

REQUEST FOR TENDER

RFT # 2019-86

Closed Circuit Television (CCTV) Inspections to inventory Town of Caledon Storm Infrastructure System

Closing Date and Time: October 16, 2019

2:00 PM local time



The Corporation of the Town of Caledon

ELECTRONIC BIDDING (E-BIDDING) PROCUREMENT PROCESS

This Request for Tender is an electronic bidding (e-bidding) opportunity.
In order to submit a Bid, use the Town of Caledon's e-bidding portal
located at

<https://caledon.bidsandtenders.ca>

Only e-bidding submissions through the website link specified above will
be accepted. Paper based Bid submissions or any other form of
submission will not be accepted and will be rejected.

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Submission Forms refer to on-line e-bidding system

EXECUTIVE SUMMARY

Timeline

Bid Document Issue Date:	September 19, 2019
Question Deadline Date and Time:	October 8, 2019 at 2:00 PM Local Time
Closing Date and Time:	October 16, 2019 at 2:00 PM Local Time
Anticipated Contract Award Date:	October 22, 2019
Anticipated Contract Start Date:	October 28, 2019
Contract Completion Date:	June 30, 2020

Project Overview

The Town of Caledon is seeking a certified and qualified vendor to conduct condition assessments with use of closed-circuit television (CCTV) of storm sewer pipes (main and leads), manholes, catch basins, and ditch inlets that comprise the Town of Caledon's storm sewer network.

The intent is to obtain a competitive unit price for all labour, material, and equipment necessary to investigate the condition of the storm sewer network within the Town of Caledon using CCTV inclusive of quality control and analysis for storm sewers ranging in diameter from 150mm to 4110mm. The investigation will include performing CCTV inspection, completing a detailed condition assessment, developing recommendations for follow-up actions to address repair and/or rehabilitation, operational issues, and health and safety issues, replacement costs, and developing an ArcGIS File Geodatabase and associated excel file for uploading into the Town's asset management software (CityWide). Each and every storm sewer, manhole, catchbasin and outfalls within the assigned sewershed shall be spatially verified via GPS coordinates so as to develop an ArcGIS File Geodatabase.

Site Meeting

A site meeting will not be held. It is the responsibility of the Bidders to visit the site to ascertain the nature and extent of the work as well as all conditions that might affect their price prior to submitting their bid response. The act of submitting a bid is to be considered full acknowledgement that the Bidder has inspected the site and is familiar with the conditions and requirements of these specifications. Bidders submitting bids that did not view the site shall do so at their own risk.

Mandatory Requirements

To be successful, Bidder must meet the following mandatory requirements:

- The Bidder must have experience in providing the required services as detailed in this RFT. The Bidder must submit a minimum of three (3) references from companies, for whom the Bidder has satisfactorily supplied, installed, for the same work in the past five (5) years. Each of the references must be of same projects completed and are to be enclosed with your Bid submission.
- The project lead responsible for review, analysis, and providing recommendations to the Town on the CCTV inspection project, must demonstrate a minimum of five years' experience in reviewing CCTV video inspection data, assessing the condition of sewer pipes, manholes, catch basins, and ditch inlets, and recommending repair, rehabilitation of replacement solutions.
- Bidders shall provide valid NASSCO certificates for all operators who will be utilized on the works.
- Bidders must have a current Commercial Vehicle Operator's Registration certificate (CVOR) with a minimum carrier safety rating of "Satisfactory" or "Satisfactory-Unaudited". Bidders shall submit their CVOR

Holder's Abstract with their bid. The search date recorded on any CVOR Holder's Abstract shall not exceed thirty (30) days from the date the bid has closed.

The Town reserves the right to reject a Tender submitted by a Bidder who has defaulted on or failed to satisfactorily complete other same work in the past. The Town reserves the right to reject any Bid unless the Bidder demonstrates to be skilled and regularly engaged in the same work as outlined in this RFT. The Town may request additional documentation from the Bidder that demonstrates their experience.

Submissions

In order to be considered, bids must be received no later than the Closing Date & Time via the e-bidding system <https://caledon.bidsandtenders.ca> . No other form of submission will be accepted. Late bids will not be accepted.

Public Opening

A public bid opening will not occur. Bid results will be available at <https://caledon.bidsandtenders.ca>

Communication

All questions, requests for information, instructions or clarifications must be sent through bidding website and directed to:

Shara-Marie Orsi ("Designated Official")
Buyer
Finance & Infrastructure Services Department

Town of Caledon
6311 Old Church Road
Caledon, ON L7C 1J6

INSTRUCTIONS FOR BIDDING

Black Out Period

The Town prohibits communications with respect to this Request for Tender initiated by a Bidder or potential Bidder to any member of Town Council, Town official, consultant or Town employee for the period of time from the release of the Request for Tender up to and including the date that a contract has been awarded (the “Black Out Period”). Any communication between the Bidder and the Town during the Black Out Period can only be undertaken through the Designated Official named in this document. Any communication initiated by a Bidder or potential Bidder during the Black Out Period to any member of Town Council, Town official, consultant or Town employee other than the Designated Official may be grounds for disqualifying the offending Bidder from consideration for the contract award and/or future Town procurement opportunities.

Communications Notice

All questions, requests for information, instructions or clarifications must be sent out through the e-bidding website and directed to the Designated Official indicated in the Executive Summary.

Any attempt to influence the evaluation and selection process may result in the immediate disqualification of the Bidder. Any attempt to bypass the purchasing process is grounds for rejection of the Bidder’s submission.

Question Deadline

The Question Deadline Date is provided in the Executive Summary. If a change is required, addenda will be issued. The Town cannot guarantee responses to questions submitted after the Question Deadline Date. The onus is on the Bidder to ensure, prior to closing, that they have received and acknowledged all addenda.

It is the responsibility of the Bidder to seek clarification of any matter that they consider unclear before submitting a bid. Bidders are encouraged to utilize the question period. The Town is not responsible for any misunderstanding of this Request for Tender on the part of the Bidder. The Town will assume no responsibility for oral instruction or suggestion.

1.1 Intent

1.1.1 The intent of this Request for Tender is to procure Goods and Services indicated in accordance with the specifications outlined herein.

1.1.2 It is the Town’s intent of this competitive bid opportunity to permit competition. It shall be the Bidder’s responsibility to advise the Designated Official through the e-bidding system if any language, requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this document to a single source. Such notification must be received no later than the Question Deadline Date stated in the Executive Summary or as amended by Addenda.

1.2 Bidder Registration

1.2.1 The Town has a Bidder registration requirement for this Request for Tender. Bidders are required to register and obtain this Request for Tender from <https://caledon.bidsandtenders.ca>

1.2.2 Bidders should include their full legal name as a document taker and Bid submissions should also contain the same full legal name.

1.2.3 An up-to-date list of document takers is available at <https://caledon.bidsandtenders.ca>. Bids received from Bidders who are not on the document takers list will be rejected.

1.3 Bid Preparation

1.3.1 Bids that do not comply strictly with the terms and conditions hereof may be declared informal and/or disqualified. Bid submissions that are incomplete, conditional, obscure or qualified will be rejected.

- 1.3.2 Bid submissions shall be signed / acknowledged in the space(s) provided by a duly authorized official of the entity bidding.
- 1.3.3 All costs and expenses incurred by the Bidder relating to the Bid submission and any negotiations with the Town will be borne by the Bidder. The Town is not liable to pay such costs or expense or reimburse or compensate Bidders under any circumstances, including the rejection of any or all other Bids. The Town will not accept responsibility for any delays or costs associated with any reviews or the review process. No Bidder shall have any claim for any compensation of any kind whatsoever as a result of participating in this Request for Tender; and by submitting a Bid, the Bidder shall be deemed to have agreed that it has no claim. The Bidder hereby releases and waives any claims for damages, including any claims for damages for fundamental breach, relating to this Request for Tender.
- 1.3.4 Bids must be submitted in accordance with the minimum specifications and scope of work outlined herein, and the terms and conditions outlined in this Request for Tender.
- 1.3.5 Bidders are cautioned against qualifying their submission in any manner whatsoever as this may result in their Bid being rejected. Bidders are required to complete the information as requested in the bid document. Bidders are strongly encouraged to ask questions, request clarification, or provide comments before the Question Deadline Date to the Designated Official.
- 1.3.6 If a Bid is a joint submission of two or more Bidders, a single Bid shall be coordinated and submitted by a lead Bidder. If successful, the Town will only enter into an agreement with the lead Bidder.
- 1.4 Inconsistency, Conflicts and Omissions**
- 1.4.1 The Bidder shall not take advantage of any apparent error or omission in the Request for Tender. Should a Bidder discover any inconsistency, discrepancy, ambiguity, error or omission in this Request for Tender prior to the closing date or omissions from this Request for Tender, or is in doubt as to their meaning, such Bidder should notify the Designated Official through the e-bidding system no later than the Question Deadline Date.
- 1.4.2 It is understood and acknowledged that while the Request for Tender includes specific requirements a complete review and recommendation is required. Minor items or details not herein specified, but obviously required for the project shall be provided as if specified in conformance with modern practices. Any omissions or errors or misrepresentation of these requirements and specifications within this Request for Tender shall not relieve the successful Bidder of the responsibility of providing the services/products as aforesaid.
- 1.5 Addendum/Addenda**
- 1.5.1 Addendum/Addenda if required will be issued by the Town and shall form part of this Request for Tender. The cost of complying with the addendum/addenda requirement (if any) shall be included in the bid price submitted. All addenda must be acknowledged in the e-bidding system.
- 1.5.2 It is the sole responsibility of each Bidder to check the e-bidding system <https://caledon.bidsandtenders.ca> for any and all Addenda that have been issued for this Request for Tender. The document takers list and any awards made are also posted on <https://caledon.bidsandtenders.ca>
- 1.6 Bid Submission**
- 1.6.1 Bid submissions must be made through the e-bidding system <https://caledon.bidsandtenders.ca>. No other form of bid submission will be accepted.
- 1.6.2 Bids shall be deemed to have been submitted only when confirmed by the e-bidding system.
- 1.6.3 Bidders should carefully examine all of the documents in the Request for Tender to determine the extent of the Work, and various provisions included in the drawings and specifications.
- 1.6.4 Bidders must report all discrepancies in writing between the various Documents and/or Contract Documents and site conditions before the Closing Date and Time to the Designated Official.

- 1.6.5 Bidders must provide sub-trades and/or suppliers with complete information as to the requirements of the Work. This is to include drawings, specifications and all Bid requirements including any Addenda.
- 1.6.6 In the event of discrepancies between the drawings and the specifications with regard to quantity or quantities of materials or items, and in the absence of Addenda in clarification of said discrepancies, the Bidder is to include for the larger quantity or quantities.
- 1.6.7 No additional payments will be made for any costs incurred through failure of the Bidder to abide by provisions stipulated in all of the articles and sub-articles of this item.
- 1.6.8 Bid submissions will be retained by the Town in accordance with its retention by-law.
- 1.6.9 Bid submissions received do not imply acceptance.

1.7 Withdrawal of Bids

- 1.7.1 A Bidder may withdraw or resubmit a submission at any time prior to the Bid Closing Date and Time through the e-bidding system.

1.8 Bid Closing Time

- 1.8.1 The Bid must be received on or before the Closing Date and Time and submitted through the e-bidding system.
- 1.8.2 Time will be determined by the e-bidding system clock.
- 1.8.3 Bids received after the Closing Date and Time will not be accepted by the e-bidding system.
- 1.8.4 The onus is on the Bidder to ensure that the Bid is submitted on or before the Closing Date and Time.

1.9 Checking of Bids

- 1.9.1 Bids are reviewed by the Town after the Closing Date and Time and are checked by the Designated Official to ensure that;
 - 1.9.1.1 The security, as required, is properly executed and equal to the Request for Tender requirements.
 - 1.9.1.2 All Bids submitted comply with the Mandatory Requirements of this Request for Tender.
 - 1.9.1.3 The Bidder's past vendor performance is satisfactory to the Town
 - 1.9.1.4 No claims or litigation proceedings have been instituted by the Bidder or in turn by the Town to the Bidder.

1.10 Approvals / Open For Acceptance / Irrevocable

- 1.10.1 All Bids are subject to the approval of the Town as required under the Purchasing Bylaw. The award may also be subject to the approval of Council and the availability of funds.
- 1.10.2 All Bids are irrevocable and open for acceptance by the Town for a period of one hundred and twenty (120) calendar days after the Closing Date and Time.
- 1.10.3 The Town may at any time within the irrevocable one hundred and twenty (120) calendar day period accept a Bid, whether or not any other Bid has previously been accepted.
- 1.10.4 Neither the issuance of this document nor the acceptance of a reply shall constitute any obligation or imply any commitment on the part of the Town.

1.11 Consideration of Award

- 1.11.1 Consideration for award shall only be undertaken in relation to Bidders who are determined by the Town to have satisfied all the requirements in this Request for Tender.
- 1.11.2 The Town hereby reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to,
 - 1.11.2.1 accept a Bid which is not the lowest Bid submission or reject a Bid that is the lowest Bid even it is the only Bid received,
 - 1.11.2.2 accept the Bid deemed most favourable to the interests of the Town or that may provide the greatest value advantage and benefit to the Town based upon but not limited to the following criteria:
 - 1.11.2.3 price
 - 1.11.2.4 ability
 - 1.11.2.5 quality of Work (guarantees and warranties)
 - 1.11.2.6 service (service depot location)

- 1.11.2.7 past experience
- 1.11.2.8 past performance
- 1.11.2.9 completion history (including extended completion dates)
- 1.11.2.10 qualification

1.11.3 The Town reserves the right to consider during the evaluation of Bids:

- 1.11.3.1 information provided in the Bid itself
- 1.11.3.2 information provided in response to enquiries of credit, experience and industry references set out in the Bid
- 1.11.3.3 information received in response to enquiries made by the Town of third parties apart from those disclosed in the Bid in relation to reputation, reliability, experience and capabilities of the Bidder, and the Town shall not be required to disclose the information obtained or the source.
- 1.11.3.4 the manner in which the Bidder provides services to others,
- 1.11.3.5 the experience and qualification of the Bidder's senior management and project team
- 1.11.3.6 the compliance of the Bidder with the Town's requirements and specifications, or
- 1.11.3.7 Bidders with known poor safety records or with inadequate qualifications or equipment shall not be considered for Award.

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

1.12 Bidder Profile

- 1.12.1 A Bidder and all proposed subcontractors (if permitted) shall be actively engaged in the line of work required by this Request for Tender and shall be able to refer to work of a similar scope and nature performed by them.
- 1.12.2 A Bidder must be prepared, when requested, to present evidence of experience, ability, capacity, service facilities, financial resources and managerial controls necessary to satisfactorily meet the requirements set forth or implied in this Request for Tender.
- 1.12.3 A Bidder must be licensed to practice in the area in which the primary services under the contract are to be provided by the applicable professional/licensing body.
- 1.12.4 Bid will be considered non-compliant and rejected if reference checks or past experience is deemed unsatisfactory, in the sole opinion of the Town.

1.13 Subcontractors (if permitted)

- 1.13.1 The Bidder shall indicate the names and addresses of each subcontractors that it proposes to use in the provision of Services and/or performance of the Work contemplated by this Request for Tender. Only one subcontractor shall be named for each part of the Work to be sublet.
- 1.13.2 The Town reserves the right to reject any subcontractor so nominated, without penalty or liability to the Town of any kind whatsoever.
- 1.13.3 The Town reserves the absolute right to require the successful Bidder to use an alternate subcontractor where the subcontractor is in litigation adverse to the Town. The Town shall not be liable to the successful Bidder for any costs associated with this change in subcontractor.
- 1.13.4 No change shall be made to the list of nominated subcontractors without the prior written approval of the Town and only on such terms and conditions as the Town in the exercise of an absolute discretion may require.
- 1.13.5 The Subcontractor must be qualified and experienced in their specified area of work. Only those Subcontractors approved by the Town may be used. Approval of Subcontractors is at the sole discretion of the Town.
- 1.13.6 The Bidder shall supervise and co-ordinate the work of all Subcontractors so employed, engaged or retained by it, or to be employed, engaged or retained by it.
- 1.13.7 The Bidder shall be liable to the Town for all expenses, costs, claims or damages arising from any errors or omissions or activities of its Subcontractors.

1.13.8 The Bidder is solely responsible for the payment of any of its Subcontractors.

1.14 Reserved Rights of the Town

1.14.1 In addition to the above, the Town reserves the right, in its sole and unfettered discretion to;

- 1.14.1.1 issue an award for the work in whole or in part, or
- 1.14.1.2 refrain from making an award if it determines that to be in its best interest, or
- 1.14.1.3 not make an award to the lowest compliant Bidder, or any Bidder, if it is determined by the Town that the costs of completing the work exceed budgetary constraints, or
- 1.14.1.4 negotiate in circumstances permitted by the Purchasing Bylaw.

No liability shall accrue to the Town for its decision in this regard.

1.14.2 The Town also reserves the right, in its sole and unfettered discretion, to

- 1.14.2.1 make public the names and bid amount of any or all Bidders
- 1.14.2.2 reject a Bidder's bid on the basis of
 - 1.14.2.2.1 a financial analysis determining the actual cost of the Bid when considering factors including but not limited to quality, service, price and transition costs arising from the delivery of the required products/services
 - 1.14.2.2.2 information provided by references
 - 1.14.2.2.3 the Bidder's past performance on previous contracts awarded by the Town
 - 1.14.2.2.4 the Bidder having failed to satisfy an outstanding debt to the Town
 - 1.14.2.2.5 the Bidder having a history of illegitimate, frivolous, unreasonable or invalid claims
 - 1.14.2.2.6 the Bidder having engaged in conduct that leads the Town to determine that it would not be in the Town's best interests to accept the Bid
 - 1.14.2.2.7 the information provided by a Bidder pursuant to the Town exercising its clarification rights under this Request for Tender, or
 - 1.14.2.2.8 other relevant information that arises during this Request for Tender
 - 1.14.2.2.9 waive formalities and accept Bids which substantially comply with requirements of this Request for Tender
 - 1.14.2.2.10 check references other than those provided by the Bidder
 - 1.14.2.2.11 disqualify any Bidder whose Bid contains misrepresentations or any other inaccurate or misleading information or any qualifications
 - 1.14.2.2.12 disqualify any Bid or any Bidder who has engaged in conducted prohibited by this Request for Tender
 - 1.14.2.2.13 make changes including substantial changes, to this Request for Tender provided that those changes are issued by way of addenda in the manner set out in this Request for Tender
 - 1.14.2.2.14 select a Bidder other than the Bidder whose Bid reflects the lowest cost to the Town
 - 1.14.2.2.15 cancel this Request for Tender at any stage
 - 1.14.2.2.16 cancel this Request for Tender at any stage and issue a new Request for Tender for the same or similar deliverables
 - 1.14.2.2.17 accept any Bid in whole or in part
 - 1.14.2.2.18 if a single Bid is received, reject the Bid of the sole Bidder and cancel this Request for Tender or enter into direct negotiations with the sole Bidder, or
 - 1.14.2.2.19 reject the lowest, any or all Bids in its absolute discretion.

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances. The Town shall not be liable for any expenses, costs or losses suffered by any Bidder or any third party resulting from the Town exercising any of its expressed or implied rights under this Request for Tender.

1.15 Award

- 1.15.1 Contract award shall be communicated by written notification from the Town to the successful Bidder, if any.
- 1.15.2 Bid results will be posted on <https://caledon.bidsandtenders.ca>
- 1.15.3 The eventual Contract will consist of the Special Provisions, Specifications, Scope of Work, Standard Contract Terms and Conditions, Additional Contract Terms and Conditions, and other related Contract documents.
- 1.15.4 Non successful Bidders will not be notified by the Town. Results will be posted on <https://caledon.bidsandtenders.ca>
- 1.15.5 The successful Bidder will be required to sign an agreement with the Town – see sample in Appendix A

1.16 Bidder's Statement of Understanding

- 1.16.1 It is understood that the Bidder has carefully examined this Request for Tender and has carefully examined the Work to be performed under the Contract if awarded. The Bidder also understands and accepts the said Request for Tender, and for the prices set forth in the Bid, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and any other materials to complete the Work in strict accordance with this Request for Tender.
- 1.16.2 A Bidder's signed/acknowledged Bid submission shall be taken as its statement that it understands the requirements and agrees to comply with the requirements and any supplementary terms and conditions stated in the Request for Tender documents. A signed/acknowledged Bid submission confirms that the Bidder has checked and confirmed pricing and it will be bound by law to supply the goods and/or services as specified at the prices tendered.

1.17 Waiver

- 1.17.1 The Town does not accept responsibility for any information or any errors or omissions which may be contained in this Request for Tender or the data, materials or Documents disclosed or as provided to Bidders pursuant to this Request for Tender. The Town makes no representation or warranty, either expressed or implied, in fact or in law with respect to the accuracy or completeness of the Request for Tender or such data, materials or Documents and the Town shall not be responsible for any actions, costs, losses or liability whatsoever arising from any Bidder's reliance or use of this Request for Tender or any other technical or historical data, materials or Documents provided by the Town. The Bidder is responsible for obtaining its own independent financial, legal, accounting and technical advice with respect to any information included in the Request for Tender or in any data, materials or Documents provided or required by the Town.

1.18 Firm Prices

- 1.18.1 Prices tendered are to be in Canadian Funds, quoted separately for each item if stipulated,
- 1.18.2 Prices are to remain firm for the duration of the Contract
- 1.18.3 Prices quoted shall include all applicable customs, duty, excise tax, freight, insurance and all other charges of every kind attributable to the Work
- 1.18.4 Bid Price must include all incidental costs and the Bidder shall be deemed to be satisfied as to all the full requirements of the Request for Tender. No claims for extra work or equipment or services will be entertained. Should the Bidder require more information or clarification on any point, it must be obtained prior to the Question Deadline.

1.19 Sales Taxes

- 1.19.1 HST must be shown separately and is not to be included in the unit prices or sub-total prices.
- 1.19.2 Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada which becomes directly applicable to the goods/services being acquired during the term of the Contract, the successful Bidder and the Town mutually agree to allow the appropriate increase or decrease in the prices as of the date they become effective.
- 1.19.3 The successful Bidder will be required to supply their HST number to the Town.
- 1.19.4 Proof of registration with the Ontario Ministry of Finance – Retail Sales Tax Branch (Vendor Permit) will be required before any PST will be remitted to an out-of-province vendor.

1.20 Unbalanced Prices

- 1.20.1 Bids received that contain prices which appear to be so unbalanced as likely to affect adversely the interest of the Town shall be qualified and may be rejected.

1.21 Transportation and Delivery Charges

- 1.21.1 Prices tendered shall be FOB delivered including transportation and delivery charges fully prepaid by the successful Bidder to any specified destination within the corporate limits of the Town, unless a breakdown is requested on this Request for Tender. The successful Bidder shall make no extra charge for delivery, packaging or containers. All costs must be included in unit prices, no additional charges shall be accepted by the Town.

1.22 Conflict of Interest, Collusion and Lobbying

- 1.22.1 The Town may reject any Bid where a Bidder is in contravention of the Town's Purchasing Bylaw with respect to conflict of interest or past vendor performance.
- 1.22.2 In participating in this Request for Tender, the Bidder represents and warrants no member, officer or employee of the Town or Council or any other Prohibited Class of Supplier as set out in the Purchasing Bylaw has or will have an interest, directly or indirectly, in the performance of a Contract, or in the supplies, work or business in connection with the Contract, or in any portion of the profits thereof, or in any monies to be derived therefrom.
- 1.22.3 Bidders or their representatives must not make any or engage in any form of lobbying, or carry out any activities to publicly promote or advertise their bid or interest in this Request for Tender.
- 1.22.4 In participating in this Request for Tender, the Bidder will not discuss or communicate, directly or indirectly, with any other Bidder or any servant, agent or representative thereof, respecting the preparation or presentation of their Bid. Each Bidder's submission shall be submitted without any connection, knowledge, comparison of figures or arrangements with any other Bidder or servant, agent or representative thereof and each Bidder will be responsible to ensure that its participation in this Request for Tender process is conducted fairly and without collusion or fraud.

1.23 Legal Claims

- 1.23.1 The Town reserves the right in the appropriate circumstances to reject any Bid if the Bidder, or any officer or director of the Bidder, is engaged, either directly or indirectly through another corporation, in a legal proceeding adverse to the Town, its elected or appointed officers and employees.
- 1.23.2 The term "legal proceedings adverse to the Town" is limited to
- 1.23.2.1 quasi-criminal prosecution proceedings to enforce Town by-laws or to enforce contraventions in the Town of other applicable legislation, or civil proceedings where a statement of claim or counterclaim or crossclaim or other similar document has been issued against the Town.

1.24 Confidentiality / Freedom of Information

- 1.24.1 All information submitted will be collected under authority of the *Municipal Act, 2001*, and may be used in the Town's review of Bids and in the contract that is entered into with the successful Bidder. In this regard, the Bidder should be aware that,
- 1.24.1.1 the Bidder's name and bid pricing at a minimum will be made public. In addition, certain contractual information must be disclosed to Council and accordingly may become part of the public record, and
- 1.24.1.2 all correspondence, documentation and information provided by a Bidder to the Town as part of the Bid may be reproduced for the purposes of reviewing the Bid and/or for the purposes of an audit of the procurement process.
- 1.24.1.3 All such information is also subject to collection in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA") and Town policies and procedures related to the collection and administration of such records. In preparing the Bid, the Bidder should note the following;
- 1.24.1.4 All correspondence, documentation and information provided by the Town, its employees, agents or representatives to any Bidder in connection with, or arising out of this Request for Tender remains the property of the Town and must not be used for any purpose other than for replying to this Request for

Tender. Confidentiality of records and information of the Town relating to the Work described in the Bid Documents must be maintained at all times. If any proprietary or confidential information belonging to, or in the care of the Town is disclosed to any Bidder by the Town's employees, agents, representatives and independent contractors, or any other person at the request of the Town in connection with the Bid Documents, the Bidder shall;

- I. safeguard all such information,
- I. maintain in strict confidence and not reproduce or disclose any such information to any person except as required by law or as expressly permitted in advance by the Town in writing,
- II. return forthwith all such information as may be in documentary form or recorded electronically
- III. Not use any such information for any purpose other than the purpose for which it was provided by the Town or by any other person at the request of the Town.

1.25 Ownership of Submission of Material

- 1.25.1 All maps, drawings, plans, specifications, computer disks and other documents;
1. provided by the Town to a Bidder shall remain the property of the Town and shall be returned by the Bidder to the Town upon demand by the Town for their return, or
 2. prepared by the Bidder as part of its Bid shall be the property of the Town and may be disposed of by the Town as it considers fit.
 3. In consideration of the right to bid being extended, the Bidder (by responding) releases all rights to the Bid submission which, on receipt by the Town becomes the property of the Town. Submissions will not be returned to Bidders.

1.26 Indemnification

- 1.26.1 The successful Bidder will indemnify and save harmless the Town, its employees, agents, successors, and assigns, from and against all actions, claims and demands whatsoever which may be brought against or made upon the Town and against all losses, liability, judgments, claims, costs, demands or expenses which the Town may sustain, suffer, or be put to resulting from or arising out of the Bidder's failure to exercise reasonable care, skill or diligence in the performance or rendering of any Work or service required hereunder to be performed or rendered by the Bidder.

1.27 Environmental Purchasing

- 1.27.1 The Town is committed to the principles of sustainable development and will apply environmentally sound practices in fulfilling its mandate in the planning and provision of materials, services and programs wherever possible. Bidders are encouraged to adopt and promote environmentally sound practices in and introduce environmentally sound goods, materials and services when dealing with the Town.
- 1.27.2 The Town wants to purchase environmentally sound products and services whenever possible and strives to include "green" options that will minimize the Town's impact on the environment and provide the best value for the Town and perform efficiently and effectively in its Request for Tenders.
- 1.27.3 If a Bidder has a product or services with "green" features or benefits which are not mentioned in this Request for Tender, Bidders are requested to submit their options/offers on or before the Question Deadline to the Designated Official through the e-bidding system. The Town will review the opportunities and issue an Addendum with its response.
- 1.27.4 Bidders will be required, upon request by the Town, to provide evidence of compliance with all applicable environmental laws and regulations regarding the manufacture, processing, handling, provision, disposal and waste management of goods and services.

1.28 Purchasing Bylaw

- 1.28.1 Bids will be issued, received, evaluated and accepted and processed in accordance with the Town's Purchasing Bylaw. By submitting a Bid, the Bidder agrees to be bound by the terms and conditions of that By-law and any amendments thereto, as if it were fully reproduced and attached to this Request for Tender.

It is the responsibility of all Bidders to become familiar with and comply with the Town's Purchasing Bylaw. The Town's Purchasing Bylaw can be found on the Town's website: www.caledon.ca

1.29 Health and Safety

- 1.29.1 The Bidder acknowledges that it has reviewed the Town's Occupational Health and Safety Workplace Violence Policy regarding responsibilities and agrees that if awarded a contract will work in compliance with the requirements of such Program. The policy is available at <http://www.caledon.ca/en/business/resources/Contractors-Safety-Program.pdf>.

1.30 Accessibility Training

- 1.30.1 The successful Bidder, its staff and all its subcontractors performing any work for the Town agrees to complete Accessibility Training (training on serving customers with disabilities) as per the Accessibility for Ontarians with Disabilities Act, 2005. The successful Bidder, its staff and all its subcontractors must have taken and confirmed their accessibility training prior to commencing any work for the Town. Any fines for non-compliance shall be borne by the successful Bidder.

Additional details

<http://caledon.ca/en/live/customerservicestandards.asp>
http://www.caledon.ca/en/townhall/resources/Accessibility_Awareness_Training_Booklet.pdf
http://www.caledon.ca/en/townhall/resources/Accessibility_Compliance_Form.pdf

1.31 No Bid

- 1.31.1 It is important that the Town receive a reply from all document takers. Although there is no obligation to submit a Bid, the completion of the Notice of No Bid form available via the e-bidding system will assist the Town in continually improving the bid process.

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions govern this purchase and the Vendor agrees to be bound by the terms and conditions set forth, except as may be amended by the Town in writing.

Article 1 - Interpretation and General Provisions

1.01 Definitions

Bid Submission - A supplier offer submitted in response to a Town Request for Proposal, Quotation, or Tender to supply goods and/or services.

Bid Request - A solicitation normally called a Request for Tender, Request for Proposal.

Contract or Contract Documents - The Contract resulting from the acceptance by the Town of a Bid by a Vendor for the supply of goods and/or services which Contract is evinced by and comprised of a Town Purchase Order or Contract Form, the Bid, the Bid Request, any addenda issued by the Town, all specifications, special provisions, requirements, drawings and/or plans issued to the Vendor by the Town, these Standard Terms and Conditions and, if required by the town a formally executed agreement satisfactory to the Town.

“**May**” and “**should**” used in this RFT denote permissive (not mandatory).

“**Must**”, “**shall**” or “**will**” used in this RFT denote imperative (mandatory), meaning Tenders not satisfying imperative (mandatory) requirements will be deemed to be non-compliant and will not be considered for Award of Contract.

Specifications - All written or printed descriptions, instructions or parameters in the Bid Request and in the Contract pertaining to the method and manner of performing the scope and requirements of the work, including those pertaining to the quantities and qualities of work.

Town or Owner - The Corporation of the Town of Caledon.

Town’s Representative or **Town’s Project Manager** – Means the main contact person at the Town for all matters relating to the project.

Vendor - The legal entity whose Bid is accepted and approved by the Town and will undertake the execution of the work under the terms of the Contract.

Work – All labour, materials, products, articles, fixtures, services, supplies and acts required to be done, furnished or performed by the successful Bidder (Vendor).

1.02 Interpretation In the Contract

- (a) Headings are for convenience of reference and are not to be used to interpret the Agreement.
- (b) All words and pronouns relating thereto shall be read and construed as to the number, gender and tense as the context of each case requires, and the verbs shall be read and construed as agreeing with the required word and pronoun.
- (c) Reference to a statute means the statute and any regulations as amended, re-enacted or remade or as changed in the exercise of a statutory power to make non-substantive changes.

1.03 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. The parties irrevocably and unconditionally attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals from them.

1.04 Severance

If any provision or provisions of this Contract or parts thereof or any of the Contract Documents or the application thereof to any person or circumstances shall be found is/are found to be invalid, unenforceable or void by any court or tribunal of competent jurisdiction, such provision or provisions or parts thereof shall be deemed severable and all other provision or provisions or parts of this Contract shall be deemed to be separate and independent therefrom and continue in full force and effect unless and until similarly found void and/or unenforceable. The remaining terms and provisions of the Contract and its application to any person or circumstances shall not be affected thereby, but this provision shall apply only insofar as the effect of that severance is not to change the fundamental nature of the obligations assumed respectively by the parties.

1.05 Accrued Rights and Remedies

Neither the expiration nor the termination of the Contract shall prejudice or affect any right of action, privilege or remedy which shall have accrued or shall thereafter accrue to the Town.

1.06 Notice

- (a) Any notice, direction, request or document required or permitted to be given by either party to the other shall be deemed to have been sufficiently and effectually given if delivered or mailed by prepaid registered post, or equivalent, or sent by facsimile transmission to the address and number shown in the Vendor submission or to such other address or number of which either party hereto may from time to time notify the other in the manner set out herein.
- (b) If any such notice, direction, request, document or payment is so given, it shall be conclusively deemed to have been given and received on the date of delivery.

1.07 No Promotion of Relationship

The Vendor must not disclose or promote its relationship with the Town, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express written consent of the Town, except as may be necessary for the Vendor to perform the Vendor's obligations under the terms of the Contract.

1.08 Anti-bribery

Should the Vendor or any of its employees, agents, contractors or representatives give or offer any gratuity to, or attempt to bribe any member of Town council or any Town employee or agent, then the Manager ,Purchasing & Risk Management shall be at liberty to cancel the Contract forthwith or to direct Town staff to take the whole or any part of the Contract out of the hands of the Vendor, without prejudice to any other rights and remedies accruing to the Town under this Contract or by operation of law.

1.09 Assignment

- (a) The Contract, or the right to receive payment hereunder, shall not be assigned or subcontracted, in whole or in part, by the Vendor without the Town's prior written consent.
- (b) Assignment or sub-contracting of the Contract shall not relieve the Vendor from any obligations under the Contract or impose any liability upon the Town, unless otherwise agreed to in writing by the Town.

1.10 Successors and Assigns

The Contract shall ensure to the benefit of, and be binding on, the parties and their respective successors and permitted assigns.

1.11 Disclaimer

The relationship between the parties created by this Contract is solely that of independent contractors. This Contract does not create any agency, employee-employer, partnership, joint venture or similar business relationship between the parties. Neither party is a legal representative of the other party, and neither party can assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of the other party for any purpose whatsoever. Each party shall use its own discretion and shall have complete and authoritative control over its employees and contractors and the details of performing its obligations under this Contract.

1.12 Order of Precedence

The contract document shall consist of:

- (a) The executed Agreement/Contract or Purchase Order
- (b) Addenda to the Bid document
- (c) Special Provisions
- (d) Contract Drawings
- (e) Request for Tender Bid document, including its Standard Contract Terms and Conditions, Additional Contract Terms and Conditions, Instructions for Bidding, Terms of Reference, and Specifications
- (f) the successful Bidder's bid submission and any subsequent negotiated changes.

These documents and portions thereof, take precedence in the order in which they are noted above, notwithstanding the chronological order in which they are issued or executed. None of the conditions contained in the Bidder's own standard or general conditions of sale shall be of any effect unless explicitly agreed to by the Town in writing.

1.13 Survival

All Vendor obligations under this Contract that necessarily extend beyond termination of this Contract in order to fully achieve their intended purpose shall survive termination of this Contract, including without limiting the generality of the foregoing, all indemnification provisions, intellectual property provisions and confidentiality provisions.

Article 2 – Execution of the Work

- 2.1 The Vendor agrees to perform the Contract in accordance with the terms, provisions and conditions of the Contract, all specifications and requirements of the Town and any supplemental directives issued by the Town and in accordance with the Contract Documents. Any item which fails in any way to meet the terms of the Contract is subject to rejection, or to be paid for on an adjusted basis, and the decision of the Town is final.

Changes by Town

- 2.2 No agreement or understanding to modify the Contract shall be binding on the Town unless in writing and authorized by the Town's authorized agent.

Character and Employment of Workers

- 2.3 The Vendor shall provide for the performance of the work by orderly, competent and skill workers and subcontractors (if permitted).
- 2.4 If, in the opinion of the Town representative, any person who is engaged in the performance of the work at any time is incompetent or disorderly during the course of their employment, the Town shall give written notice to that effect. As of the day following receipt of such notice, the Vendor shall ensure that such person is no longer engaged in the performance of the Contract at any time during the course of the person's employment or contract unless the Vendor first obtains the written permission of the Town.

New Goods

- 2.5 Any goods delivered must be standard new goods of the latest model except as otherwise specifically stated in the Bid Request document(s).

Approved Substitute

- 2.6 If the Vendor is not able to deliver the specified goods or services after receiving notification of award, the Vendor will be required to submit an approved substitute at no extra cost to the Town. Failure to do so may result in additional charges incurred by the Town to obtain the goods from alternate sources. These charges will be passed on the Vendor for non-performance. All substitutes must be approved in writing by the Town.

Defective - Inferior Goods and Services

- 2.7 Should the Vendor at any time offer for acceptance any Goods or Services described within this Document which is deemed to be of inferior quality in the opinion of the designated Town official, such material shall not be accepted.
- 2.8 At any time within the Contract period, the Town reserves the right to accept or reject Goods or Services that it deems inferior and will be subject to replacement or 100% refund of purchase price, including all associated costs of supply (example - freight).

The following is at the Town's discretion:

- i) charge the Vendor for any shipping and removal costs, and
 - ii) use or consume the material and discount the price and
 - iii) return the materials forthwith, without penalty or any re-stocking charges.
- 2.9 Should the Town determine that goods received are defective or sub-standard, the Town shall have sole discretion to:
- i) reject the goods outright
 - ii) return the goods whether they have previously been accepted or not
 - iii) require the Vendor to retrieve the goods at its own expense
 - iv) use the goods and adjust the price accordingly
 - v) require the Vendor to replace the goods forthwith at no extra cost.
- 2.10 Under no circumstances will the Town be responsible for re-stocking charges.

Rejected Goods and Services

- 2.11 When commodities are rejected, the same must be removed by the Vendor from the premises of the Town within five (5) days after (written or fax) notification unless public health and safety require immediate destruction or other disposal of such rejected commodities in which case the Town may take such actions as it deems necessary. Rejected items left longer than five (5) days will be considered abandoned and the Town shall have the right to dispose of them as its own property.

Delivery

- 2.12 Time is of the Essence
Time is of the essence for the delivery or provision of the goods and/or services requested herein. The delivery date must be adhered to as the Town is relying on that date for their part of its operations. Failure to comply with the time schedule herein, in providing the goods/services may result in the Town taking further action to obtain an alternative supply, in which event the cost incurred shall be charged to the Vendor up to the time that the goods/services outlined in this Document are provided. If such cost is not paid by the Vendor, it shall be deducted from the balance of the purchase price owing. Where it is not possible to obtain the goods/services on or before the date of delivery, the Town will charge back to the Vendor the difference between the price submission and the acquisition cost of the alternative goods/services.

- 2.13 Late Delivery

Failure of the Vendor to deliver within the time specified or within a reasonable time as interpreted by the Town in its sole discretion or failure to make replacements of rejected commodities when so requested, will constitute authority for the Town to purchase in the open market to replace the commodities rejected or not delivered. The Town reserves the right to authorize immediate purchases in the open market against rejections on any contract when necessary. On all such purchases, the Vendor agrees to promptly reimburse the Town for excess costs incurred by such purchase. Such purchases will be deducted from the contract quantities.

Force Majeure

- 2.14 In the event that performance of the Contract in the reasonable opinion of either party is made impossible by an occurrence beyond the control of the party affected, then either party shall notify the other in writing and the Town shall either:
- .1 terminate the Contract forthwith and without any further payment being made, or
 - .2 authorize the Vendor to continue the performance of the Contract with such adjustments as may be required by the occurrence in question and agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustments, it is agreed by the parties that the Contract shall be terminated.
- 2.15 Delays in, or failure of, performance by either party under the Contract shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to: decrees of governments, acts of God, fires, floods, riots, war, rebellion, sabotage and atomic or nuclear incidents. However, lack of finances, strikes, lockouts, or other concerted acts by workers, delay or failure arising out of the nature of the work being done, or from the normal action of the elements, or from any normal difficulties which may be encountered in the performance of the work, having regard to the nature thereof, shall in no event be deemed to be a cause beyond a party's control. Normal difficulties include, but are not limited to, those related to quality of equipment or delay of delivery of equipment.

Non Performance

- 2.16 The Town reserves the right to determine, in its sole and unfettered discretion, non-performance of the Contract, including the level of quality of equipment or services provided, and further reserves the right to cancel any part or the entire Contract if the Vendor fails to correct deficiencies within the time period provided. The Town's evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.
- 2.17 In the event that the Vendor fails or neglects to comply with any condition set out in the Contract, the Contract may be unconditionally cancelled by the Town without notice.

Dispute Resolution

- 2.18 Should any disputes arise in regard to this Contract, the Town, while retaining the right to terminate the Contract, will follow the dispute resolution process as follows:
- .1 The Town will issue a verbal warning outlining the issues of non-compliance (with respect to the Contract specifications or performance) to the Vendor. The Town reserves the right to hold back monies until the deficiencies have been addressed, according to the standards specified.
 - .2 If the problems persist, the Town will issue a written notice to the Vendor, stating the deficiencies and the time period which the Vendor has to correct the item(s) and a warning that the Contract shall be cancelled should the problem(s) not be resolved within the allotted time (a dollar value may be deducted from any monies owing, representing any costs which the Town has absorbed in its attempts to correct the problem(s)).
 - .3 Should the problem(s) remain outstanding, the Town may issue a letter stating final Contract cancellation.

Vendor Code of Conduct/Vendor Performance

- 2.19 The Vendor shall comply with the Town's Vendor Code of Conduct located at www.caledon.ca/purchasing. The Vendor will diligently perform and complete the Goods and Services in accordance with this Contract, "Industry Standards", and all applicable laws. The Vendor agrees to attend vendor performance meetings and reviews as required by the Town at no cost to the Town. Failure to comply with the Contract, Vendor Code of Conduct or poor vendor performance may result in poor

performance ratings which may result in Contract termination, vendor disqualification and banning from eligibility of future contracts with the Town.

Article 3 – Termination for Convenience

Cancellation

- 3.1 The Town shall have the right to cancel any uncompleted or unperformed portion of the project, work or supply or part of them. In the event of such cancellation, the Town shall pay all reasonable costs incurred by the Vendor up to the date of cancellation considering the work/service was provided in accordance with the Contract Documents and to the satisfaction of the Town. Payment shall be in accordance with prices submitted by the Vendor in the Bid submission.
- 3.2 The Town shall not be liable to the Vendor for loss of anticipated profit on the cancelled portion or portions of the Contract.

Default by Vendor

- 3.3 If the Vendor commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property, or if the Vendor makes a general assignment for the benefit of its creditors, then, in any such case, the Town may, without notice, terminate the Contract.
- 3.4 If the Vendor fails to comply with any request, instruction or order of the Town; or fails to pay its account; or fails to comply with persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the Project, Work or Supply; or fails to prosecute the Project, Work or Supply with skill and diligence; or refuses to correct defective equipment or Work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract; then, in any such case, the Town may terminate the Contract.
- 3.5 Any termination of the Contract by the Town as mentioned in 3.4 above shall be without prejudice to any other rights or remedies the Town may have.
- 3.6 If the Town terminates the Contract, it is entitled to
 - .1 withhold any further payment to the Vendor until the completion of the Project, Work or Supply and the expiry of all obligations under the Contract, and
 - .2 recover from the Vendor any loss, damage and expense incurred by the Town by reason of the Vendor's default (which may be deducted from any monies due or becoming due to the Vendor).

Article 4 – Insurance and Contract Security

Insurance

- 4.1 Throughout the term of the Contract (including any renewal thereof), the Vendor shall obtain and maintain at its own expense, including the cost of any applicable deductible, the following policies of insurance.
 - .1 Commercial General Liability Insurance, including but not limited to bodily injury and personal injury liability, property damage, products liability, completed operations liability, owners & contractors protective liability, blanket contractual liability, premises liability, broad form property damage, employer's liability and voluntary compensation and contingent employer's liability coverage, having an inclusive limit of not less than \$5,000,000 per occurrence.
 - .2 Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Vendor for the provision of services.

- .3 Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than \$2,000,000 per occurrence in respect of vehicles not owned by the Vendor that are used or operated on its behalf for the provision of services under the Contract.
 - .4 Professional Liability Insurance in the amount of \$2,000,000 per claim (or per occurrence) provides coverage for acts, errors and omission arising from vendor's professional services performed under this Contract. The policy SIR/deductible shall not exceed \$25,000 per claim. If the policy is to be cancelled or non-renewed for any reason, 90 days notice of said cancellation or non-renewal must be provided to the Corporation of the Town of Caledon. The Corporation of the Town of Caledon has the right to request than an Extended Reporting Endorsement be purchased by the Vendor at the Vendor's sole expense.
 - .5 Umbrella and/or Excess Liability Insurance policies may be applied to increase liability limits. Certificate(s) of insurance must specify the underlying policies to which the umbrella/excess coverages apply and indicate any applicable aggregates.
- 4.2 The Vendor shall maintain property insurance, as may be applicable, with respect to loss or damage (including fire, theft, burglary, etc.) of its own property and property in its care, custody and control, including but not limited to its equipment, tools, stock and inventory, used in connection with the Contract.
- 4.3 The Vendor shall ensure that of all its Subcontractors carry sufficient insurance coverage in order provide coverage of risks associated with the Contract.
- 4.4 All policies of insurance with respect to subsection (1) shall, subject to the terms of the indemnity provisions
- .1 be recorded as a primary policy and shall be in a form and issued by an insurance company satisfactory to the Town that is licensed to carry on business in Ontario
 - .2 show all values in Canadian funds
 - .3 be maintained continuously during the course of carrying out the Project, Work or Supply; or for such period of time as may be required after completion of the Project, Work or Supply, as deemed necessary by the Town
 - .4 provide for a deductible amount of no greater than \$10,000; or such other amount as the Town, at its sole discretion, may deem appropriate
 - .5 (except in the case of automobile liability insurance, non-owned automobile liability insurance, professional errors & omissions liability insurance) include the Town as an additional insured to the extent of the Vendor's obligations to the Town under the Contract Documents
 - .6 Contain cross liability and severability of interest provisions, as may be applicable
 - .7 Preclude subrogation claims against the Town and any other person insured under the policy, and
 - .8 Provide that at least 30 days written notice (15 days in the case of automobile liability insurance, and 10 days in the event of non-payment of premiums) shall be given to the Town by the insurer before the insurer or Vendor takes any steps to cancel, terminate, fail to review, amend or otherwise change or modify the insurance or any part thereof.
- 4.5 Any insurance coverage acquired under the Contract shall in no manner discharge, restrict or limit the liabilities assumed by the Vendor under the Contract. The dollar limit of insurance coverage shall not be limited by the dollar amount of the Contract.
- 4.6 The Vendor shall pay all premiums on the policies as they become due provided that the Town may pay premiums as they become due and deduct the amount thereof from moneys due from the Town to the Vendor should the Vendor fail to do so.
- 4.7 The Vendor shall provide the Town such evidence of its insurance as provided in or required under the provisions of the Information for Bidders, an Addendum or the Special Provisions,
- .1 at the time of execution of the Contract, or
 - .2 in any event prior to commencing the Project, Work or Supply, or

- .3 upon notification by the Town of the recommendation of award of the Contract, and thereafter during the term of the Contract, no later than 20 business days prior to the renewal date of each applicable policy.

The Vendor shall provide the Town with a certificate of insurance signed by an authorized insurance representative confirming thereon relevant coverage information.

- 4.8 The Vendor shall not do or omit to do anything that would impair or invalidate the insurance policies.
- 4.9 Delivery to and examination or approval by the Town of any certificates of insurance or policies of insurance or other evidence of insurance shall not relieve the Vendor of any of its indemnification or insurance obligations under the Contract. The Town shall be under no duty either to ascertain the existence of or to examine such certificates of insurance or policies of insurance or to advise the Vendor in the event such insurance coverage is not in compliance with the requirements set out in the Contract.

Contract Security

- 4.10 The Vendor shall, prior to the commencement of the Work or within the specified time, provide to the Town any Contract security specified in the Bid Documents.

Article 5 – Indemnification / Warranty

- 5.1 The Vendor shall indemnify, defend and hold the Town (including its officials, officers, directors, employees, agents, affiliates and representatives) [collectively referred to as the “Indemnified Party”] harmless against any and all claims, demands, costs (including legal costs on a substantial indemnity bases), penalties, fines, fees, royalties, damages (including indirect, special, remote and/or consequential damages) and causes of action, including, without limitation, proprietary or personal injury (including death) that arise from, either directly or indirectly, or relate to, any act or omission of the Vendor, its officials, directors, officers, employees, agents, affiliates, partners (general or limited), joint ventures, contractors, sub-contractors, and other representatives, in connection with the Vendor’s responsibilities pursuant to Request for Tender and the Contract Documents, including without limitation, the provision of any and all Goods and Services, as well as any patent, trademark, or copyright infringement or breach of intellectual property right, except to the extent that same was caused by the negligence or willful misconduct of the Indemnified Party.
- 5.2 The rights to indemnity contained herein shall survive the early termination or expiry of the Contract.
- 5.3 The rights to indemnity provided for in this section shall be deemed to be in addition to any rights with respect to insurance in favour of the Indemnified Party provided in the Contract Documents.

Damage Claims

- 5.4 The Vendor shall be responsible for all damages caused by it, its employees, agents, sub-contractors, any workers or persons employed by it, under its control, arising from the execution of the work, by reason of the existence, location, condition of work, any materials, plant or machinery used thereon or therein, or which may happen by reason of the Vendor’s failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the Contract and agrees to hold Town safe and harmless from any such claims by third parties, including any legal costs incurred by the Town in connection therewith on a solicitor-client basis.

Patents and Copyrights

- 5.5 The Vendor shall defend, indemnify and save harmless the Town from all and every claim for damages, royalties, or fees for the infringement of any patented invention or copyright occasioned by them in connection with work done or material furnished by it under the Contract.

- 5.6 No illegal commerce or gray market goods shall be supplied to the Town and every person supplying goods or goods and services to the Town shall be deemed to have warranted that they are genuine and lawfully supplied.

Intellectual Property

- 5.7 The Vendor shall pay all royalties and license fees relating to any intellectual property rights in Work performed by the Vendor and shall ensure that the Town is entitled to enjoy the benefits of services, free from any claims by any third party.

Warranty

- 5.8 The Vendor shall promptly repair or replace, at no cost to the Town, all defects in materials or workmanship of which the Vendor has been properly notified within a period of one year from date of completion of the Project, Work or Supply.
- 5.9 This warranty shall not apply where a different warranty is specified in the Special Provisions, Specifications, Bid Document or an Addendum.
- 5.10 If at any time prior to one year after the actual delivery date or completion of the work (or specified warranty/guarantee period if longer than one year) any part of the work becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the Contract, the Vendor, upon request, shall make good every such defect, deficiency or failure without cost to the Town, including all associated costs.

Article 6 – Governing Regulations

Regulation Compliance and Legislation

- 6.1 The Vendor shall comply with all applicable statutes, laws, by-laws, regulations, ordinances and orders whether Federal, Provincial, Municipal or otherwise, at any time in effect during the term of the Contract and all rules and requirements of the police and fire departments, or other governmental authorities, and all C.S.A. approvals, if required.
- 6.2 Any breach or breaches of any applicable laws or by-laws, whether by the Vendor or any of its subcontractors, may result in the immediate termination of the Contract and the forfeiture of all sums owing to the Vendor by the Town.

Personal Property Security Act

- 6.3 The Vendor has the full power and legal right and the responsibility to convey the title to all products hereunder which shall pass to the Town in accordance with the terms of the Contract and all goods and products hereunder shall be free from all liens, encumbrances, security interests and all transactions contemplated under the Contract shall be in the ordinary course of business of the Vendor within the meaning of the *Personal Property Security Act*.

Occupational Health and Safety Act

- 6.4 Vendor (and, where applicable, their sub-contractors) should be aware of and abide by the *Occupational Health and Safety Act*, R.S.O., 1990, as amended, prior to commencing, during and after completion of all work activities engaged in on Town premises.
- 6.5 The Vendor shall:
- .1 comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health,

- .2 be responsible for the safety of all workmen and equipment on the project in accordance with all applicable legislation,
 - .3 provide and maintain adequate barricades, warning signs, out of order signs and all necessary safety precautions.
- 6.6 In the event the Vendor deems any system or equipment to be unsafe, the Vendor shall take remedial action and immediately notify the Town. The Vendor shall not leave the premises until steps have been taken to protect the public and occupants from all hazards in or with materials or equipment.
- 6.7 Vendor shall provide Material Safety Data Sheets (MSDS) to the Town for any supplied Hazardous Materials.

Workplace Safety and Insurance Board Coverage

- 6.8 The Vendor prior to commencing the Work,
- .1 shall submit to the Town a Clearance Certificate from the Ontario Workplace Safety and Insurance Board and shall provide additional certificates with respect to such coverage as often as the Town deems necessary during the term of the Contract to ensure continued good standing with the Workplace Safety and Insurance Board; or
 - .2 furnish proof in a form satisfactory to the Town from the Workplace Safety and Insurance Board that the Vendor does not require Workplace Safety and Insurance Board insurance, but in such case if the Vendor changes its status during the term of the Contract so that such coverage is required, the Vendor shall immediately provide the Town with the required certificate required under section 6.11.1.
- 6.9 Where a substantial portion of the work to be done under the Contract is to be carried out by a sub-contractor, the Town may require the Vendor to furnish the same evidence as provided under section 6.8.1.

Article 7 - Payment and Invoicing

Currency

- 7.1 All payments will be in Canadian funds, unless otherwise specified.

Sales Taxes, Excise Taxes and Duties

- 7.2 The Town is subject to payment of Federal and Provincial taxes unless otherwise noted within the Document.
- 7.3 Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada which becomes directly applicable to the goods/services being acquired during the term of this Contract, the Vendor and the Town mutually agree to allow the appropriate increase or decrease in the prices as of the date they become effective.
- 7.4 The onus is on the Vendor to bring to the Town's attention any such changes.

Withholding Tax

- 7.5 Payments to a non-resident Vendor will be subject to a 15% withholding tax from payment for services rendered in Canada as required by the Canadian Income Tax Act.
- 7.6 Collection of the withholding tax by the Town may be waived on receipt of certification which is available to non-residents through Revenue Canada.
- 7.7 Collection of the withholding tax by the Town may be waived on receipt of certification which is available to non-residents through Revenue Canada.

Payment Discount/Non Performance

- 7.8 Where there is a question of non-performance involved, payment in whole or in part will be withheld. In the event a cash discount is involved, the withholding of payment as provided herein shall not deprive the Town from taking such discount.

Transportation and Delivery Charges

- 7.9 Unless otherwise specified under the Special Provisions and Specifications section of this document, prices shall be net prices including transportation and delivery charges fully prepaid by the Vendor to any specified destination within the corporate limits of the Town.

Payment Terms

- 7.10. Any discount offered by the Vendor in their Bid and accepted by the Town will be applied to all invoices. In the absence of a favourable discount, the standard of Net 30 days shall apply.

Right to Retain Monies

- 7.11 The Town shall have the right to retain, out of any monies payable to the Vendor under this Contract the total amount, from time to time, outstanding of all damage claims by third parties arising out of this or any other contract which may have not been settled by the Vendor or its insurer. For the purpose of this paragraph, a claim has been settled if a payment has been made to and accepted by the claimant and a complete release obtained from it, or if the claim has been fully investigated and a complete denial of liability has been made to the claimant.

Liens

- 7.12 Payment of work done or materials supplied shall not become due until the Vendor, if requested, has filed with the Town, satisfactory proof that all accounts for labour and material furnished to the project by third parties have been paid. If any lien remains unsatisfied after all payments have been made, the Vendor shall refund to the Town all monies that the latter may be compelled to pay in discharging such a lien, including all costs incidental thereto.

Vendor Code of Conduct

- 7.13 The Vendor agrees to adhere to the Town's Vendor Code of Conduct located at www.caledon.ca/purchasing. Failure to comply with any part of the Town's Vendor Code of conduct may result in termination of the Contract and barring of the Vendor from future bidding opportunities.

ADDITIONAL TERMS AND CONDITIONS

1. CONTRACT PERIOD

The first contract year shall be from date of contract execution until June 30, 2020. The contract may be extended at the sole discretion of the Town for an additional four, one (1) year periods. Each additional optional year will commence on July 1 of each year and end June 30 of the following year. The contract extension is subject to satisfactory performance of the Vendor, pricing, and Town/Council budget approvals for each and every subsequent year.

Unit prices must be held firm for the first contract year. Unit prices for any additional one-year extensions will be calculated by applying the annualized Consumer Price Index (CPI) for Ontario – All Items from to the unit price for the previous year to a maximum of three percent (3.00%). The most recent annualized Consumer Price Index for Ontario – All Items available at time of contract extension will be used for calculations.

All expenses, including equipment maintenance, fuel, travel, meals, will be the responsibility of the Vendor. The Town will not accept any additional charges regardless if they are included in the list above or not. It is the sole responsibility of the Bidder to anticipate all charges and expenses and include them in the unit prices submitted.

2. QUANTITY

Quantities provided are estimates only and should not be interpreted as indicating a minimum or maximum order quantity. The quantities shall be used as a basis for comparison upon which the award will be made. These quantities are not guaranteed to be accurate and are furnished without any liability to the Town whether increased or decreased.

3. VENDOR PERFORMANCE

Meetings between the Vendor and the Town may take place to discuss the Vendors performance on an ongoing basis and to follow up on any problem(s) which may have been discussed at prior meetings. The interval of these meetings will be at the Town's discretion and will be determined by the Vendor performance.

The Town reserves the right to remove from future eligibility the name of any Bidder for failure to accept a contract or unsatisfactory performance of a contract.

4. SCHEDULE OF WORK

- (1) The Vendor shall provide a detailed breakdown of the intended schedule prior to the start of work.
- (2) The Vendor shall notify the Town and the Town's consultant a minimum of 48 hours prior to the intended starting date.
- (3) The Vendor shall notify the Town and the Town's consultant of any significant change of schedule.
- (4) The Vendor shall notify the Town, the Town's consultant and/or the authorities having jurisdiction sufficiently early that required inspections can be undertaking without affecting the Work schedule. Failure of the Vendor to provide sufficient notice shall not relieve the Vendor of the requirement to complete the Work promptly and expeditiously.

5. SUBCONTRACTORS

The Vendor shall be fully responsible for the performance of each subcontractor and shall ensure that all contract terms, conditions and requirements are met. Default by any subcontractor shall constitute default by the prime Vendor and shall permit the Town to seek the remedies set out within this RFT document.

Nothing contained in the Contract documents shall create any contractual relation between any subcontractor and the Town. The Town reserves the absolute right to require the Vendor to use an alternate subcontractor(s) where any if the subcontractor(s) is/are in litigation adverse to the Town. The Town shall not be liable to the Vendor for any costs associated with this change in subcontractor(s).

Vendor shall not be permitted to substitute any subcontractor(s) in place of those named in this Contract without the written approval of the Town.

Only one subcontractor shall be named for each part of the work to be sublet.

The subcontractor shall be required to adhere to all the conditions as detailed herein. The Town may request at any point in the Contract for the Contractor to produce records pertaining to the subcontractor as it relates to the conditions as set forth.

A subcontractor will not be permitted to undertake works in excess of twenty-five (25) per cent of the total contract price.

SUPPLEMENTAL GENERAL CONDITIONS

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1. GENERAL CONDITIONS OF THE CONTRACT

For the purpose of this Contract, the OPS Volume 7 - Ontario Provincial Standards, General Conditions of Contract and General & Construction Specifications (OPSS.MUNI 100 November 2006) shall be amended as set out herein.

Where any article, paragraph or subparagraph in the OPS Volume 7 - Ontario Provincial Standards, General Conditions of Contract and General & Construction Specifications (OPSS.MUNI 100 November 2006) is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto.

Where any article, paragraph or subparagraph in the OPS Volume 7 - Ontario Provincial Standards, General Conditions of Contract and General & Construction Specifications (OPSS.MUNI 100 November 2006) is amended, voided or superseded by any of the following paragraphs, the provisions of such article, paragraph or subparagraph not so amended, voided or superseded shall remain in effect.

GC1.04 Definitions

Clause GC1.04 is amended by adding the following definition “Abnormal Weather means an extreme *climatic condition characterized by wind speed, air temperature, precipitation, or snowfall depth, that is less than or greater than 1½ standard deviations from the mean determined from the weather records of the 25 years immediately preceding the tender opening date*”.

Clause GC3.07.01 (e) is deleted and replaced with the following: “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”.

Clause GC3.07 is added to by adding:

.04. To determine if the weather encountered during the term of the Contract constitutes Abnormal Weather, the weather records used for the calculation of the 25-year mean and standard deviation shall be from the Environment Canada weather station nearest to the location of the Work. The weather conditions measured in time periods of 3 consecutive Days within a 30-Day period, a calendar month, or 3 consecutive calendar months shall be used to determine the values for the calculations. No other time periods shall be considered.

- a) For precipitation and snowfall, the values for each year shall be the total amount over the time period.
- b) For wind and temperature, the values for each year shall be either the highest or lowest value in the time period.
- c) The same month or 3 month time period shall be used for each of the 25 years.
- d) For a consecutive 3-Day period within a 30-Day period, the 30-Day period shall begin 15 Days prior to the start of the weather event that is suspected to be abnormal. Only the highest or lowest 3-Day value within the same 30-Day period shall be used for each of the preceding 25 years.

The definition of “Contract” is amended to read: “Contract” means the undertaking by the Owner and the Contractor to perform their respective duties, responsibilities and obligation as prescribed in the Contract Documents and represents the entire agreement between the parties.

The definition of “Contractor” is amended to read: “Contractor” means the person, partnership or corporation undertaking the Work as is identified in the Agreement. The term “Contractor” means the Contractor or the Contractor’s authorized representative, as designated to the Owner, in writing.

Whenever the word “Contract Administrator” appears in this Contract, it shall mean the Director of Public Works and Engineering of the Town of Caledon or his authorized representative.

The definition of "Owner" is amended to read: "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" or the Owner's authorized agent or representative, as designated to the Contractor, in writing, by the Contract Administrator.

The definition of "Subcontractor" is amended to read: "Subcontractor" means a person, partnership or corporation undertaking the execution of a part of the Work by virtue of an agreement with the Contractor or supplying products for the Work.

The definition "Toxic or Hazardous Substances" is added to read: "Toxic or Hazardous Substances" means, collectively, any contaminant, waste, subject waste, pollutant as defined in the *Environmental Protection Act* (Ontario) and regulations thereunder, toxic substance (as defined in the *Canadian Environmental Protection Act* (Canada), dangerous goods (as defined in the transportation of *Dangerous Goods Act* (Canada) and regulations thereunder), asbestos (as defined in the *Occupational Health and Safety Act* R.S.O. 1990, c. O.1, as amended and the regulations issued thereunder), petroleum, its derivatives, by-products or other hydrocarbons as defined in or pursuant to any applicable, laws, regulation, by-laws, guidelines or orders rendered by any governmental authority or any other substance or material which when released to or present in the natural environment is likely to cause in some immediate or foreseeable future time, material harm or degradation of the natural environmental or material risk to human health.

Whenever the word "Town", "Owner" or "Corporation" appears in this Contract, it shall mean The Corporation of the Town of Caledon.

The definition of "Warranty Period" is amended to read: "Warranty Period" means the period of 12 months from the date of Completion of the Work or such longer period as may be specified for certain materials of the Work.

The definition of "Work" is amended to read: "Work" means all labour, materials, products, articles, fixtures, services, supplies and acts required to be done, furnished or performed by the Contract Documents.

The definition of "Working Area" is amended to read: "Working Area" means all the lands and easements on, over or under which the Work is undertaken that are owned or acquired by the Owner or lands or easements that the Owner is required and authorized to maintain on behalf of another municipality.

GC1.08 Interpretation of Certain Words

Clause GC1.08 is added to by adding:

.02. Where the context requires it whenever the word "construction" or "Construction" appears in the OPS Volume 7 - Ontario Provincial Standards, General Conditions of Contract and General & Construction Specifications (OPSS.MUNI 100 November 2006) it shall be deleted and the word "Work" substituted therefor.

03. Wherever the word "Substantial Performance" appear in the OPS Volume 7 - Ontario Provincial Standards, General Conditions of Contract and General & Construction Specifications (OPSS.MUNI 100 November 2006) they shall be deleted and the word "Completion" substituted therefor.

GC2.02 Order of Precedence

Clause GC2.02.02 (b) is amended by adding the words "of the same date" to the end of this clause.

GC3.01 Contract Administrator's Authority

Clause GC3.01.03 is revised by inserting the following at the end of this clause: "The Contract Administrator will not be responsible for and will not have control, charge, or supervisions of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the Work in accordance with the applicable construction safety legislation, other regulation or general construction practice. The Contract Administrator will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Contract Administrator will not have control over, charge of, or be responsible for the acts or omissions of the Contractor, Subcontractors, suppliers or their agents, employees and any other persons performing portions of the Work.

Whenever the Contract Administrator considers it necessary or advisable, the Contract Administrator will have authority to require inspections or testing of the Work, whether or not such Work is fabricated, installed or completed. However, neither the authority of the Contract Administrator to act, nor any decision either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Contract Administrator to the Contractor, Subcontractors, suppliers or their agents, employees or other persons performing any of the Work.”

Clause GC3.01.18 is added as follows: “All certificates issued by the Contract Administrator shall be to the best of the Contract Administrator’s knowledge, information and belief. By issuing any certificate, the Contract Administrator does not guarantee the Work is correct or completed.”

Clause GC3.01.19 is added as follows: The inspector(s) appointed or designated by the Contract Administrator are required to see that the provisions of the Specifications are faithfully adhered to, especially in regards to the quality of Workmanship and materials and shall have the power to suspend any Worker for incompetency, drunkenness, or negligence or disregard of others. An Inspector may stop the Work entirely if there is not a sufficient quantity of suitable and approved material on the ground to carry it on properly, or for any other good and sufficient cause. Any Work done in the absence of an Inspector shall be opened up for thorough examination and must be rebuilt or replaced as directed and at the Contractor’s sole expense, but no approval by any Inspector shall be taken as or construed into an acceptance of defective or improper Work or material, which must, in every case, be removed and properly replaced whenever discovered at any stage of the Work. Orders given by Inspectors relating to the quality of material and Workmanship must be at once obeyed by the Contractor, but the Inspectors have not the power to set out Work or give any stakes, lines, gauges, levels or grades

GC3.02 Working Drawings

Clause GC3.02.06 is revised by deleting the words “Permission to construct granted”.

Clause GC3.02.07 is revised by adding the following words to the end of the clause: “and make such set available to the Owner and the Contract Administrator at all times”.

GC3.05 Layout

Subsection 3.05 is deleted in its entirety.

GC3.07 Delays

Clause GC3.07.01 is amended by replacing the words “shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay” with “may apply for an extension of Contract Time”.

The circumstances noted in clauses GC3.07.01 (a), (b), (c), (d), (e) and (f) will entitle the Contractor to an extension of Contract Time but **not** to any additional compensation.

Clause GC3.07.01 (e) is deleted and replaced with the following: “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”.

Clause GC3.07 is added to by adding:

.04. To determine if the weather encountered during the term of the Contract constitutes Abnormal Weather, the weather records used for the calculation of the 25-year mean and standard deviation shall be from the Environment Canada weather station nearest to the location of the Work. The weather conditions measured in time periods of 3 consecutive Days within a 30-Day period, a calendar month, or 3 consecutive calendar months shall be used to determine the values for the calculations. No other time periods shall be considered.

- a) For precipitation and snowfall, the values for each year shall be the total amount over the time period.
- b) For wind and temperature, the values for each year shall be either the highest or lowest value in the time period.

c) The same month or 3 month time period shall be used for each of the 25 years.

d) For a consecutive 3-Day period within a 30-Day period, the 30-Day period shall begin 15 Days prior to the start of the weather event that is suspected to be abnormal. Only the highest or lowest 3-Day value within the same 30-Day period shall be used for each of the preceding 25 years.

GC3.08 Assignment of Contract

Clause GC3.08.01 is amended by adding the following words to the end of this clause: "which consent may be arbitrarily withheld by the Owner".

GC3.09 Subcontracting by the Contractor

Clause GC3.09.04 is amended by adding the following: "In addition to the requirements of Section GC3.09 of the General Conditions, the Contractor will be required to submit to the Owner, for its approval, a list of proposed subcontractors, showing the value of the Work to be sublet to each, prior to such subcontractor participating in the Work. The total value of the Work sublet, shall not exceed 50% of the total tender.

Clause GC3.09.07 is added as follows: "The Contractor shall, in the case of its Subcontractors and suppliers, be held responsible for and shall ensure that they obtain all necessary permits, fees, licenses, certifications, inspections and all insurance in connection with the Work as may be required by laws, ordinances, rules, regulations and codes relating to the Work and by the Contract Documents."

GC3.10 Changes

GC3.10 of the General Conditions is modified for purposes of this Contract in cases where the Owner requests the Contractor to submit cost quotations in advance for any changes in the Work, extra Work or additional Work.

For changes in the Work, extra Work or additional Work approved in advance by the Contract Administrator in accordance with cost quotations submitted by the Contractor, payment shall be based on the approved quoted cost and the requirements of GC3.13 and GC8.02.04 shall not apply.

GC3.10.02 Extra Work

Clause GC3.10.02.03 is amended by inserting the following sentence at the end of this clause: "In presenting his claim to the Owner for a cost of a change in the Work, the Contractor shall include, itemize and separate all direct and indirect costs associated with that change."

GC3.10.03 Additional Work

Clause CG3.10.03.03 is amended by inserting the following sentence at the end of this clause: "In presenting his claim to the Owner for a cost of a change in the Work, the Contractor shall include, itemize and separate all direct and indirect costs associated with that change."

GC3.12 Use and Occupancy of the Work Prior to Substantial Performance

Subsection 3.12.01 is deleted in its entirety.

GC3.13 Claims, Negotiations, Mediation

GC3.13.01 Continuance of the Work

Clause GC3.13.01.02 is added to read: "The Contractor shall give written notification of his intent to submit a claim for extra Work prior to the commencement of that Work; otherwise claims for extra Work will not be considered."

GC3.13.04 Negotiations

Clause GC3.13.04.02 is amended by replacing the words "shall proceed in accordance with Clause GC3.13.05, Mediation, or Subsection GC3.14, Arbitration, with the words "may refer the unresolved dispute to the Courts or to any other form of dispute resolution, including arbitration, which they have agreed to use".

GC3.13.05 Mediation

Clause GC3.13.05 is deleted in its entirety.

GC3.13.06 Payment

Clause GC3.13.06.01 is amended to read: "Payment of claims accepted for payment will be made on the next payment date following the issuance of the next payment certificate issued after the date of resolution of the claim or dispute. Such payments will be made according to the terms of Section GC8, "Measurement and Payment"."

GC3.13.07 Rights of Both Parties

Clause GC3.13.07.01 is amended by deleting the words "provided that the requirements set out in this subsection are fulfilled".

GC3.14 Arbitration

Clause GC3.14 is deleted in its entirety.

GC4.01 Working Area

Clause 4.01.02 is deleted in its entirety.

GC4.02 Approvals and Permits

Subsection 4.02 is deleted in its entirety.

GC4.06 Contractor's Right to Correct a Default

Clause GC4.06.01 is amended by inserting the words "in a manner acceptable to the Contract Administrator" after the words "correct a default" in the second line of Clause GC4.06.01.

Clause GC4.06.02 (b) is amended by deleting the word "acceptable" and inserting the words "acceptable to the Contract Administrator" after the words "such correction".

Clause GC4.06.02(c) is amended by inserting the words "to the satisfaction of the Contract Administrator" at the end of this clause.

GC4.08 Termination of Contractor's Right to Continue the Work

Clause GC4.08.03 is added as follows: "The Contractor's obligation under the Contract as to quality, correction and warranty of the Work performed by the Contractor up to the time of termination shall continue in force after such termination."

GC5.02 Quality of Material

Clause GC5.02.02 is deleted and replaced by the following:

Materials supplied by the Contractor shall conform to the MTO list of designated sources for materials (latest edition) and shall conform to the requirements of the Contract.

Clause GC5.02.04 is amended to read:

- “(a) 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 or as requested by the Contract Administrator. No material that has not been approved by the Owner shall be incorporated in the Work.
- (b) Testing and inspection of Materials delivered to the site for incorporation in the Work and Workmanship on the Project will be conducted by the Owner under the direction of the Contract Administrator.

- (c) Testing of previously tested material and/or Workmanship shall be carried out at the Contract Administrator's discretion at the Contractor's expense."

GC5.04 Substitutions

Clause GC5.04.03 is replaced by the following: "If the proposed substitution is approved by the Contract Administrator, the Contract Administrator and the Contractor shall negotiate an appropriate price."

GC6.01 Protection of Work, Persons and Property

Clause GC6.01.02 is modified by inserting the words "If the Contract Administrator so directs" following the words "restore such damage" in the fourth line of Clause GC6.01.02.

GC6.02 Indemnification

Clause GC6.02.01 is amended by replacing the entire balance of the clause, commencing at "provided such claims are" with the words "by the Contractor or anyone for whom the Contractor is at law responsible, made in writing in accordance with the *Limitations Act 2002*, as amended."

Clause GC6.02.03 is deleted in its entirety.

GC6.03 Contractor's Insurance

GC6.03.04 Aircraft and Watercraft Liability Insurance

Clause 6.03.04 is deleted in its entirety.

GC6.03.05.03 Use and Occupancy of the Work Prior to Completion

Subclause GC6.03.05.03.01 is deleted and replaced with the following: "The Owner may make such use or occupy part or all the Work prior to Completion so long as the said use or occupation does not unduly or unreasonably interfere or obstruct the Contractor's obligations under this Contract.

GC6.03.05.04 Payment for Loss or Damage

Clause GC6.03.05.04.03 is amended by inserting the words "for whom the Owner is at law responsible" following the word "others" at the beginning of the second line of Clause GC6.03.05.04.03.

GC6.04 Bonding

Clause GC6.04.02 is amended by inserting the words "in a form approved of by the Contract Administrator" following the words "such bonds shall be issued" in the first line of Clause GC6.04.02 and shall delete the words "and shall be to the satisfaction of the Owner" in the second line following the word "Ontario".

GC6.05 Workplace Safety and Insurance Board

Clause GC6.05.01 a) is deleted and replaced with the following: "At the time of the execution of the Contract by the Contractor."

Clause GC6.05.01 b) is amended by adding thereto at the start, "Prior to the issuance of any payment by the Owner and".

Clause GC6.05.01 c) is amended by adding thereto at the end "prior to the expiration of the maintenance period and upon the completion payment."

GC7.01 General Contractor's Responsibilities and Control of Work

Clause GC7.01.03 is amended by inserting the words "and conduct and complete the Work in a first class and workmanlike manner" at the end of the first sentence of Clause GC7.01.03.

Clause GC7.01.03 is further amended by inserting the following at the end of this clause: "The Contractor shall comply with all laws, ordinances, rules, regulations or codes which are or become enforced during the performance of the Work and which relate to the Work. If the standards of the laws, ordinances, rules and regulations, codes and orders relating to the Work differ, the most stringent standards shall govern."

Clause GC7.01.05 is amended by adding the following at the end of this clause: "The Contractor shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in the above paragraph where required by law or by the Contract Documents and in all cases where such temporary supports, structures and facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results."

Clause GC7.01.07 is amended by inserting the following words at the beginning of this clause: "The Contractor shall be solely responsible for construction safety at the site of the Work and".

Clause GC7.01.10 is amended by inserting the words: "who shall be a competent qualified superintendent" following the words "authorized representative on the site" in the first line and by inserting the following at the end of this clause: "The authorized representative shall not be changed without the approval of the Contract Administrator and only if replaced by a superintendent of similar qualifications. Notices and instructions given to the authorized representative by the Contract Administrator shall be held to have been received by the Contractor."

Clause GC7.01.13 is deleted in its entirety and replaced with the following:

The Contractor shall prepare and update, as required, a construction schedule of operations, providing sufficient detail of the critical activity as required by the Contract Administrator and indicating the proposed methods of construction and sequence of work and 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 and thereafter shall be updated on a bi-monthly basis or as stipulated by the Contract Documents and advise the Contract Administrator of any revisions required to the schedule as a result of extensions of the Contract Time. If the Contractor's schedule is materially affected by changes, 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 so as to complete the Work within the time specified in the Contract Documents.

Clause GC7.01.14 is amended by inserting at the beginning of this clause: "The Contractor shall review the Contract Documents and".

GC7.02 Layout

GC7.02.01 is amended by deleting the words "the Contract Administrator and" in the first line.

GC7.06 Condition of the Working Area

Clause GC7.06.01 is amended by inserting the words "waste products and" prior to the word "debris" in the second line of this clause.

GC7.09 Approvals and Permits

Clause GC7.09.01 is amended by adding the words "and shall ensure its Subcontractors" after the words "the Contractor shall" in the first line of Clause GC7.09.01.

GC7.11 Contractor's Right to Stop the Work or Terminate the Contract

Clause GC7.11.02 is deleted in its entirety.

Clause GC7.11.03 (b) is amended by replacing the words "an arbitrator or court" with "a court within a reasonable time".

Clause GC7.11.03(c) is amended by inserting the words "to a substantial degree and the Contract Administrator confirms by written statement to the Contractor that such cause exists" at the end of Clause GC7.11.03(c).

Clause GC7.11.04 is amended by replacing "7 days" with "15 working days".

Clause GC7.11.05 is amended by inserting the words "reasonably foreseeable" prior to the words "losses or damages" in the third line of Clause GC7.11.05.

Clause GC7.11.06 is added as follows: "If the Contractor stops the Work or terminates the Contract in accordance with the paragraphs above, he shall leave the site and the Work in a secure position."

GC7.15 Cleaning Up Before Acceptance

Clause GC7.15.01 is amended by inserting the words "waste products" following the words "temporary works" in the third line of this clause.

Clauses GC7.15.01 and GC7.15.02 are amended by replacing the words "or others" by "or others who are not the responsibility of the Contractor".

GC7.16 Warranty

Clause GC7.16.02 is amended to read: "Subject to the previous paragraph the Contractor shall correct promptly, at no additional cost to the Owner, defects and/or deficiencies in the Work which appear prior to and during the Guaranteed Maintenance Period as prescribed in the General Information to Bidders or such longer period as may be specified for certain Materials or Work. The Contract Administrator will promptly give the Contractor written notice of observed defects or deficiencies."

Clause GC7.16.04 is added as follows: "The Contractor correct any deficiency within 48 hours after receiving a notice from the Owner or Contract Administrator, and complete the Work as expeditiously as possible, except that in case the deficiency would prevent maintaining security or keep basic systems essential to the ongoing business of the Owner operational as designed, in which case all necessary corrections and/or installation of temporary replacements shall be carried out immediately as an emergency service. Should the Contractor fail to provide this emergency service within 8 hours of a request made during normal business hours of the Contractor, the Owner is authorized, regardless of Clause GC7.01.03 of the General Conditions of Contract, to carry out all necessary repairs or replacements at the Contractor's expense.

The carrying out of replacement work and the making good of defects shall be at the sole cost of the Contractor and shall be executed at times convenient to the Owner."

GC8.02.03 Certification and Payment

GC8.02.03.01 Progress Payment Certificate

Clause GC8.02.03.01.05 is added as follows: "The Contractor shall submit; prior to the second and every subsequent payment, a statutory declaration in form satisfactory to the Contract Administrator that payments of all legally valid claims against the Contractor by others have been paid by the Contractor for the previous progress payment period."

GC8.02.03.02 Certification of Subcontract Completion

Clause GC8.02.03.02 is deleted in its entirety.

GC8.02.03.03 Subcontract Statutory Holdback Release Certificate and Payment

Clause GC8.02.03.03 is deleted in its entirety.

GC8.02.03.05 Substantial Performance Payment and Substantial Performance Statutory Holdback Release Payment Certificates

Clause GC8.02.03.05 is amended by adding the following:

- (e) confirmation that the bonding company has been notified of the intent to claim release of holdback monies as well as evidence satisfactory to the Owner that the Contractor has done or has caused to be done all things necessary to ensure that the bonds contemplated hereunder are and will continue to be in good standing; and
- (f) such additional documents as the Contract Administrator may reasonably require.”

Clause GC8.02.03.05.05 is added as follows: “Notwithstanding the forgoing, the Owner shall be entitled to withhold from any payment due upon or following Substantial Performance of the Work a reasonable amount as determined by the Contract Administrator which amount shall only be paid to the Contractor following completion of the Work and rectification of all deficiencies (as confirmed by the Contract Administrator).”

GC8.02.03.06 Certificate of Completion

The following is in addition to clause GC8.02.03.06: “The issuance by the Contract Administrator of a letter certifying that the entire Work has been completed will not mean that the Contract Administrator assumes any responsibility or liability, in full or in part, for the Contractor’s responsibilities and liabilities at the completion of the Contract or in the future to carry out all the Work and any part of it in accordance with the terms and specifications of this Contract.

GC8.02.03.07 Completion Payment and Completion Statutory Holdback Release Payment Certificates

Clause GC8.02.03.07.04 is added as follows: “As of the date of the Final Completion Payment, the Contractor expressly waives and releases the Owner from all claims against the Owner including, without limitation, those that may arise from negligence or breach of Contract by the Owner expect those made in writing prior to the Completion Payment and still unsettled.”

GC8.02.03.08 Interest

Clause GC8.02.03.08 is deleted and replaced with “Interest due the Contractor is the applicable interest rate applied by the Owner at the time”.

GC8.02.03.09 Interest for Late Payment

Clause GC8.02.03.09 is deleted in its entirety.

GC8.02.03.11 Owner’s Set Off

Clause GC8.02.03.11.01 is deleted and replaced with the following: “The Owner may retain from monies owing to the Contractor under this or any other 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 which have not been determined in writing by the Contractor’s insurer, undetermined claims by the Owner under paragraph (a) of Clause GC8.01.02, Variations in Tender Quantities, any assessment due the Workplace Safety and Insurance Board and any monies to be paid to the Workers in accordance with the Agreement and any liquidated damages assessed by the Owner pursuant to Clause GC8.02.09.”.

GC8.02.03.12 Delay in Payment

Clause GC8.02.03.12 is deleted in its entirety.

GC8.02.04 Payment on Time and Material Basis

GC8.02.04.01 Definitions

Clause GC8.02.04.01.01 is amended to read: “Working Time” means each period of time during which a unit of equipment and/or labour is actively and of necessity engaged on a specific operation.”

GC8.02.04.08 Payment for Work by Subcontractors

Clause GC8.02.04.08.01 (a), (b) and (c) are replaced by the following: "5% of the amount".

GC8.02.04.09 Submission of Invoices

Clause GC8.02.04.09.04 is amended to read: "The final "Summary for Payment of Accounts on a time and Material Basis" shall be submitted by the Contractor within 30 days after the completion of the Work on a Time and Material Basis.

GC 8.02.05 Final Acceptance Certificate

Clause GC8.02.05 is deleted in its entirety.

2. Toxic and Hazardous Substances

If the Contractor encounters Toxic or Hazardous Substances at the site, or has reasonable grounds to believe that Toxic or Hazardous Substances are present at the site, the Contractor shall take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness or death and that no property is injured or destroyed as a result of exposure to or the presence of the Toxic or Hazardous Substances, and immediately report the circumstances to the Contract Administrator and the Owner, in writing.

If the Contractor is delayed in performing the Work or incurs additional costs as a result of taking the steps required above, the Contract Time shall be extended to such reasonably foreseeable time as the Contract Administrator may recommend in consultation with the Contractor, and the Contractor shall be reimbursed for reasonable costs incurred as a result of the delay and as a result of taking those steps.

The Contract Administrator may select and rely upon the advice of an independent expert in a dispute under the above paragraph and, in that case, the expert shall be deemed to have been jointly retained by the Owner and the Contractor and shall be jointly paid by them.

The Contractor hereby indemnifies and holds the Owner harmless from and against all Claims (as defined in GC6.02.01 of the General Conditions of Contract) whatsoever which the Owner may incur as a result of the Contractor bringing or permitting to be brought onto the site any Toxic or Hazardous Substances.

3. RELOCATION OF UTILITIES

The Owner will be responsible for any necessary permanent relocation of utilities along the streets, unless otherwise stated in the Contract.

Pole Lines

The Contractor will be responsible for the protection of all "Bell" and "Hydro" poles during the time of construction and will be held liable for any damage to same.

In the event that all poles have not been relocated prior to the time when the Contractor commences the Work, he will be required to co-operate with the utility companies and Work around the utilities such that the existing services are protected, until such time as they can be removed from the line of construction. No claims for extra payment or extension of completion time will be allowed for this requirement.

Underground Utilities

The Contractor should note that the location of underground utilities, as shown on the Plans, where applicable, is approximate only, and that all utilities may not be shown.

The Contractor will be responsible for locating and protecting all buried utility services and will be held liable for any damage to same. Where trenching under existing watermains, gas mains, and hydro and telephone conduits, the

Contractor will be required to support these mains or conduits in accordance with the requirements of the Owner or the applicable utility company.

In the event that any underground utility must be relocated, the Contractor will be required to co-operate with the utility companies and will be expected to alter his construction schedule as necessary, to permit relocation of utilities. No extra payment or extension of completion time will be allowed for these requirements.

4. Protection of Service Connections

The Contractor will be required to locate and protect all existing water, storm, sanitary and gas service connections at his own expense, and any damage caused to these connections by construction operations shall be repaired at the Contractor's expense.

5. Removal of Abandoned Utilities

The Contractor shall, as directed by the Contract Administrator, remove abandoned underground utilities which have not been removed by their owners and which interfere with the construction operations. It is the Contractor's responsibility to contact the Municipal Authorities or Utility Companies to verify that the underground utilities are, in fact, abandoned.

All abandoned underground utilities removed by the Contractor shall become the property of the Contractor, unless otherwise specified, and shall be disposed of in locations arranged for by the Contractor outside the right-of-way. No separate payment for removal or disposal of abandoned utilities shall be made, as compensation for such Work shall be included in the Contract prices for the Work requiring the utility removal.

6. Existing Materials

All existing materials along the line of construction deemed salvageable by the, Contract Administrator shall be delivered to a storage site designed by the Contract Administrator. Salvaged materials shall remain the property of the Owner. All other materials that, in the opinion of the Contract Administrator, cannot be salvaged shall be disposed of outside the limits of the right-of-way, as directed by the Contract Administrator, or at locations arranged for by the Contractor at his own expense.

7. Blasting Operations

Blasting will not be permitted.

8. Weighing Material

Weigh tickets shall be supplied by the Contractor showing the date, source of material, type of material, truck number, gross, tare and net weights, place of dumping, and provide spaces for the signature of the weighman and the Contract Administrator.

Two (2) copies of the weigh tickets, filled in by the weighman, shall be delivered Owner's agents will then fill in the place of dumping and sign both copies, keep one and return the other to the scales by the driver.

Tickets shall be kept separate for each day and for each type of material weighed. Tickets not signed by the Owner's agent, by the days end, will not be accepted for payment.

Underloads

The Contractor is informed that a penalty will be imposed by the Owner relating to underloads. The Contract Administrator will spot check vehicles throughout the Contract at a conveniently located weigh scale. If the check weight is found to be less than that indicated on the weigh ticket, this difference in tonnage will be applied to all the loads delivered to the project on that one day. All costs herein involved are to be borne by the Contractor.

9. Dust and Mud Control

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

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

The cost of all such preventative measures shall be borne by the Contractor except, however, where water or calcium chloride are included as tender items and are used to reduce the dust caused by traffic on a roadway which is the Contractor's responsibility to maintain for public traffic, and the cost of such quantities of water and calcium chloride as are authorized by the Contract Administrator to restrict dust to acceptable levels, shall be paid for by the Owner at the Contract prices for the appropriate tender items for Water for Dust Control or Calcium.

The Contractor shall be responsible for all dirt and mud that is tracked onto the roadways from vehicles entering or leaving the job site. He shall, upon request from the Contract Administrator, immediately proceed with clean up operation at his expense, or if in the opinion of the Contract Administrator, the Contractor has not or cannot sufficiently remove the mud from the road, the Contract Administrator will proceed with the necessary clean up with all costs being charged to the Contractor.

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

The Contractor is advised that, as other Work may be in progress within and adjacent to the limits of this Contract, he shall co-operate with other contractors, utility companies and the Owner and they shall be allowed free access to their Work at all times. The Contract Administrator reserves the right to alter the method of operations on this Contract to avoid interference with other Work.

The Contractor is responsible for the co-ordination and scheduling of all utility Work (by their own forces) and utility authorities **as may be specified in the Special Provisions.**

The information regarding utility relocations is based on information provided to the Owner by the utility companies. The accuracy of such information cannot be guaranteed by the Owner. The Contractor shall contact the utility companies involved for current information on their relocation schedule. The Owner does not guarantee the utility relocations and will not entertain any claims for damages for any costs due to delays by the utility companies in relocating their plant.

The Contractor shall attend utility co-ordination meetings and prepare the Contract schedule to reflect the following:

- prepare schedule to reflect time constraints for relocation of utilities as provided by each utility authority including distance separation (60 m minimum) between the Contractor's Work and utility crews
- adjust schedule of Work to avoid interference with Contractor's operation

The Work of utility co-ordination is considered incidental to the Work and will not be paid for separately. No additional compensation will be paid to the Contractor for changes to schedule, methods of operation, sequence of Work or delays as a result of utility Work.

11. DISPOSAL OF EXCESS OR UNSUITABLE MATERIAL

Materials gained from stripping and excavating operations carried out under this Contract, which are unsuitable for or which are excess to the requirements, shall be disposed of outside the right-of-way at locations arranged for by the Contractor at his expense. The Contractor shall provide the Contract Administrator with a release form for each disposal site signed by the owner of the site.

Under no circumstances shall any materials be disposed of on lands under the control of the Conservation Authority unless written approval from the Conservation Authority has been obtained.

The price bid for the Contract items requiring excavation and stripping operations shall be full compensation for hauling and placing the unsuitable or surplus materials at the disposal areas.

OPSS Specification 180 shall apply to the management and disposal of all excess materials.

The Owner reserves the right to withhold payment of monies due the Contractor until the Contractor shall have provided the Owner with a copy of the release form signed by the property owner of each disposal area used by the Contractor.

12. SUBSURFACE INVESTIGATION

Geotechnical reports or borehole logs provided to the Contractor by the Owner does not relieve the Contractor of sole responsibility for determining all necessary information relevant to the construction of the Works.

Information shown is interpreted from borings and other soils investigations, but the accuracy of this information cannot be guaranteed. The geotechnical report is intended for the guidance of the design engineer only. Where comments are made on construction, they are provided only in order to highlight aspects of construction which could affect the design of the project. Contractors bidding on or undertaking the Works should make their own interpretation of the subsurface information provided as it affects their proposed construction methods, equipment selection, scheduling and the like.

13. PROVISIONAL ITEMS

All items in the Schedule of Unit Prices marked "Provisional Items" shall be used only where specifically ordered by the Contract Administrator. In the event of any deletions and notwithstanding Section GC3.10.01 of the General Conditions of the Contract, no adjustment or compensation will be awarded to the Contractor by the Owner for loss of revenue or for any other reason.

14. DAMAGE BY VEHICLES AND OTHER EQUIPMENT

If at any time, in the opinion of the Contract Administrator, damage is being or is likely to be done to any roadway or any improvement thereon, other than such portions as are part of the Work, the Contractor's vehicles or other equipment, whether licensed or unlicensed, the Contractor shall, on direction of the Contract Administrator and at the Contractor's own expense, make changes in or substitutions for such vehicles or other equipment shall alter loading or shall in some other manner remove the cause of such damage to the satisfaction of the Contract Administrator, except that where such a change, substitution, alteration or removal is made in circumstances that could not have been foreseen by the Contractor at the time of tendering and in respect of a vehicle hauling a load within its legal limit, it shall be at the expense of the Owner.

15. DEPTH OF EXCAVATION

Trenches shall be excavated to the depth required by the foundations of the pipe and appurtenances shown on the drawings and, where conditions make it necessary, to such additional depth as may be required by the Contract Administrator. The bedding shown in the Contract drawings shall be placed on undisturbed ground. No adjustments in payment will be made where the depth of excavation varies due to change in pipe elevation not exceeding 300 mm. For grade changes of more than 300 mm, additional payment shall be in accordance with the appropriate tendered unit price in the Form of Tender.

16. GRANULAR BACKFILL

The Contractor is advised that when the payment for the supply and placing of granular material is included in the unit price for an item, the placing of granular material under this item shall be performed as a distinctly separate operation from the placing of granular material as a granular base course.

17. PROVISION FOR TRAFFIC CONTROL

Construction Signs

The Contractor shall supply, place and maintain all barricades, warning signs, delineators and flashing lights necessary for the protection of the public and the Work, including warning signs of construction operations maintained at both ends of the Contract, for the duration of the Contract, in accordance with Ontario Traffic Manual, Book 7, for all temporary traffic control issues for both short and long term.

The Contractor is advised that the sign face on all signs shall be at a minimum 3M engineering grade reflective sheeting or equal so they may be clearly visible to drivers during the night.

All signs, flashers, barricades and delineators shall be cleaned and maintained for the duration of the Contract. For delineation, the Contractor shall use flexible drums (TC-54) only. No other material will be accepted.

The cost of all signs, marking material, barricades, flashers, safety fencing, flag persons and traffic control shall be at no additional cost to the Contract.

Traffic Control

It is the Contractor's obligation to maintain the flow of traffic for the duration of construction **as may be specified in the Special Provisions.**

Traffic control on this Contract shall be in conformance with the procedure outlined in the pamphlet entitled "Correct Methods for Traffic Control" issued by the Construction Safety Associations of Ontario.

Each traffic control person shall, while controlling traffic, wear garments in accordance with the Regulations for Construction Projects 69.1(1), (2), (3) and (4) of the *Occupational Health and Safety Act*.

Pedestrian Traffic

- a) The Contractor shall provide for safe and free pedestrian movement from schools, parks and residences who presently have access along the line of construction.
- b) Sidewalks that are removed shall be immediately replaced.
- c) Excavations are to be properly fenced during non-Working hours.

Emergency Vehicles

The Contractor shall comply with municipal, fire, ambulance and police regulations relating to notification for lane closures that may be used by emergency vehicles.

Restriction on the Use of Construction Equipment and Unlicensed Vehicles

Unlicensed vehicles and construction equipment will not travel, work or stop within 3.5 metres of a lane carrying traffic, except where construction operations necessitates the Working Area be less than 3.5 metres from the traffic, in which case, the Contractor shall erect delineators along the edge of the travelled lane, in accordance with Ontario Traffic Manual, Book 7. In no case shall the distance between traffic and Working area be less than 1.2 metres.

Open Excavations

The Contractor shall schedule his Work so that there will be no open excavation adjacent to a lane carrying traffic overnight and on non-Working days including where new culverts and sewers are being installed. Excavations within 4 m of travelled lanes shall be backfilled with the specified material up to profile grade and compacted prior to closing down operations.

Delivery and Trucking

The Contractor shall plan and schedule the routes of vehicles transporting all materials to, from or within the job, so that vehicular movements are accomplished with minimum interference and interruptions to traffic. This will necessitate vehicles to “slip-off” or “slip-on” in the direction of traffic, in order to merge with and thereby avoid crossing traffic lanes.

The Contractor shall obtain the Contract Administrator’s prior approval for the location of any “slip-offs” or “slip-ons”. The Contract Administrator reserves the right to alter, reject or close same as considered necessary.

18. THE OCCUPATIONAL HEALTH AND SAFETY ACT

- (1) The Contractor, for purposes of the Ontario *Occupational Health and Safety Act*, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful Bidder has been referred to as the “Contractor” in this and any other related document.
 - (1A)
 - (a) Prior to the start of work, the Contact Administrator shall obtain from the Contractor, a detailed health and safety program outlining safe operating procedures, hazard awareness, safety rules, reporting of deviants and to whom, and personal protective equipment requirements.
 - (b) The Contract Administrator may review the program; in the alternative the Owner may require that the Contractor obtain, at the Contractor’s cost, a review of the program by an accredited workplace safety consultant.
 - (c) The Contract Administrator shall provide the Contractor with information pertaining to Owner’s emergency numbers and emergency plan.
 - (2)
 - (a) The Contractor acknowledges that they have read and understood the *Occupational Health and Safety Act*.
 - (b) The Contractor covenants and agrees to observe strictly and faithfully the provisions of the said *Occupational Health and Safety Act* and all regulations and rules promulgated thereunder.
 - (c) The Contractor agrees to indemnify and save the Owner harmless for damages or fines arising from any breach or breaches of the said *Occupational Health and Safety Act*.
 - (d) The Contractor agrees to assume full responsibility for the enforcement of the said *Occupational Health and Safety Act* to ensure compliance therewith.
 - (e) The Contractor further acknowledges and agrees that any breach or breaches of the *Occupational Health and Safety Act* whether by the Contractor or any of its subcontractors, may result in the immediate termination of this Contract.
 - (f) The Contractor shall allow access to the Work site on demand to representatives of the Owner to inspect Work sites to ensure compliance with the *Occupational Health and Safety Act*.
 - (g) The Contractor agrees that any damages or fines that may be assessed against the Owner by reason of a breach or breaches of the *Occupational Health and Safety Act* by the Contractor or any of its subcontractors will entitle the Owner to set-off the damages so assessed against any monies that the Owner may from time to time owe the Contractor under this Contract or under any other contract whatsoever.
 - (3) The Contractor shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agent and any substance, compound, product or physical agent that is deemed to be or contains a designated

substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario *Occupational Health and Safety Act* and shall provide appropriate Material Health and Safety Data Sheets for these substances used for the performance of the required Work, all prior to the performance of the Work.

- (4) When hazardous materials, physical agents and/or designated substances are used in the performance of the required Work, the successful Contractor shall ensure that the requirements of the Ontario *Occupational Health and Safety Act* and associated regulations are complied with.
- (5) (a)(i) The Owner reserves the right to require the Contractor to take immediate corrective action where a representative of the Owner requests compliance with the terms set out herein, health and safety regulations, the *Environmental Protection Act*, associated regulations or any other applicable legislation.
 - (ii) Where the Contractor fails to comply with the Owner's request, to the satisfaction of the Owner, the representative of the Owner may require that all work under the Contract stop immediately and that work not recommence until such time as the corrective action has been taken to the satisfaction of the Owner.
 - (iii) The Owner shall not be liable for any direct or indirect damages or costs incurred by the Contractor as a result of the actions taken by the Owner pursuant to paragraphs (i) and (ii) above.
- (b) The Owner reserves the right to cancel any contract for non-compliance with the terms set out herein, health and safety regulations, the *Environmental Protection Act*, associated regulations and other applicable legislation.
- (6) The Contractor shall perform the Work so as to cause the public the least inconvenience possible. In particular, the Contractor shall not obstruct any street, thoroughfare, or footwalk longer or to a greater extent than necessary.
- (7) The Contractor shall take all reasonable precaution necessary to ensure the safety of the Workers and the general public, particularly children who may play in the area of Work.

19. MINISTRY OF LABOUR

The Contractor, as Constructor, shall register with the Ministry of Labour before or within thirty (30) days after undertaking Work on this Contract. Every employer engaged in construction must be registered with the Ministry of Labour before or within thirty (30) days after first employing a Worker in construction in accordance with the *Occupational Health and Safety Act* and any appropriate regulations made thereunder.

The Contractor shall notify the Ministry of Labour in writing of the Work where the total cost of labour and materials is expected to exceed Fifty Thousand Dollars (\$ 50,000.00) or the project meets any of the other criteria outlined in any appropriate regulations made under the *Occupational Health and Safety Act*.

In addition to the requirements of Section GC 8.02.06 of the General Conditions of Contract, the Contractor shall be required to satisfy the requirements outlined in the latest versions of the Roads and Structures Fair Wage Schedule of Wage Rates and Labour Conditions in the Toronto Zone, as prepared by the Ontario Ministry of Labour.

20. INSPECTION AND TESTS

The cost of all testing and inspection of materials delivered to the site will be borne by the Owner, and arranged by the Contract Administrator, unless otherwise specified in the Contract Documents. However, any retesting to verify the quality of Work or previous test results shall be carried out at the expense of the Contractor.

The Contractor shall provide to the Contract Administrator for his use at all times, assistance and use of tools and construction equipment as required to procure, package and ship all test samples.

The Contractor shall make known to the Contract Administrator the source of material at least one week prior to the time he proposes to use such material, unless otherwise specified in the Contract Documents.

Where required by the Contract Administrator, or where otherwise specified in the Contract Documents, to test materials and equipment, the Contractor shall supply certified copies of all tests upon all materials and equipment to be used in the construction of the Works, indicating that materials comply with the specifications. Such tests shall be made by an approved testing company and shall be at the Contractor's expense.

21. INSURANCE

The requirements of GC6 of the General Conditions of Contract shall apply except as follows:

Coverage in respect to any one accident shall be at least \$ 5,000,000.00, unless otherwise specified in the Bid Form.

The Insurance Certificate shall include the amount of the deductible which shall not exceed \$ 5,000.00.

The liability insurance provided shall, where applicable, name the Owner, The Regional Municipality of Peel and the applicable Conservation Authority as additional insured with the Contractor.

22. MUNICIPAL APPROVALS

The awarding of this Contract by Town of Caledon Council is subject to receiving all necessary approvals required by the Owner including **those as may be specified in the Special Provisions.**

No claims for a delay in construction start or award will be considered from the Contractor should there be a delay in obtaining approvals.

SPECIAL PROVISIONS – GENERAL

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1. Overview

The Town of Caledon is seeking submissions from competent, qualified and experienced bidders to complete the necessary work to inventory the Town of Caledon's stormwater infrastructure, complete Closed Circuit Television (CCTV) inspection, assess the condition of the infrastructure, provide rehabilitation or replacement recommendations, and develop ArcGIS File Geodatabase and corresponding excel file.

This contract will require the Vendor to perform all work and supply all labour, equipment and materials necessary to undertake the inspection of the Town of Caledon stormwater network. The CCTV inspections will be undertaken in accordance with OPSS.MUNI 409, Ontario Provincial Standard Specification for Municipalities 409 (OPSS.MUNI 409), Pipeline Assessment and Certification Program (PACP), Lateral Assessment and Certification Program (LACP), and Manhole Assessment and Certification Program (MACP) by National Association of Sewer Services Companies (NASSCO).

The Town of Caledon is seeking a certified and qualified vendor to conduct condition assessments with use of closed-circuit television (CCTV) of storm sewer pipes (main and leads), manholes, catch basins, and ditch inlets that comprise the Town of Caledon's storm sewer network.

The intent is to obtain a competitive unit price for all labour, material, and equipment necessary to investigate the condition of the storm sewer network within the Town of Caledon using CCTV inclusive of quality control and analysis for storm sewers ranging in diameter from 150mm to 4110mm. The investigation will include performing CCTV inspection, completing a detailed condition assessment, developing recommendations for follow-up actions to address repair and/or rehabilitation, operational issues, and health and safety issues, replacement costs, and developing an ArcGIS File Geodatabase and associated excel file for uploading into the Town's asset management software (CityWide). Each and every storm sewer, manhole, catchbasin and outfalls within the assigned sewershed shall be spatially verified via GPS coordinates so as to develop an ArcGIS File Geodatabase.

The Vendor is required to follow the Ontario Provincial Standard Specification for Municipalities 409 (OPSS.MUNI 409). CCTV Inspection of stormwater infrastructure assets to be completed in accordance with the requirements of National Association of Sewer Services Companies (NASSCO) Pipeline Assessment and Certification Program (PACP), Lateral Assessment and Certification Program (LACP), and Manhole Assessment and Certification Program (MACP).

The data, video and photos captured as part of this work will be provided to the Town in digital format. This information will contribute to the Asset Management information repository to be used for system wide life cycle management of the Town's assets and will be a key input to the development of maintenance, rehabilitation and replacement programs.

The Vendor will provide services to conduct condition assessments with use of closed-circuit television (CCTV) of storm sewer pipes (main and leads), manholes, catch basins, and ditch inlets inclusive of Tasks 1, 2, 3, and 4. The "Work" shall include:

Task 1 Pre-Inspection – Review existing information and assess the type of technology to use for storm sewer network inspection;

Task 2 Inspection – Complete a CCTV inspection (sewer pipe "as is") of storm infrastructure asset, exclude the storm sewer pipes that require flushing (see provisional items for flushing).

Task 3 Asset Report – Development of an Asset Report inclusive of CCTV results, condition assessment, and digital media (data, video and photos) of the storm sewer network.

Task 4 ArcGIS File Geodatabase and Excel File Summary – Development of an ArcGIS File Geodatabase for every storm sewer, manhole, catchbasin and outfalls within the assigned sewershed spatially verified via GPS coordinates and inclusive of inspection results and infrastructure asset information. All of the information in the ArcGIS File Geodatabase needs to also be provided in an excel file to be uploaded into the Town's asset management program.

The following outlines the conventional CCTV inspection performance requirements for stormwater infrastructure that inform the minimum requirements of the Scope of Work.

2. The Project

The Town of Caledon is located in Southern Ontario, in the Regional Municipality of Peel, north of the City of Brampton. Currently the Town provides planning, operations, maintenance and management of approximately 300 kilometres of storm sewers and several kilometres of individual surface drainage inlet connections of which will be assessed over a number of years.

The Town of Caledon has identified the need to develop a complete inventory of the stormwater infrastructure network, inclusive of storm sewers (mains and laterals), catchbasins, manholes and outlets, as well as conducting a condition assessment of each asset. This information will both inform the stormwater capital program, the Town's storm sewer network maintenance, rehabilitation and replacement programs, as well as inform the Town's asset management plan.

The intent of this project is to:

- Inspect storm sewer infrastructure using CCTV in accordance with Ontario Provincial Standard Specification for Municipalities 409 (OPSS.MUNI 409), Pipeline Assessment and Certification Program (PACP), Lateral Assessment and Certification Program (LACP), and Manhole Assessment and Certification Program (MACP) by National Association of Sewer Services Companies (NASSCO).
- Identify the location, material, dimension, depth and ground cover (where it applies) of all storm sewer infrastructure inclusive of storm sewers (mains and laterals), catchbasins, manholes and outlets to be digitized into an ArcGIS File Geodatabase and excel spreadsheet.
- To provide a condition assessment of all infrastructure inclusive of recommendations for follow-up actions to address repair and/or rehabilitation, operational issues, health and safety issues, and replacement costs.

3. General CCTV Inspection Specifications

It is the Town's intent to use conventional CCTV inspection as far as possible except in cases where the Vendor's engineering judgement indicates that additional or alternative technologies have to be used to make a better assessment of the pipe conditions. The Vendor shall inform the Town in writing prior to commencing work regarding the additional or alternative technologies and the Town must provide its written approval to proceed before the Vendor shall commence work.

4. System Operation

The Vendor shall ensure continued uninterrupted operation of the system. The storm sewers must be inspected under live operating conditions. The sewers may not be blocked (either fully or partially), closed down, by-passed or diverted. The Vendor will indicate through written correspondence to the Town's Project Manager how their work will proceed under live operating conditions. The Vendor should be aware that various operating conditions may be encountered including high flows and near full conditions. The Vendor must clearly indicate how these conditions will be addressed by the inspection crew in order for the approach to be approved by the Town's Project Manager.

5. Equipment Maintenance and Supply

The Vendor shall ensure that the equipment is maintained on a regular basis and is capable of performing the work. The CCTV equipment shall comply with Ontario Provincial Standard Specifications – OPSS.MUNI 409. Considering the tight spacing and limited accessibility of some of the sewer pipes and manholes, the inspection work must be completed with a minimum 300m long cable, but have the capabilities of performing 1,000m of pipe length. The Vendor shall have sufficient equipment and tools available onsite at all times to deploy the CCTV equipment either on a conventional crawler or on a floating rig and complete the work in the timelines identified by the Town at the commencement of the work. Additionally, the Vendor shall supply all equipment to enter easements to gain access to manholes, catch basins, and outfalls. Electrical power for the system shall be self-contained. External power sources from public or private sources will not be permitted.

6. Survey Unit Requirements

The survey unit shall be a self-propelled crawler type with a means of transporting the CCTV camera in a stable condition through the pipeline. Each unit shall carry a sufficient numbers of guides and rollers such that, when surveying, all cables are supported away from pipe and manhole edges. All CCTV cables and lines used to measure the camera's location within the pipeline shall be maintained in a taut manner and set at right angles, where possible, to run through or over the measuring equipment.

7. Quality Assurance and Quality Control

The Vendor shall ensure inspections are completed with quality assurance as per the current NASSCO PACP standards. The Vendor shall have a procedure for quality assurance and quality control (QA/QC) of the data prior to providing it to the Town. The deliverables shall not contain more than ten percent (10%) errors or defects, as per current NASSCO PACP standards. If the data contains more than 10% errors, as determined by the Town, the Vendor will be expected to complete the inspection and analysis again at no additional cost to the Town.

The Vendor shall be expected to camera inspect the entire length of the sewer section. If multiple attempts to camera inspect a section are required, there shall be no additional cost to the Town.

The CCTV inspection of each sewer shall be done in the same direction as the sewer flow, unless circumstances prevent this. If this occurs the sewer main shall then be inspected against the flow, and this action shall be noted in the report and on the video at the beginning only.

Zero chainage shall be set at the centre of every manhole or on entrance into pipe or start of pipe culvert. Inspections shall report and record on full length of pipeline from centre to centre between manholes or outlet end of pipes and from one end of pipe culvert to the other. The condition of pipe joints at manhole walls at the beginning and end of each pipeline shall be noted.

The Vendor shall provide all necessary equipment to produce "fog free" conditions in the sewer. Any fog in the sewer that would impair the inspection shall be evacuated throughout the entire duration of the inspection. Any steaming and/or fogging encountered during the inspection survey shall be eliminated by introducing forced air flow by means of fan. The Vendor will ensure the camera lens is free from debris to ensure high picture quality. The camera lens shall be kept clean during the entire inspection. Video with excessive fog or debris on the lens will not be accepted and the sewer lines must be re-inspected at the Vendor's own expense.

The speed with which the inspection is performed must ensure that a clear image of the inside periphery of the pipe is provided. The maximum camera speed during the inspection shall follow NASSCO specification such that the speed of travel shall be slow enough to inspect each pipe joint, tee connection, structural deterioration, infiltration and inflow sources, and deposits, but should not, at any time, be faster than 0.15 m/s for pipes greater than 200mm and 0.10 m/s for pipes 200 mm or less unless otherwise indicated.

If a fault or lateral is noted, the camera is to halt and a detailed (pan and tilt) inspection of the area is to be recorded. Pan and tilt operation will be done slowly so that all details of items noted in the report are fully captured. All connections are to be viewed as far as possible into the service.

At each drain connection the camera shall be stopped, pan and tilted to identify whether live or capped and to record condition and position. The connection shall be viewed as far as possible up the pipe lateral. All voids shall be similarly inspected.

If inspection of an entire storm sewer cannot be completed due to a collapse, excessive deformation, or solid debris, intruding connections, obstructions, or large displaced joints, the equipment shall be moved to the downstream manholes and inspection attempted again to complete evaluation of defect. Defects that in anyway impede the performance of the storm sewer must be reported immediately to the Town.

If a complete inspection still cannot be performed, the Town shall be advised immediately, and the following is to be provided to the Town's Project Manager CCTV for the inspection up to the point of the abandonment from both manholes:

- Demarcate with paint on the surface the location of the abandonment and the distance from each manhole
- Jointly, the Vendor and Town shall decide to abandon the inspection or re-perform the inspection subsequent to evaluation and remedial works to ensure completion of the inspection i.e. mechanical cleaning. Note, remedial work is not a part of this contract.

For any storm sewer mains, catch basin leads, manholes or catch basins that are identified during the inspection as requiring additional inspection services over and above the base scope (i.e. requiring inspection above CCTV), the Vendor is requested to make note of this and continue with the CCTV inspection following a manhole to manhole approach. The Vendor is to provide recommendations on additional inspection services that are required in these areas to be considered by the Town's Project Manager.

The Town's Project Manager shall be immediately notified of any blockages or obstructions that prevent the passage of survey equipment or major structural concerns. Prior to restarting any surveys, the Town's Project Manager will provide further instructions on the removal of the blockage or obstruction. Inspections shall be restarted from the opposite end of the pipeline or culvert when blockages or obstructions are encountered, unless directed otherwise by the Town's Project Manager. Repositioning of the inspection will not come at an additional cost to the Town.

The data generator shall electronically generate and clearly display on the viewing monitor and video recording a record of data in alpha-numeric form containing the following minimum information prior to the start of each run:

- Manhole number (from-to) / pipe length reference numbers.
- Pipeline dimensions.
- Pipe material (i.e. vitrified clay, concrete, pvc etc.).
- Type or use of pipe (i.e. sanitary, storm or combined sewer).
- Date of survey (yyyy.mm.dd).
- Full road name/location.
- Direction of travel of survey equipment (U or D, Upstream or Downstream).
- Inspection (report) number.

The data generator shall continuously electronically generate and clearly display on the viewing monitor and video recording a record of data in alpha-numeric form containing the following minimum information during each run:

- Automatic update of the camera's meter reading position from adjusted zero.
- Manhole/pipe length reference numbers.
- Type or use of pipe (i.e. sanitary, storm or combined sewer).
- The unique inspection/report number of the run.

The inspection of manhole, catchbasins, and outlets to include, but not limited to, the following:

- Condition of pipe entering and exiting the manhole
- The structural condition of the precast sections of precast manhole
- Condition of the gaskets in the case of precast structures
- Condition of the frame and cover
- Condition of top slab
- Condition of the bricking or moduloc
- Condition of the chimney
- Condition of the steps and safety platforms; and,
- Observation of location of manhole, catchbasins, and outlets in floodplain or on roadway and its susceptibility to flooding.

All displayed digital information shall not interfere with the video image on the screen.

The camera shall stop at each defect, change of condition of pipe and service connection to record. A NASSCO code overlay shall be entered to video at defects or connections in addition to continuously displayed data.

Each service connection (junction) shall be panned in such a way that the camera looks down the centerline of the service and notes the condition of the joint.

The camera lens shall be positioned looking along the longitudinal axis of pipeline except when viewing service connections or panning defects. The camera lens shall be positioned centrally in the pipeline with a positioning tolerance of $\pm 10\%$ off the vertical centerline axis of the pipeline. For elliptical pipe, the camera lens shall be positioned $2/3$ the height of the pipe measured from the invert.

8. Right of Way Permit

The Vendor will need to complete the Right of Way Occupancy Permit a minimum of one week in advance of the work. As a Town Vendor there will not be a fee associated with the Right of Way Occupancy Permit. The Vendor should be aware that it will take a minimum of one week for the Town to issue a Right of Way Occupancy Permit.

9. Access to Property

The Town will coordinate access permission to infrastructure on private property, Town property, Region of Peel property, and Conservation Authority property to ensure accessibility and necessary work permits are obtained for the inspections sites. Specifically, any access permissions needed to enter a Town of Caledon easement will be coordinated by the Town. The Town will also take responsibility for gaining access permission for any infrastructure located on Conservation Authority and Region of Peel properties. The Vendor will be responsible for gaining the necessary Road and/or Right-of-Way Occupancy Permit as indicated above.

10. Project Liaison

The Vendor shall respect neighbouring private and public property. All correspondence with the public regarding this project should be directed to the Town's Project Manager.

11. Occupational Health and Safety Plan

The Vendor shall be responsible for meeting all of the "employer" obligations under the Occupational Health and Safety Act ("OHSA") and shall ensure that the construction administration services are carried out in accordance with the OHSA and its regulations. This includes but is not limited to, the duties to: provide a safe workplace; provide information and educate the workers on workplace hazards; appoint a competent supervisor; prepare and provide a health and safety policy, implement a comprehensive health and safety program to support the policy and take every reasonable precaution to protect the health and safety of workers.

12. Traffic Control

Since a portion of the field investigation will be undertaken on or near traveled roadways the Vendor will be required to complete a Right of Way Occupancy Permit that includes a Traffic Control Plan. Traffic control and signing on this assignment shall conform to the most recent revision of the "Ontario Traffic Manual (OTM) Book 7 (Temporary Conditions)" in conjunction with the requirements of the Highway Traffic Act, Ontario Ministry of Labour Regulations, and all Municipal By-Laws. A road occupancy permit application is also required for any work conducted within the Town's right-of-way and shall be obtained in accordance with Special Provisions – General Section 9.

A hyperlink for the Road Occupancy Permit Application is provided below for your reference.

<https://www.caledon.ca/en/townhall/roads.asp#Permits>

13. Staffing

The Vendor shall ensure that the staffing complement for this project is adequate to complete the tasks as identified in this Tender.

14. Water Supply

Water supply for this contract will be the responsibility of the Vendor.

15. Private Property Protection

Satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools, which depend upon water pressure to provide their cleaning force, or any tools which retard the flow of water in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property during any phase of the cleaning.

16. Hours of Work

Working hours will be at the Vendor's discretion provided they are within the following times:

- Monday to Friday, between 6:00am and 11:00pm
- Saturday and Sunday, between 7:00am and 9:00pm

No additional payment will be made for work performed during the hours as stated above.

Should the Vendor wish to perform work outside of those hours they may request in writing to the Town's Project Manager. The Town's Project Manager may approve or deny the request to perform work outside of the above stated hours. No additional payment will be made for work approved and completed outside of the hours stated above.

17. Environmental Considerations

It is intended that all works proposed be executed in a manner which to the fullest possible extent minimizes any adverse effects on the cultural and natural environment of the project area. Any environmental conditions stated herein must be complied with in all respects. It is the responsibility of the Vendor to ensure that all personnel are sufficiently instructed so that work is carried out in a manner consistent with minimizing environmental impact. All work specified shall be conducted and included in the price accordance with all appropriate environmental regulations and best practices.

18. Equipment Recovery

The Vendor shall be responsible for all costs relating to the recovery of or damage to CCTV inspection system and any other equipment in any sewer length forming part of the Survey. The Vendor shall also be liable for all costs and damages incurred by the Town in the recovery of such equipment unless the Vendor has demonstrated to the satisfaction of the Engineer that the loss of such equipment was for reasons beyond the Vendor's control.

19. Unacceptable and Unsatisfactory CCTV Inspections

Unsatisfactory CCTV inspections (Task 2) include incorrect coding, missed coding, uncalibrated counter, unnecessary zooming, inability to see the sewer pipe due to fog, dirty lens, underwater inspection unless there is ponding in the pipe, and such inspections will be rejected and payment withheld until re-inspection or re-coding is provided. All re-inspections and recoding is to be completed within one (1) week of notification by the Town's Project Manager at no additional cost to the Town.

20. Reversals And Abandonment Of Inspection Survey

When the CCTV camera, during the course of a sewer inspection (survey), is obstructed in its progression from manhole to manhole, then a reversal must be performed, where the survey is paused and resumed from the opposite manhole. There will not be a separate item for Reversal Setups. The cost for this work shall be included in the CCTV Inspection unit price.

Abandonment of obstructions that cannot be cleared such as collapsed sewers, roots, calcite, or other utility obstructions that are flagged during cleaning need to be documented in the Asset Report. CCTV of the sewer from both sides of the obstruction carried out as part of the abandonment of cleaning process will be paid for on a per metre basis for the effected pipe length.

Abandonment of the survey of a sewer length that has been hydraulically cleaned may be considered in any of the following circumstances:

- Inability to maintain picture quality due to condition of sewer.
- Risk to the Vendor's equipment.
- Inability to gain access to the manholes.
- Risk to Vendor's operations due to unsafe conditions.
- All obstructions preventing CCTV inspection of previously cleaned lines which are impeding the flow must be reported immediately in writing to the Project Manager. The Vendor shall include in the final inspection report and the immediate written notification the circumstances of the abandonment.

Without receipt of the proper documentation the Vendor will not be compensated. Receipt of formal abandonment documentation is required by the Town to ensure Roads Operations is notified immediately, enabling Roads Operations to:

- Undertake emergency repair of sewer pipe or manhole; or
- Complete cleaning or inspection by others so that the inspection videos and NASSCO mdb files generated by others can be forwarded to the Vendor to complete the Condition Assessment, Renewal Recommendations and Reporting tasks

21. Unacceptable and Unsatisfactory Asset Report

Unsatisfactory Asset Reports may include incorrect or missing inspection results, mislabeled or incorrect coding, mislabeled asset identification, missing rehabilitation or replacement assessment, and a lack of quality control and quality assurance completed on data. As well, reports must be submitted on assets within twenty (20) business days of completing the CCTV inspection. Updated Asset Reports must be submitted to the Town within one (1) week of the Town's Project Manager notifying the Vendor of an unacceptable and unsatisfactory Asset Report at no additional cost to the Town.

22. Project Management

The Vendor shall:

- 1) Provide project management and ongoing coordination with the Town's Project Manager, including administrative services to support deliverables.
- 2) Attend a kick-off meeting to discuss and review:
 - The entire scope of the project;
 - Workplan and schedule
 - Identification of project risk management activities including identification of potential risks, qualified and classified in order to develop a specific risk management plan for the work, and monitor and advise on control procedures for all risks.
- 3) Update the work plan based on the kick-off meeting and the outcome of the kickoff meeting within one week.
- 4) Upon the outcome of the kickoff meeting, the Vendor is to provide a charter, updated work plan and baseline schedule to the Town. The Town will provide a template for the charter.
- 5) Implement quality assurance procedures throughout the Work. All design phases are to be reviewed by the Vendor under a detailed Quality Assurance/Quality Control (QA/QC) process provided by the Vendor. The QA/QC process must be documented for each design submission. The Vendor shall provide signed quality control documentation at every milestone to verify that the quality assurance procedures had been implemented.
- 6) Appoint one (1) person as the Vendor's Project Manager, who shall report to the Town's Project Manager. The Vendor's Project Manager will:
 - a. Keep the Town's Project Manager informed of progress on a regular basis
 - b. Provide the Town's Project Manager with copies of all correspondence
 - c. Consult with the Town's Project Manager on potentially significant or controversial issues, options considered and solutions adopted

- d. Consult with the Town's Project Manager prior to deviations from standards, specifications and procedures
 - e. Consult with the Town's Project Manager prior to any significant schedule changes. All schedule changes must be approved by the Town's Project Manager in writing
 - f. Ensure attendance of appropriate expertise at meetings to answer questions and ensure expert facilitation of controversial matters.
 - g. Ensure and take the necessary measures to establish the overall process, provide overall direction to the process, liaise with the Town's Project Manager when necessary, direct communications, ensure that process and time lines are achieved in order to deliver a complete and comprehensive Studies.
 - h. Throughout the project, the Vendor shall prepare minutes of meetings and provide copies within five (5) working days of the meeting to the Town's Project Manager for review and approval.
- 7) Cross-reference the monthly invoice with the activities identified in the Gantt chart prior to submitting the invoice to the Town.
 - 8) Invoicing of fees is to be completed on a timely basis.
 - 9) Submit monthly progress reports with invoices, which will include as a minimum:
 - a. Budget tracking forms, the Town will issue a standard tracking form to the Vendor.
 - b. Project status report.
 - c. A summary of meetings attended, with attendees list.
 - d. Milestones achieved.
 - e. Milestones upcoming.
 - f. Revised and updated schedule showing baseline and variances
 - g. Costing updates.
 - h. Staff updates.
 - i. Hours worked by staff for the Work.
 - j. Risk management updates.
 - k. Issues log updates.
 - l. Approvals matrix including approvals status updates.
 - m. Change control documentation.

The Vendor shall provide a qualified Project Manager who will be a single point of contact to the Town and who will provide overall management of the Vendor's team members. The Vendor's Project Manager will be responsible for ensuring that all agreed processes and procedures are implemented during the project, and ensuring successful delivery of all the key milestones products within project timelines. The Vendor's Project Manager shall also provide the Town with advice and recommendation on technical matters as they arise during and throughout the duration of the assignment. The Project Manager shall maintain constant communication of project status with the Town and address the Town's inquires and questions in a timely manner.

The Vendor will need to provide 48 hours notice of when they will be onsite to complete the CCTV investigation so that residents can be made aware.

The Vendor shall report to the Town's Project Manager promptly:

- Any critical defects, deficiencies and unsafe conditions which are discovered in the field during this project;
- Damage caused to the facilities by contractors or vandalism;
- During the performance of the work, any incidents involving the general public must be reported to the Project Manager, immediately. **Personal injuries and any damages to public or private property shall be reported to the Project Manager immediately without exception. The Vendor shall be responsible for all damages caused by it of its employees.**
- Spills or discharges of pollutants or contaminants under the control of the Vendor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the appropriate Project Manager. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1980. This reporting will not relieve the Contractor of his legislative responsibilities regarding such spills or discharges.

23. Meetings and Consultations

Meetings and Consultation shall include:

- Startup, progress and milestone meetings with the Town's Project Manager and the team nominated by them;
- One (1) meetings with Town staff to discuss the ArcGIS File Geodatabase and excel file;
- One (1) formal teleconference per month (duration per teleconference – 1.5 hour) to review the status and outcome of various meetings and discuss issues related to the project.

The Vendor shall organize, attend and provide materials for all meetings, including the preparation of meeting agenda two (2) days in advance of the meeting, recording the minutes of these meetings and distribution to all parties involved. There shall be at least a minimum of one meeting per month (duration per meeting – 2.5 hours) during the design phase with the Town's Project Manager and other stake holders as required. In addition the Vendor shall attend meetings to coordinate with local municipalities, utilities, and other stakeholders. The Vendor shall prepare and distribute minutes for all meetings no later than five (5) calendar days after the date of the meeting.

The Vendor's representative(s) attending meetings shall be thoroughly versed and knowledgeable with respect to the topic of conversation, shall be prepared to answer questions and have the authority to make necessary decisions and commitments with respect to matters agreed on at the meetings.

All presentation materials must be prepared in Microsoft Power Point and Adobe Acrobat PDF (including plans, drawings and maps).

The Vendor shall actively facilitate meetings utilizing a plan to deal effectively with issues, conflict and disruptive behavior and to ensure all participants have a fair opportunity to express themselves.

24. Data Ownership

All data created by the Vendor shall become the property of the Town. The Vendor should be aware that data may become available to the Public through open data initiatives.

25. Project Submission Requirements

The Vendor shall submit the following information prior to commencement of work:

- a. A copy of the CCTV operators NASSCO Certification Certificate for each CCTV operator that will be completing the work. Operators are to be certified or re-certified within the three years prior to the start of the Contract;
- b. A sample inspection report;
- c. Resolution tests of digital video recording format and digital file. One submission is required for each camera proposed for use of the work. The camera make, model, and serial number shall be clearly identified on each video recording; and
- d. The details of the coding accuracy verification system that is to be used to verify inspection accuracy.

26. Standards and Specifications

The following documents should be referenced to complete the required work:

CSA Standards

PLUS 4012 (2010) Technical Guide: Visual Inspection of Sewer Pipe

Water Research Centre (WRc) Publication

MSCC, Manual of Sewer Condition Classification, 5th Edition, October 2013

Canadian Standards Association

Pipeline Assessment and Certification Program (PACP®) Canadian Edition including CSA PLUS 4012 TECHNICAL GUIDE Visual inspection of sewer pipe;

Ontario Provincial Standard Specification

Construction Specification for Closed-Circuit Television (CCTV) Inspection of Pipelines, November 2017, OPSS.MUNI 409

Construction Specification for the Cleaning and Flushing of Pipe Sewers, Catchbasins, Manholes, Ditch Inlets, and Oil-Grit Separators, November 2015, OPSS 411

27. Deliverables

The Vendor shall be responsible for the deliverables within all tasks of the Project. The Town reserves the right to review the study work and deliverables at any stage associated with this study and throughout the process.

The deliverables to be provided by the Vendor are described in detail as follows:

A. Project Management Plan / Charter

The Vendor shall prepare a project management plan in draft for review and approval by the Town.

B. Progress Reports

The Vendor shall submit monthly reports to the Town's Project Manager. These reports shall include information on study progress: budget spent, project status, and updated project schedules as described herein.

C. Minutes of Meetings

Throughout the project, the Vendor shall prepare minutes of meetings and provide copies within one week of the meeting to the Town's Project Manager for review and acceptance.

D. Draft Reports and Drawings

The Vendor shall submit two (2) hard copies and one (1) digital copy of all draft reports to the Town for review and approval prior to submitting the final report.

E. Digital Media Storage Device

The vendor must provide a copy of the digital media to the Town on a digital storage device with a minimum USB 2.0 or higher compatibility. Digital photograph files shall meet or exceed a resolution of at least 640 x 480 pixels, and be in JPEG format or as specified in the Contract Documents. The inspections shall be captured in colour MPEG-4 from the live video source to the computer hard drive with no frame loss. One complete single digital file shall be submitted for each inspection. The project data file naming convention shall use the Town provided labelling. Digital video files shall meet the following minimum MPEG-4 requirements: (1) Picture Size to be NTSC 702 x 480 @ 29.97 frames per second; and (2) Data/Bit Rate to be 4Mbps.

F. Asset Report and Final Report

As stated above the Vendor will be required to provide an Asset Report within twenty (20) business days of completing the CCTV inspection. Upon completion of all of the CCTV work, the Vendor will be required to provide a Final Report within one (1) month of submitting the final Asset Report and it needs to include:

- A summary of the project methodology, summary of key findings and specific conclusions.
- A summary of completed condition assessment for each sewer pipe, manhole and catch basin, with completed inspection photographs, including replacement costs based on useful life.

- Detailed recommendations regarding the need for repair and rehabilitation, including cost estimates.
- Significant sediment and debris deposits found in any sewer segment shall be clearly identified in the report and approximate debris quantities provided. Significant deposits are defined as those that extend for 5m or more along the sewer or are 0.1m or greater in depth.

The Final Report approved submissions must be submitted as three (3) bound copies, one unbound copy, one (1) digital copy in MS word format, one (1) digital copy in Adobe Acrobat PDF format.

G. ArcGIS File Geodatabase and Excel File Summary

The ArcGIS File Geodatabase and Excel File format must be provided to the Town for review and approval within twenty (20) business days of commencement of the contract. The Final ArcGIS File Geodatabase and Excel File needs to be submitted to the Town along with the Final Report and must include:

- All required fields and information collected from the field data collection and summarized in the final report.
- All infrastructure needs to be geo-referenced and projected NAD 1983, UTM Zone 17 (refer to <https://spatialreference.org/ref/epsg/26917/> for more information).

**SPECIAL PROVISIONS – ITEMS
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1. CCTV Inspection, Report and GIS Database – Tasks 1, 2, 3, 4 and 5

The Vendor shall complete the following work:

The Vendor will provide services inclusive of Tasks 1, 2, 3, 4 and 5 for each year. The details of the “Work” shall include:

1.1 Task 1 Pre-Inspection

The Vendor shall review existing information and assess the type of technology to use for storm sewer network inspection as follows:

- Review existing information provided by the Town on storm sewer network
- Complete an inventory for all of the components of the Town’s storm sewer infrastructure in accordance with the latest NASSCO, PACP, MACP and LACP guidelines.
- Prior to commencing a CCTV inspection, the Vendor will investigate the site to determine they have the appropriate equipment for completing the work, including a Right of Way Occupancy Permit from the Town. The Vendor will ensure that the flow in the pipes will be controlled to a maximum depth of 20% of the pipe diameter to permit viewing of the pipe walls during the inspection. The Vendor will be expected to camera inspect the entire section of the pipe.

1.2 Task 2 Inspection

The Vendor shall complete a CCTV inspection (“as is”) of storm infrastructure assets, excluding the storm sewer pipes that require flushing (see provisional items for flushing). The Vendor shall perform the work as follows:

- Undertake CCTV video camera inspection to identify the structural integrity and operating conditions of storm sewer infrastructure in accordance with the latest NASSCO (i.e. PACP, MACP and LACP) guidelines. Field inspect (via CCTV) and record, on video, structural and service deficiencies observed for each sewer pipe and manhole in line with the requirements set forth in the Scope of Work. Video files must be submitted to the Town. Files should be linked to the ArcGIS File Geodatabase.
- During the inspection survey, the pipeline flow shall not exceed approximately 20% of the pipe diameter. Prior to commencing or continuing with an inspection, the Vendor shall de-water the sewer section to ensure that the full diameter of the pipe is visible. Flow in the sewer pipeline shall be controlled to a maximum depth of 20% of the pipe diameter. The method of control shall be determined by the Vendor, and requires the Town’s approval prior to the commencement of the work. The Vendor shall maintain the flow, where required, of all sewers, drains, inlet connections encountered during the progress of the work and if necessary the Vendor shall provide by-pass pumping.
- The inspection shall be a continuous unedited examination of the entire length of storm sewer main/catch basin lead. The face of the start manholes shall be clearly visible at the start of the inspection and the picture shall be in focus from the point of observation to a minimum of two pipe diameters ahead. The image shall remain in focus with adequate lighting to produce an accurate view of the sewer allowing the correct observations to be reported. The maintained location of the CCTV camera shall be on or as near as practicable to the central axis of the sewer.
- The inspection recording will have a continuous chainage indicated and the manhole. The chainage shall commence at the inside wall of the starting manhole and shall be accurate to within one per cent of the length of the sewer as compared to the steel tape measurement. If the chainage is not accurate to within this limit, the inspection will be rejected and completed again by the Vendor at no additional cost to the Town. The chainage indicator shall be

adjusted to indicate the chainage of a point on the wall of a sewer as it passes the periphery of the picture.

- The Vendor shall also photograph manhole, catchbasin, and outfall with sufficient resolution to capture the state and defects. Electronic copies of the photos are to be submitted to the Town for review. Files should be linked to the ArcGIS File Geodatabase.
- Overall videos, and images and comments related to observed deficiencies will be tracked against the GIS_ID numbers provided by the Town in the maintenance condition assessment report.
- Each catchbasin, manhole and outlet on the assigned storm sewers shall be inspected and any relevant defects and observations are to be coded, documented, and submitted to the Town in accordance with NASSCO MACP. A digital photograph is to be taken of all defects and a condition grade is to be assigned to each infrastructure component in accordance with NASSCO scoring guidelines.
- The inspection work is as follows for manholes, catchbasins, and outlets:
 - The inspection will start at the top of the manhole, catchbasins, and outlets to clearly show the asphalt surrounding the frame to identify inflow problems. As the video camera is lowered into the manhole, catchbasins, and outlets the wide-angle function of the camera will be mobilized to capture sidewall and joint deficiencies. The camera must face the structure and be able to rotate 360 degrees to allow for a clear inspection of the complete manhole, catchbasins, and outlets. Once in the chamber of the manhole, catchbasins, and outlets the camera shall be stopped and rotated (panned and tilted) to permit the detailed inspection of any observed hydraulic or structural defects.
 - Photo's must be captured in .jpeg format and be of a minimum resolution of 10 mega pixels. Adequate lighting must be provided to show the bottom of the manhole, catchbasins, and outlets in the image and clearly show the deficiencies found in each MH.
- The inspection work is as follows for catchbasin leads (laterals):
 - The Vendor shall also supply all labour, equipment, and materials necessary to undertake the closed-circuit television inspection of catchbasin leads (laterals) of various sizes. Laterals scope will entail CCTV inspection of laterals from the storm sewer main or manhole to the catchbasin or ditch inlet, swales, or property line unless otherwise requested.
 - In the event that a Laterals inspection is abandoned, the Vendor must state the maximum distance that the camera inspected from the main line sewer or manhole towards the property line. The Vendor shall be responsible for identifying why a survey was abandoned in the inspection report.
 - The cameras used in Laterals inspection shall be equipped with a transmitter for location purposes. In the event that major damage or an obstruction has been detected, the Vendor shall provide two measurements, to the front and to the right-hand side of the lateral it services.
- Prepare electronic copies of all raw data including observation coding, CCTV video footage, and digital photography for storm sewers, manholes, catch basins, and outfalls.

1.3 Task 3 Asset Report

The Vendor shall be responsible for the development of an Asset Report inclusive of CCTV results, condition assessment, and digital media (data, video and photos) of the storm sewer network.

Within twenty (20) business days following the inspection, the Vendor shall submit to the Town's Project Manager a digital copy of the Asset Report. The Asset Report will include:

- The inspection results for the stormwater infrastructure based on the CCTV inspection; results containing the exact distance from the starting maintenance access chamber to defects, abnormalities, and general condition of the sewer line;
- A structural condition grade and a service condition grade for each asset based on the coded observations;
- Recommendation on rehabilitation or replacement needs;
- Significant sediment and debris deposits found in any sewer segment shall be clearly identified in the report and approximate debris quantities provided. Significant deposits are defined as those that extend for 5m or more along the sewer or are 0.1m or greater in depth;
- Estimate of remaining service life; and;
- The results of the quality control and quality assurance measures.

Every Asset Report should be carefully evaluated in conjunction with the video files generated from the inspection component of this project and Structural, Operational and Maintenance coding in line with the latest NASSCO PACP standards. The Vendor will provide quality control in line with NASSCO PACP standards by verifying whether the structural and service condition codes supply an accurate representation of the condition of the sewer pipes and manholes.

Each Asset Report submitted shall include project name, clearly describing inspection location details such as the location or street names, the Town's infrastructure asset identification number (GIS_ID); tile report numbers and dates for when works were issued; the date inspection was completed, pipe size and type of sewer, the direction of the flow, and if the inspection is being done against the flow.

1.4 Task 4 ArcGIS File Geodatabase and Excel File Summary

The Vendor shall be responsible for the development of an ArcGIS File Geodatabase with all information and an excel file with matching information.

Included in this Task is the development of an ArcGIS File Geodatabase and corresponding excel file. Each and every storm sewer, manhole, catchbasin and outfalls within the assigned sewershed shall be spatially verified via GPS coordinates with catchbasins, manholes and outlets having minimum accuracy with a baseline precision in a range of 2cm + 2mm (Horizontal) and 1cm + 2mm (Vertical) and storm sewers having a minimum accuracy in the field to the sub-metre accuracy. The inventory information of each inspected storm sewer, manhole, catchbasin and outfalls must be submitted in ArcGIS Geodatabase file format and the Vendor shall be responsible for developing the Town's Geodatabase in accordance with NASSCO MACP.

The data must be georeferenced to the Universal Transverse Mercator (UTM) projection space, Zone 17 Northern Hemisphere and the North American Datum (NAD) 1983 original datum (refer to <https://spatialreference.org/ref/epsg/26917/> for more information). All attribute information must accompany the submitted geographical data files.

The File Geodatabase will contain all required fields and information collected from the field data collection. Six feature classes will be created as listed per below for better management and documentation of different storm sewer assets. Bidders should refer to Figure 1 for a template of the minimum requirements for the geodatabase for each feature class.

1. Storm sewer – geographical digital data must be submitted to the Town as a 'Line' feature class
2. Catch basin lead – geographical digital data must be submitted to the Town as a 'Line' feature class
3. Manhole – geographical digital data must be submitted to the Town as a 'Point' feature class
4. Catchbasin – graphical digital data must be submitted to the Town as a 'Point' feature class (includes Ditch inlet, single catchbasin, double catch basin, storm inlet, outfall)
5. Ditch Inlet Catch Basin – geographical digital data must be submitted to the Town as a 'Point' feature class
6. Outfalls – geographical digital data must be submitted to the Town as a 'Point' feature class

Catchbasin leads will be established by connecting the catchbasins perpendicularly to the nearest main storm sewer.

For quality assurance and quality control, the process for all data collected should carry out the standard NASSCO Quality Assurance and Quality Control measures as further detailed in Special Provisions – General Section 7. If available, as-built drawings for each investigated sewershed will be provided by the Town but it should be noted that the available information may not be complete.

The minimum data attributes for Storm Sewer Manholes, Storm Sewer Inlet, Single Catch Basins, Double Catch Basins, Ditch Inlet Catch Basins, and Catch Basin Manholes shall be as follows:

- Location Details
- Relative Linear Reference (e.g. offset distance from road centre line)
- Rim Grade
- Frame seal inflow; Potential Runoff, Evidence Surcharge
- Cover Condition, Insert Condition, Ring Condition
- Frame Material, Orifice plates, safety grates
- Frame condition, frame seal condition, Off set Distance
- Wall Lining
- Bench present – (Yes or No);
- Bench Material, Lining
- For Storm Inlets/Sub drain inlets/ Catch Basins: Sump – (Yes or No);
- Drop Manhole – (Yes or No);
- Material, Type, Exposure
- Digitally record geographic coordinates of structure using GPS data collection equipment having minimum accuracy with a baseline precision in a range of 2cm + 2mm (Horizontal) and 1cm + 2mm (Vertical);
- Attribute features collected to correlate with the required attribute fields for seamless integration with geodatabase in ArcGIS software.

Each and every Storm Sewer Pipe on the assigned Storm Sewers shall be spatially verified via GPS coordinates in the field to the sub-metre accuracy. The inventory information of each inspected Storm Sewer Pipes must be submitted in an ArcGIS Geodatabase file format and Vendor shall be responsible to update for developing the Geodatabase in accordance with NASSCO PACP geodatabase.

The minimum data attributes for Storm Sewer Pipes shall be as follows:

- Location Details (Road Name, Pipe ID), Upstream and Downstream MH/CB
- Structure Grade
- Age, Material, Shape
- Flow Control, Lining Method
- Pipe Joint Length
- Media Label, Sewer Cat,
- Pre-Cleaning, Date Cleaned
- Maintenance
- GIS Comment
- References files (video(s), report(s))

Each and every Catchbasin Lead (Laterals) on the assigned Storm Sewers shall be spatially verified via GPS coordinates in the field to the sub-metre accuracy. The inventory information of each inspected catchbasin leads must be submitted in ArcGIS File Geodatabase file format and Vendor shall be responsible for developing the geodatabase in accordance with NASSCO LACP geodatabase.

The minimum data attributes for Storm Sewer Catchbasins Leads (Laterals) shall be as follows:

- Age, material, condition
- Certificate Number, Pipe Segment Reference (PSR)
- Location Details, Start Manhole, size
- Lining Method, Length Surveyed
- Media Label
- Pre-cleaning, Date Cleaned
- Location, Elevation, Property Line
- Clean out, Clean out Rim to invert
- Tap location, Lateral Segment Reference (LSR)

The Vendor shall develop and submit to the Town's satisfaction, an ArcGIS File Geodatabase, including but not limited to Global Positioning System (GPS) coordinates, to produce the mapping of the storm sewer infrastructure. The minimum File Geodatabase requirements shall be as follows:

- Supply following GIS based asset management geodatabases:
 - Complete geodatabase with new and existing inventory (attributes) condition assessment grades for structural & service level performance, and video index.
 - The data model(s) and data dictionary shall adopt NASSCO-PACP and MACP, current version, and should be considered the minimum version to be supported for the development of data import and export processes, data management, and reporting.
 - All spatial data shall be geo-referenced and projected NAD 1983, UTM Zone 17 (refer to <https://spatialreference.org/ref/epsg/26917/> for more information).
 - Spatial data shall be topologically correct. Polygon features shall not overlap and gaps (slivers) shall not be present (areas of no data excepted). Linear features shall not have dangles, self-intersects, or self-overlaps.
 - All linear features corresponding to pipes will have endpoints that 'snap' (i.e. having same X,Y value) to point features corresponding to manholes, catch basins, and outfalls with the exception of catch basin leads which may also snap to storm mains.
 - Metadata shall be provided to the Town with all data submissions. The metadata shall include an abstract, purpose and process steps used to create the data. Attribute field definitions shall also be provided to the Town. Metadata shall be attached to the GIS data through a metadata record and/or as a Readme file. Sample metadata may be provided to the Vendor upon request.
 - The Vendor shall be responsible for entering into a Digital Data Use Agreement (DDUA) with the Town.

All data created by the Vendor shall become the property of the Town. The Vendor should be aware that data may become available to the Public through open data initiatives.

Unique feature class data layers shall be recommended by the Vendor to the Town; ensure that each segment of storm sewer systems is divided into nodes (break points), which can be used with GIS.

Custom domains (pre-defined picklists) shall be built for each layer of the File Geodatabase in order to establish a uniform naming convention for all assets to be mapped. The Town has developed a draft version for consideration. As value added, the Vendor can provide assistance on guidance on the development of the geodatabase.

1.5 Task 5 Final Report

Upon completion of all of the CCTV work, the Vendor will be required to provide a Final Report within one (1) month of submitting the final Asset Report and it shall include:

- A summary of the project methodology, summary of key findings, and specific conclusions.
- A summary of completed condition assessment for each sewer pipe, manhole and catch basin, with completed inspection photographs, including replacement costs based on useful life.
- Detailed recommendations regarding the need for repair and rehabilitation, including cost estimates.

2. Flushing – Task 6 - Provisional

It is the Town's intent not to flush every pipe prior to inspection. Flushing will only be carried out when the Vendor determines that flushing will provide a better assessment of the pipe condition.

The Vendor shall notify the City's Project Manager of any storm sewer segments that need flushing as identified during the course of inspections. The Vendor shall inform the Town in writing prior that flushing is required and the Town must provide its written approval to proceed before the Vendor shall commence work.

The purpose of cleaning/flushing is to remove any obstructions that might prevent the CCTV Inspection from being completed. The Vendor shall ensure that when flushing is taking place that the operator will have the vacuum tubes assembled and placed in the maintenance hole in order to prevent the accumulation of debris and other obstruction from traveling downstream.

Successful cleaning shall be defined as:

- within a pipe section: having exposed 80 per cent of the sewer pipe wall surface
- at any chainage point: no less than 95 per cent of cross sectional area free from foreign debris.

Cleaning shall include washing and scouring of manholes and walls using a high pressure water jet hand gun.

If in the opinion of the Project Manager re-inspection of the sewer is required as a result of inadequate cleaning by the Vendor, the Vendor shall re-clean then re-inspect the sewer, and no additional payment will be made at the unit rate in the Pricing Sheet.

In the event the mainline storm sewer is so full of dirt and debris that flushing fails to remove obstructions in order that CCTV inspection can continue, the Vendor shall immediately notify the Town's Project Manager to determine if sewer cleaning is required.

Any flushing and cleaning should be completed in accordance with OPSS 411 as well as CSA Plus 4012.

Following flushing, the Vendor shall complete a CCTV inspection that will consist of the same tasks associated with the initial inspection (Special Provision – Items, Section 1.2: Task 2, Section 1.3: Task 3, Section 1.4: Task 4 and Section 1.5: Task 5) but will focus only on the flushed storm sewer pipe and catchbasin leads and record defects of storm sewer, catchbasin lead, manhole, catchbasin and outfall based on NASSCO PACP/LACP/MACP Standards for the flushed only sections at no additional cost to the Town.



OPS GENERAL CONDITIONS OF CONTRACT

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SECTION GC 1.0 - INTERPRETATION

GC 1.01 Captions

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

GC 1.02 Abbreviations

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

"AASHTO"	-	American Association of State Highway Transportation Officials
"ACI"	-	American Concrete Institute
"ANSI"	-	American National Standards Institute
"ASTM"	-	American Society for Testing and Materials
"AWG"	-	American Wire Gauge
"AWWA"	-	American Water Works Association
"CCIL"	-	Canadian Council of Independent Laboratories
"CESA"	-	Canadian Engineering Standards Association
"CGSB"	-	Canadian General Standards Board
"CSA"	-	Canadian Standards Association
"CWB"	-	Canadian Welding Bureau
"GC"	-	General Conditions
"ISO"	-	International Organization for Standardization
"MOE"	-	Ontario Ministry of the Environment
"MTO"	-	Ontario Ministry of Transportation
"MUTCD"	-	Manual of Uniform Traffic Control Devices (Replaced by OTM)
"OPS"	-	Ontario Provincial Standard
"OPSD"	-	Ontario Provincial Standard Drawing
"OPSS"	-	Ontario Provincial Standard Specification
"OTM"	-	Ontario Traffic Manual
"PEO"	-	Professional Engineers Ontario
"SAE"	-	Society of Automotive Engineers
"SCC"	-	Standards Council of Canada
"SSPC"	-	Structural Steel Painting Council
"UL"	-	Underwriters Laboratories
"ULC"	-	Underwriters Laboratories Canada

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 this Contract the following definitions apply:

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

Addendum means an addition or change in the tender documents issued by the Owner prior to tender closing.

Additional Work means work not provided for in the Contract 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 wearing surface layers, curb and gutter, or sidewalk.

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

Certificate of Subcontract Completion means the certificate issued by the Contract Administrator in accordance with clause GC 8.02.03.02, 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 changed subsurface conditions; and establishing the basis for payment and the time allowed for the adjustment of the Contract Time.

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

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 lists, Quantity Sheets, and cross-sections.

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

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

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

Cost Plus has the same meaning as "Time and Material."

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.

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 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.

Force Account has the same meaning as "Time and Material."

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 that is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

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 on the basis of its actual or estimated tender quantity, whichever is the larger, multiplied by its tender unit price, which is equal or greater than the lesser of,

- a) \$100,000, or
- b) 5% of the total tender value calculated on the basis of 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.

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

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

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

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

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

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 rate of interest as determined under the *Financial Administration Act* by the Minister of Finance of Ontario and issued by, and available from, the Owner.

Records mean any books, payrolls, accounts, or other information that relate to the Work or any Change in the 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.

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.

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 responsible charge of the Work.

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 8.02.04, Payment on a Time and Material Basis. Where "Cost Plus" and "Force Account" are used they shall have the same meaning.

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 period of 12 months from the date of Substantial Performance or such longer period as may be specified in the Contract Documents for certain Materials or some or all of the Work. Where a date of Substantial Performance is not established, the Warranty Period shall commence on the date of Completion.

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 Substantial Performance

- .01 The Work is substantially performed,
- a) when 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; and
 - b) when 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
 - i. 3% of the first \$500,000 of the Contract price,
 - ii. 2% of the next \$500,000 of the Contract price, and
 - iii. 1% of the balance of the Contract price.
- .02 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.

GC 1.06 Completion

- .01 The Work shall be deemed to be completed and services or Materials shall be deemed to be last supplied to the Work when the price of completion, correction of a known defect, or last supply is not more than the lesser of,
- a) 1% of the Contract price; or
 - b) \$1,000.

GC 1.07 Final Acceptance

- .01 Final Acceptance shall be deemed to occur when the Contract Administrator is satisfied that, to the best of the Contract Administrator's knowledge at that time, the Contractor has rectified all imperfect work and has discharged all of the Contractor's obligations under the Contract.

GC 1.08 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) The location of all mainline underground Utilities that may affect the Work shall be shown to a tolerance of:
 - i. 1 m horizontal, and
 - ii. 0.3 m vertical
- .02 The Owner does not warrant or make any representation with respect to:
- a) interpretations of data or opinions expressed in any Subsurface Report available for the perusal of the Contractor, whether or not such report is included as part of the Contract Documents, and
 - b) other information specifically excluded from this warranty.

GC 2.02 Order of Precedence

- .01 In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order:
- a) Agreement
 - b) Addenda
 - c) Special Provisions
 - d) Contract Drawings
 - e) Standard Specifications
 - f) Standard Drawings
 - g) Instructions to Tenderers
 - h) Tender
 - i) Supplemental General Conditions
 - j) General Conditions
 - k) 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 Standard Specifications, such as those produced by CSA, CGSB, ASTM, and ANSI and referenced in the Ontario Provincial Standard Specifications
- .04 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.

SECTION GC 3.0 - ADMINISTRATION OF THE CONTRACT

GC 3.01 Contract Administrator's Authority

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

- .13 If, in the opinion of the Contract Administrator, it is not expedient to correct defective work or work not performed in accordance with the Contract Documents, the Owner may deduct from monies otherwise due to the Contractor the difference in value between the work as performed and that called for by the Contract Documents, the 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 non-compliance in the case of such non-compliance with the provisions of the Contract by the Contractor.

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 the Occupational Health and Safety Act legislation and regulations, Workplace Safety and Insurance Board Act, and Regulation 309 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 shall submit Working Drawings to the Contract Administrator with reasonable promptness and in orderly sequence so as to not cause delay in the Work. 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 requirements that exist in the Working Drawings.
- .03 The Contract Administrator shall review and return Working Drawings in accordance with an agreed upon schedule, or otherwise, with reasonable promptness so as not to cause delay.
- .04 The Contract Administrator's review shall be to check for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the Working Drawings or of responsibility for meeting all requirements of the Contract Documents, unless a deviation on the Working Drawings has been approved in writing by the Contract Administrator.

- .05 The Contractor shall make any changes in Working Drawings that the Contract Administrator may require to make the Working Drawings consistent with the Contract Documents and resubmit, unless otherwise directed by the Contract Administrator. When resubmitting, the Contractor shall notify the Contract Administrator in writing of any revisions other than those requested by the Contract Administrator.
- .06 Work related to the Working Drawings shall not proceed until the Working Drawings have been signed and dated by the Contract Administrator and marked with the words "Reviewed. Permission to construct granted."
- .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

- .01 The Contract Administrator shall provide baseline and benchmark information for the general location, alignment, and elevation of the Work. The Owner shall be responsible only for the correctness of the information provided by the Contract Administrator.

GC 3.06 Extension of Contract Time

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

- d) Additional Work, clause GC 3.10.03.
- .03 The Contract Administrator shall, in considering an application for an extension to the Contract Time, take into account 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, errors in the Contract Documents;
 - b) 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;
 - c) 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;
 - d) the Contract Administrator giving notice under subsection GC 7.10, Suspension of Work;
 - e) abnormal inclement weather; or
 - f) archaeological finds in accordance with subsection GC 3.15, Archaeological Finds,

then the Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay, provided that in the case of an application for an extension of Contract Time due to abnormal inclement weather, the Contractor shall, with the Contractor's application, submit evidence from Environment Canada in support of such application. Extension of Contract Time may be granted in accordance with subsection GC 3.06, Extension of Contract Time.

- .02 If the Work is delayed by labour disputes, strikes or lock-outs, including lock-outs decreed or recommended to its members by a recognized contractor's association, of which the Contractor is a member or to which the Contractor is otherwise bound, are beyond the Contractor's control, which then the Contract Time shall be extended in accordance with subsection GC 3.06, Extension of Contract Time. 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.
- .03 The Contractor shall not be entitled to payment for the cost of delays incurred as a result of a dispute between the Contractor and Owner. The Contractor shall execute the Work and may pursue resolution of the dispute in accordance with subsection GC 3.13, Claims, Negotiations, Mediations.

GC 3.08 Assignment of Contract

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

GC 3.09 Subcontracting by the Contractor

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

GC 3.10 Changes

GC 3.10.01 Changes in the Work

- .01 The Owner, or the Contract Administrator where so authorized, may, by order in writing, make a Change in the Work without invalidating the Contract. The Contractor shall not be required to proceed with a Change in the Work until in receipt of a Change Order or Change Directive. Upon the receipt of such Change Order or Change Directive the Contractor shall proceed with the Change in the Work.
- .02 The Contractor may apply for an extension of Contract Time according to the terms of subsection 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 8.02.04, 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 subsection 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 8.02.04, 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 8.02.04, 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; pager, cell phone, and telephone numbers; and facsimile terminal numbers for the Contract Administrator and the Superintendent at the commencement of the Work, and update as necessary.
- .03 In the event of an emergency situation or other urgent matter the Contract Administrator or the Superintendent may give a verbal notice, provided that such notice is confirmed in writing within 2 Days.
- .04 Any notice permitted or required to be given to the Owner or the Contractor shall be given in accordance with the notice provision of the Contract.

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

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

Documents. The Owner shall be responsible for any damage that occurs because of the Owner's use or occupancy. Such use or occupancy of any part of the Work by the Owner does not waive the Owner's right to charge the Contractor liquidated damages in accordance with the terms of the Contract.

GC 3.13 Claims, Negotiations, Mediation

GC 3.13.01 Continuance of the Work

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

GC 3.13.02 Record Keeping

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

GC 3.13.03 Claims Procedure

- .01 The Contractor shall give verbal notice of any situation that may lead to a claim for additional payment immediately upon becoming aware of the situation.
- .02 The Contractor shall provide written notice in the standard form "Notice of Intent to Claim" 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 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.

In exceptional cases, the 30 Days may be increased to a maximum of 90 Days with approval in writing from the Contract Administrator.

- .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 with regard to 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 paragraph GC 3.13.03.05, with respect to any part of the claim, the Contract Administrator shall enter into negotiations with the Contractor to resolve the matters in dispute. Where a negotiated settlement cannot be reached and it is agreed that payment cannot be made on a Time and Material basis in accordance with clause GC 8.02.04, Payment on a Time and Material Basis, the parties shall proceed in accordance with clause GC 3.13.05, Mediation, or subsection GC 3.14, Arbitration.

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 paragraph 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 paragraph GC 3.13.03.05.
- .05 Each party is responsible for its own costs related to the use of the third party mediator 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 30 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.

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 paragraph 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 paragraph GC 3.13.03.05.
- .03 The parties shall be bound by the decision of the arbitrator.
- .04 The rules and procedures of the *Arbitration Act*, 1991, S.O. 1991, c.17, as amended, shall apply to any arbitration conducted hereunder except to the extent that they are modified by the express provisions of subsection GC 3.14, Arbitration.

GC 3.14.02 Arbitration Procedure

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

GC 3.14.03 Appointment of Arbitrator

- .01 The arbitrator shall be mutually agreed upon by the Owner and Contractor to adjudicate the dispute.
- .02 Where the Owner and Contractor cannot agree on a sole arbitrator within 30 Days of the notification of arbitration noted in paragraph 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 Arbitration and Mediation Institute of Ontario Inc., which may select an arbitrator to adjudicate the dispute within 7 Days of being requested to do so.
- .04 The arbitrator shall not be interested financially in the Contract nor in either party's business and shall not be employed by either party.
- .05 The arbitrator may appoint independent experts and any other persons to assist him or her.
- .06 The arbitrator is not bound by the rules of evidence that govern the trial of cases in court but may hear and consider any evidence that the arbitrator considers relevant.
- .07 The hearing shall commence within 90 Days of the appointment of the arbitrator.

GC 3.14.04 Costs

- .01 The arbitrator's fee shall be equally shared by the Owner and the Contractor.
- .02 The fees of any independent experts and any other persons appointed to assist the arbitrator shall be shared equally by the Owner and the Contractor.

- .03 The arbitration hearing shall be held in a place mutually agreed upon by both parties or in the event the parties do not agree, a site shall be chosen by the arbitrator. The cost of obtaining appropriate facilities shall be shared equally by the Owner and the Contractor.
- .04 The arbitrator may, in his or her discretion, award reasonable costs, related to the arbitration.

GC 3.14.05 The Decision

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

GC 3.15 Archaeological Finds

- .01 If the Contractor's operations expose any items that may indicate an archaeological find, such as building remains, hardware, accumulations of bones, pottery, or arrowheads, the Contractor shall immediately notify the Contract Administrator and suspend operations within the area identified by the Contract Administrator. Notification may be verbal provided that such notice is confirmed in writing within 2 Days. Work shall remain suspended within that area until otherwise directed by the Contract Administrator in writing, in accordance with subsection GC 7.10, Suspension of Work.
- .02 Any delay in the completion of the Contract that is caused by such a suspension of Work shall be considered to be beyond the Contractor's control in accordance with paragraph GC 3.07.01.
- .03 Any work directed or authorized in connection with an archaeological find shall be considered as Extra Work in accordance with clause GC 3.10.02, Extra Work.
- .04 The Contractor shall take all reasonable action to minimize additional costs that may accrue as a result of any work stoppage.

SECTION GC 4.0 - OWNER'S RESPONSIBILITIES AND RIGHTS

GC 4.01 Working Area

- .01 The Owner shall acquire all property rights that are deemed necessary by the Owner for the construction of the Work, including temporary working easements, and shall indicate the full extent of the Working Area on the Contract Drawings.
- .02 The Geotechnical Report and Subsurface Report that may be provided by the Owner as part of the tender documents shall form part of the Contract Drawings.

GC 4.02 Approvals and Permits

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

GC 4.03 Management and Disposition of Materials

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

GC 4.04 Construction Affecting Railway Property

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

GC 4.05 Default by the Contractor

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

GC 4.06 Contractor's Right to Correct a Default

- .01 The Contractor shall have the right within the 5 full 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 correction of the default cannot be completed within the 5 full 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 full Working Days following receipt of the notice;
 - b) provides the Owner with an acceptable schedule for the progress of such correction; and
 - c) completes the correction in accordance with such schedule.

GC 4.07 Owner's Right to Correct Default

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

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

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

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

- a) take possession of the Working Area or that portion of the Working Area devoted to that part of the Work terminated;
- b) use the Equipment of the Contractor and any Material within the Working Area that is intended to be incorporated into the Work, the whole subject to the right of third parties;
- 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 may, 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 may provide the Contractor and the trustee or receiver with a complete accounting to the date of termination.

GC 4.11 Continuation of Contractor's Obligations

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

GC 4.12 Use of Performance Bond

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

GC 4.13 Payment Adjustment

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

GC 5.02 Quality of Material

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

GC 5.03 Rejected Material

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

GC 5.04 Substitutions

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

GC 5.05 Owner Supplied Material

GC 5.05.01 Ordering of Excess Material

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

GC 5.05.02 Care of Material

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

- .04 The full amount of Material supplied by the Owner in each shipment shall be accounted for by the Contractor and such Material shall be at the risk of the Contractor after taking delivery. Such Material shall not, except with the written permission of the Contract Administrator, be used by the Contractor for purposes other than the performance of the Work under the Contract.
- .05 Empty reels, crates, containers, and other type of packaging from Material supplied by the Owner shall become the property of the Contractor when they are no longer required for their original purpose and shall be disposed of by the Contractor, 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 or works 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.
- .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 paragraphs 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 paragraph 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 General Liability Insurance

- .01 General liability insurance shall be in the name of the Contractor, with the Owner and the Contract Administrator named as additional insureds, with limits of not less than five million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, with a property damage deductible of not more than \$5,000. The form of this insurance shall be the Insurance Bureau of Canada Form IBC 2100.
- .02 Another form of insurance equal to or better than that required in IBC Form 2100 may be used, provided all the requirements listed in the Contract are included. 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 maintain in force such policies of insurance specified by the Contract Documents at all times from the commencement of the Work until the end of any Warranty Period or as otherwise required by the Contract Documents.
- .04 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 paragraph GC 6.02.01 c), shall not be binding on the Owner.

- .05 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, IBC Form 2100 as required shall include the appropriate endorsements.
- .06 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.
- .07 "Claims Made" insurance policies shall not be permitted.

GC 6.03.03 Automobile Liability Insurance

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

GC 6.03.04 Aircraft and Watercraft Liability Insurance

GC 6.03.04.01 Aircraft Liability Insurance

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

6.03.04.02 Watercraft Liability Insurance

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

GC 6.03.05 Property and Boiler Insurance

GC 6.03.05.01 Property Insurance

- .01 All risks property insurance shall be in the name of the Contractor, with the Owner and the Contract Administrator named as additional insureds, insuring not less than the sum of the amount of the Contract price and the full value, as may be stated in the Contract Documents, of Material that is specified to be provided by the Owner for incorporation into the Work, with a deductible not exceeding 1% of the amount insured at the site of the Work. This insurance shall be in a form acceptable to the Owner and shall be maintained continuously until 10 Days after the date of Final Acceptance of the Work, as set out in the Final Acceptance Certificate.

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. This insurance shall be maintained continuously from commencement of use or operation of the property insured until 10 Days after the date of Final Acceptance of the Work, as set out in the Final Acceptance Certificate.

GC 6.03.05.03 Use and Occupancy of the Work Prior to Completion

- .01 Should the Owner wish to use or occupy part or all of the Work prior to Substantial Performance, the Owner shall give 30 Days written notice to the Contractor of the intended purpose and extent of such use or occupancy. Prior to such use or occupancy, the Contractor shall notify the Owner in writing of the additional premium cost, if any, to maintain property and boiler insurance, which shall be at the Owner's expense. If because of such use or occupancy the Contractor is unable to provide coverage, the Owner upon written notice from the Contractor and prior to such use or occupancy shall provide, maintain, and pay for property and boiler insurance insuring the full value of the Work, including coverage for such use or occupancy, and shall provide the Contractor with proof of such insurance. The Contractor shall refund to the Owner the unearned premiums applicable to the Contractor's policies upon termination of coverage.
- .02 The policies shall provide that, in the event of a loss or damage, payment shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of both the Owner and the Contractor for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the Contractor shall proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under the Contract, except that the Contractor shall be entitled to such reasonable extension of Contract Time relative to the extent of the loss or damage as the Contract Administrator may decide in consultation with the Contractor.

GC 6.03.05.04 Payment for Loss or Damage

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

GC 6.03.06 Contractor's Equipment Insurance

- .01 All risks Contractor's equipment insurance covering construction machinery and 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 Unless specified otherwise, the duration of each insurance policy shall be 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 a signature by an officer of the Contractor and, in addition, a signature by an officer of the insurer or the underwriter 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 30 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 tender 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 fulfilment of the Contract.

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

- .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.
- .02 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, signed by the Contract Administrator.
- .03 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.
- .04 The Contractor shall provide adequate labour, Equipment, and Material to ensure the completion of the Contract in accordance with the Contract Documents. The Work shall be performed as vigorously and as continuously as weather conditions or other interferences may permit.
- .05 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.
- .06 Notwithstanding paragraph GC 7.01.05, 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.
- .07 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 first priority in planning, pricing, and performing the Work;
 - b) its officers and supervisory employees have a working knowledge of the duties of a "Constructor" and "employer" as defined by the Act and the provisions of the Regulations applicable to the Work, and a personal commitment to comply with them;
 - c) a copy of the most current version of the Act and the Regulations are available at the Contractor's office within the Working Area, or, in the absence of an office, in the possession of the supervisor responsible for the performance of the Work;
 - d) workers employed to carry out the Work possess the knowledge, skills, and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety;
 - e) its supervisory employees carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers; and

- f) all Subcontractors and their workers are properly protected from injury while they are at the Work Area.
- .08 The Contractor, when requested, shall provide the Owner with a copy of its health and safety policy and program at the pre-start meeting and shall respond promptly to requests from the Owner for confirmation that its methods and procedures for carrying out the Work comply with the Act and Regulations. The Contractor shall cooperate with representatives of the Owner and the inspectors appointed to enforce the Act and the Regulations in any investigations of worker health and safety in the performance of the Work. The Contractor shall indemnify and save the Owner harmless from any additional expense that the Owner may incur to have the Work performed as a result of the Contractor's failure to comply with the requirements of the Act and the Regulations.
- .09 Prior to commencement of the Work, the Contractor shall provide to the Contract Administrator a list of those products controlled under the Workplace Hazardous Materials Information System or WHMIS, which the Contractor expects to use on the Contract. Related Materials Safety Data Sheets shall accompany the submission. All containers used in the application of products controlled under WHMIS shall be labelled. The Contractor shall notify the Contract Administrator in writing of changes in the products to be used and provide relevant Material Safety Data Sheets.
- .10 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, pager, 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.
- .11 The Contractor shall designate a person to be responsible for traffic control and work zone safety. The designated person shall be a competent worker who is qualified because of knowledge, training, and experience to perform the duties; is familiar with Book 7 of the Ontario Traffic Manual; and has knowledge of all potential or actual danger to workers and motorists. Prior to the commencement of construction, the Contractor shall notify the Contract Administrator of the name; address; position; cell phone, pager, 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.
- .12 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.
- .13 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, 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, so as to complete the Work within the time specified in the Contract Documents.
- .14 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.
- .15 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.

- .16 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 in the event that 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 paragraph GC 2.01.01 a).

GC 7.02 Layout

- .01 Prior to commencement of construction, the Contract Administrator and the Contractor shall locate on site those property bars, baselines, and benchmarks that are necessary to delineate the Working Area and to lay out the Work, all as shown on the Contract Drawings.
- .02 The Contractor shall be responsible for the preservation of all property bars while the Work is in progress, except those property bars that must be removed to facilitate the Work. Any other property bars disturbed, damaged, or removed by the Contractor's operations shall be replaced under the supervision of an Ontario Land Surveyor, at the Contractor's expense.
- .03 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.
- .04 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.
- .05 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.
- .06 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.
- .07 All stakes, marks, and reference points shall be carefully preserved by the Contractor. In the case of their destruction or removal, such stakes, marks, and reference points shall be replaced at the Contractor's expense.
- .08 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's sheds, site offices, toilets, other temporary structures, and storage areas for Material and Equipment shall be grouped in a compact manner and maintained in a neat and orderly condition at all times.
- .02 The Contractor shall confine the construction operations to the Working Area. Should the Contractor require more space than that shown on the Contract Drawings, the Contractor shall obtain such space at no additional cost to the Owner.

- .03 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.

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 Condition of the 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.

GC 7.07 Maintaining Roads and Detours

- .01 Unless otherwise specified in the Contract Documents, if an existing Roadway is affected by construction, it shall be kept open to both vehicular and pedestrian traffic.
- .02 Subject to the approval of the Contract Administrator, the Contractor shall, at no additional cost to the Owner, be responsible for providing and maintaining for the duration of the Work an alternative route for both pedestrian and vehicular traffic through the Working Area in accordance with the OTM, whether along the existing Highway under construction or on a detour road beside or adjacent to the Highway under construction.
- .03 Subject to the approval of the Contract Administrator, the Contractor may block traffic for short periods of time to facilitate construction of the Work in accordance with the OTM. Any temporary lane closures shall be kept to a minimum.
- .04 The Contractor shall not be required to maintain a road through the Working Area until such time as the Contractor has commenced operations or during seasonal shut down or on any part of the Contract that has been accepted in accordance with these General Conditions. The Contractor shall not be required to apply de-icing chemicals or abrasives or carry out snowplowing.
- .05 Where localized and separated sections of the Highway are affected by the Contractor's operations, the Contractor shall not be required to maintain intervening sections of the Highway until such times as these sections are located within the limits of the Highway affected by the Contractor's general operations under the Contract.
- .06 Where the Contract Documents provide for or the Contract Administrator requires detours at specific locations, payment for the construction of the detours and, if required, for the subsequent removal of the detours, shall be made at the Contract prices appropriate to such work.

- .07 Compensation for all labour, Equipment, and Materials to do this Work shall be at the Contract prices appropriate to the Work and, where there are no such prices, at negotiated prices. Notwithstanding the foregoing, the cost of blading required to maintain the surface of such roads and detours shall be deemed to be included in the prices bid for the various tender items and no additional payment shall be made.
- .08 Where work under the Contract is discontinued for any extended period, including seasonal shutdown, the Contractor shall, when directed by the Contract Administrator, open and place the Roadway and detours in a passable, safe, and satisfactory condition for public travel.
- .09 Where the Contractor constructs a detour that is not specifically provided for in the Contract Documents or required by the Contract Administrator, the construction of the detour and, if required, the subsequent removal shall be performed at the Contractor's expense. The detour shall be constructed and maintained to structural and geometric standards approved by the Contract Administrator. Removal and site restoration shall be performed as directed by the Contract Administrator.
- .10 Where, with the prior written approval of the Contract Administrator, the Highway is closed and the traffic diverted entirely off the Highway to any other Highway, the Contractor shall, at no extra cost to the Owner, supply, erect, and maintain traffic control devices in accordance with the OTM.
- .11 Compliance with the foregoing provisions shall in no way relieve the Contractor of 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 7.08 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) adequate pedestrian and vehicular access; and
 - b) continuity of Utility servicesto properties adjoining the Working Area.
- .02 The Contractor shall provide at all times and at no extra cost to the Owner access to fire hydrants, water and gas valves, and all other Utilities located in the Working Area.
- .03 Where any interruptions in the supply of Utility services are required and are authorized by the Contract Administrator, the Contractor shall give the affected property owners notice in accordance with subsection GC 7.12, Notices by the Contractor, and shall arrange such interruptions so as to create a minimum of interference to those affected.

GC 7.09 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 paragraph GC 7.09.01.

GC 7.10 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 7.11 Contractor's Right to Stop the Work or Terminate the Contract

- .01 If the Owner is adjudged bankrupt or makes a general assignment for the benefit of creditors because of insolvency or if a receiver is appointed because of insolvency, the Contractor may, without prejudice to any other right or remedy the Contractor may have, by giving the Owner or receiver or trustee in bankruptcy written notice, terminate the Contract.
- .02 If the Work is stopped or otherwise delayed for a period of 30 Days or more under an order of a court or other public authority and provided that such order was not issued as the result of an act or fault of the Contractor or of anyone directly employed or engaged by the Contractor, the Contractor may, without prejudice to any other right or remedy the Contractor may have, by giving the Owner written notice, terminate the Contract.
- .03 The Contractor may notify the Owner in writing, with a copy to the Contract Administrator, that the Owner is in default of contractual obligations if,
 - a) the Contract Administrator fails to issue certificates in accordance with the provisions of Section GC 8.0, Measurement and Payment;
 - b) the Owner fails to pay the Contractor, within 30 Days of the due dates identified in clause GC 8.02.03, Certification and Payment, the amounts certified by the Contract Administrator or within 30 Days of an award by an arbitrator or court; or
 - c) the Owner violates 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 7.11, 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 7.12 Notices by the Contractor

- .01 Before 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.
- .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 7.13 Obstructions

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

GC 7.14 Limitations of Operations

- .01 Except for such work as may be required by the Contract Administrator to maintain the Work in a safe and satisfactory condition, the Contractor shall not carry out operations under the Contract on Saturdays, Sundays, and Statutory Holidays 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, construction machinery 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, construction machinery, 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 the work is completed after the date of Substantial Performance, 12 months after Completion of the Work,
- c) 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
- d) 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 paragraph 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 once a month, in writing, of the quantity of Work performed. The first Estimate shall be the quantity of Work performed since the Contractor commenced the Contract, and every subsequent Estimate, except the final one, shall be of the quantity of Work performed since the preceding Estimate was made. The Contract Administrator shall provide the copy of each Estimate to the Contractor within 10 Days of the Cut-Off Date.
- .02 Such quantities for progress payments shall be construed and held to approximate. The final quantities for the issuance of the Completion Payment Certificate shall be based on the measurement of Work completed.
- .03 Measurement of the quantities of the Work performed may be either by Actual Measurement or by Plan Quantity principles as indicated in the Contract. Adjustments to Plan Quantity measurements shall normally be made using Plan Quantity principles but may, where appropriate, be made using Actual Measurements. Those items identified on the Tender by the notation (P) in the unit column shall be paid according to the Plan Quantity. Items where the notation (P) does not occur shall be paid according to Actual Measurement or lump sum.

GC 8.01.02 Variations in Tender Quantities

- .01 Where it appears that the quantity of Work to be done or Material to be supplied or both by the Contractor under a unit price tender item may exceed or be less than the tender quantity, the Contractor shall proceed to do the Work or supply the Material or both required to complete the tender item and payment shall be made for the actual amount of Work done or Material supplied or both at the unit prices stated in the Tender except as provided below:
 - a) In the case of a Major Item where the quantity of Work performed or Material supplied or both by the Contractor exceeds the tender quantity by more than 15%, either party to the Contract may make a written request to the other party to negotiate a revised unit price for that portion of the Work performed or Material supplied or both which exceeds 115% of the tender quantity. The negotiation shall be carried out as soon as reasonably possible. Any revision of the unit price shall be based on the actual cost of doing the Work or supplying the Material or both under the tender item plus a reasonable allowance for profit and applicable overhead.
 - 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 Certificate.

GC 8.02 Payment

GC 8.02.01 Price for Work

- .01 Prices for the Work shall be full compensation for all labour, Equipment and Material required in its performance. The term "all labour, Equipment, and Material" shall include Hand Tools, supplies, and other incidentals.
- .02 Payment for work not specifically detailed as part of any one item and without specified details of payment shall be deemed to be included in the items with which it is associated.

GC 8.02.02 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
 - (1) Granular A, B, BI, BII, BIII, M, and O shall be assessed at the rate of 60% of the Contract price.
 - (2) Coarse and fine aggregates for hot mix asphaltic concrete, surface treatment and Portland cement concrete shall be assessed at the rate of 25% of the Contract price for each aggregate stockpiled.
 - ii. Commercial Sources
 - Payment for separated coarse and fine aggregates shall be considered at the above rate when such materials are stockpiled at a commercial source where further processing is to be carried out before incorporating such materials into a final product. Advance payments for other materials located at a commercial source shall not be made.
 - c) Payment for all other materials, unless otherwise specified elsewhere in the Contract Documents, shall be based on the invoice price, and the Contractor shall submit proof of cost to the Contract Administrator before payment can be made by the Owner.
 - d) The payment for all Materials shall be prorated against the appropriate tender item by paying for sufficient units of the item to cover the value of the material. Such payment shall not exceed 80% of the Contract price for the item.
 - e) All Materials for which the Contractor wishes to receive advance payment shall be placed in the designated storage location immediately upon receipt of the material and shall thenceforth be held by the Contractor in trust for the Owner as collateral security for any monies advanced by the Owner and for the due completion of the Work. The Contractor shall not exercise any act of ownership inconsistent with such security, or remove any Material from the storage locations, except for inclusion in the Work, without the consent, in writing, of the Contract Administrator.
 - f) Such materials shall remain at the risk of the Contractor who shall be responsible for any loss, damage, theft, improper use, or destruction of the material however caused.
- .02 Where the Owner makes advance payments subject to the conditions listed in paragraph GC 8.02.02.01, 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 8.02.03 Certification and Payment

GC 8.02.03.01 Progress Payment Certificate

- .01 The value of the Work performed and Material supplied shall be calculated once a month by the Contract Administrator in accordance with the Contract Documents and clause GC 8.01.01, Quantities.
- .02 The progress Payment Certificate shall show,
 - a) the quantities of Work performed;
 - b) the value of Work performed;
 - c) any advanced payment for Material;
 - d) the amount of statutory holdback, liens, Owner's set-off;
 - e) the amount of GST, as applicable; and
 - f) the amount due to the Contractor.
- .03 One copy of the progress Payment Certificate shall be sent to the Contractor.
- .04 Payment shall be made within 30 Days of the Cut-Off Date.

GC 8.02.03.02 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 satisfactorily, and all required inspection and testing of the works covered by the subcontract have been carried out and the results are satisfactory.
- .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 8.02.03.03 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 46 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 Paragraph GC 8.02.03.03.01 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 8.02.03.04 Certification of Substantial Performance

- .01 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.
- .02 Upon verifying that the Contract has been substantially performed, the Contract Administrator shall issue a certificate of Substantial Performance and 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, the Contract Administrator shall provide a copy to the Contractor.
- .03 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 Lien Act*, R.S.O. 1990, c.C.30, as amended, publish a copy of the certificate in a construction trade newspaper. Such publication shall include placement in the Daily Commercial News.
- .04 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.
- .05 Except as otherwise provided for in Section 31 of the *Construction Lien Act*, the 45 Day lien period prior to the release of holdback as referred to in clause GC 8.02.03.05, 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 8.02.03.05 Substantial Performance Payment and Substantial Performance Statutory Holdback Release Payment Certificates

- .01 When the Contract Administrator issues the Certificate of Substantial Performance, the Contract Administrator shall also issue the Substantial Performance Payment Certificate and the Substantial Performance Statutory Holdback Release Payment Certificate or where appropriate, a combined payment certificate.
- .02 The Substantial Performance Payment Certificate shall show,
 - 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;

- d) the amount of maintenance security required; and
 - e) the amount due the Contractor.
- .03 Payment of the amount certified shall be made within 30 Days of the date of issuance of the payment certificate.
- .04 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 46 Days after the date of publication of the Certificate of Substantial Performance but subject to the provisions of the *Construction Lien Act* and the submission by the Contractor of the following documents:
- a) a release by the Contractor in a form satisfactory to the Contract Administrator releasing the Owner from all further claims relating to the Contract, qualified by stated exceptions such as outstanding work or matters arising out of subsection GC 3.13, Claims, Negotiations, Mediation;
 - b) a statutory declaration in a form satisfactory to the Contract Administrator that all liabilities incurred by the Contractor and the Contractor's Subcontractors in carrying out the Contract have been discharged except for statutory holdbacks properly retained;
 - c) a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board; and
 - d) proof of publication of the Certificate of Substantial Performance.

GC 8.02.03.06 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 8.02.03.07 Completion Payment and Completion Statutory Holdback Release Payment Certificates

- .01 When the Contract Administrator issues the Completion Certificate, the Contract Administrator shall also issue the Completion Payment Certificate and the Completion Statutory Holdback Release Payment Certificate or where appropriate, a combined payment certificate.
- .02 The Completion Payment Certificate shall show,
- a) measurement and value of Work at Completion;
 - b) the amount of the further statutory holdback based on the value of further work completed over and above the value of work completed shown in the Substantial Performance Payment Certificate referred to above; and
 - c) the amount due the Contractor.
- .03 The Completion Statutory Holdback Release Payment Certificate shall be a payment certificate releasing to the Contractor the further statutory holdback. Payment of such statutory holdback shall be due 46 Days after the date of Completion of the Work as established by the Completion Certificate but subject to the provisions of the *Construction Lien Act* and the submission by the Contractor of the following documents:

- a) a release by the Contractor in a form satisfactory to the Contract Administrator releasing the Owner from all further claims relating to the Contract, qualified by stated exceptions where appropriate;
- b) a statutory declaration in a form satisfactory to the Contract Administrator that all liabilities incurred by the Contractor and the Contractor's Subcontractors in carrying out the Contract have been discharged, qualified by stated exceptions where appropriate; and
- c) a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board.

GC 8.02.03.08 Interest

.01 Interest due the Contractor is based on simple interest and is calculated using the applicable Rate of Interest.

GC 8.02.03.09 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 Certificates: 30 Days after the Cut-Off Date;
- b) Certificate of Subcontract Completion: 30 Days after the date certified as the date on which the subcontract was completed;
- c) Subcontract Statutory Holdback Release Payment Certificate: 76 Days after the date on which the subcontract was completed;
- d) Substantial Performance Payment Certificate: 30 Days after the date of issuance of the certificate;
- e) Substantial Performance Statutory Holdback Release Payment Certificate: 76 Days after publication of the Payment Certificate of Substantial Performance;
- f) Completion Payment Certificate: 30 Days after the date certified as the date on which the Contract reached Completion; and
- g) Completion Statutory Holdback Release Payment Certificate: 76 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 paragraph GC 8.02.03.09.01, interest shall only begin to accrue when the Contractor has completed those requirements.

GC 8.02.03.10 Interest for Negotiations and Claims

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

GC 8.02.03.11 Owner's Set-Off

- .01 Pursuant to Section 12 of the *Construction Lien 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 under paragraph GC 8.01.02.01 a), any assessment due the Workplace Safety and Insurance Board, and any monies to be paid to the workers in accordance with clause GC 8.02.06, Payment of Workers.
- .02 Under these circumstances the Owner will give the Contractor appropriate notice of such action.

GC 8.02.03.12 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 30 Days from the due dates as defined in paragraph GC 8.02.03.09.01.

GC 8.02.04 Payment on a Time and Material Basis

GC 8.02.04.01 Definitions

- .01 For the purpose of clause GC 8.02.04 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 127, Schedule of Rental Rates for Construction Equipment, Including Model and Specification Reference, that is current at the time the work is carried out or for Equipment that is not so listed, the rate that has been calculated by the Owner, using the same principles as used in determining The 127 Rates.

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

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

GC 8.02.04.02 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 8.02.04.03 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 8.02.04.04 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 \$3,000, then at 120% of any portion of the Cost of Labour in excess of \$3,000.

.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 8.02.04.05 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 \$3,000, then at 115% of any portion of the Cost of Material in excess of \$3,000.

GC 8.02.04.06 Payment for Equipment

GC 8.02.04.06.01 Working Time

.01 The Owner shall pay the Contractor for the Working Time of all Equipment, other than Rented Equipment and Operated Rented Equipment, used on the Work on a Time and Material basis at The 127 Rates with a cost adjustment as follows:

- a) Cost \$10,000 or less - no adjustment;
- b) Cost greater than \$10,000 but not exceeding \$20,000 - payment \$10,000 plus 90% of the portion in excess of \$10,000; and
- c) Cost greater than \$ 20,000 - \$19,000 plus 80% of the portion in excess of \$20,000.

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

.03 The Owner shall pay the Contractor for the Working Time of Operated Rented Equipment used on the Work on a Time and Material Basis at 110% of the Operated Rented Equipment invoice price approved by the Contract Administrator prior to the use of the Equipment on the Work on a Time and Material Basis.

GC 8.02.04.06.02 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 period 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 8.02.04.07 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 8.02.04.08 Payment for Work By Subcontractors

- .01 Where the Contractor arranges for Work on a Time and Material Basis, or a part of it, to be performed by Subcontractors on a Time and Material basis and has received approval prior to the commencement of such work, in accordance with the requirements of subsection GC 3.09, Subcontracting by the Contractor, the Owner shall pay the cost of Work on a Time and Material Basis by the Subcontractor calculated as if the Contractor had done the Work on a Time and Material Basis, plus a markup calculated on the following basis:
 - a) 20% of the first \$3,000; plus
 - b) 15% of the amount from \$3,000 to \$10,000; plus
 - c) 5% of the amount in excess of \$10,000.
- .02 No further markup shall be applied regardless of the extent to which the work is assigned or sublet to others. If work is assigned or sublet to an associate, as defined by the *Securities Act*, no markup whatsoever shall be applied.

GC 8.02.04.09 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 according to the standard form "Summary for Payment of Accounts on a Time and Material Basis." 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 certificate, the costs of the Work on a Time and Material Basis incurred during the preceding month all in accordance with the contract administrative procedures and the Contractor's invoice of the Work on a Time and Material Basis.
- .04 The final "Summary for Payment of Accounts on a Time and Material Basis" shall be submitted by the Contractor within 60 Days after the completion of the Work on a Time and Material Basis.

GC 8.02.04.10 Payment Other Than on a Time and Material Basis

- .01 Clause GC 8.02.04 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 8.02.04.11 Payment Inclusions

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

GC 8.02.05 Final Acceptance Certificate

- .01 After the acceptance of the Work, the Contract Administrator shall issue the Final Acceptance Certificate, or, where applicable, after the Warranty Period has expired. 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.

GC 8.02.06 Payment of Workers

- .01 The Contractor shall, in addition to any fringe benefits, pay the workers employed on the Work in accordance with the labour conditions set out in the Contract and at intervals of not less than twice a month.
- .02 The Contractor shall require each Subcontractor doing any part of the Work to pay the workers employed by the Subcontractor on the Work in accordance with paragraph GC 8.02.06.01.
- .03 Where any person employed by the Contractor or any Subcontractor or other person on the Work is paid less than the amount required to be paid under the Contract, the Owner may set off monies in accordance with clause GC 8.02.03.11, Owner's Set-Off.

GC 8.02.07 Records

- .01 The Contractor shall maintain and keep accurate Records relating to the Work, Changes in the Work, Extra Work, and claims arising therefrom. Such Records shall be of sufficient detail to support the total cost of the Work, Changes in the Work, and Extra Work. 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, 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, Extra Work, and Changes in the 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 bidding, 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.

GC 8.02.09 Liquidated Damages

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

Storm Sewer Main

Road Name	Pipe ID (Pipe_desc)	Upstream MH/CB ID	Upstream MH/CB Rim to Invert	Upstream MH/CB Grade to Invert	Upstream MH/CB Rim to Grade	Downstream MH/CB ID	Downstream MH/CB Rim to Invert	Downstream MH/CB Grade to Invert	Downstream MH/CB Rim to Grade	Structure Grade	Age	Size	Shape	Material	Infiltration - Yes or No	Length	Flow Control	Maintenance			Video File	Report File
																		Action	Urgent	Timeline		

Storm Sewer Lead

Road Name	Pipe ID (Pipe_desc)	Upstream MH/CB ID	Upstream MH/CB Rim to Invert	Upstream MH/CB Grade to Invert	Upstream MH/CB Rim to Grade	Downstream MH/CB ID	Downstream MH/CB Rim to Invert	Downstream MH/CB Grade to Invert	Downstream MH/CB Rim to Grade	Structure Grade	Age	Size	Shape	Material	Infiltration - Yes or No	Length	Flow Control	Maintenance			Video File	Report File
																		Action	Urgent	Timeline		

Storm Sewer Lateral

Road Name	Pipe ID (Pipe_desc)	Upstream MH/CB ID	Upstream MH/CB Rim to Invert	Upstream MH/CB Grade to Invert	Upstream MH/CB Rim to Grade	Downstream MH/CB ID	Downstream MH/CB Rim to Invert	Downstream MH/CB Grade to Invert	Downstream MH/CB Rim to Grade	Structure Grade	Age	Size	Shape	Material	Infiltration - Yes or No	Length	Flow Control	Maintenance			Video File	Report File
																		Action	Urgent	Timeline		

Manhole Network

Road Name	Manhole ID	Pipe X Invert to Grade	Pipe Y Invert to Grade	Pipe Z Invert to Grade	Rim to Grade	Cover Condition	Insert Condition	Ring Condition	Frame Condition	Age	Maintenance			Video File	Report File
											Action	Urgent	Timeline		

Double Catchbasin Network

Road Name	Catchbasin ID	Pipe X Invert to Grade	Pipe Y Invert to Grade	Pipe Z Invert to Grade	Rim to Grade	Depth of Sump	Cover Condition	Insert Condition	Ring Condition	Frame Condition	Age	Insert Present	Maintenance			Video File	Report File
													Action	Urgent	Timeline		

Ditch Inlet Catchbasin Network

Road Name	Catchbasin ID	Pipe X Invert to Grade	Pipe Y Invert to Grade	Pipe Z Invert to Grade	Rim to Grade	Depth of Sump	Cover Condition	Insert Condition	Ring Condition	Frame Condition	Age	Insert Present	Maintenance			Video File	Report File
													Action	Urgent	Timeline		

Outlet/Outfall

Road Name	Catchbasin ID	Pipe X Invert to Grade	Pipe Y Invert to Grade	Pipe Z Invert to Grade	Rim to Grade	Depth of Sump	Cover Condition	Insert Condition	Ring Condition	Frame Condition	Age	Insert Present	Maintenance			Video File	Report File
													Action	Urgent	Timeline		

BIDDER'S SUBMISSION SECTION

RFT 2019-86

Closed Circuit Television (CCTV) Inspections to inventory Town of Caledon Storm Infrastructure System



The Corporation of the Town of Caledon

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Town.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Schedule of Prices - Task 1, 2, 3, 4 & 5

Bidders must provide pricing inclusive of all tasks. Unit prices shall exclude HST.

Line Item	Description	Estimated Annual Quantity	Unit of Measure	Unit Price *	Extended Total
1	Unit price for the provision of Tasks 1, 2, 3, 4 and 5. Unit price shall be inclusive of all tasks.	28	Per Kilometer		
Subtotal:					

Schedule of Prices - Task 6 - Provisional

Bidders must provide pricing for all parts. Unit prices shall exclude HST.

Line Item	Description	Estimated Annual Quantity	Unit of Measure	Unit Price *	Extended Total
1	Unit price for the provision of Task 6.	1	Per Kilometer		

Summary Table

Bid Form	Amount
Schedule of Prices - Task 1, 2, 3, 4 & 5	
Subtotal:	

Specifications

Project Lead

The project lead responsible for review, analysis, and providing recommendations to the Town on the CCTV inspection project, must demonstrate a minimum of five years' experience in reviewing CCTV video inspection data, assessing the condition of sewer pipes, manholes, catch basins, and ditch inlets, and recommending repair, rehabilitation of replacement solutions.

Line Item	Personnel Name *	Personnel Title *	Confirm Personnel will be Project Lead for this Contract *	Personnel Credentials Applicable to this Contract *	Personnel Years of Experience in the field that is similar to the work described in this RFT *
1			Select A Value ▾		

Bid Submission Form

Description	Response *	
Bidder full legal company name		*
Other names under which the Bidder carries on business		*
Bidders Address		*
City, Province/State		*
Postal code		*
Phone Number		*
Fax Number		*
Company website (if any)		*
Bidders Contact Person with Authority to Bind the Organization		*
Title		*
Office Phone Number		*
Cellular Phone Number		*
Fax Number		*
Email		*
Types of goods and services offered by the Bidder		*
Bidder's HST number		*

References should reflect past experience for work completed with similar requirements as required in this Bid document.

All information submitted may be verified. If the verification or clarification reveals that information provided was inaccurate, incomplete or misleading, the Town has the right to disqualify the Bidder's submission.

References

The Bidder must have experience in providing the required services as detailed in this RFT. The Bidder must submit a minimum of three (3) references from companies, for whom the Bidder has satisfactorily supplied, installed, for the same work in the past five (5) years. Each of the references must be of same projects completed and are to be enclosed with your Bid submission. The Town reserves the right to reject any Bid unless the Bidder demonstrates to be skilled and regularly engaged in the same work as outlined in this RFT. The Town reserves the right to reject a Tender submitted by a Bidder who has defaulted on or failed to satisfactorily complete other same work in the past.

Description	Reference No. 1 *	Reference No. 2 *	Reference No. 3 *	
Company Name				*
Reference Full Name				*
Reference Phone Number and extension				*
Reference e-mail address				*
\$ Value of Work Performed by the Bidder				*
Work Begin date				*
Work End Date				*
Description of Work performed by the Bidder				*
Work Challenges				*
Achievements/Deliverables				*
Work Completed on Time				*
Work Completed on Budget				*

Form of Offer

I/We certify that:

1. The party executing this document is authorized to sign the same.
2. To the best of my/our knowledge and belief the information provided in our Bid submission is correct.
3. To the best of my/our knowledge and belief our Bid submission is made without any connection, comparison of figures or arrangement with or knowledge of any other corporation, firm or person submitting a bid for the same work and is in all respects fair and without collusion or fraud.
4. To the best of my/our knowledge and belief no member of Town Council, Committees and no officer or employee of the Town of Caledon is, will be, or has, become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise in, or in the performance of this agreement, or in the supplies, work, or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.
5. To the best of my/our knowledge and belief there is not nor was there any actual or perceived unfair advantage in our Bid submission, or our performing of or observing the contractual obligations of the Bidder as set out in the contract.
6. I/We confirm meeting all requirements of this Bid Document.
7. I/we understand and agree that the award for this Bid may be subject to approval by the Town of Caledon Council.
8. Except as expressly and specifically permitted in the Bid document, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Bid process, and by submitting a Bid each Bidder shall be deemed to have agreed that it has no such claim.
9. By responding to this Bid, I/we agree to accept the recommendations and decisions of the Town as final.
10. I/We, the acknowledged Bidder, having examined the required work as well as all Bid Documents, hereby agrees to supply all necessary material, labour, service, equipment, and all incidentals, and to render all services and pay all applicable taxes, licenses, approvals, and other permits and inspections required by any governmental or other authority. This includes all other charges as specified and/or as necessary for performance and completion of the above referred to Project, all in full accordance with Contract Documents provided to the Bidder by the Town (receipt of which is hereby acknowledged).
11. I/We acknowledge the addenda issued below, and the price bid includes the provisions set out in such addenda.
12. I/We understand and agree that if I/We are the successful Bidder and do not agree to sign a subsequent contract with the Town, I/We will be barred from bidding on any Town contracts for a 3 year period.



I/WE agree to be bound by the terms and conditions contained in the Bid Document and any applicable Addenda, and the person named below has the authority to bind and submit this bid on behalf of the Bidder.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? **Yes** **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		