and/or a pumping system if required.
- Sound suppression, as required to meet all applicable Municipal By-Laws.
- Maintain a record of all water takings. The record is to include the dates and duration of dewatering and the daily average taking rate and daily total volume taken. Calibrated flow measuring devices shall be used to measure flow and volume. The Contractor is to keep all required records up to date and available at the subject site of the water taking where they can be reviewed immediately by a Provincial Officer upon request.
- Supply, installation, maintenance and removal of settling ponds, sediment traps/basins and/or temporary erosion and sediment control measures, as required to safely discharge flow – including the removal and disposal of excess material, as required.

Specifications

OPSS.MUNI 517, OPSS.MUNI 518

Ontario Water Resources Act (OWRA)

O.Reg 64/16

Submittals

- Submission of a written proposal, documenting the specific dewatering scheme, monitoring and contingency planning for review and approval by the Contract Administrator.
- Dewatering records shall be provided to the Contract Administrator in a running table on a weekly basis (or as otherwise requested).

SP1.27 Existing Water System

The Contractor shall not operate existing valves or hydrants without written authorization of the Municipal Operating Authority. The Contractor is responsible for suitable notification to all parties affected by an interruption in water source.

SP1.28 Existing Residential Garbage and Recycling Collection

During construction the Contractor shall co-ordinate with the applicable garbage, recycling and green bin collection agencies, residents, business owners, etc., to ensure garbage, recycling and green bin containers are transferred from lots to a suitable location for pick-up and returned to each owner accordingly.

SP1.29 Existing Canada Post Mail Collection

During construction, the Contractor shall co-ordinate with Canada Post, residents, business owners, etc. to ensure mail service is maintained during construction or a suitable alternative is provided (as determined by Canada Post).

SP1.30 Tree Protection

The Contractor shall provide a reasonable degree of protection to all existing trees within the Limit of Construction in accordance with OPSS.MUNI 801.

The Contractor shall be aware of and abide by the *Migratory Birds Convention Act* and *Species at Risk Act* as it relates to harming migratory birds or destroying their habitat.

The Contractor shall notify the Contract Administrator when infrastructure is located within the existing tree canopies and at the Contract Administrator's discretion, the proposed infrastructure may be relocated to avoid damage to the root system at no additional cost to the Contract.

Roots exposed during construction shall be cut flush with clean cutting tools that have been approved by the Contract Administrator. Exposed surface roots shall be covered with moist topsoil as soon as possible after they are exposed.

SP1.31 Measurement & Payment

No measurement of quantities will be made for the general work. No direct payment will be made for any of this general work. The Contractor shall allow in the unit prices bid for all labour, material and equipment necessary for the general work described herein or specified elsewhere in the contract.

Payments shall be made in accordance with the Construction Act.

SP2 BONDING & INSURANCE

The Contractor shall perform the work in accordance with the items detailed below.

SP2.1 Scope of Work

- Supply of all required bonds as specified in the Instructions to Bidders (Section 1). Bonds shall be in the form described in Section 8 and Section 9. The bonds shall include coverage for the duration of the warranty period.
- Supply of General Liability & Automobile Liability Insurance in accordance with the Instructions to Bidders. Proof of this insurance must be provided to the Contract Administrator, prior to commencing the work and as otherwise requested.

SP2.2 Submittals

Labour and Materials Payment Bond, Performance Bond, and Certificate of Insurance

SP2.3 Measurement & Payment

There will be no separate measurement for payment.

Payment at the Contract lump sum price will cover all costs associated with the bonds and insurance. Payment will be made upon providing the fully executed proper bond forms and certificates of insurance.

SP3 MOBILIZATION & DEMOBILIZATION

The Contractor shall perform the work in accordance with the items detailed below.

SP3.1 Scope of Work

- All labour, equipment and material required to transport and remove equipment and materials to and from the site, including the removal and disposal of surplus and unsuitable materials.
- Supply, install, maintain and remove all temporary facilities and other items not required to form part of the permanent works and not covered by other items in the Schedule of Items and Prices.

- Establish temporary staging and storage areas at locations determined by the Contractor. The Contractor is not permitted to impede access to private property or block traffic lanes / sidewalks / trails with staging and storage areas except where otherwise noted within the Special Provisions (if applicable). The Owner has made no arrangements with private property owners for temporary staging and storage locations.
- Reinstatement all disturbed areas related to the mobilization and demobilization process to the satisfaction of the Contract Administrator.

SP3.2 Submittals

The Contractor shall notify the Contract Administrator prior to the commencement of any activities at the site, including mobilization.

SP3.3 Measurement & Payment

There will be no separate measurement for payment.

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

50% of the Contract lump sum price will be paid for mobilization and the remaining 50% will be paid for demobilization.

Should the Contractor schedule their work in a manner that requires multiple mobilizations and periods of inactivity (including winter shutdown), there will only be payment for one combined mobilization and one combined demobilization at the lump sum prices. There will be no payment for additional instances of mobilization or demobilization.

SP4 TRAFFIC CONTROL (ROAD CLOSED)

The Contractor shall perform the work in accordance with the items detailed below.

SP4.1 Scope of Work

- All traffic control measures are to conform with the latest edition of the Ontario Traffic Manual (OTM) Book 7, "Temporary Conditions".
- Supply, placement, maintenance, replacement as necessary and removal, of all advisory signs, detour signs, construction signs, warning signs, TC-54 delineators and barricades necessary to advise the public, control traffic and protect the work area during all stages of construction. At a minimum, concrete jersey barriers with reflective tape and flashing lights are required at the immediate limits of the work area to prevent vehicles from entering the open excavation.
- The covering and or removal and replacement of any existing signs that may be deemed to confuse drivers approaching or travelling in the work zone.

- Maintaining the traffic control signage in good order for the duration of the Contract, and to repair or replace if necessary.
- Provide, erect, and maintain signs, flashing lights, etc. as required by the Contract Administrator to properly warn the public approaching the Contract site.
- Completely enclose, using modular construction fence and appropriate signings, all open excavations during non-working hours.
- Erect suitable barricades, signs, snow fence, etc. along the travelled (pedestrian or vehicular) lanes, if construction is proceeding adjacent to the traveled lanes.
- Provide any traffic control as necessary during the course of the work.
- At times during construction the Contractor may be required to provide temporary traffic control using flag-persons. When this is required the following shall apply:
 - Traffic control on this Contract shall be in conformance with Ministry of Labour Policies Occupational Health and Safety Act, the Ontario Traffic Manual, and the provisions of the Road Occupancy Permit; and
 - The Contractor is required to provide a list of Traffic Control Persons and confirm in writing that they have been trained as required under the Occupational Health and Safety Act.
- All signs shall be placed in locations that do not impair driver visibility in either direction or from any intersection, driveway, or laneway.
- The Contractor shall barricade the work area to prevent vehicles or pedestrians from gaining access to the work area. Barricades shall be preceded by warning signs and shall be sufficient to prevent an errant vehicle from entering any work area or excavation. Barricades shall not be placed in a manner that will restrict access to local entrances.
- The Contractor will be responsible for the maintenance of the work at all times until the Contract has been completed, commencing from the first day of work. This will include the maintenance of the existing roadway within the contract limits even if the Contractor has not yet begun work in a particular area.
- All traffic control/protection measures shall be inspected at least twice per day (at the beginning and end of the working day) and at least once on the weekend days to verify their conformance with the approved plan. Corrective measures for deficiencies observed shall be taken as soon as practicable after becoming aware of the situation at the expense of the Contractor.

- Details regarding the traffic control signing found elsewhere in the Contract document also apply.

SP4.2 Specifications

OPSS.MUNI 706

SP4.3 Submittals

The Contractor shall submit the following to the Contract Administrator:

- Proposed dates of the road closures within 1 week of Contractor receiving the project Purchase Order from the Owner;
- Notification of road closure to all required authorities and the public including on site signage shall be distributed and installed a minimum of 2 weeks prior to the closure; and
- Traffic Control Plan for review and approval a minimum of 10 days before mobilizing.

SP4.4 Measurement & Payment

There will be no measurement for payment.

Payment at the Contract price shall be full compensation for all labour, equipment and material to complete the work. Progress payments shall be made as follows:

- 20% upon installation of all elements;
- 70% prorated over the course of the work; and
- 10% upon removal of all elements.

SP5 CONSTRUCTION LAYOUT

The Contractor shall perform the work in accordance with the items detailed below.

SP5.1 Scope of Work

- The Contractor shall be responsible for the true and proper setting out of the work and for the correctness of the position, levels, dimensions and alignment of all parts of the work as well as the provision of all necessary instruments, equipment, stakes, flagging, paint, nails and the like for completion of the layout.
- The Contractor shall utilize qualified personnel for layout of the work with experience in surveying and construction layout practices.
- Prior to mobilization, the Contractor shall review the alignment, dimensions and elevations of the proposed layout. Any discrepancies are to be brought to the attention of the Contract Administrator Immediately.

- The Contractor will be solely responsible for correction of any layout completed unless the correction relates to incorrect data provided by the Contract Administrator or Owner.
- The Contract Administrator will complete checks of layout information at their discretion. The checking of layout by the Contract Administrator shall in no way relieve the Contractor of their responsibility for the correctness of the work.
- The Contractor shall supply all necessary grade sheets, cut/fill calculations or similar that have been prepared as part of layout of the work.

SP5.2 Measurement & Payment

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.

Additional layout due to variations in tender quantities will be considered incidental. No additional payment will be made above the tendered bid for this item for variations in tender quantities.

SP6 HEAVY-DUTY SILT FENCE BARRIERS

The Contractor shall perform the work in accordance with the items detailed below.

SP6.1 Scope of Work

- Supply and install silt fence as shown on the Contract Drawings and/or as directed by the Contract Administrator. Siltation and erosion control measures shall be installed prior to commencing work, unless otherwise approved by the Contract Administrator.
- No work shall be completed beyond the limits of the silt fence unless otherwise approved by the Contract Administrator.
- Inspect, maintain and repair and/or replace the silt fence as required to ensure it is operating properly and preventing the migration of sediment. At a minimum, inspections shall be completed bi-weekly and following each rain event.
- Remove and dispose of silt fence after restoration is complete, ground cover is firmly established and when approved by the Contract Administrator.

SP6.2 Specifications

OPSS.MUNI 805

SP6.3 Submittals

The Contractor shall submit weekly inspection reports documenting the condition of the erosion and sediment control measures, any required repairs and/or maintenance activities completed during the inspection period.

SP6.4 Measurement & Payment

Measurement for payment shall be actual quantity properly installed and approved by the Contract Administrator in linear metres.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to complete the work. Progress payments will be made as follows:

- 50% for installation;
- 30% for on-going inspection, maintenance and reports; and
- 20% for removal.

No additional payments will be made for sediment removal. Sediment removal is to be included in the unit rate for this item.

SP7 WORKSITE ISOLATION AND DIVERSION

The Contractor shall perform the work in accordance with the items detailed below.

SP7.1 Scope of Work

- No work shall be carried out that will deposit deleterious material into the environment or a fish habitat.
- Design, supply, install, inspect, operate, maintain and remove cofferdam and watercourse diversion systems to permit works to be completed in the dry, and restore site to existing or better conditions at locations indicated on the Contract Drawings and/or as directed by the Contract Administrator.
- The watercourse flows shall be maintained at all times, with no interruptions, to ensure no impacts upstream or downstream of the work area.
- The Contract Drawings show a conceptual methodology for diverting the watercourse and dewatering the work area for the purposes of facilitating permit and approval discussions with regulatory agencies, which are generally supportive of the methodologies shown.
- The Contractor is responsible for the design of the temporary works for worksite isolation and watercourse diversion. The Contractor shall submit an Isolation and

Diversion Plan at least two (2) weeks prior to mobilization for review. The plan shall be stamped by a Professional Engineer licensed to practice in Ontario.

- The temporary watercourse diversion and/or temporary cofferdams are to be sized and located by the Contractor. The temporary watercourse diversion system shall be designed for the 2-year design storm, at a minimum. The methodology selected by the Contractor, as well as the Contractor's proposed schedule, will affect the duration required for in-water works. As such, the Contractor is responsible for determining whether additional capacity is required as part of the watercourse diversion system.
- The watercourse diversion system is to be maintained continuously for the duration of in-water work. In the event a significant precipitation event is imminent, the Contractor is responsible to ensure the appropriate materials, equipment and siltation controls are in place to stabilize the excavation and protect the work site while allowing the flows to pass through the work site in a controlled manner.
- The Contractor is responsible for design, installation and removal of any temporary crossings of the watercourse diversion, if required based on the Contractor's methodology for completing the works. Crossings of the watercourse diversion must also be sized for a minimum of the 2-year design storm.
- The Owner and Contract Administrator make no guarantees with respect to the watercourse or groundwater elevations at the time of construction, and these elevations can vary greatly depending on the Contractor's selection of temporary worksite isolation / protection systems, cofferdam systems, excavation limits and dewatering efforts. The Owner and Contract Administrator are not responsible for the Contractor's assessment of risk for these items and corresponding selections of methodologies and materials.
- The Contractor is responsible for ensuring the appropriate equipment is in place if required in the event flows increase to secure the site during a predicted overtopping event and minimize the release of sediment / deleterious material.
- The Contractor is to monitor weather forecasts on an on-going basis and shall take appropriate measures to prepare the site when wet weather is predicted. The Contractor shall, when considered necessary due to the threat of wet weather, secure the site against the potential for flooding including removing all equipment and material to beyond the high-water limits of the watercourse. It is expected that work may be delayed until flows subside to reasonable levels. It is also possible that wet weather events may cause complete flooding of the work site. All weather monitoring and contingency measures shall be detailed within submissions for this item.

- All work shall be consistent with the intent of the permit issued by the Conservation Authority and Department of Fisheries and Oceans Canada best practices.

SP7.2 Specifications

- OPSS.MUNI 182, 805

SP7.3 Submittals

Prior to initiating any excavating, grading or filling, the Contractor shall submit their Isolation and Diversion Plan detailing their proposed method of watercourse control, worksite isolation, erosion and sediment control and dewatering of excavations as required to carry out the works. The plan shall indicate all locations, materials, sequencing and methodology of the work, and must bear the seal and signature of a Professional Engineer licensed to practice in the Province of Ontario. The Contractor shall be wholly responsible for the design and implementation of all dewatering schemes and the adequacy of these methods. All proposed methods shall conform to the requirements of regulatory agency permits, approvals and best practices.

If the Contractor requires a temporary crossing of the watercourse diversion, Working Drawings of the crossing shall be provided to the Contract Administrator for review. The Working Drawings shall be sealed by a Professional Engineer Licensed to practice in the Province of Ontario.

SP7.4 Measurement & Payment

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. Progress payments shall be made as follows:

- 30% payable upon installation;
- 50% prorated over the construction period; and
- 20% payable upon removal.

SP8 FISH RESCUE

The Contractor shall perform the work in accordance with the items detailed below.

SP8.1 Scope of Work

- The Contractor shall retain the services of a qualified aquatic biologist to relocate fish stranded within the work area to a suitable habitat downstream using appropriate capture, handling and release techniques.
- A Scientific Collectors Permit from the Ministry of Northern Development, Mines, Natural Resources and Forestry (MNDMNR) is required prior to conducting any fish rescue. Proof that the Contractor's qualified aquatic biologist has applied for and received this permit is required prior to mobilization and commencement of the work. The costs to prepare and apply for this permit, including permit application fees, as well as any reporting that is required as part of the permit are to be included in the bid price for this item.
- The Owner and Contract Administrator shall not be responsible for any delays in construction due to the Contractor's inability to obtain a permit from the MNDMNR.

SP8.2 Submittals

- Proof of Scientific Collectors Permit
- Fish collection site report or other reporting required as part of the permit
- Confirmation that all deliverables have been submitted to the permitting agency

SP8.3 Measurement & Payment

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. The Owner reserves the right to withhold up to 80% of the value of this item until confirmation of receipt of all permit deliverable requirements is received from any and all permitting authorities is provided to the Owner.

No payment will be provided until the Contractor provides proof of receipt of the required permit.

The number of fish rescues that will need to occur as part of this project is dependent on the Contractor's worksite isolation and diversion methodology. This item is to include for all occurrences of fish rescue required for the Contractor's methodology.

SP9 DEWATERING STRUCTURE EXCAVATIONS

The Contractor shall perform the work in accordance with the items detailed below.

SP9.1 Scope of Work

- All work associated with surface water and groundwater control, which may be required to complete works in the dry.
- Maintaining the integrity of the excavated surfaces at all times.
- Maintaining and managing water quality.
- Obtaining all necessary permits and approvals for dewatering that may be required, including all costs associated with application fees and the preparation of applications.
- Supply of stand-by power and/or a pumping system if required.
- Sound suppression, as required to meet all applicable Municipal By-Laws.
- Prepare all applicable documentation, including, but not limited to dewatering plans, which demonstrate the water taking will not adversely impact the environment. The extent and details of the dewatering scheme (well size, spacing, pump level, screen size and wick gradation) are left solely to the Contractor's discretion to achieve the performance objectives for stable slopes and dry working conditions and will be based on their own interpretation and analysis of site conditions, equipment, experience and plant efficiency. Dewatering plans shall be prepared by a Qualified Person (QP, P. Eng or P. Geo) and reviewed by the Contract Administrator.
- The Contractor may choose to verify site conditions (via boreholes, test pits, monitoring wells, etc.) prior to completing and submitting a design of the construction dewatering system. There will be no additional payment for this work.
- Maintaining a record of all water takings. The record is to include the dates and duration of dewatering and the daily average taking rate and daily total volume taken. Calibrated flow measuring devices shall be used to measure flow and volume. The Contractor is to keep all required records up to date and available at the subject site of the water taking where they can be reviewed immediately by a regulatory official/officer upon request.
- Water pumped or removed from excavations by any means, shall not be discharged directly into any watercourse. All discharge points of pumps used in dewatering the work shall be directed to a sediment/settling pond or basin, filter bags, or well-vegetated area located away from the watercourse to permit the natural filtration/settlement of escaping sediment. The locations of discharge points shall be subject to the approval of the Contract Administrator. The construction and maintenance of sediment/settling ponds or basins, including the removal of sediment, shall be considered to be included as part of this item.

SP9.2 Specifications

OPSS.MUNI 517, 902 including Appendix 902-B

SP9.3 Submittals

The Contractor shall submit the following to the Contract Administrator:

- Detailed drawings and specifications for the proposed method of dewatering the excavation.

All submissions must bear the seal and signature of a Professional Engineer licensed to practice in the Province of Ontario. The Contractor shall be wholly responsible for the design and implementation of all dewatering schemes and the adequacy of these methods.

SP9.4 Measurement & Payment

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. Progress payments shall be made as follows:

- 30% payable upon installation;
- 50% prorated over the construction period; and
- 20% payable upon removal.

The Contractor shall assume full responsibility for all aspects of dewatering. No additional compensation will be considered for any cause.

SP10 CLEARING, GRUBBING AND REMOVAL OF GROUND COVER/VEGETATION

The Contractor shall perform the work in accordance with the items detailed below.

SP10.1 Scope of Work

- Identification, layout and review all areas to be cleared and grubbed with the Contract Administrator prior to proceeding with the work.
- Preservation of trees and vegetation in protection areas should be considered of the utmost importance throughout the duration of the Contract and, as such, special care must be taken to ensure that trees within the protection areas are not damaged by the clearing and grubbing operations. The Contractor shall be responsible for staking out the limits of property along the boundary of the development and to identify any potential boundary trees prior to removal or selective trimming of overhanging branches.

- Clear and grub all work areas as shown on the Contract Drawings and/or as directed by the Contract Administrator.
- All felled material, windfall, brush, embedded logs, stumps, roots, chipped or ground branches, logs and excess material within areas to be cleared shall be removed from the site and disposed of in accordance with OPSS.MUNI 180. This includes all materials felled prior to mobilization by the Contractor but located within the project area (e.g., logs/debris downstream of existing culvert).
- Remove and dispose of all vegetation and ground cover in areas requiring excavation, grading, cutting or filling as part of the Work.
- The Owner shall be responsible for obtaining permission from adjacent property owners to permit the removal of boundary trees. The Contractor shall confirm permission has been obtained in writing prior to removing boundary trees.
- The Contractor must be aware of the Migratory Birds Convention Act and Species at Risk Act as it relates to harming migratory birds or destroying their habitat and carry out the work in compliance with the Act.

SP10.2 Specifications

OPSS.MUNI 180, 201, 510

SP10.3 Measurement & Payment

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.

SP11 REMOVAL OF ASPHALT PAVEMENT, FULL DEPTH

The Contractor shall perform the work in accordance with the items detailed below.

SP11.1 Scope of Work

- Full-depth asphalt removal at locations identified on the Contract Drawings and disposal at an offsite location arranged and paid for by the Contractor. Refer to the geotechnical boreholes for anticipated asphalt thicknesses. Where actual asphalt thickness differs by more than 150 mm from the anticipated thickness, an adjustment to the unit price will be negotiated.
- Saw-cutting and milling existing asphalt at limits of removal.
- Provide transitions or temporary ramping at the limits of removals as well as the removal of any temporary transitions or ramping;

- Sweeping and cleanup to the satisfaction of the Contract Administrator.

SP11.2 Specifications

OPSS.MUNI 180, 510

SP11.3 Measurement & Payment

Measurement for payment shall be actual quantity, and the unit of measurement is square metres.

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

There will be no separate payment made for work such as saw-cutting, sweeping, loading, hauling and disposal of removed asphalt material and debris, all of which are deemed to be included in the work.

SP12 EARTH EXCAVATION AND EXCESS SOIL MANAGEMENT

The Contractor shall perform the work in accordance with the items detailed below.

SP12.1 Scope of Work

- Preparation of an Excess Soil Management Plan by the Contractor's Qualified Person (QP-C). The QP-C shall meet the requirements of O.Reg. 406/19 and 153/04.
- Excavation required to complete the work including offsite disposal at a location arranged for and paid for by the Contractor. This includes excavation and offsite disposal of the granular berm (winter sand) installed by the Owner as part of road closure operations. Material from the granular berm to be delivered by the Contractor to the Patterson Operations Yard 1078 Raymond Road, Utterson. There will be no tipping fees at the Operations Yard.
- Excavate, stockpile and reuse existing rock protection, as appropriate.
- Construct, maintain and remove temporary haul routes as required.
- Inspection of the founding soils by the Contractor's Geotechnical Engineer to ensure soil conditions encountered at the time of construction are suitable to support the design. Any disturbed or unsuitable native material identified during the inspection shall be removed, upon authorization of the Contract Administrator.
- Remove and replace any fill material that becomes contaminated due to Contractor's activity at no extra cost to the Contract.

- All temporary stockpiles are to be located a minimum of 30 m away from watercourses, wetlands or other sensitive natural features. Stockpiles must maintain proper clearance from overhead hydro lines as dictated by the hydro authority.
- It is the Owner's opinion that the nature of this project does not meet the requirements for submitting a Notice of Registry to the Ministry. Upon award, if the Contractor's QP-C believes that registry is required, further discussions will be had at that time and any additional costs for a registry, if deemed required, will be compensated as Extra Work.

SP12.2 Specification

OPSS.MUNI 180, 206, 902

SP12.3 Submittals

The Contractor shall provide an Excess Soil Management Plan prior to mobilization detailing the following information:

- Identification of QP-C and how QP-C will administer the Excess Soil Management Plan;
- List of proposed disposal sites and documentation that the site is licensed to receive the material (e.g., a Fill Permit from the local municipality);
- Identification of any additional testing requirements for disposal sites beyond those already provided for by the Owner within the geotechnical report and those required under O.Reg.406/19;
- List of information that has been supplied to the disposal sites regarding soil quality and characterization;
- Haul routes to proposed disposal sites;
- Estimated volume of material to be disposed of at each disposal site;
- Method for tracking/ticketing loads and ticket information including the date, time, quantity (volume), number of trucks (with specific numbering and license plate designation), driver contact information, removal location and disposal location;
- Sign-off requirements at disposal site; and,
- Completed OPSF 180-1 to -6 forms, as applicable.

The Contractor will submit the proposed Soil Management Plan to the Contract Administrator for review and continue to update and populate the required information of the Excess Soil Management Plan throughout the duration of construction. Upon completion of the works, the Contractor shall submit a final Excess Soil Management Plan including all completed forms, disposal volumes, locations and tracking of loads to the Owner.

SP12.4 Measurement & Payment

There is no measurement for payment of the Excess Soil Management Plan or Earth Excavation for Structure, unless the soil is identified as Waste or is deemed as additional excavation due to unsuitable subgrade material, in which case the measurement for payment will be cubic metres using truck box measurement.

The bid price for each respective item is to include costs for stockpiling of material or disposal including hauling and tipping fees, as appropriate.

Payment at the Contract lump sum price shall be full compensation for all labour, equipment and material to complete the work. Items marked as provisional shall only be used at the authorization of the Contract Administrator.

Progress payments for the Excess Soil Management Plan shall be as follows:

- 30% upon approval of the draft Excess Soil Management Plan; and,
- 70% upon receipt of the final Excess Soil Management Plan including all necessary documentation at the completion of the work.

Progress payments for earth excavation shall be proportionate to the level of work completed relative to the total work required under the item.

SP13 REMOVAL OF CULVERTS

The Contractor shall perform the work in accordance with the items detailed below.

SP13.1 Scope of Work

- The Contractor shall remove and dispose of existing structural plate corrugated steel pipes (SPCSP) as noted on the Contract Drawings.
- Sawcutting as required for removal.
- It is suggested that the Contractor visit the site to determine the work involved. No drawings are available for the existing structure.
- All removals from the existing structure, except as specifically noted otherwise, shall become the property of the Contractor and shall be disposed of off-site at a location arranged by the Contractor, at their own expense and to the satisfaction of the Contract Administrator.
- No part of any structure, including dirt and debris, shall be allowed to fall into the watercourse during removal. There must be no pollution of the watercourse by foreign material of any kind. Where larger debris enters the waterways, the Contractor shall remove the debris immediately. The Contractor is advised that the environmental

protection requirements of the Contract will be rigidly enforced, and that disturbance of the watercourse must be kept to a minimum and only as permitted in the Contract documents. No oil or gas operated equipment shall be allowed to enter the waterway during removals. Prior to removals, all earth material adjacent to or on top of the structure shall be removed and the concrete swept clean to limit debris entering the watercourse.

- Any damage caused as a result of the Contractor's operations under this item shall be repaired by the Contractor at their own expense to the complete satisfaction of the Contract Administrator.

SP13.2 Specifications

OPSS.MUNI 180, 510, 539

SP13.3 Submittals

The Contractor shall submit the following to the Contract Administrator:

- Removal plan including their full methodology for all removals, and methodology for protecting the watercourse from deposition of materials, debris and dirt.

SP13.4 Measurement & Payment

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 complete the work.

SP14 CULVERT BEDDING

The Contractor shall perform the work in accordance with the items detailed below.

SP14.1 Scope of Work

- Surface preparation of existing subgrade.
- Placement of culvert bedding material to a minimum depth of 300 mm below the invert of the proposed culvert pipes as a combination of Granular 'A' in maximum 150 mm lifts and 19 mm clear stone wrapped in geotextile in maximum 150 mm lifts shaped to receive pipes and compacted to 100% SPMDD as noted on the Contract Drawings.
- The Contractor shall not place any bedding material until the existing subgrade has been inspected and approved by the Contractor's Geotechnical Engineer. Any disturbed or unsuitable soil identified by the Contractor's Geotechnical Engineer shall be removed and replaced with additional bedding material.

- Culvert bedding shall be placed immediately after excavation and review in order to protect founding soils.
- The Contractor's Geotechnical Engineer shall perform a subgrade inspection of the existing subgrade material to confirm competency prior to placing any granular material.
- Materials testing services as per OPSS requirements to verify conformance of the supplied material shall be provided by the Contractor.
- If unsuitable soils are discovered at the underside of the proposed excavation for culvert bedding, and under the direction of the Contractor's Geotechnical Engineer with approval from the Contract Administrator, the Contractor shall excavate such unsuitable soils and reinstate with 19 mm clear stone wrapped in geotextile. These efforts will be compensated under the appropriate provisional items upon approval by the Contract Administrator.

SP14.2 Specifications

OPSS.MUNI 314, 422

SP14.3 Measurement & Payment

There will be no measurement of payment for the Culvert Bedding item.

Payment at the Contract lump sum price shall be full compensation for all labour, equipment and materials to complete the work.

Measurement for payment of additional bedding material, if approved by the Contract Administrator, shall be actual quantity and the unit of measurement is tonnes.

Payment at the Contract unit price shall be full compensation for all labour, equipment and materials to complete the work, including placement of geotextile.

All materials testing work completed by the Contractor's Geotechnical Engineer shall be compensated for under the Allowance for Materials Testing item of the Contract including the subgrade inspection, upon approval from the Contract Administrator.

SP15 SHEET PILE CUT-OFF WALL (MATERIAL SUPPLIED BY OWNER)

The Contractor shall perform the work in accordance with the items below:

SP15.1 Scope of Work

- Install galvanized steel sheet pile cut-off wall and caps dimensions and arrangement on the Contract Drawings and manufacturer shop drawings. The Owner will supply the Contractor with the steel sheeting, caps and rolled angles as noted on the Contract

Drawings including connection hardware. The Owner is responsible for payment of delivery of the material to site.

- Sheet piles will be supplied at approximately 3 m lengths. The Contractor will be required to cut the sheets to the length required to suit the curvature of the CSP culvert. Details on the exact dimensions of the CSP culvert can be obtained from Armtec prior to cutting the sheets. All surplus cut material shall be disposed of and cut surfaces shall receive touch-ups with two coats of zinc-rich paint per CSA G401.
- Rolled angles and sheeting cap are anticipated to be supplied in lengths exceeding what is required. The Contractor shall cut material to length to fit the installed condition of sheet piling including disposal of excess material and touch-ups with two coats of zinc-rich paint per CSA G401.
- The Contractor will be responsible for field drilling / blowing of holes necessary for bolted connections, including necessary touch-ups with two coats of zinc-rich paint per CSA G401.
- The Contractor shall install all connections noted on the Contract Drawings (including sheet pile connections to the pipe culvert).
- The Contractor shall provide 3 weeks notice of required delivery date for materials to the site. The Contractor shall have sufficient equipment on site to unload all materials and store in a dry location protected from construction activity until installation.
- Material shall be handled and stored in a manner to prevent damage. Fabric/cloth slings for lifting shall be used so that mass is evenly distributed material is not subjected to excessive bending stress.
- All material damaged through handling or installation shall be assessed and repaired or replaced by the Contractor at no additional expense to the Owner.
- All material for this item is being supplied by Armtec, who can be reached at the following contact information regarding questions about handling, installation and material properties: Darren Bauman, Regional Engineering Sales Specialist, 519-831-4470, Darren.Bauman@armtec.com.

SP15.2 Specifications

OPSS.MUNI 421, 903

SP15.3 Measurement & Payment

There will be no measurement for payment.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work (other than material explicitly noted as being provided by the Owner).

SP16 3600 MM DIAMETER POLYMER COATED CORRUGATED STEEL PIPE CULVERT, ROUND (MATERIAL SUPPLIED BY OWNER)

The Contractor shall perform the work in accordance with the items below:

SP16.1 Scope of Work

- Install polymer coated corrugated steel pipe round culvert to the dimensions, alignment, and arrangement on the Contract Drawings. The Owner will supply the Contractor with the culvert pipe sections including necessary couplers complete with gaskets. Each culvert section is anticipated to be supplied in 8 m lengths, requiring 2 couplers per 24 m culvert barrel. The Owner is responsible for payment of delivery of the material to site.
- All joints shall be wrapped with geotextile as noted on the Contract Drawings. Geotextile will not be supplied by the Owner.
- The Contractor shall provide 3 weeks notice of required delivery date for materials to the site. The Contractor shall have sufficient equipment on site to unload all materials and store in a dry location protected from construction activity until installation.
- Material shall be handled and stored in a manner to prevent damage. Fabric/cloth slings for lifting shall be used so that mass is evenly distributed material is not subjected to excessive bending stress.
- All material damaged through handling or installation shall be assessed and repaired or replaced by the Contractor at no additional expense to the Owner.
- All material for this item is being supplied by Armtec, who can be reached at the following contact information regarding questions about handling, installation and material properties: Darren Bauman, Regional Engineering Sales Specialist, 519-831-4470, Darren.Bauman@armtec.com.

SP16.2 Specifications

OPSS.MUNI 421

SP16.3 Measurement & Payment

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 (other than material explicitly noted as being provided by the Owner).

No separate payment shall be provided for supply and installation of geotextile.

SP17 GRANULARS (STRUCTURE BACKFILL)

The Contractor shall perform the work in accordance with the items detailed below.

SP17.1 Scope of work:

- Supply, place and fine grade the Granular A and Granular B for backfilling all structures and frost tapers and compact to 100% of material's Standard Proctor Maximum Dry Density (SPMDD), to the limits shown on the Contract Drawings, noted on the applicable OPSDs, and/or as directed by the Contract Administrator.
- Materials testing and compaction services as per OPSS requirements to verify conformance of the supplied material shall be provided by the Contractor.
- Granular that is frozen shall not be placed in any location where Granular is specified.
- Granular material that is stockpiled on site is to be removed from the site prior to Contract completion or as directed by the Contract Administrator.
- This item is separate from any remaining Granular A or B for roadway within the reconstructed area shown on the Contract Drawings.
- Materials testing services as per OPSS requirements to verify conformance of the supplied material shall be provided by the Contractor.
- In no case shall any material be placed until it has been submitted for testing and is approved by the Contract Administrator. The Contract Administrator will carry out quality assurance testing on samples obtained at regular intervals throughout the Contract. Non-conforming material that has been incorporated into the work shall be removed and replaced with conforming material, or subjected to a payment reduction, as determined by the Contract Administrator.

SP17.2 Specifications:

OPSS.MUNI 902

SP17.3 Measurement & Payment

Measurement for payment shall be actual quantity and the unit of measurement is tonnes.

Payment at the Contract price shall be full compensation for all labour, equipment and materials to complete the work.

All materials testing work completed by the Contractor's Geotechnical Engineer shall be compensated for under the Allowance for Materials Testing item of the Contract, upon approval from the Contract Administrator.

SP18 RIP-RAP ON GEOTEXTILE

The Contractor shall perform the work in accordance with the items detailed below.

SP18.1 Scope of Work

- Surface preparation of existing subgrade.
- Supply of rip-rap at the gradation and location noted on the Contract Drawings including geotextile fabric where specified. Geotextile is not required for rip-rap placed below the normal water level.
- Placement of rip-rap as specified and as detailed on the Contract Drawings. Upon placement, complete additional grading, levelling and mixing to provide uniform appearance at Contract grades.
- Material shall not be dropped more than 1.0 m during final placement.

SP18.2 Specifications

OPSS.MUNI 511

SP18.3 Measurement & Payment

Measurement for payment shall be actual quantity of rip-rap placed and the unit of measurement is tonnes. No payment will be made until weigh-scale tickets for material are provided indicating gross, tare and net weight of vehicle, job site identification and date of delivery. Only material that approved by the Contract Administrator on the dates of delivery will be recommended for payment.

Payment at the Contract price shall be full compensation for all labour, equipment and material to do the work. Material placed outside the limits shown on the Contract Drawings or beyond limits demarcated by the Contract Administrator in the field will be deducted from the total payment quantity.

No separate payment shall be provided for supply and installation of geotextile.

SP19 REINFORCED CONCRETE DISTRIBUTION SLAB

The Contractor shall perform the work in accordance with the items detailed below.

SP19.1 Scope of Work

- Cutting and bending of all reinforcing steel.
- Supporting reinforcing steel on approved bar supports.
- Supply and place all reinforcing steel as indicated on the Contract Drawings.
- Reinforcing steel shall be delivered to the site free of corrosion and stored to prevent exposure to moisture. Reinforcing steel displaying excessive corrosion may be rejected by the Contract Administrator and require cleaning or replacement by the Contractor at no additional cost to the Owner.
- All reinforcing steel shall be placed and spaced using standard accessories to limit movement during concrete placement in accordance with the Reinforcing Steel Institute of Canada's Manual of Standard Practices. All splices shall be Class B, unless otherwise noted. All installed reinforcing steel is to be made available for review by the Contract Administrator prior to any concrete pours. A minimum of 48 hours of notice is required for review of reinforcing steel.
- Supply and installation of concrete as detailed on the Contract Drawings including necessary chamfers, waterstops and/or keyways as specified.
- Preparation of surfaces against which concrete is to be poured.
- Design, supply, installation and removal of all required formwork and false work.
- Curing and finishing of the concrete.
- All concrete shall be supplied in accordance with the "Performance Specification Alternative" of OPSS.MUNI 1350 and shall meet the strength and exposure class requirements indicated on the Contract Drawings.
- The method of concrete placement shall be proposed by the Contractor. Acceptable methods include buckets, trucks, conveyors and pumps. The method shall be selected by the Contractor to ensure adequate flow and placement of concrete without segregation or other adverse effects to the concrete.
- Concrete shall be finished to the elevations shown on the Contract Drawings by use of a Truss Screed machine or equivalent.
- The work shall include for all drains, date figures, blockouts, drip edges, chamfers and miscellaneous metals as shown on the Contract Drawings or as required for construction of the work.

- Cold weather protection during curing is to be included in the bid price for this item, as required by the Contractor's schedule.
- Work shall not proceed until the Contract Administrator has reviewed the submittals and provided authorization for the Contractor to proceed with the work.
- Materials testing services as per OPSS requirements to verify conformance of the supplied material shall be provided by the Contractor.

SP19.2 Submittals

The Contractor shall submit the following to the Contract Administrator:

- Working Drawings and steel bar lists.
- Concrete mix designs.
- Aggregate sources and test results and certification that the aggregates do not contain chert or other deleterious substances or materials prone to causing pop-outs in the concrete.

SP19.3 Measurement & Payment

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.

All materials testing work completed by the Contractor's Geotechnical Engineer shall be compensated for under the Allowance for Materials Testing item of the Contract, upon approval from the Contract Administrator.

SP20 WATERPROOFING

The Contractor shall perform the work in accordance with the items detailed below.

SP20.1 Scope of Work

- Surface preparation of surfaces to receive waterproofing.
- Supply and install hot applied rubberized waterproofing membrane on the distribution slab.
- Tack coat application on the concrete surface.
- Supply and install membrane reinforcement over joints and cracks in the concrete surface.
- Supply and install protection board.

- No sampling or testing of the waterproofing membrane, waterproofing membrane reinforcement, tack coat and protection board shall be required. The Contractor shall provide manufacturer test results to the Contract Administrator.

SP20.2 Specifications

OPSS.MUNI 914

SP20.3 Submittals

The Contractor shall submit the following for review and acceptance by the Contract Administrator:

- Specifications for all materials to be used a minimum of two weeks prior to the work.

SP20.4 Measurement & Payment

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.

SP21 GRANULARS (ROAD BASE, SUBBASE & SHOULDERS)

The Contractor shall perform the work in accordance with the items detailed below.

SP21.1 Scope of Work

- Stockpile locations, if required, shall be proposed by the Contractor for review and approval by the Contract Administrator.
- Supply, place and fine grade the specified depth and type of granular material and compact to 100% of material's Standard Proctor Maximum Dry Density (SPMDD), as shown on the Contract Drawings and/or as directed by the Contract Administrator.
- Prepare and proof roll Granular B to the satisfaction of the Contract Administrator prior to placement of Granular A.
- Prepare and proof roll Granular A to the satisfaction of the Contract Administrator prior to placement of asphalt.
- Granular that becomes contaminated due to Contractor's activity shall be removed and replaced at no extra cost to the Contract.
- Granular that is frozen shall not be placed in any location where Granular is specified.
- Granular material that is stockpiled on site is to be removed from the site prior to Contract completion or as directed by the Contract Administrator.

- The Contractor shall submit grade checks in accordance with OPSS.MUNI 314, certifying the grade, cross-section and crossfall (checked a minimum of every 20 m) are within the applicable horizontal and vertical grading tolerances, prior to the placement of Granular A.
- The Contractor shall submit grade checks in accordance with OPSS.MUNI 314, certifying the grade, cross-section and crossfall (checked a minimum of every 20 m) are within the applicable horizontal and vertical grading tolerances for Granular A wearing surfaces.
- Materials testing and compaction services as per OPSS requirements to verify conformance of the supplied material shall be provided by the Contractor.

SP21.2 Specifications

OPSS.MUNI 314

SP21.3 Submittals

The Contractor shall submit the following to the Contract Administrator:

- Aggregate testing results confirming material meets specifications prior to delivery to site.
- Grade checks.

SP21.4 Measurement & Payment

Measurement for payment shall be actual quantity and the unit of measurement is tonnes.

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

All materials testing work completed by the Contractor's Geotechnical Engineer shall be compensated for under the Allowance for Materials Testing item of the Contract, upon approval from the Contract Administrator.

SP22 HOT MIX HL 4 (50 MM SURFACE COURSE)

The Contractor shall perform the work in accordance with the items detailed below.

SP22.1 Scope of Work

- Layout all edges of pavement and lane joints prior to placement of asphalt. All longitudinal pavement joints shall be placed in accordance with the lane width and taper locations indicated in the Contract Documents.

- Saw cut all existing asphalt joints to provide a straight edge.
- Fine grade and compact the granular base material to the satisfaction of the Contract Administrator immediately prior to placing binder course asphalt.
- Install temporary ramping as required to facilitate vehicular and pedestrian traffic.
- Install lap joints as specified on Contract Drawings.
- Supply and place tack coat at all lap joints, and on all new and existing surfaces between lifts of course asphalt as required to ensure proper adhesion the asphalt.
- Grind and remove temporary ramping as required.
- Supply and place the specified depth of hot mix asphalt and compact as specified in OPSS.MUNI 310 Table 10 as shown on the Contract Drawings and/or as directed by the Contract Administrator.
- Materials testing and compaction services as per OPSS requirements to verify conformance of the supplied material shall be provided by the Contractor.

SP22.2 Specifications

OPSS.MUNI 310

SP22.3 Submittals

The Contractor shall submit the following to the Contract Administrator:

- Mix designs 2 weeks prior to placement of asphalt.
- Paving plan a minimum 2 weeks prior to paving operations. The plan shall show the proposed sequence of paving operations, lane widths, joint locations, tack coat application rates and transitions to existing asphalt. A site meeting shall be held a minimum one week prior to paving operations to review and discuss the paving plan.

SP22.4 Measurement & Payment

Measurement for payment shall be actual quantity and the unit of measurement is tonnes.

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

The Contract unit price for hot mix asphalt will remain in effect for two years, subject to asphalt cement price index adjustments as described within OPSS.MUNI 310, Appendix 310-B. The Contractor shall submit an asphalt cement price index adjustment calculation with the monthly progress claim for review by the Contract Administrator.

No payment will be made to re-saw cut edges that were damaged due to construction activity.

All materials testing work completed by the Contractor's Geotechnical Engineer shall be compensated for under the Allowance for Materials Testing item of the Contract, upon approval from the Contract Administrator.

SP23 GRANULAR SEALING

The Contractor shall perform the work in accordance with the items detailed below.

SP23.1 Scope of Work

- Under this item, the Contractor shall apply sealer to granular shoulders, shoulder rounding and other designated areas, including the work for surface preparation of these areas. These locations include the following:
- OPSS.MUNI 305 Subsection 305.05 is modified by the removal of c) Type III: Tall oil pitch (TOP) emulsion according to OPSS 2510. Granular sealer shall be a product listed on the MTO Designated Sources of Materials list 3.05.30 noted to be suitable for use as Granular Sealer.

SP23.2 Specifications

OPSS.MUNI 305

SP23.3 Measurement & Payment

Measurement for payment shall be actual quantity and the unit of measurement is square metres.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work. No payment shall be made for overlapping areas of application.

SP24 FORM AND FILL GROOVES

The Contractor shall perform the work in accordance with the items detailed below.

SP24.1 Scope of Work

- Install grooves filled with hot-poured asphalt sealing compound at the locations shown on the Contract Drawings or as directed by the Contract Administrator.
- Cleaning of grooves prior to installed asphalt sealing compound.

SP24.2 Specifications

OPSS.MUNI 914

SP24.3 Measurement & Payment

Measurement for payment shall be actual quantity and the unit of measurement is metres.

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

SP25 GUIDE RAIL

The Contractor shall perform the work in accordance with the items detailed below.

SP25.1 Scope of Work

- Supply and place Type M steel beam guide rail as shown on the Contract Drawings, including all required blocking, posts, fittings, transition elements, connections to structures, delineator posts, reflectorized strips and signage. All offset blocks are to be plastic. Standard guide rail to be per OPSD 912.185 unless noted otherwise.
- Supply and place base-platted guide rail posts including doweling, anchorages, adhesives and hardware. The Contractor shall layout post locations for the Contract Administrator's review prior to installation.
- Supply and place Type M steel beam energy attenuating terminal systems as shown on the Contract Drawings, including all required blocking, posts, fittings, transition elements, connections to structures, delineator posts, reflectorized strips and signage. All offset blocks are to be plastic.
- The Contractor is to note the location of existing utilities identified on the Contract Drawings.
- Reflectors shall be installed on the top of steel beam guide rail posts as per the requirements of OPSS 721.07.03.02.
- This Item shall include the supply and installation of Object Warning Markers and Oversize Snowplow Markers per OPSD 984.201 or 984.202, as applicable.

SP25.2 Specifications

OPSS.MUNI 721, 732

SP25.3 Measurement & Payment

Measurement for payment of single rail steel beam guide rail shall be actual quantity and the unit of measurement is linear metres.

Measurement for payment of base-plated guide rail posts shall be actual quantity and the unit of measurement is each post installed, complete.

Measurement for payment of steel beam energy attenuating terminal systems shall be plan quantity and the unit of measurement is each system installed complete. Each system is considered to be 15 m in total length.

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

SP26 WIDEN EMBANKMENT FOR STEEL BEAM ENERGY ATTENUATING TERMINAL SYSTEM

The Contractor shall perform the work in accordance with the items detailed below.

SP26.1 Scope of Work

- Strip topsoil and stockpile.
- Place excess fill from areas excavated for structure replacement to provide grades as noted on the Contract Drawings. Where insufficient stockpiled material exists, import Granular B at the authorization of the Contract Administrator.
- Place topsoil from stockpile.

SP26.2 Specifications

OPSS.MUNI 206.

SP26.3 Measurement & Payment

Measurement shall be plan quantity and the unit of measurement is each embankment widened to accommodate the steel beam energy attenuating terminal system (complete).

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

SP27 SITE RESTORATION

The Contractor shall perform the work in accordance with the items detailed below.

SP27.1 Scope of Work

- Removal of debris and surplus material.

- Grading and placement of salvaged fill to achieve the required slopes and grades of the Contract Drawings, compacted to 95% of the Maximum Dry Density unless noted otherwise.
- Placement of salvaged topsoil at a minimum depth of 150 mm.
- All stones, roots, etc. to be removed from topsoil and disposed of at an off-site location prior to fine grading.
- Roll and rake topsoil as required to create a consistent surface that is suitable to accept the proposed ground cover.
- Importing of topsoil as required to achieve a minimum thickness of 150 mm.
- Application of Standard Roadside Mix seed supplemented with an annual nurse crop seed (Fall Rye or Winter Wheat) in accordance with OPSS 804, applied at a rate of 22 kg/ha applied hydraulically with bonded fibre matrix or approved equivalent.

SP27.2 Specifications

OPSS.MUNI 802, 804

SP27.3 Measurement & Payment

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.

SP28 BIAXIAL GEOGRID

The Contractor shall perform the work in accordance with the items detailed below.

SP28.1 Scope of Work

- Supply and install bi-axial geogrid in culvert bedding layers as directed by the Contract Administrator.
- Geogrid reinforcement shall be Terrafix Combigrid 40/40 or approved equivalent. Geotextile may be supplied as either attached to the geogrid by the manufacturer or laid separately below the geogrid. Geotextile shall be Terrafix 270R or equivalent.
- Unless otherwise specified by the manufacturer's installation guide, geogrid shall be stored away from direct exposure to sunlight during transport and staging on site. Geogrid shall be covered immediately after placement with bedding/backfill cover.
- Overlaps shall be minimum 300 mm wide for all materials.

SP28.2 Specifications

OPSS.MUNI 805

SP28.3 Measurement & Payment

Measurement for payment shall be actual quantity and the unit of measurement is square metres.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work. No payment shall be made for overlapping areas of application.

SP29 CONTINGENCY ALLOWANCE

The Contingency Allowance provides for additional or extra work that may be required during the course of the Contract.

This item may be drawn upon only for work completed in accordance with a Change Order approved by the Owner.

SP30 MATERIALS TESTING ALLOWANCE

The Materials Testing Allowance provides for expenditures related to materials testing services provided as specified in the Contract or as requested by the Contract Administrator throughout construction.

Payment will only be provided upon authorization of services from the Contract Administrator and submission of an invoice for authorized services. The Owner will permit a 10% Contractor Markup of all submitted invoices from the Contractor's geotechnical engineer for materials testing.

Appendix A:
Ontario Provincial Standards
General Conditions of Contract
(Nov 2024)



OPSS MUNI GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

SECTION GC 1.0 - INTERPRETATION

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

SECTION GC 2.0 - CONTRACT DOCUMENTS

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

SECTION GC 3.0 - ADMINISTRATION OF THE CONTRACT

GC 3.01	Contract Administrator's Authority.....	16
GC 3.02	Working Drawings	17
GC 3.03	Right of the Contract Administrator to Modify Methods and Equipment	18
GC 3.04	Emergency Situations	18
GC 3.05	Layout Information.....	18
GC 3.06	Extension of Contract Time.....	18
GC 3.07	Delays	19
GC 3.08	Assignment of Contract.....	20
GC 3.09	Subcontracting by the Contractor.....	20
GC 3.10	Changes	20
GC 3.10.01	Changes in the Work.....	20
GC 3.10.02	Extra Work.....	21
GC 3.10.03	Additional Work	21
GC 3.11	Notices	21
GC 3.12	Use and Occupancy of the Work Prior to Substantial Performance	22
GC 3.13	Claims, Negotiations, Mediation.....	22
GC 3.13.01	Continuance of the Work.....	22
GC 3.13.02	Record Keeping.....	22
GC 3.13.03	Claims Procedure.....	22
GC 3.13.04	Negotiations	23
GC 3.13.05	Mediation	23
GC 3.13.06	Payment	23
GC 3.13.07	Rights of Both Parties.....	24

GC 3.14	Arbitration	24
GC 3.14.01	Conditions for Arbitration	24
GC 3.14.02	Arbitration Procedure	24
GC 3.14.03	Appointment of Arbitrator	24
GC 3.14.04	Costs	25
GC 3.14.05	The Decision	25
GC 3.15	Archaeological Finds	25

SECTION GC 4.0 - OWNER'S RESPONSIBILITIES AND RIGHTS

GC 4.01	Working Area.....	26
GC 4.02	Approvals and Permits	26
GC 4.03	Management and Disposition of Materials	26
GC 4.04	Construction Affecting Railway Property	27
GC 4.05	Default by the Contractor	27
GC 4.06	Contractor's Right to Correct a Default	27
GC 4.07	Owner's Right to Correct a Default	28
GC 4.08	Termination of Contractor's Right to Continue the Work	28
GC 4.09	Final Payment to Contractor	29
GC 4.10	Termination of the Contract.....	29
GC 4.11	Continuation of Contractor's Obligations.....	29
GC 4.12	Use of Performance Bond	29
GC 4.13	Payment Adjustment	29

SECTION GC 5.0 - MATERIAL

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

SECTION GC 6.0 - INSURANCE, PROTECTION AND DAMAGE

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

GC 6.03.06	Contractor's Equipment Insurance	36
GC 6.03.07	Insurance Requirements and Duration	37
GC 6.04	Bonding	37
GC 6.05	Workplace Safety and Insurance Board.....	37

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

GC 7.01	General.....	38
GC 7.01.01	Site Visit.....	38
GC 7.01.02	Commencement of Work.....	38
GC 7.01.03	Control and Responsibility	38
GC 7.01.04	Compliance with the Occupational Health and safety Act	38
GC 7.01.05	Contractor's Representatives	39
GC 7.01.06	Assistance to the Contract Administrator	40
GC 7.01.07	Schedule	40
GC 7.01.08	Errors and Inconsistencies as Relating to the Contract	40
GC 7.01.09	Utilities	40
GC 7.02	Monuments and Layout.....	41
GC 7.03	Working Area.....	42
GC 7.04	Damage by Vehicles or Other Equipment.....	42
GC 7.05	Excess Loading of Motor Vehicles	42
GC 7.06	Maintaining Roadways and Detours	42
GC 7.07	Access to Properties Adjoining the Work and Interruption of Utility Services.....	43
GC 7.08	Approvals and Permits	44
GC 7.09	Suspension of Work	44
GC 7.10	Contractor's Right to Stop the Work or Terminate the Contract	44
GC 7.11	Notices by the Contractor.....	45
GC 7.12	Environmental Incident Management.....	45
GC 7.13	Obstructions	46
GC 7.14	Limitations of Operations	46
GC 7.15	Cleaning Up Before Acceptance	46
GC 7.16	Warranty	46
GC 7.17	Contractor's Workers.....	47
GC 7.18	Drainage	47

SECTION GC 8.0 - MEASUREMENT AND PAYMENT

GC 8.01	Measurement	48
GC 8.01.01	Quantities	48
GC 8.01.02	Variations in Tender Quantities.....	48
GC 8.02	Payment	49
GC 8.02.01	Non-Resident Contractor	49
GC 8.02.02	Price for Work.....	49
GC 8.02.03	Advance Payments for Material	49
GC 8.02.04	Certification and Payment	50
GC 8.02.04.01	Progress Payment.....	50
GC 8.02.04.02	Certification of Subcontract Completion.....	50
GC 8.02.04.03	Subcontract Statutory Holdback Release Certificate and Payment.....	51
GC 8.02.04.04	Certification of Substantial Performance.....	51

GC 8.02.04.05	Substantial Performance Payment and Substantial Performance Statutory Holdback Release Payment Certificates	52
GC 8.02.04.06	Certification of Completion	52
GC 8.02.04.07	Completion Payment and Completion Statutory Holdback Release Payment Certificates	52
GC 8.02.04.08	Interest	53
GC 8.02.04.09	Interest for Late Payment	53
GC 8.02.04.10	Interest for Negotiations and Claims	53
GC 8.02.04.11	Owner's Set-Off	54
GC 8.02.04.12	Delay in Payment	54
GC 8.02.05	Payment on a Time and Material Basis	54
GC 8.02.05.01	Definitions	54
GC 8.02.05.02	Daily Work Records	55
GC 8.02.05.03	Payment for Work	55
GC 8.02.05.04	Payment for Labour	55
GC 8.02.05.05	Payment for Material	56
GC 8.02.05.06	Payment for Equipment	56
GC 8.02.05.06.01	Working Time	56
GC 8.02.05.06.02	Standby Time	56
GC 8.02.05.07	Payment for Hand Tools	57
GC 8.02.05.08	Payment for Work by Subcontractors	57
GC 8.02.05.09	Submission of Invoices	57
GC 8.02.05.10	Payment Other Than on a Time and Material Basis	57
GC 8.02.05.11	Payment Inclusions	58
GC 8.02.06	Final Acceptance Certificate	58
GC 8.02.07	Records	58
GC 8.02.08	Taxes	58
GC 8.02.09	Liquidated Damages	59

SECTION GC 1.0 - INTERPRETATION

GC 1.01 Captions

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

GC 1.02 Abbreviations

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

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

GC 1.03 Gender and Singular References

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

GC 1.04 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Day means a calendar day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Monument means either a Property Monument or a Control Monument.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Provisions mean directions containing requirements specific to the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Working Day means any Day,

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

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

GC 1.05 Ontario Traffic Manual

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

GC 1.06 Final Acceptance

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

GC 1.07**Interpretation of Certain Words**

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

SECTION GC 2.0 - CONTRACT DOCUMENTS

GC 2.01 Reliance on Contract Documents

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

GC 2.02 Order of Precedence

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

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

SECTION GC 3.0 - ADMINISTRATION OF THE CONTRACT

GC 3.01 Contract Administrator's Authority

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

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

GC 3.02 Working Drawings

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

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

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

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

GC 3.04 Emergency Situations

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

GC 3.05 Layout Information

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

GC 3.06 Extension of Contract Time

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

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

GC 3.07 Delays

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

GC 3.08 Assignment of Contract

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

GC 3.09 Subcontracting by the Contractor

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

GC 3.10 Changes

GC 3.10.01 Changes in the Work

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

GC 3.10.02 Extra Work

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

GC 3.10.03 Additional Work

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

GC 3.11 Notices

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

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

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

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

GC 3.13 Claims, Negotiations, Mediation

GC 3.13.01 Continuance of the Work

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

GC 3.13.02 Record Keeping

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

GC 3.13.03 Claims Procedure

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

GC 3.13.04 Negotiations

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

GC 3.13.05 Mediation

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

GC 3.13.06 Payment

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

GC 3.13.07 Rights of Both Parties

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

GC 3.14 Arbitration

GC 3.14.01 Conditions of Arbitration

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

GC 3.14.02 Arbitration Procedure

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

GC 3.14.03 Appointment of Arbitrator

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

GC 3.14.04 Costs

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

GC 3.14.05 The Decision

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

GC 3.15 Archaeological Finds

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

SECTION GC 4.0 - OWNER'S RESPONSIBILITIES AND RIGHTS

GC 4.01 Working Area

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

GC 4.02 Approvals and Permits

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

GC 4.03 Management and Disposition of Materials

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

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

GC 4.04 Construction Affecting Railway Property

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

GC 4.05 Default by the Contractor

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

GC 4.06 Contractor's Right to Correct a Default

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

GC 4.07 Owner's Right to Correct Default

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

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

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

GC 4.09 Final Payment to Contractor

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

GC 4.10 Termination of the Contract

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

GC 4.11 Continuation of Contractor's Obligations

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

GC 4.12 Use of Performance Bond

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

GC 4.13 Payment Adjustment

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

SECTION GC 5.0 - MATERIAL

GC 5.01 Supply of Material

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

GC 5.02 Quality of Material

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

GC 5.03 Rejected Material

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

GC 5.04 Substitutions

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

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

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

GC 5.05 Owner Supplied Material

GC 5.05.01 Ordering of Excess Material

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

GC 5.05.02 Care of Material

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

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

SECTION GC 6.0 - INSURANCE, PROTECTION AND DAMAGE

GC 6.01 Protection of Work, Persons and Property

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

GC 6.02 Indemnification

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

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

GC 6.03 Contractor's Insurance

GC 6.03.01 General

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

GC 6.03.02 Commercial General Liability Insurance

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

GC 6.03.03 Automobile Liability Insurance

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

GC 6.03.04 Aircraft and Watercraft Liability Insurance

GC 6.03.04.01 Aircraft Liability Insurance

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

GC 6.03.04.02 Watercraft Liability Insurance

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

GC 6.03.05 Property and Boiler Insurance

GC 6.03.05.01 Property Insurance

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

GC 6.03.05.02 Boiler Insurance

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

GC 6.03.05.03 Use and Occupancy of the Work Prior to Completion

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

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

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

GC 6.03.05.04 Payment for Loss or Damage

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

GC 6.03.06 Contractor's Equipment Insurance

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

GC 6.03.07 Insurance Requirements and Duration

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

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

GC 6.04 Bonding

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

GC 6.05 Workplace Safety and Insurance Board

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

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

GC 7.01 General

GC 7.01.01 Site Visit

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

GC 7.01.02 Commencement of Work

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

GC 7.01.03 Control and Responsibility

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

GC 7.01.04 Compliance with the Occupational Health and Safety Act

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

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

GC 7.01.05 Contractor's Representatives

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

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

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

GC 7.01.06 Assistance to the Contract Administrator

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

GC 7.01.07 Schedule

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

GC 7.01.08 Errors and Inconsistencies Relating to the Contract

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

GC 7.01.09 Utilities

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

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

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

GC 7.02 Monuments and Layout

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

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

GC 7.03 Working Area

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

GC 7.04 Damage by Vehicles or Other Equipment

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

GC 7.05 Excess Loading of Motor Vehicles

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

GC 7.06 Maintaining Roads and Detours

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

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

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

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

c) Access for emergency response services;

to properties adjoining the Working Area.

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

GC 7.08 Approvals and Permits

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

GC 7.09 Suspension of Work

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

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

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

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

GC 7.11 Notices by the Contractor

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

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

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

GC 7.13 Obstructions

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

GC 7.14 Limitations of Operations

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

GC 7.15 Cleaning Up Before Acceptance

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

GC 7.16 Warranty

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

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

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

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

GC 7.17 Contractor's Workers

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

GC 7.18 Drainage

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

SECTION GC 8.0 - MEASUREMENT AND PAYMENT

GC 8.01 Measurement

GC 8.01.01 Quantities

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

GC 8.01.02 Variations in Tender Quantities

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

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

GC 8.02 Payment

GC 8.02.01 Non-Resident Contractor

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

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

GC 8.02.02 Price for Work

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

GC 8.02.03 Advance Payments for Material

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

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

GC 8.02.04 Certification and Payment

GC 8.02.04.01 Progress Payment

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

GC 8.02.04.02 Certification of Subcontract Completion

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

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

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

GC 8.02.04.04**Substantial Performance of Work**

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

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

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

GC 8.02.04.06 Certification of Completion

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

GC 8.02.04.07 Completion Payment and Completion Statutory Holdback Release Payment Certificates

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

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

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

GC 8.02.04.08 Interest

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

GC 8.02.04.09 Interest for Late Payment

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

GC 8.02.04.10 Interest for Negotiations and Claims

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

GC 8.02.04.11 Owner's Set-Off

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

GC 8.02.04.12 Delay in Payment

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

GC 8.02.05 Payment on a Time and Material Basis

GC 8.02.05.01 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

GC 8.02.05.02 Daily Work Records

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

GC 8.02.05.03 Payment for Work

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

GC 8.02.05.04 Payment for Labour

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

GC 8.02.05.05 Payment for Material

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

GC 8.02.05.06 Payment for Equipment

GC 8.02.05.06.01 Working Time

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

GC 8.02.05.06.02 Standby Time

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

GC 8.02.05.07 Payment for Hand Tools

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

GC 8.02.05.08 Payment for Work by Subcontractors

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

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

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

GC 8.02.05.09 Submission of Invoices

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

GC 8.02.05.10 Payment Other Than on a Time and Material Basis

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

GC 8.02.05.11 Payment Inclusions

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

GC 8.02.06 Final Acceptance Certificate

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

GC 8.02.07 Records

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

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

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

GC 8.02.08 Taxes

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

GC 8.02.09 Liquidated Damages

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

Appendix B: Geotechnical Investigation Report

B Geotechnical Investigation Report

Pending - to be issued in an addendum.

Appendix C: Permits Obtained by Owner

From: OP Habitat (DFO/MPO) <DFO.OPHabitat.MPO@dfo-mpo.gc.ca>
Sent: Friday, June 20, 2025 10:53 AM
To:
Cc:
Subject: RE: 25-HCAA-01152 - 225020 Request for Review (Emergency Work) - Gross Road Culvert Replacement (Township of Muskoka Lakes)

CAUTION: This email originated from outside of Tatham Engineering or Envision-Tatham. Do not click on links or open attachments unless you know the sender and have verified the sender's email address and know the content is safe.



Fisheries and Oceans Canada
Ontario and Prairie Region
Fish and Fish Habitat Protection Program
867 Lakeshore Rd.
Burlington, ON
L7S 1A1

Pêches et Océans Canada
Région de l'Ontario et des Prairies
Programme de protection du poisson et de son habitat
867 chemin Lakeshore
Burlington, ON
L7S 1A1

Dear :

Subject: Emergency Culvert Replacement, Rosseau River, Township of Muskoka Lakes (25-HCAA-01152) – Implementation of Measures to Avoid and Mitigate the Potential for Prohibited Effects to Fish and Fish Habitat

The Fish and Fish Habitat Protection Program (the Program) of Fisheries and Oceans Canada (DFO) received your proposal on June 13, 2025. We understand that you propose to:

- Replace the failed twin 3.6m x 24m SPCSP culverts on Gross Road with three 3.6m x 24m CSP culverts; and,
- Work in isolation of flow or open water to avoid sedimentation of the watercourse.

Our review considered the following information:

- Request for Review form and associated documents.

Your proposal has been reviewed to determine whether it is likely to result in:

- the death of fish by means other than fishing and the harmful alteration, disruption or destruction of fish habitat which are prohibited under subsections 34.4(1) and 35(1) of the *Fisheries Act*; and,

- effects to listed aquatic species at risk, any part of their critical habitat or the residences of their individuals in a manner which is prohibited under sections 32, 33 and subsection 58(1) of the *Species at Risk Act*.

The aforementioned impacts are prohibited unless authorized under their respective legislation and regulations.

To avoid and mitigate the potential for prohibited effects to fish and fish habitat (as listed above), we recommend implementing the measures listed below:

- Plan in-water works, undertakings and activities to respect [timing windows](#), or as stipulated by the Ministry of Natural Resources (MNR), to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed and migrate;
- Capture fish trapped within an isolated or enclosed area and relocate them to the same watercourse or water body;
 - Dewater gradually to reduce the potential for stranding fish;
 - Capture and relocate any fish as per applicable permits;
- Screen intake pipes during all phases of the project;
 - Use interim code of practice: [End-of-pipe fish protection screens for small water intakes in freshwater](#);
- Limit impacts on riparian vegetation to those approved for the work, undertaking or activity;
- Restore the bed and banks, gradient and contour affected by the project;
- Develop and implement an erosion and sediment control plan for all phases of the project;
 - Conduct all operations in isolation of open or flowing water;
 - Follow [Interim in-water site isolation](#);
 - Install cofferdams, diversion channels, flumes and elevated pipes or pump arounds to work in the dry;
 - Regularly observe the watercourse or water body for signs of suspended sediment during all phases of the project and take corrective action when and where required;
- Develop a plan to prevent deleterious substances from entering a watercourse or water body;
- Aquatic invasive species are introduced and spread through transporting water, sands and sediments and using contaminated construction equipment. To prevent the spread of aquatic invasive species during construction in aquatic environments:
 - Ensure all equipment arrives on site clean and free of invasive species;
 - Clean, drain and dry any equipment used in the water; and,
 - Never move organisms or water from one body of water to another.

Provided that you incorporate these measures into your plans, the Program is of the view that your proposal is not likely to result in the contravention of the above mentioned prohibitions and requirements.

Should your plans change or if you have omitted some information in your proposal, further review by the Program may be required. Consult our website ([Projects near water \(dfo-mpo.gc.ca\)](#)) or consult with a qualified environmental consultant to determine if further review may be necessary. It remains your responsibility to remain in compliance with the *Fisheries Act* or the *Species at Risk Act*.

It is also your *Duty to Notify* DFO if you have caused, or are about to cause, the death of fish by means other than fishing and/or the harmful alteration, disruption or destruction of fish habitat. Such notifications should be directed to DFO.OPHabitat.MPO@dfo-mpo.gc.ca or 1-855-852-8320.

We recommend that you notify this office at least 10 days before starting your project and that a copy of this letter be kept on site while the work is in progress. Send your notification to the DFO 10 day notification mailbox: DFO.OP.10DayNotification-Notification10Jours.OP.MPO@dfo-mpo.gc.ca. It remains your responsibility to meet all other federal, territorial, provincial and municipal requirements that apply to your proposal.

If you have any questions with the content of this letter, please contact Kyle Mataya at Kyle.Mataya@dfo-mpo.gc.ca. Please refer to the file number referenced above when corresponding with the Program.

Yours sincerely,



Kyle Mataya

Biologist | Biologiste

Fisheries and Oceans Canada | Pêches et Océans Canada

Fish and Fish Habitat Protection Program | Programme de Protection du Poisson et de Son Habitat

867 Lakeshore Road, Burlington, ON, L7S 1A1 | 867, ch. Lakeshore, Burlington, ON, L7S 1A1

Email/Courriel: Kyle.Mataya@dfo-mpo.gc.ca

Canada 

Appendix D: Materials to be Supplied by Owner




LAS CANOE PROCUREMENT

PROJECT: Gross Road Culvert
Bala, ON
CONTRACT NO. CAN-2022-018-ARM

DATE: June 24, 2025
QUOTE NO.: 61011-25-B.2
F.C.A. POINT: Jobsite on Trucks
DELIVERY: To Be Arranged

We are pleased to submit this quotation for **SUPPLY ONLY** of the construction products below.

Item	Quantity	Description	Price	Per	Amount
	72	STEELCOR™ CSP - 125mm x 25mm Corrugation Profile 3600mm x 3.5mm POLY. CSP c/w 6 - 600mm annular couplers		m	
	9	Freight Freight to Bala, ON		load	
<i>Prices are subject to change before delivery to reflect adjustments in taxes, tariffs, or similar charges. By placing an order, the buyer acknowledges Armtec's right to amend prices accordingly. Armtec will provide advance notice of any price adjustments.</i>					
					Sub-Total
					Freight
					H.S.T.
					Total

Armtec Inc. _____
Joy Bakshi, B.Eng.
Estimator

NOTE: DELIVERY BASED ON 9 TRUCK(S). ANY ADDITIONAL LOADS WILL BE RESPONSIBILITY OF THE CONTRACTOR.
TERMS OF SALE: PRICES QUOTED APPLY ONLY TO THE PROJECT SPECIFIED HEREIN. THE PRICES QUOTED HEREIN SHALL REMAIN IN EFFECT FOR **30 DAYS** FROM QUOTATION DATE. THE SELLER RESERVES THE RIGHT TO ADJUST THE PRICES AFTER 30 DAYS FROM THE QUOTATION DATE. PRICES QUOTED FOR CSP AND HDPE ARE BASED ON NESTING DIAMETERS WHENEVER POSSIBLE. IF UNNESTED LOADS ARE REQUIRED ADDITIONAL FREIGHT CHARGES WILL BE ADDED. ALL PRICES ARE BASED ON FULL TRUCKLOAD QUANTITIES. PRICES ARE SUBJECT TO CHANGE IF QUOTE IS NOT ACCEPTED IN ITS ENTIRETY. UNLESS NOTED, ALL STEELCOR CSP BASED ON GALV. MATERIAL. ALL OTHER TERMS ARE LISTED ON THE ATTACHED CONDITIONS OF SALE DOCUMENT ATTACHED TO THIS QUOTATION AND FORM PART OF ANY SALE BY ARMTEC.

INNOVATION FLOWS FROM HERE



TERMS AND CONDITIONS OF SALE

Between Armtec (the "Seller") and Purchaser or Dealer, Builder or Buyer specified on the front hereof (the "Buyer") in connection with the sale of the Seller's material, product and services (collectively, the "Goods"). All orders with the Seller are subjected to the following terms and conditions (the "Terms and Conditions") as may be amended by the Seller from time to time in its sole discretion. By placing an order with the Seller the Buyer will be deemed to have accepted and agreed to be bound by the Terms and Conditions.

ACCEPTANCE. These Terms and Conditions shall govern the Seller's furnishing of all Goods identified in the applicable Quotation of the Seller ("Quotation") issued to the Buyer. While the Seller may acknowledge receipt of a purchase order or any other form or purchase documentation issued by a Buyer by signing and returning it, any terms and conditions in any specific order or purchase documentation used or provided by the Buyer, pre-printed or otherwise, shall be inapplicable and shall not modify these Terms and Conditions.

QUOTATIONS AND PRICES. A Quotation shall expire at the end of the period identified in the Quotation or, if none is stated the Quotation shall expire thirty (30) days from the date of issuance. The Seller's prices exclude, and the Buyer shall pay, in addition to the price of any Goods purchased from the Seller, any and all taxes or like charges which may be imposed by Canadian federal, provincial or municipal authorities on the sale or purchase of such Goods. The terms of payment are as determined by the Seller's Credit Department and as set out on the order acknowledgment.

LIMITED WARRANTIES. The Seller warrants that it can convey good title to the Goods sold under this Quotation and that such Goods are free of liens and encumbrances. The Seller warrants that any Goods sold under a Quotation that are manufactured by the Seller shall be free from any defect due to materials or workmanship for a period of one (1) year after the date of delivery. The Seller does not make, and expressly disclaims, any warranties, expressed or implied, with respect to Goods sold hereunder which are misused, abused, incorrectly unloaded or incorrectly installed. In no event will the Seller be liable or responsible for any defect in the Goods caused by improper installation or poor site conditions (e.g. dents, scrapes, coating damage, misalignment of pipe, deflection, localized bucking) on the part of the Buyer.

THE SELLER DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, WITHOUT LIMITATION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED UNDER ANY "SALE OF GOODS" LEGISLATION OR OTHERWISE, OF ANY KIND, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE WARRANTIES ALLEGEDLY ARISING FROM ANY TRADE USAGE OR FROM ANY COURSE OF DEALING OR PERFORMANCE, ETC.

BUYER REPRESENTATION AND WARRANTY. The Buyer warrants that it has not relied on any representation made by the Seller which has not been stated expressly in writing or upon any descriptions, illustration or specifications contained in any marketing or other publicity material produced by the Seller. Further, the Buyer acknowledges that to the extent the Seller has made any representation which is not otherwise expressly stated in writing, the Buyer has been provided with an opportunity to independently verify the accuracy of any such representation.

LIMITATION OF LIABILITY. The Seller's sole liability to the Buyer shall be, in the sole discretion of the Seller, to REPAIR or REPLACE such part(s) in respect of the Goods that are shown to satisfaction of the Seller to be defective in material, quality or workmanship in accordance with these Terms and Conditions, or, to allow credit to the Buyer at the sole option of the Seller.

IN NO EVENT SHALL THE SELLER BE LIABLE TO THE BUYER FOR ANY BODILY INJURY OR PROPERTY DAMAGE, OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR REPLACEMENT, OR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR LIQUIDATED DAMAGES INCURRED BY THE BUYER, INCLUDING WITHOUT

LIMITATION, DAMAGES FOR LOST BUSINESS OR PROFITS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, CONTRIBUTION, STRICT LIABILITY OR ANY OTHER CAUSE OF ACTION, ARISING OUT OF OR IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE OR REPAIR OF THE GOODS SOLD BY THE SELLER. THE SELLER'S TOTAL LIABILITY, IF ANY, ARISING OUT OF OR IN CONNECTION WITH THE GOODS SOLD UNDER THESE TERMS AND CONDITIONS, FOR CLAIM(S) OF ANY NATURE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE GOODS RELATED TO THE CLAIM. THE LIMITATION OR EXCLUSION OF WARRANTIES, REMEDIES, DAMAGES OR LIABILITIES SET FORTH ABOVE ARE INTENDED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED BY THE SELLER. All promises as to the date of shipment and delivery are made in good faith by the Seller and as an estimate only. THE BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN THESE TERMS AND CONDITIONS.

CLAIMS AND HOLDBACKS. Under no circumstances will the Seller accept back charges, claims and holdbacks unless otherwise authorized in writing by the Seller in advance.

FORCE MAJEURE Notwithstanding any provision herein to the contrary, the Seller shall not be deemed to have defaulted under or breached these Terms and Conditions for failure or delay in fulfilling or performing any term or provision of these Terms and Conditions when such failure or delay is caused by any of the following: fire; flood; accident; explosion; equipment or machinery breakdown not related to the Seller's negligence; sabotage; strike or any labor disturbance (regardless of the reasonableness of the demands of labor); civil commotions; riots; invasions; wars (present or future); epidemics or pandemics (present or future); acts, restraints, requisitions, regulations or directions of any Governmental authority, including without limitation, any bulletin, notice or public health communication related to any disease, virus or other biological or physical agent which may be detrimental to human health in any way; voluntary or mandatory compliance by the Seller with any request of any Governmental authority; shortage of labor, fuel, power or raw materials; inability to obtain supplies; failures of normal sources of supplies; inability to obtain or delays of transportation facilities; any act of God; any act or omission of the Purchaser/Buyer (insofar as the Seller or the transactions or arrangements contemplated by these Terms and Conditions are concerned); or any other cause or circumstance beyond the Seller's reasonable control, whether similar or dissimilar to any of the foregoing. Any such causes of delay even though existing on the date of order or on the date of starting of manufacture shall extend the time of the Seller's performance by the length of delays occasioned thereby, including delays reasonably incidental to the resumption of normal procedures.

BUYER'S CANCELLATION. Upon written notice, the Buyer has the right to terminate the agreement formed by the Buyer's acceptance of a Quotation (an "Agreement") in whole or in part. In the event of cancellation, the Seller shall cease work upon receipt of written notice from the Buyer and the Buyer shall be liable for all completed work to that date at the price specified in the particular Quotation. Any partially completed work by the Seller, including raw material, shall be payable by the Buyer to the Seller at a reasonable rate and profit to be determined by the Seller in its discretion, but in no event shall exceed the applicable

Quotation price.

SELLER'S CANCELLATION OR DELAYED SHIPPING. Upon written notice to the Buyer, the Seller has the right to terminate an Agreement outright or to delay the shipping of any Goods forthwith, at the Seller's sole option, if the Buyer's account with the Seller is in arrears.

DESIGN & STANDARDS. It is the Buyer's sole responsibility to ensure that any Goods commissioned by the Buyer are independently designed and verified by a qualified engineer and are suitable for the Buyer's intended application. The Buyer represents, warrants and confirms to the Seller that it has not relied in any aspect of any written or oral statements from Seller in connection with the design, installation, or use of the Goods. If the Seller provides any design and installation guidelines or any specifications whatsoever in respect of the Goods, all Goods supplied by the Seller in connection therewith shall conform to the specifications and parameters requested by the Buyer; any onsite modifications, changes in site conditions, changes in design requirements or specifications are done at the sole risk of the Buyer. Unless otherwise expressly agreed upon in writing by the Seller, all Goods shall be subject to the Seller's standard specifications, manufacturing variations, and tolerances.

Without limiting the foregoing, for MultiPlate and BridgePlate structure Goods, whether purchased from or designed by the Seller or parties other than the Seller, it is the Buyer's responsibility to ensure that all components of any MultiPlate and BridgePlate structures purchased fit together and can be assembled by the Buyer on site based on the combination of thickness, radius and shape of the components ("Constructible"). For certainty, the Seller is not responsible for ensuring that the MultiPlate and BridgePlate structures purchased by the Buyer are Constructible and shall not be liable for any MultiPlate or BridgePlate structures which are not Constructible.

INSURANCE. The Buyer shall maintain, at its sole cost, such insurance and in such amounts as is normally required in the applicable industry including, without limitation, comprehensive general liability insurance and builders' risk insurance (covering the Seller). The Buyer hereby agrees to indemnify the Seller, its servants, representatives and agents against any liability, claims, suits, costs, damages, losses, expenses or otherwise arising out of any injury (including death or total destruction) to any person or property which arises out of or results from the Buyers installation or use of goods supplied hereunder.

The Seller shall maintain the following insurance over the duration of an Agreement: (i) COMMERCIAL GENERAL LIABILITY INSURANCE, including product liability, with a limit not less than three million (\$3,000,000) per occurrence and not less than three million (\$3,000,000) dollars in the aggregate; (ii) AUTOMOBILE LIABILITY COVERAGE, with a limit not less than two million (\$2,000,000) dollars per occurrence and not less than two million (\$2,000,000) dollars in the aggregate; (iii) WORKERS COMPENSATION INSURANCE, which coverage shall be maintained by Seller in respect of all employees in accordance with the applicable statutory requirements having jurisdiction over such employees. Upon request, Seller shall provide written confirmation in respect of the above-listed policies to the Buyer.

INTELLECTUAL PROPERTY RIGHTS AND PATENTS. The Buyer shall indemnify and hold harmless the Seller for any legal fees, costs, expenses or other damages, for any claim or other legal action for the breach or alleged breach of any intellectual property rights in respect of any Goods made by



TERMS AND CONDITIONS OF SALE

the Seller in accordance with the Buyer's drawings, designs, or other specifications whatsoever.

CONFIDENTIALITY. These Terms and Conditions and any Agreement shall be confidential between the Buyer and Seller. The Seller will not publish or disclose any details, scope of work, drawings or specifications governed by these Terms and Conditions without the prior written consent of Buyer. These obligations shall survive the termination of this contract for a period of not less than one (1) year from date of any Quotation. Both the Seller and the Buyer shall keep confidential and prevent the unauthorized disclosure of information disclosed by the other party which is confidential by its nature including, without limitation, technical, commercial, financial, operational or strategic information relating to the business of a party, on any verbal, visual or written medium, whether it is marked confidential or restricted or not. The receiving party shall protect such confidential information from third parties using the same degree that it uses for its own confidential information.

INSPECTIONS AND RETURNS. The Buyer acknowledges that it is the **Buyer's responsibility** to count and inspect the shipped Goods and that the Buyer shall be responsible for inspection upon delivery. The Buyer shall notify the Seller within one (1) day of receipt of goods, and before the Goods are covered or put out of sight, of any deficiencies, shortages, or defects and provide the Seller with reasonable opportunity to inspect these deficiencies. The Seller will not be liable for any deficiencies, shortages or defects alleged with respect to the Goods after the expiry of the one (1) day period.

The Buyer shall not return any Goods without obtaining prior written authorization from the Seller. Upon such authorization, the Seller can arrange for a carrier to pick-up the Goods for return at the Buyer's sole expense. The Seller's standard return policy for STANDARD GOODS is twenty-five (25%) percent of the Invoice purchase price plus any additional freight cost incurred by the Seller. It is at the Seller's sole discretion to accept the return of any CUSTOM GOODS OR ENGINEERED PRODUCTS. The Seller shall under no circumstances be liable for any costs incurred by the Buyer in returning Goods to the Seller.

INSPECTION AND AUDIT. Upon reasonable notice, the Buyer or their third party Representative shall have the right to inspect their Goods in fabrication or storage at the Seller's property. At all reasonable times the Seller will provide the Buyer with safe and convenient access to the Goods for inspection. The Buyer must follow all of the Seller's Health and Safety Practices while on property. Inspection by the Buyer shall not constitute acceptance of the applicable Goods, including any finished or work in process. The Buyer's representative may not be a direct or indirect competitor of the Seller. Upon reasonable notice, the Buyer shall have the right to audit all quality control records, production documentation and steel certification as it pertains to their Goods. Notwithstanding that the Seller may be on site during the unloading, installation or assembly of the Goods, the Buyer shall be solely responsible and the Seller shall have no responsibility or liability whatsoever for, any installation and assembly of Goods in accordance with contract documents or specifications.

QUALITY ASSURANCE/QUALITY CONTROL. The Seller agrees to maintain a Quality Control ("QC") Program. Upon reasonable request, the Seller shall provide the Buyer with details in respect of the QC Program as it pertains to their Goods.

WHERE PURCHASE PRICE NOT PAID IN FULL. Seller shall retain a purchase money security interest (PMSI) in the Goods sold to the applicant everywhere in Canada, except for Quebec where it will have a moveable hypothec in the amount of the Invoice purchase price plus any applicable

interest, until the full Invoice purchase price shall have been paid to the Seller.

TITLE AND RISK OF LOSS. Unless otherwise specified in the applicable Quotation, title to the Goods and risk of loss shall pass to the Buyer, the Buyer's representative, or Buyer's common carrier, as applicable, upon loading of the Goods at Seller's location. Seller shall have no responsibility for any damages or losses attributable to Buyer, or Buyer's carrier transporting the Goods or otherwise from that point. In the event a Quotation specifies F.C.A. jobsite, the risk of loss shall pass to the Buyer at the time of arrival of the Goods at the specified jobsite and prior to unloading the Goods.

TERMS OF PAYMENT. The standard terms of payment under an Agreement are as determined by the Seller's Credit Department and as set out on the Seller's order acknowledgement. Shipment and deliveries of any Goods shall at all times be subject to the approval of the Credit Department of the Seller. The Seller reserves the right to obtain satisfactory security, full or partial payment, and copies of any material bonds prior to shipping Goods to ensure performance of an Agreement. The Seller shall retain a purchase money security interest (PMSI) in all Goods and the proceeds thereof until the Buyer has made payment in full to the Seller of all sums due, including processing and late charges and any collection costs. The Buyer agrees to complete Seller's Application for Credit and provide financial information or such other documents requested by the Seller as may be reasonably necessary to perfect such security interest. Interest on any outstanding amount payable by the Buyer to the Seller shall be charged by the Seller to the Buyer at the rate of 1.5% per month (19.6% per annum) on any Invoices past due.

DELIVERY AND FREIGHT CONDITIONS. Unless otherwise specified in the applicable Quotation or subsequent written agreement between the parties, terms of delivery shall be F.C.A. the Seller point of manufacture (i.e. the Seller shall be responsible for loading the Goods on to the delivery vehicle and after the loading has been completed, the Goods shall be at the risk of the Buyer). If transportation charges are incorporated in the price quoted on the Quotation, such charges are freight prepaid unless otherwise specified. The Seller is authorized to ship any Goods in installments as may be considered appropriate by the Seller in its sole discretion.

SEVERABILITY. If any provision of the Terms and Conditions is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision hereof is invalid or unenforceable but, that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced to be so limited.

NON-WAIVER. The waiver by the Seller of any breach of any provision contained herein shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained herein.

NOTICE. Any notices required or permitted to be given to the Seller pursuant to these Terms and Conditions shall be in writing and acknowledged by Seller.

ASSIGNMENT. The Buyer shall not assign its rights nor delegate its duties under these Terms and Conditions without the prior written consent of the Seller and any attempted assignment without such consent will be void. However, the Seller may assign or otherwise transfer its rights or delegate its duties under these Terms and Conditions, in whole or in part and subject to these Terms and Conditions, to a subsidiary or affiliate, or a purchase or transferee of substantially all of the assets used by such party in its business to which these Terms and Conditions

relates or in the event of a merger, acquisition, corporate restructuring or change in control, upon written notice of same to the Buyer.

HEADINGS. Headings used in these Terms and Conditions are for ease of reference only and will not be used to interpret any part of these Terms and Conditions.

CURRENCY. Unless expressly stated otherwise in a Quotation (on a case-by-case basis) or a subsequent agreement in writing between the Seller and the Buyer, all references to currency herein shall be in Canadian dollars.

CONFLICTING PROVISIONS OFFERED BY BUYER. FOR ABSOLUTE CERTAINTY, any terms and conditions of any form, purchase order or other purchase or order documentation whatsoever issued by the Buyer, in connection with a Quotation, which purport to be a modification of, in addition to or inconsistent with the Terms and Conditions express herein, shall not be binding on the Seller nor will such terms modify, add to, or detract from the Terms and Conditions or to any matter to which the Terms and Conditions applies in any way whatsoever.

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed in all respects by the laws of the Province of Manitoba and the federal laws of Canada applicable therein, without regard to conflict of laws principles. The Buyer and Seller specifically agree that any claim, proceeding, legal action or dispute resolution relating to this contract shall be brought in Winnipeg, Manitoba.

ENTIRE AGREEMENT. These Terms and Conditions, in addition to the applicable Quotation, contain the complete and exclusive statement of the terms of agreement with the parties with respect to the subject matter and supersede all prior and contemporaneous understandings, representations and warranties, written and oral.



Canadian Owned and
Operated Since 1908

LAS CANOE PROCUREMENT

PROJECT: Gross Road Culvert
Bala, ON
CONTACT NO.: CAN-2022-018-ARM

DATE: July 9, 2025
QUOTE NO.: 61011-25-C
F.C.A. POINT: Jobsite on Trucks
DELIVERY: To Be Arranged

We are pleased to submit this quotation for **SUPPLY ONLY** of the construction products below.

Item	Quantity	Description	Price	Per	Amount
	2	Sheeting Cut Off Wall L65 Sheeting Cut Off Wall c/w Rolled Angle & Sheeting Cap • 6.5mm Thickness • 17.5m Wide x 3m Tall • Field drilling and cutting required by contractor <i>Prices are subject to change before delivery to reflect adjustments in taxes, tariffs, or similar charges. By placing an order, the buyer acknowledges Armtec's right to amend prices accordingly. Armtec will provide advance notice of any price adjustments.</i>		ea	
Armtec Inc.  _____ Joy Bakshi, B.Eng. Estimator			Sub-Total		
			Freight		
			H.S.T.		
			Total		

TERMS OF SALE: PRICES QUOTED APPLY ONLY TO THE PROJECT SPECIFIED HEREIN. THE PRICES QUOTED HEREIN SHALL REMAIN IN EFFECT FOR **30 DAYS** FROM QUOTATION DATE. THE SELLER RESERVES THE RIGHT TO ADJUST THE PRICES AFTER 30 DAYS FROM THE QUOTATION DATE. PRICES QUOTED FOR CSP AND HDPE ARE BASED ON NESTING DIAMETERS WHENEVER POSSIBLE. IF UNNESTED LOADS ARE REQUIRED ADDITIONAL FREIGHT CHARGES WILL BE ADDED. ALL PRICES ARE BASED ON FULL TRUCKLOAD QUANTITIES. PRICES ARE SUBJECT TO CHANGE IF QUOTE IS NOT ACCEPTED IN ITS ENTIRETY. UNLESS NOTED, ALL STEELCOR CSP BASED ON GALV. MATERIAL. ALL OTHER TERMS ARE LISTED ON THE ATTACHED CONDITIONS OF SALE DOCUMENT ATTACHED TO THIS QUOTATION AND FORM PART OF ANY SALE BY ARMTEC.

INNOVATION FLOWS FROM HERE



TERMS AND CONDITIONS OF SALE

Between Armtec (the "Seller") and Purchaser or Dealer, Builder or Buyer specified on the front hereof (the "Buyer") in connection with the sale of the Seller's material, product and services (collectively, the "Goods"). All orders with the Seller are subjected to the following terms and conditions (the "Terms and Conditions") as may be amended by the Seller from time to time in its sole discretion. By placing an order with the Seller the Buyer will be deemed to have accepted and agreed to be bound by the Terms and Conditions.

ACCEPTANCE. These Terms and Conditions shall govern the Seller's furnishing of all Goods identified in the applicable Quotation of the Seller ("Quotation") issued to the Buyer. While the Seller may acknowledge receipt of a purchase order or any other form or purchase documentation issued by a Buyer by signing and returning it, any terms and conditions in any specific order or purchase documentation used or provided by the Buyer, pre-printed or otherwise, shall be inapplicable and shall not modify these Terms and Conditions.

QUOTATIONS AND PRICES. A Quotation shall expire at the end of the period identified in the Quotation or, if none is stated the Quotation shall expire thirty (30) days from the date of issuance. The Seller's prices exclude, and the Buyer shall pay, in addition to the price of any Goods purchased from the Seller, any and all taxes, tariffs and like charges which may be imposed by governmental authorities on the sale or purchase of such Goods. The terms of payment are as determined by the Seller's Credit Department and as set out on the order acknowledgment. Notwithstanding any other provision herein, the Seller reserves the right to adjust prices to reflect the impact of any changes in taxes, tariffs, duties, levies or similar governmental charges imposed or taking effect after the date of a Quotation. By placing an order, the Buyer acknowledges that the Seller shall be entitled to amend its prices anytime to account for such increase. This right to adjust pricing applies even where the Seller is responsible for any such costs under the applicable Incoterm. The Seller will provide the Buyer with advance notice of any such price adjustment.

LIMITED WARRANTIES. The Seller warrants that it can convey good title to the Goods sold under this Quotation and that such Goods are free of liens and encumbrances. The Seller warrants that any Goods sold under a Quotation that are manufactured by the Seller shall be free from any defect due to materials or workmanship for a period of one (1) year after the date of delivery. The Seller does not make, and expressly disclaims, any warranties, expressed or implied, with respect to Goods sold hereunder which are misused, abused, incorrectly unloaded or incorrectly installed. In no event will the Seller be liable or responsible for any defect in the Goods caused by improper installation or poor site conditions (e.g. dents, scrapes, coating damage, misalignment of pipe, deflection, localized bucking) on the part of the Buyer.

THE SELLER DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, WITHOUT LIMITATION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED UNDER ANY "SALE OF GOODS" LEGISLATION OR OTHERWISE, OF ANY KIND, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE WARRANTIES ALLEGEDLY ARISING FROM ANY TRADE USAGE OR FROM ANY COURSE OF DEALING OR PERFORMANCE, ETC.

BUYER REPRESENTATION AND WARRANTY. The Buyer warrants that it has not relied on any representation made by the Seller which has not been stated expressly in writing or upon any descriptions, illustration or specifications contained in any marketing or other publicity material produced by the Seller. Further, the Buyer acknowledges that to the extent the Seller has made any representation which is not otherwise expressly stated in writing, the Buyer has been provided with an opportunity to independently verify the accuracy of any such representation.

LIMITATION OF LIABILITY. The Seller's sole liability to the Buyer shall be, in the sole discretion of the Seller, to REPAIR or REPLACE such part(s) in respect of the Goods that are shown to satisfaction of the Seller to be defective in material, quality or workmanship in accordance with these Terms and

Conditions, or, to allow credit to the Buyer at the sole option of the Seller.

IN NO EVENT SHALL THE SELLER BE LIABLE TO THE BUYER FOR ANY BODILY INJURY OR PROPERTY DAMAGE, OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR REPLACEMENT, OR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR LIQUIDATED DAMAGES INCURRED BY THE BUYER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS OR PROFITS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, CONTRIBUTION, STRICT LIABILITY OR ANY OTHER CAUSE OF ACTION, ARISING OUT OF OR IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE OR REPAIR OF THE GOODS SOLD BY THE SELLER. THE SELLER'S TOTAL LIABILITY, IF ANY, ARISING OUT OF OR IN CONNECTION WITH THE GOODS SOLD UNDER THESE TERMS AND CONDITIONS, FOR CLAIM(S) OF ANY NATURE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE GOODS RELATED TO THE CLAIM. THE LIMITATION OR EXCLUSION OF WARRANTIES, REMEDIES, DAMAGES OR LIABILITIES SET FORTH ABOVE ARE INTENDED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED BY THE SELLER. All promises as to the date of shipment and delivery are made in good faith by the Seller and as an estimate only. THE BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN THESE TERMS AND CONDITIONS.

CLAIMS AND HOLDBACKS. Under no circumstances will the Seller accept back charges, claims and holdbacks unless otherwise authorized in writing by the Seller in advance.

FORCE MAJEURE. Notwithstanding any provision herein to the contrary, the Seller shall not be deemed to have defaulted under or breached these Terms and Conditions for failure or delay in fulfilling or performing any term or provision of these Terms and Conditions when such failure or delay is caused by any of the following: fire; flood; accident; explosion; equipment or machinery breakdown not related to the Seller's negligence; sabotage; strike or any labor disturbance (regardless of the reasonableness of the demands of labor); civil commotions; riots; invasions; wars (present or future); epidemics or pandemics (present or future); acts, restraints, requisitions, regulations or directions of any Governmental authority, including without limitation, any bulletin, notice or public health communication related to any disease, virus or other biological or physical agent which may be detrimental to human health in any way; voluntary or mandatory compliance by the Seller with any request of any Governmental authority; shortage of labor, fuel, power or raw materials; inability to obtain supplies; failures of normal sources of supplies; inability to obtain or delays of transportation facilities; any act of God; any act or omission of the Purchaser/Buyer (insofar as the Seller or the transactions or arrangements contemplated by these Terms and Conditions are concerned); or any other cause or circumstance beyond the Seller's reasonable control, whether similar or dissimilar to any of the foregoing. Any such causes of delay even though existing on the date of order or on the date of starting of manufacture shall extend the time of the Seller's performance by the length of delays occasioned thereby, including delays reasonably incidental to the resumption of normal procedures.

BUYER'S CANCELLATION. Upon written notice, the Buyer has the right to terminate the agreement formed by the Buyer's acceptance of a Quotation (an "Agreement") in whole or in part. In the event of cancellation, the Seller shall cease work upon receipt of written notice from the Buyer and the Buyer

shall be liable for all completed work to that date at the price specified in the particular Quotation. Any partially completed work by the Seller, including raw material, shall be payable by the Buyer to the Seller at a reasonable rate and profit to be determined by the Seller in its discretion, but in no event shall exceed the applicable Quotation price.

SELLER'S CANCELLATION OR DELAYED SHIPPING. Upon written notice to the Buyer, the Seller has the right to terminate an Agreement outright or to delay the shipping of any Goods forthwith, at the Seller's sole option, if the Buyer's account with the Seller is in arrears.

DESIGN & STANDARDS. It is the Buyer's sole responsibility to ensure that any Goods commissioned by the Buyer are independently designed and verified by a qualified engineer and are suitable for the Buyer's intended application. The Buyer represents, warrants and confirms to the Seller that it has not relied in any aspect of any written or oral statements from Seller in connection with the design, installation, or use of the Goods. If the Seller provides any design and installation guidelines or any specifications whatsoever in respect of the Goods, all Goods supplied by the Seller in connection therewith shall conform to the specifications and parameters requested by the Buyer; any onsite modifications, changes in site conditions, changes in design requirements or specifications are done at the sole risk of the Buyer. Unless otherwise expressly agreed upon in writing by the Seller, all Goods shall be subject to the Seller's standard specifications, manufacturing variations, and tolerances.

Without limiting the foregoing, for MultiPlate and BridgePlate structure Goods, whether purchased from or designed by the Seller or parties other than the Seller, it is the Buyer's responsibility to ensure that all components of any MultiPlate and BridgePlate structures purchased fit together and can be assembled by the Buyer on site based on the combination of thickness, radius and shape of the components ("Constructible"). For certainty, the Seller is not responsible for ensuring that the MultiPlate and BridgePlate structures purchased by the Buyer are Constructible and shall not be liable for any MultiPlate or BridgePlate structures which are not Constructible.

INSURANCE. The Buyer shall maintain, at its sole cost, such insurance and in such amounts as is normally required in the applicable industry including, without limitation, comprehensive general liability insurance and builders' risk insurance (covering the Seller). The Buyer hereby agrees to indemnify the Seller, its servants, representatives and agents against any liability, claims, suits, costs, damages, losses, expenses or otherwise arising out of any injury (including death or total destruction) to any person or property which arises out of or results from the Buyers installation or use of goods supplied hereunder.

The Seller shall maintain the following insurance over the duration of an Agreement: (i) COMMERCIAL GENERAL LIABILITY INSURANCE, including product liability, with a limit not less than three million (\$3,000,000) per occurrence and not less than three million (\$3,000,000) dollars in the aggregate; (ii) AUTOMOBILE LIABILITY COVERAGE, with a limit not less than two million (\$2,000,000) dollars per occurrence and not less than two million (\$2,000,000) dollars in the aggregate; (iii) WORKERS' COMPENSATION INSURANCE, which coverage shall be maintained by Seller in respect of all employees in accordance with the applicable statutory requirements having jurisdiction over such employees. Upon request, Seller shall provide written confirmation in respect of the above-listed policies to the Buyer.

INTELLECTUAL PROPERTY RIGHTS AND PATENTS. The Buyer shall indemnify and hold harmless the Seller for any legal



TERMS AND CONDITIONS OF SALE

fees, costs, expenses or other damages, for any claim or other legal action for the breach or alleged breach of any intellectual property rights in respect of any Goods made by the Seller in accordance with the Buyer's drawings, designs, or other specifications whatsoever.

CONFIDENTIALITY. These Terms and Conditions and any Agreement shall be confidential between the Buyer and Seller. The Seller will not publish or disclose any details, scope of work, drawings or specifications governed by these Terms and Conditions without the prior written consent of Buyer. These obligations shall survive the termination of this contract for a period of not less than one (1) year from date of any Quotation. Both the Seller and the Buyer shall keep confidential and prevent the unauthorized disclosure of information disclosed by the other party which is confidential by its nature including, without limitation, technical, commercial, financial, operational or strategic information relating to the business of a party, on any verbal, visual or written medium, whether it is marked confidential or restricted or not. The receiving party shall protect such confidential information from third parties using the same degree that it uses for its own confidential information.

INSPECTIONS AND RETURNS. The Buyer acknowledges that it is the Buyer's responsibility to count and inspect the shipped Goods and that the Buyer shall be responsible for inspection upon delivery. The Buyer shall notify the Seller within one (1) day of receipt of goods, and before the Goods are covered or put out of sight, of any deficiencies, shortages, or defects and provide the Seller with reasonable opportunity to inspect these deficiencies. The Seller will not be liable for any deficiencies, shortages or defects alleged with respect to the Goods after the expiry of the one (1) day period.

The Buyer shall not return any Goods without obtaining prior written authorization from the Seller. Upon such authorization, the Seller can arrange for a carrier to pick-up the Goods for return at the Buyer's sole expense. The Seller's standard return policy for STANDARD GOODS is twenty-five (25%) percent of the Invoice purchase price plus any additional freight cost incurred by the Seller. It is at the Seller's sole discretion to accept the return of any CUSTOM GOODS OR ENGINEERED PRODUCTS. The Seller shall under no circumstances be liable for any costs incurred by the Buyer in returning Goods to the Seller.

INSPECTION AND AUDIT. Upon reasonable notice, the Buyer or their third party Representative shall have the right to inspect their Goods in fabrication or storage at the Seller's property. At all reasonable times the Seller will provide the Buyer with safe and convenient access to the Goods for inspection. The Buyer must follow all of the Seller's Health and Safety Practices while on property. Inspection by the Buyer shall not constitute acceptance of the applicable Goods, including any finished or work in process. The Buyer's representative may not be a direct or indirect competitor of the Seller. Upon reasonable notice, the Buyer shall have the right to audit all quality control records, production documentation and steel certification as it pertains to their Goods. Notwithstanding that the Seller may be on site during the unloading, installation or assembly of the Goods, the Buyer shall be solely responsible and the Seller shall have no responsibility or liability whatsoever for, any installation and assembly of Goods in accordance with contract documents or specifications.

QUALITY ASSURANCE/QUALITY CONTROL. The Seller agrees to maintain a Quality Control ("QC") Program. Upon reasonable request, the Seller shall provide the Buyer with details in respect of the QC Program as it pertains to their Goods.

WHERE PURCHASE PRICE NOT PAID IN FULL. Seller shall retain a purchase money security interest (PMSI) in the Goods sold to the applicant everywhere in Canada, except for Quebec where it will have a moveable hypothec in the amount of the Invoice purchase price plus any applicable

interest, until the full Invoice purchase price shall have been paid to the Seller.

TITLE AND RISK OF LOSS. Unless otherwise specified in the applicable Quotation, title to the Goods and risk of loss shall pass to the Buyer, the Buyer's representative, or Buyer's common carrier, as applicable, upon loading of the Goods at Seller's location. Seller shall have no responsibility for any damages or losses attributable to Buyer, or Buyer's carrier transporting the Goods or otherwise from that point. In the event a Quotation specifies F.C.A. jobsite, the risk of loss shall pass to the Buyer at the time of arrival of the Goods at the specified jobsite and prior to unloading the Goods.

TERMS OF PAYMENT. The standard terms of payment under an Agreement are as determined by the Seller's Credit Department and as set out on the Seller's order acknowledgement. Shipment and deliveries of any Goods shall at all times be subject to the approval of the Credit Department of the Seller. The Seller reserves the right to obtain satisfactory security, full or partial payment, and copies of any material bonds prior to shipping Goods to ensure performance of an Agreement. The Seller shall retain a purchase money security interest (PMSI) in all Goods and the proceeds thereof until the Buyer has made payment in full to the Seller of all sums due, including processing and late charges and any collection costs. The Buyer agrees to complete Seller's Application for Credit and provide financial information or such other documents requested by the Seller as may be reasonably necessary to perfect such security interest. Interest on any outstanding amount payable by the Buyer to the Seller shall be charged by the Seller to the Buyer at the rate of 1.5% per month (19.6% per annum) on any Invoices past due.

DELIVERY AND FREIGHT CONDITIONS. Unless otherwise specified in the applicable Quotation or subsequent written agreement between the parties, terms of delivery shall be F.C.A. the Seller point of manufacture (i.e. the Seller shall be responsible for loading the Goods on to the delivery vehicle and after the loading has been completed, the Goods shall be at the risk of the Buyer). If transportation charges are incorporated in the price quoted on the Quotation, such charges are freight prepaid unless otherwise specified. The Seller is authorized to ship any Goods in installments as may be considered appropriate by the Seller in its sole discretion.

SEVERABILITY. If any provision of the Terms and Conditions is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision hereof is invalid or unenforceable but, that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced to be so limited.

NON-WAIVER. The waiver by the Seller of any breach of any provision contained herein shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained herein.

NOTICE. Any notices required or permitted to be given to the Seller pursuant to these Terms and Conditions shall be in writing and acknowledged by Seller.

ASSIGNMENT. The Buyer shall not assign its rights nor delegate its duties under these Terms and Conditions without the prior written consent of the Seller and any attempted assignment without such consent will be void. However, the Seller may assign or otherwise transfer its rights or delegate its duties under these Terms and Conditions, in whole or in part and subject to these Terms and Conditions, to a subsidiary or affiliate, or a purchase or transferee of substantially all of the assets used by such party in its business to which these Terms and Conditions relates or in the event of a merger, acquisition, corporate restructuring or change in control, upon written notice of same to the Buyer.

HEADINGS. Headings used in these Terms and Conditions are for ease of reference only and will not be used to interpret any part of these Terms and Conditions.

CURRENCY. Unless expressly stated otherwise in a Quotation (on a case-by-case basis) or a subsequent agreement in writing between the Seller and the Buyer, all references to currency herein shall be in Canadian dollars.

CONFLICTING PROVISIONS OFFERED BY BUYER. FOR ABSOLUTE CERTAINTY, any terms and conditions of any form, purchase order or other purchase or order documentation whatsoever issued by the Buyer, in connection with a Quotation, which purport to be a modification of, in addition to or inconsistent with the Terms and Conditions express herein, shall not be binding on the Seller nor will such terms modify, add to, or detract from the Terms and Conditions or to any matter to which the Terms and Conditions applies in any way whatsoever.

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed in all respects by the laws of the Province of Manitoba and the federal laws of Canada applicable therein, without regard to conflict of laws principles. The Buyer and Seller specifically agree that any claim, proceeding, legal action or dispute resolution relating to this contract shall be brought in Winnipeg, Manitoba.

ENTIRE AGREEMENT. These Terms and Conditions, in addition to the applicable Quotation, contain the complete and exclusive statement of the terms of agreement with the parties with respect to the subject matter and supersede all prior and contemporaneous understandings, representations and warranties, written and oral.