



**Bid Documents for**

**Township of North Huron**

**North Huron Resurfacing Projects**

**Contract No. PW-11-2026**

**May 2026**

*Prepared by:*

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R.J. Burnside & Associates Limited  
449 Josephine Street  
Wingham Ontario  
N0G 2W0

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## North Huron Resurfacing Projects Township of North Huron

<b>Tender Summary</b>		
<b>Issue</b>	<b>Project Particulars</b>	<b>Document Reference</b>
Contract No.	PW-11-2026	
Owner	Township of North Huron	A.7.5, G Article IV
Contract Administrator	Maisy Jefferson, P.Eng. R.J. Burnside & Associates Limited	A.1.2, A.1.3
Tender Closing Date	<b>June 5, 2026</b>	A.7.5
Tender Closing Time	2:00 p.m. local time	A.7.5
Estimated Tender Value	\$440,000 + HST	
Bid Security	Bid Bond	A.10.1.1
Required Insurance Amount	\$5,000,000.00 (CGL and Auto)	A.11.1, D.1.2, GC 6.03.02.01, GC 6.03.03.01
Parties to be named as Co-insureds	Township of North Huron	A.11.1 and D.1.2
	R.J. Burnside & Associates Limited	
Earliest Project Start Date	June 26, 2026	D.1.1
Required Work Period Completion Date	<b>Public Work Yard: July 15, 2026</b> <b>Street Resurfacing: September 30, 2026</b>	D.1.1,
General Conditions of Contract	OPSS.MUNI.100 (November 2024)	C.2.1
Warranty Holdback	Larger of 2.5% of Contract Price or \$2,500.00	Document G, Article III
Pre-Construction Meeting	Prior to commencement of work	
Warranty Period Required	1 (one) year from Declaration of Substantial Completion	GC 7.16.02

**Township of North Huron**  
**North Huron Resurfacing Projects**  
**Contract No.: PW-11-2026**

**Index to Bid Documents**

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A	Instructions to Bidders
B	Bid
C	General Conditions of Contract
D	General Requirements
E	Drawings and Specifications
F	Special Provisions
G	Articles of Agreement



BURNSIDE

**Document A**

**Instructions to Bidders**

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## **1 THE WORK**

- 1.1 The work (“Work”) is the resurfacing of streets within the Town of Wingham and Village of Blyth as well as paving the Wingham Public Works Yard for the Township of North Huron (“Owner”), as is more particularly described in the Bid Documents (as defined in Section 3.1 of these Instructions to Bidders) and Contract (as defined in Section 3.2 of these Instructions to Bidders).
- 1.2 The firm of R.J. Burnside & Associates Limited is the “Contract Administrator” who will be administering this request for Bids and administering the Contract that may be awarded as a result of this request for Bids.
- 1.3 All inquiries regarding this Work, or this request for Bids, are only to be directed in writing to the Contract Administrator’s representative as follows:

Name:           Maisy Jefferson  
Address:       449 Josephine Street, Wingham ON N0G 2W0  
Telephone:     519-226-476-3314  
Email:           maisy.jefferson@rjburnside.com

## **2 WORK AND BIDDERS**

- 2.1 The scope of Work is more particularly described in the Bid Documents.
- 2.2 The Owner is requesting Bids (as defined in Section 7.2 of these Instructions to Bidders) in connection with the Work from qualified contractors. Each contractor who responds to this request for Bids is defined as a Bidder (collectively, the “Bidders”).

## **3 BID DOCUMENTS AND CONTRACT**

### **3.1 Bid Documents**

- .1 The Bid Documents consist of:
  - (i) Document A – Instructions to Bidders;
  - (ii) Document B – Bid;
  - (iii) the drawings and specifications listed in Document E (collectively, the “Drawings and Specifications”);
  - (iv) the Contract;

- (v) all Addenda (as defined in Section 6.4 of these Instructions to Bidders) that were issued in writing by the Owner or Contract Administrator prior to the Bid Closing Time (as defined in Section 7.5 of these Instructions to Bidders).
- .2 The Owner's Purchasing By-law and procurement policies and procedures (if applicable) are incorporated into the Bid Documents by reference and shall take priority over the other provisions in these Instructions to Bidders with respect to procurement policies and procedures to be followed by the Owner during the Owner's consideration and selection process. Copies of the Owner's Purchasing By-law and procurement policies and procedures (if applicable) are available for review by the Bidders at the offices of the Owner.
- .3 For greater certainty, no pre-qualification documents issued by the Owner or pre-qualification submissions delivered by the Bidders to the Owner shall form a part of the Bid Documents or the Contract, unless otherwise expressly provided for herein and the pre-qualification of an entity does not necessarily mean that the factors which were examined during the pre-qualification of that entity may not be re-examined or re-evaluated by the Owner during the consideration and selection process for this request for Bids. Any invitation to submit a Bid does not necessarily mean that the invited Bidder is pre-qualified for this request for Bids and shall not limit or constrain the Owner from evaluating the invited Bidder during the consideration and selection process for this request for Bids.

3.2 The Contract for this request for Bids ("Contract") consists of:

- .1 Agreement between Owner and Contractor listed in Document G;
- .2 Documents describing clarifications, if any are requested and accepted by the Owner following the Bid Closing Time;
- .3 General Conditions of Contract, (OPSS.MUNI 100, November 2024), as modified by the Supplemental General Conditions;
- .4 Supplemental General Conditions listed in Document C;
- .5 The Drawings and Specifications (Document E) and the General Requirements (Document D);
- .6 Addenda that were issued in writing by the Owner or Contract Administrator prior to the Bid Closing Time;
- .7 Instructions to Bidders (Document A) and Bid (Document B); and
- .8 Special Provisions listed in Document F.

- 3.3 An electronic copy of the Bid Documents for bidding purposes will be available on Bids and Tenders or an electronic copy will be issued from the Contract Administrator via email by request provided the Bidder has provided the Contract Administrator with its full name, address, telephone number, e-mail address, and contact person.
- 3.4 Additional sets of the Bid Documents may be obtained by Bidders, at a cost, and subject to available printing time, by contacting the office which issued the original set of Bid Documents.
- 3.5 The Contract Administrator may issue notices to each Bidder at the applicable address they have provided pursuant to Section 3.3.

#### **4 EXAMINATION OF THE PLACE OF THE WORK**

- 4.1 The Bidder is fully responsible for obtaining all information required for the preparation of their Bid and, prior to submitting a Bid, the Bidder shall have visited and carefully examined the Place of the Work and the surrounding area in a reasonable and prudent manner and satisfied itself as to the scope and character of the Work and all conditions and information affecting the Work and how the Work is to be completed, including, without limitation, the nature and location of the Work, working areas, storage areas, local features including private property and utilities, access to and at the Place of the Work, weather conditions and any other factors which may influence the performance of the Work and/or the pricing of the Work.

#### **5 PRE-BID MEETING**

- 5.1 All Bidders are encouraged to attend a **mandatory** site visit at 1:30 p.m. local time on Thursday, May 28<sup>th</sup>, 2026. Bidders are to meet at the Wingham Public Works Yard (270 Josephine Street, Wingham).

#### **6 DISCREPANCIES, OMISSIONS, AMBIGUITIES, COMMENTS, AND ADDENDA**

- 6.1 The Bidder shall review information furnished to it by or on behalf of the Owner (including, without limitation, the Bid Documents) in a reasonable and prudent manner and satisfy itself that they (including, without limitation, the scope of the Work) are complete and clear.
- 6.2 Bidders finding discrepancies, omissions, errors, departures from good practice and ambiguities, or having other questions or comments in respect of the Bid Documents or any other information furnished to it by or on behalf of the Owner or having any doubt as the meaning of the Bid Documents or any other information furnished to it by or on behalf of the Owner (including, without limitation, any uncertainty as to the proper manner of completing the Bid) shall

- notify the Contract Administrator immediately in writing (but not later than four (4) days before the Bid Closing Time), by email using the contact information of the Contract Administrator set out in Section 1.3 of these Instructions to Bidders.
- 6.3 The Owner reserves the right to distribute copies of any or all notices which it receives from the Bidders and the Owner's responses to such notices to all Bidders.
- 6.4 Prior to the Bid Closing Time, the Owner may change or add to any provision or part of the Bid Documents at any time or times (including, without limitation, appendices, supplemental information and other documents). Any changes or additions to the Bid Documents will be issued in writing by the Contract Administrator as a formal Addendum (collectively, the "Addenda" and individually, the "Addendum") to those Bidders who have provided the Owner with the information required by Section 3.3. In the Addendum, the Owner may, having regard to the circumstances, extend the Bid Closing Time. The Owner and Contract Administrator will not be responsible for oral explanations or instructions; any such oral explanations or instructions do not alter the Bid requirements or Bid Documents and should not be relied upon by the Bidders.
- 6.5 Bidders are responsible for ensuring that they have received all Addenda issued prior to the Bid Closing Time through contacting the bid issuing office **for confirmation, or through other means.**

## **7 SUBMISSION OF BIDS**

- 7.1 In accordance with Section 7.5 of these Instructions to Bidders, Bidders shall deliver one (1) original of the Bid in a large sealed opaque envelope that should be clearly marked as **North Huron Resurfacing Projects, Contract No. PW 11-2026**, and with the name and address of the Bidder.
- 7.2 The bid for the Work (the "Bid") shall be comprised of the following:
- .1 Bid Form;
  - .2 The Security (if applicable and as defined in Section 10.1.1 of these Instructions to Bidders);
  - .3 Agreement to Bond;
  - .4 Appendix "A" – List of Bid Documents;
  - .5 Appendix "B" – Subcontractors;
  - .6 Appendix "C" – Schedule;
  - .7 Appendix "D" – Residency;
  - .8 Appendix "E" – Proposed Alternatives to the Work;
  - .9 Appendix "F" – List of Experience; and
  - .10 Appendix "G" – Schedule of Unit Prices.

the forms of all of which are set out in Document B – Bid. In addition, Appendices “A” to “G”, inclusive, are also described in Section 20 of these Instructions to Bidders.

7.3 Bidder initiated alternatives:

- .1 Beyond the mandatory requirement to submit pricing for the Work as specified, the Bidders have the option of submitting proposed alternatives to the Work (“Proposed Alternatives to the Work”) which:
  - (i) present economical, environmental or technical benefits;
  - (ii) are consistent with the requirements set out in the Bid Documents (including, without limitation, the Drawings and Specifications); and
  - (iii) still produce the desired end result.
- .2 Bidders shall submit Proposed Alternatives to the Work as Appendix “E” – Proposed Alternatives to the Work. Without limiting the generality of the foregoing, the Proposed Alternatives to the Work shall include, without limitation, the following:
  - (i) a complete description with drawings, specifications and other information;
  - (ii) the reason for proposed substitution;
  - (iii) the differences between the specified work and the Proposed Alternatives to the Work and the necessary revisions to other work to accommodate the Proposed Alternatives to the Work;
  - (iv) the amount by which the Bid Price will be increased or decreased; and
  - (v) such other necessary information to permit an accurate analysis of the Proposed Alternatives to the Work.
- .3 The Bidders understand that:
  - (i) the Owner may accept any of the Proposed Alternatives to the Work and corresponding alternative prices in any order or combination, including all or none;
  - (ii) the price adjustments due to the Proposed Alternatives to the Work will not be taken into account during the Bid evaluation process;

- (iii) Proposed Alternatives to the Work and the related price adjustments are open for acceptance by the Owner for the same period of time as the Bid;
  - (iv) the Work and the contract price in the Contract shall reflect the Proposed Alternatives to the Work and related price adjustment, if any, accepted by the Owner at the time of Acceptance (as defined in Section 13.2 of these Instructions to Bidders);
  - (v) acceptance of any Proposed Alternatives to the Work will not affect the date for Substantial Performance of the Work as set out in Document D; and
  - (vi) acceptance of any Proposed Alternatives to the Work will not affect the list of Subcontractors set out in Appendix “B” – Subcontractors unless the Bidder specifically indicates a change to the list in the Proposed Alternatives to the Work and this change is accepted by the Owner.
- 7.4 All Bid submissions must be legible. Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed in these Instructions to Bidders.
- 7.5 Bids must be delivered to the following location:
- 274 Josephine Street**  
**Wingham ON**  
**N0G 2W0**  
Attention: **Kevin Watson**
- before **2:00 p.m.** local time as displayed by the clock at such location on **June 5<sup>th</sup>, 2026** (the date and time shall be the “Bid Closing Time”). The Owner may, in its sole and absolute discretion, extend the Bid Closing Time by issuing an Addendum.
- 7.6 Each Bid will be marked by the Owner with the time and date it was received. A Bid received after the Bid Closing Time will be disqualified and returned unopened.
- 7.7 The Bid is irrevocable by the Bidder submitting same and shall remain in effect and open for acceptance by the Owner for a period of ninety (90) days after the Bid Closing Time. Without limiting the generality of any other provision in the Bid Documents, the Acceptance of the Bid may take place at any time during such period of irrevocability. Except as expressly set out in these Instructions to Bidders, once submitted, a Bid may not be amended but if the Bid was submitted prior to the Bid Closing Time, such Bid may be withdrawn and a new complete Bid submitted prior to the Bid Closing Time. Where more than one (1) Bid is submitted by a Bidder prior to the Bid Closing Time, the last Bid to be

received shall be deemed to have revoked and superseded any prior Bid by the applicable Bidder. Any new Bids must be submitted in accordance with the requirements of these Instructions to Bidders.

- 7.8 All costs and expenses incurred by the Bidders in connection with the Bids (including, without limitation, costs and expenses arising from involvement in any pre-qualification process conducted by the Owner, the preparation and submittal of the Bids, any clarifications requested by the Owner and visits to the Place of the Work) shall be borne by the Bidders and the Owner is not liable to pay for such costs and expenses or to otherwise reimburse or compensate the Bidders in connection with the Bids, provided that in the event the Owner breaches its obligations under this request for Bids, if any, or the Owner breaches its duty of care arising from this request for Bids, if any, the Owner may be responsible for the reasonable costs incurred by the Bidder in preparing its Bid, subject in any event to the limits in Section 17.2.

## **8 BID FORM AND BID PRICE**

- 8.1 Bidders shall submit their Bids using the Bid Form and appendices (“Appendices”) described in Section 7.2 of these Instructions to Bidders. All sections of the Bid Form, including all applicable Appendices which are required by these Instructions to Bidders to be submitted by the Bidders, should be completed. Without limiting the generality of the foregoing, **all** blanks must be filled in and all entries for unit prices, lump sums, extensions and totals should be filled in, as appropriate (unless a 48 hour deferred item breakdown submission, or variation thereof, is allowed per Appendix G of Document B). Bids not completed in full may, in the sole and absolute discretion of the Owner, be disqualified. Apart from the completion of any blanks, a Bidder may not make amendments to the pre-printed wording of the forms comprising the Bid. Any such amendments made, whether on the face of such forms or contained elsewhere in the Bid may, in the sole and absolute discretion of the Owner, result in disqualification of the Bid.
- 8.2 The Bid Price shall include all applicable federal and provincial sales taxes, excise taxes, and other taxes, including the HST (referred to separately in Appendix “G”), customs and duties. The Bid Price shall be set out in the Bid Form.
- 8.3 The receipt of any and all Addenda modifying the Bid Documents must be acknowledged by the Bidder when completing Section 1.1 of the Bid Form.

## **9 BID SIGNING**

- 9.1 The Bids shall be signed in accordance with the requirements of this Article 9. Note that the use of seals, while encouraged when available, is not mandatory.

- .1 Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words “Sole Proprietor” under the signature.
- .2 Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word “Partner” under each signature. Affix seal to each signature.
- .3 Limited Company: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer’s capacity in which the signing officer acts, under each signature. Affix the corporate seal.
- .4 Joint Venture: Each and every party of the joint venture shall sign under their respective seals in a manner appropriate to such party as described above.

## **10 SECURITY AND AGREEMENT TO BOND**

### 10.1 All Bidders shall include with each Bid:

- .1 An executed Bid Bond issued by a surety authorized to transact the business of suretyship in Ontario, in the latest form approved by the CCDC which is valid for a period of ninety (90) days after the Bid Closing Time, or a certified cheque payable to the Owner, or approved alternate form of security (which the Owner has approved at least five (5) days prior to the Bid Closing Time), representing not less than ten percent (10%) of the amount of the Bid Price (the “Security”); and
- .2 An executed Agreement to Bond issued by a surety authorized to transact the business of suretyship in Ontario, in the form attached as Attachment “A”, or similar standard industry form generally in keeping with Attachment “A”, which is valid for a period of ninety (90) days after the Bid Closing Time indicating that the Bidder is able to obtain from such surety a Performance Bond and a Labour and Material Payment Bond each for **100%** of the Total Bid Price as required and in the form specified by the Contract. The cost of such Performance Bond and Labour and Material Payment Bond shall be included in the Bid Price.

10.2 Without prejudice to any other remedy or right which may be available to the Owner, the Security shall be forfeited if the Bidder refuses or fails to sign the Contract within five (5) days of being presented by the Contract Administrator with the Contract for execution.

10.3 Subject to the other provisions of this request for Bids, the Security will be returned (without interest) after the Acceptance (as defined in Section 13.2 of these Instructions to Bidders) has been made and the successful Bidder has signed the Contract after having been presented with it by the Contract Administrator, or previous to such time, at the discretion of the Owner.

## **11 INSURANCE**

- 11.1 In addition to the other obligations elsewhere in the Contract, the successful Bidder shall be required to comply with the insurance requirements set out in Document D.

## **12 OWNERSHIP**

- 12.1 All material and information delivered to the Owner by the Bidders in connection with or in relation to the Bids, including, without limitation, the Bids (collectively, the “Bid Materials”) shall be the sole and absolute property of the Owner.

## **13 BID OPENING**

- 13.1 Bids will be opened by the Owner in private.
- 13.2 The acceptance (“Acceptance”) of the Bid from the successful Bidder shall be made by the Owner only in writing. The Contract Administrator may, on behalf of the Owner, issue a written notice to the successful Bidder notifying them that Acceptance has occurred and their Bid has been accepted by the Owner.
- 13.3 The selected Bidder will be required to execute and return three (3) copies of the Contract within five (5) days of being presented by the Contract Administrator with the Contract for execution, while recognizing that upon Acceptance, the Contract will be formed and binding on the Owner and the Bidder. The Contract between the selected Bidder and the Owner shall be composed of the documents referred to in Section 3.2 of these Instructions to Bidders, as amended from time to time. Upon execution by Contractor and Owner copies will be distributed to all parties.

## **14 CLARIFICATION OF BIDS**

- 14.1 The Owner reserves the right, at any time or times, following the Bid Closing Time, to request that any one or more Bidders clarify its Bid and such Bidders shall submit responses to such request within two (2) days following the date of the receipt of such request, or within such other time as the Owner may require. Without limiting the generality of the foregoing, the Owner may request clarification where any one or more Bidder’s intent is unclear (including, without limitation, where there is an irregularity or omission in the information or documents provided by the Bidder in their Bid). The Owner may, in its sole and absolute discretion, choose to meet with one, some or all of the Bidders to clarify aspects of their Bids. The Owner may require Bidders to submit supplementary documents clarifying any matters contained in their Bids or the Owner may prepare a written interpretation of any aspect of a Bid (including, without limitation, meeting minutes) and seek the respective Bidder’s acknowledgement of that interpretation.

- 14.2 The supplementary documents submitted by the Bidders which have been accepted by the Owner and the written interpretations prepared by the Owner which have been acknowledged by the relevant Bidders shall be considered to form part of the applicable Bids of those Bidders.
- 14.3 After the Bid Closing Time, only the supplementary documents submitted by the Bidders based on specific requests by the Owner for purposes of clarification which have been accepted by the Owner and written interpretations prepared by the Owner which have been acknowledged by the relevant Bidder shall be considered as additions to the Bid of the applicable Bidder, subject to the right of the Owner to correct or recalculate contained in Section 15.2 or the exercise of any other right or remedy available to the Owner.
- 14.4 The Owner is not obliged to seek clarification of any aspect of a Bid or to have discussions or other communication regarding clarifications with any Bidder.

## **15 SELECTION PROCESS AND RESERVED RIGHTS**

- 15.1 The Owner's consideration and selection process will be based on which Bidder has provided a Bid which the Owner determines in its sole and absolute discretion to be the most beneficial to, and in the best interests of, the Owner. While price is an important factor in the consideration and selection process, the Owner may, in its sole and absolute discretion, consider many other factors during this process including, without limitation, the following, which are not listed in any particular order of importance or priority:
- .1 The contents of the Bid Form and Appendices "A" through "G";
  - .2 The Owner's Purchasing By-law and/or procurement policies and procedures, if any; and
  - .3 Any other factor which the Owner determines in its sole and absolute discretion to be in the Owner's best interests.
- 15.2 The following shall apply with respect to this request for Bids and the selection of a successful Bidder for the Contract:
- .1 The Owner reserves the right to, as the interests of the Owner may require, reject or retain for consideration and acceptance any or all Bids or part or parts thereof and waive informalities or irregularities without liability on the part of the Owner or the Contract Administrator;
  - .2 The lowest Bid Price or any Bid will not be necessarily accepted;
  - .3 The Owner may defer or cancel the project or this request for Bids for any reason (including, without limitation, the costs exceed the Owner's budget or approvals or permissions required from external agencies or authorities are not obtained or may not be obtained in accordance with the Owner's scheduling requirements);

- .4 In the event that a Bid contains an arithmetical error or inconsistency, the Owner reserves the right, in its sole and absolute discretion, to correct or recalculate the error, and to accept the Bid with the adjusted price. Without limiting the generality of the foregoing, any unit prices submitted by the Bidder will be deemed to represent the Bidder's intention and any amount calculated by multiplying estimated quantities by unit prices will be corrected accordingly; and
  - .5 Bids that, without limitation, are improperly prepared, not in compliance with all of the requirements of the Bid Documents, incomplete, unsigned, improperly signed, conditional, qualified, illegible, unbalanced, obscure or contain reservations, additions not called for, arithmetical errors, omissions, erasures, alterations, or irregularities of any kind may, in the Owner's sole and absolute discretion, be considered informal or irregular and may be rejected or disqualified or be retained by the Owner for consideration and acceptance.
- 15.3 In addition to any other right or remedy the Owner may have in connection with the Bid Documents, if one or more of the Bid Prices is in excess of the Owner's budget, the Owner may, in its sole and absolute discretion:
- .1 Enter into negotiations or discussions with one or more of the Bidders (even if such Bidder's Bid Price is not in excess of the Owner's budget) in connection with the Bid Documents (including, without limitation, the scope of Work, the amount of the Bid Price, the schedule to complete the Work and the Contract provisions) or clarify any outstanding issues and attempt to finalize the terms of the Contract. The negotiations and discussions may take place contemporaneously or consecutively and the Owner will have no obligation to enter into negotiations or have discussions on similar or other terms or offer any modified terms to any Bidder. If the negotiations or discussions are successful, the Owner and the selected Bidder will enter into the finalized form of Contract; or
  - .2 If at any time the Owner forms the opinion that a mutually acceptable Contract is not likely to be reached within a reasonable time, give the Bidder(s) written notice to terminate the negotiations and discussions, in which event the Owner may then open discussions with another Bidder(s), terminate the Request for Bids or otherwise act pursuant to its rights and remedies in connection with the Bid Documents.

Notwithstanding any negotiations or discussions between the Owner and the Bidders pursuant to this provision, the Bids shall remain irrevocable in accordance with the Bid Documents.

- 15.4 The Owner may exercise any one or more of its rights and remedies in relation to this request for Bids (including, without limitation, the rejection of Bids) without explanation to the Bidders.

## **16 BONDS**

- 16.1 The successful Contractor will be required to provide a Performance Bond and a Labour and Material Payment Bond, each in the amount indicated in Section 10.1.2 of this document, to the Owner with the executed Contract, pursuant to the terms and conditions thereof.

## **17 ACCEPTANCE OF CONDITIONS**

- 17.1 By submitting a Bid to the Owner, Bidders acknowledge that they have read and agree to be bound by the Bid Documents.
- 17.2 The Bidder shall have no claim against, or entitlement to damages against, the Owner, the Contract Administrator or its advisors in connection with this request for Bids or otherwise in connection with this process (including, without limitation, claims or damages arising from (i) rejection of its Bid, (ii) cancellation of the Project, (iii) a breach, fundamental or otherwise, of the obligations under this request for Bids, if any, or (iv) breach of a duty of care arising from this request for Bids, if any) for an amount in excess of the reasonable costs incurred by the Bidder in preparing its Bid, and, in any event, the Bidder, by submitting a Bid, waives any claim for loss of profits if no Contract is entered into with the Bidder for any reason or under any circumstance whatsoever.

## **18 OWNER'S MATERIALS AND DISCLOSURE OF INFORMATION**

- 18.1 All materials, drawings, specifications, information and documents obtained by, given to or made available to, the Bidder in connection with this request for Bids (including, without limitation, the Reference Documents and Bid Documents) (collectively, the "Owner's Materials") are not the property of the Bidders. The Owner's Materials shall not be used for any purpose other than replying to this request for Bids and the fulfillment of any subsequent Contract. The issue of the Owner's Materials does not confer a license or grant for any other purpose.
- 18.2 Upon request of the Owner, all of the Owner's Materials, in any form or media, shall be immediately returned to the Owner. The Owner and the Contract Administrator make no representation or warranty with respect to, and the Owner and the Contract Administrator accept no responsibility for, the accuracy or completeness of the Owner's Materials and the Bidder is responsible for obtaining its own independent legal and technical advice with respect to the Owner's Materials and making its own independent research and inquiries regarding all information contained in the Owner's Materials.

- 18.3 Bidders shall not discuss, disclose or communicate, directly or indirectly, any details pertaining to or in connection with their Bid to anyone not specifically involved in their Bid (including, without limitation, any other Bidder) without the prior written approval of the Owner. Without limiting the generality of the foregoing, each Bid shall be submitted without any connection, knowledge, comparison of figures or arrangement with any other Bidder and each Bidder will be responsible to ensure that its participation in this process is conducted fairly and without collusion or fraud.
- 18.4 Each Bidder and each shareholder, partner or joint venture member of the Bidder will not have any interest whatsoever in the Bid of any other Bidder, either directly or indirectly, nor will it enter into any arrangement, agreement or understanding before the Bid Closing Time that would have such a result nor will it have any other conflict of interest.
- 18.5 Bidders must not disclose any details pertaining to their Bid and the selection process, or the outcome thereof, in whole or in part to anyone not specifically involved in their Bid, without the prior written approval of the Owner. Without limiting the generality of the foregoing, Bidders shall not issue a news release or other public announcement or otherwise disclose any information pertaining to any details of their Bid, or the outcome thereof, or the selection process, in whole or in part, without the prior written approval of the Owner.

## **19 GOVERNING LAW**

- 19.1 The Bid Documents shall be governed by the laws of Ontario and the federal laws of Canada applicable therein.

## **20 APPENDICES TO THE BID FORM**

### **20.1 Appendix “A” to the Bid Form – List of Bid Documents**

- 20.1.1 Appendix “A” to the Bid Form lists the Bid Documents.

### **20.2 Appendix “B” to Bid Form – Subcontractors**

- 20.2.1 The Bidder shall complete Appendix “B” to the Bid Form indicating the subcontractors (“Subcontractors”) it intends to employ to carry out each portion of the Work indicated therein. Subcontractors are subject to approval by the Owner. Once the Contract is signed by the Owner, no substitution of the Subcontractors approved by the Owner will be permitted unless approved by the Owner.

### **20.3 Appendix “C” to the Bid Form – Schedule**

- 20.3.1 The Work shall be carried out in accordance with the schedule contained in Document D for the Bid Price.

20.3.2 The Bidders have the option of providing on Appendix “C” to the Bid Form which is an alternative schedule for the Work and the applicable amount by which the Bid Price will be adjusted. The Owner may, in its sole and absolute discretion, accept such alternative schedule for the Work and, in such event, the Bidder’s obligation to carry out the Work in accordance with the schedule contained in Document D and the Bid Price shall be both amended accordingly.

**20.4 Appendix “D” to the Bid Form – Residency**

20.4.1 The Bidders shall indicate in Appendix “D” to the Bid Form their applicable residency.

**20.5 Appendix “E” to the Bid Form – Proposed Alternatives to the Work (if any)**

20.5.1 The Bidder’s Proposed Alternatives to the Work, if any, shall be attached as Appendix “E” to the Bid Form.

**20.6 Appendix “F” to the Bid Form – List of Experience**

20.6.1 The Bidders shall indicate in Appendix “F” to the Bid Form their list of experience on projects of a similar nature completed within the last five years.

**20.7 Appendix “G” to the Bid Form – Schedule of Unit Prices**

20.7.1 The Bidders shall complete Appendix “G” - Schedule of Unit Prices as per the requirements listed in the Appendix “G” - “General Notes”.

**ATTACHMENT “A” FORM OF AGREEMENT TO BOND (EXAMPLE)**

**AGREEMENT TO BOND**

TO: The Corporation of the Township of North Huron (“OWNER”)

NAME OF BIDDER:

RE: North Huron Resurfacing Projects , Contract No. PW-11-2026

We, the undersigned, hereby agree to become bound as surety for the above-named Bidder, in a Performance Bond and a Labour and Material Payment Bond, each in the amount of **100%** of the Bid Price and in a form conforming to the Bid Documents for the full and due performance of the Work shown and described therein, if the Bid attached hereto is accepted by the Owner.

IN WITNESS WHEREOF we have hereunto set out our corporate seal testified by the hands of our proper officers in that behalf.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Name of Surety	
Surety's Address	

Witness: \_\_\_\_\_ Signed by: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_ Title: \_\_\_\_\_

Signed by: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



BURNSIDE

**Document B**

**Bid**

**BID FORM**

TO: The Corporation of the Township of North Huron  
Township of North Huron Municipal Office  
274, Josephine Street, PO Box 90  
Wingham ON N0G 2W0

Attention: Kevin Watson

DATE: June 5, 2026

SUBMITTED BY: \_\_\_\_\_  
" [Insert Bidder's Legal Name] "

ADDRESS: \_\_\_\_\_  
" [Insert Bidder's Business Address] "

PROJECT NAME: North Huron Resurfacing Projects

CONTRACT NO.: PW-11-2026

1.1 The undersigned (the "Bidder"), hereby declares that it has received and carefully examined all of the Bid Documents as set out in Section 3.1 of the Instructions to Bidders and has visited the Place of the Work and familiarized itself with all of the conditions affecting the Work as described in the Bid Documents with respect to Work and with all of the provisions of the Bid Documents including, without limitation, the form of the Contract. Without limiting the foregoing, the undersigned also acknowledges having received and carefully examined all of the following Addenda and having included all aspects thereof in their bid:

<b>Addendum No.</b>	<b>Date</b>	<b>Included in Bid (✓)</b>

(Notes: If no Addenda are issued then this table shall be left blank. It is not necessary to submit copies of each Addendum with the Bid.)

- 1.2 In accordance with, and subject to, the Contract (including, without limitation, GC 8.01.02), the Bidder hereby offers to perform and complete the Work (including, without limitation, furnishing all products, materials, construction machinery, tools, equipment, plant, labour, and supervision necessary for the proper completion of the Work and the performance bond, labour and material payment bond, permits, insurance and transportation) to attain Substantial Performance of the Work in accordance with the schedule contained in Document D of the Bid Documents, for the price bid (“Bid Price”) of: the total of the amounts calculated by multiplying the actual measured and approved quantities by the applicable unit prices combined with the completed lump sum price components of the Work and formally approved provisional and/or contingency items (if any), all as set out in Appendix “G”, as adjusted pursuant to the Contract.

The Bid Price includes, without limitation, all applicable federal and provincial sales taxes, excise taxes and other taxes, including the HST, customs and duties.

In addition, the Bidder shall confirm that the Bid Price/Estimated Contract Price is set out in Appendix “G”.

- 1.3 The Bidder agrees that time is of the essence and, if this Bid is accepted by the Owner and the Contract Administrator has issued an Order to Commence Work, the Bidder shall immediately commence the Work, including mobilization and submission of initial shop drawings (if applicable).
- 1.4 The Bidder declares that it has visited and carefully examined the Place of the Work and the surrounding area in a reasonable and prudent manner and satisfied itself as to the scope and character of the Work and all conditions and information affecting the Work and how the Work is to be completed, including, without limitation, the nature and location of the Work, working areas, storage areas, local features including private property and utilities, access to and at the Place of the Work, weather conditions and any other factors which may influence the performance of the Work and/or the pricing of the Work.
- 1.5 The Bidder is responsible for each Subcontractor’s solvency, the contents of each Subcontractor’s bid and for each Subcontractor’s obligations as contemplated pursuant to the Bid Documents.
- 1.6 The Bidder represents and warrants that each of the Subcontractors set out in Appendix “B” is reliable and competent to carry out the Work in accordance with the Bid Documents, that the Bidder has consulted with each of the listed Subcontractors and has ascertained to the Bidder’s complete satisfaction that they are fully acquainted with the extent and nature of the work involved, and of the requirements of the construction schedule, and that all such Subcontractors shall execute the Work to conform to the requirements of the Bid Documents and the construction schedule. If awarded the Contract, the

- Bidder shall only employ the Subcontractors set out in Appendix “B”, as approved by the Owner, for the Work.
- 1.7 This Bid shall remain firm and irrevocable and open for acceptance by the Owner at any time for sixty (60) days after the Bid Closing Time, whether or not, any other Bid has been previously accepted by the Owner. This Bid shall expire upon written notice of rejection to the Bidder by the Owner or sixty (60) days after the Bid Closing Time, whichever first occurs.
  - 1.8 We enclose herewith the Security, on the understanding that, without prejudice to any other right or remedy which may be available to the Owner, the Security may be used to compensate the Owner for any damages, costs or expenses that the Owner may incur as a result of the Bidder’s failure to comply with, or breach of, the Bid or Bid process described in these Instructions to Bidders (including, without limitation, in the event that the Bidder attempts to withdraw its Bid prior to the expiry of sixty (60) days from the Bid Closing Time, or in the event that the Owner accepts the Bidder’s Bid and the Bidder refuses or fails to sign the Contract or otherwise honour the Bid).
  - 1.9 It is understood that all prices quoted in this Bid are in Canadian funds.
  - 1.10 If notified in writing by the Owner (or Owner’s agent) of acceptance of this Bid within sixty (60) days of the Bid Closing Time, we will execute the Contract within five (5) days of being presented by the Contract Administrator with the Contract for execution, while recognizing that upon the Acceptance the Contract will be formed and binding on the Owner and the Bidder, and furnish a Performance Bond and a Labour and Material Payment Bond as specified in Section 16 of the Instructions to Bidders.

Without prejudice to any other right or remedy which may be available to the Owner, in the event that we do not execute the Contract within five (5) days of being presented by the Contract Administrator with the Contract for execution, the Owner may, in its discretion, accept any other Bid, request new bids or carry out the Work in any other way the Owner deems best, and the Security may be used to compensate the Owner for any damages, costs or expenses that the Owner may incur as a result of taking such action.

- 1.11 The following documentation comprising the Bid is enclosed:
  - .1 This Bid Form;
  - .2 The Security (as defined in Section 10.1.1 of the Instructions to Bidders);
  - .3 The Agreement to Bond;
  - .4 Appendix “A” – List of Bid Documents;
  - .5 Appendix “B” – Subcontractors;

- .6 Appendix “C” – Schedule;
  - .7 Appendix “D” – Residency;
  - .8 Appendix “E” – Proposed Alternatives to the Work;
  - .9 Appendix “F” – List of Experience; and
  - .10 Appendix “G” – Schedule of Unit Prices.
- 1.12 If this Bid is made by more than one person then each of the persons making this Bid agrees to be bound by it jointly and severally.
- 1.13 All capitalized terms used but not defined herein will have the definitions given to them in Document A – Instructions to Bidders.
- 1.14 The Bidder represents, warrants and covenants to the Owner that:
- .1 All instructions and directions in the Bid Documents for the preparation and submission of this Bid have been complied with;
  - .2 This Bid is made without any connection, knowledge, comparison of figures or arrangement with any other person, corporation or other entity making another Bid for the Work and is, in all respects, fair and without collusion or fraud;
  - .3 No member of the municipal council of the Owner (as applicable) and no officer or employee of the Owner is, or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or otherwise, in the performance of the Contract, or in the supply of materials or services, work or business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived therefrom; and
  - .4 The Bidder agrees to be bound by the Bid Documents.
- 1.15 The Bidder declares and warrants that, in addition to all other Health & Safety requirements, it has considered and incorporated appropriate COVID-19 protocols and procedures into its Workplan, in keeping with current provincial best practices/guidelines for construction sites, and that submitted pricing properly reflects these measures. Upon Award, the successful bidder will be required to submit their COVID-19 plan to the Owner for record purposes.

SIGNED BY THE BIDDER AS OF THE DATE FIRST WRITTEN ABOVE.

---

FULL LEGAL COMPANY NAME

---

ADDRESS OF COMPANY

---

NAME/TITLE OF OFFICER

---

SIGNATURE OF OFFICER  
AND COMPANY SEAL

---

TELEPHONE NUMBER

---

EMAIL ADDRESS

**APPENDIX “A”**

**LIST OF BID DOCUMENTS**

The Bid Documents consist of:

- (a) Document A – Instructions to Bidders;
- (b) Document B – Bid (see Section 1.11 of Bid Form);
- (c) Document D – General Requirements;
- (d) the drawings and specifications listed in Document E (collectively, the “Drawings and Specifications”);
- (e) the Contract; and
- (f) all Addenda that were issued in writing by the Owner, or Contract Administrator, prior to the Bid Closing Time.





**APPENDIX “D”**

**RESIDENCY**

The Bidder **\_\_is or \_\_is not** a resident of Canada within the meaning of the Income Tax Act (Canada). Please check applicable description.

**APPENDIX “E”**

**PROPOSED ALTERNATIVES TO THE WORK (IF ANY)**

[See Section 7.3 of the Instructions to Bidders.]



**APPENDIX “G”**  
**SCHEDULE OF UNIT PRICES**

**General Notes**

- i) Where alternative materials are listed, Bidders shall indicate a Unit Price for each alternative, but shall extend only the lowest Unit Price.
- ii)
- |                        |         |                                    |
|------------------------|---------|------------------------------------|
| cu.m (m <sup>3</sup> ) | denotes | Cubic Metre (compacted or in situ) |
| m                      | denotes | Linear Metre                       |
| LS                     | denotes | Lump Sum                           |
| ea                     | denotes | Each                               |
| sq.m (m <sup>2</sup> ) | denotes | Square Metre                       |
| t                      | denotes | Tonne (2,204.6 lbs.)               |
| ha                     | denotes | Hectare                            |
| hrs                    | denotes | Hours                              |
- iii) All sections of the Schedule of Unit Prices must be completed **in full** and submitted as part of the Bid.

# SCHEDULE OF UNIT PRICES

**R. J. Burnside & Associates Limited**

**Project No.** PW-11-2026

**Page No.** 13

**Contractor:** \*\*\*

**Address:** \*\*\*

**Contract Title:** North Huron Resurfacing Projects

## SCHEDULE A - GENERAL

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT TOTAL
A1	Mobilization and Demobilization	1.00	LS		
A2	Insurance	1.00	LS		
A3	Traffic Control	1.00	LS		
				<b>SUBTOTAL:</b>	

# SCHEDULE OF UNIT PRICES

**R. J. Burnside & Associates Limited**

**Project No.** PW-11-2026

**Page No.** 14

**Contractor:** \*\*\*

**Address:** \*\*\*

**Contract Title:** North Huron Resurfacing Projects

## SCHEDULE B - ROAD RESURFACING

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT TOTAL
B1	Milling & Preparing Right of Way OPSS.MUNI 510				
	<b><u>Wingham Streets</u></b>				
a)	Shuter Street: James St to Junction Pl	1.00	LS		
b)	Shuter Street: Patrick St to Maple St	1.00	LS		
c)	Shuter Street: Alfred St Intersection	1.00	LS		
d)	Edward Street: Victoria St to John St	1.00	LS		
e)	Farley Lane: Victoria St to Kerr Dr	1.00	LS		
	<b><u>Blyth Streets</u></b>				
f)	North Street: Hwy 4 to edge of pavement	1.00	LS		
g)	Drummond Street: Queen St to 247 Drummond	1.00	LS		
h)	Drummond Street: 247 Drummond to East end	1.00	LS		
i)	Coombs Street: Drummond St to Dinsley St	1.00	LS		
j)	Dinsley Street: Gypsy Ln to Queen St	1.00	LS		
B2	45mm HL3 Hot Mix Asphalt OPSS.MUNI 310				
	<b><u>Wingham Streets</u></b>				
a)	Shuter Street: James St to Junction Pl	100.00	t		
b)	Shuter Street: Patrick St to Maple St	150.00	t		
c)	Shuter Street: Alfred St Intersection	40.00	t		
d)	Edward Street: Victoria St to John St	175.00	t		
e)	Farley Lane: Victoria St to Kerr Dr	175.00	t		
	<b><u>Blyth Streets</u></b>				
f)	North Street: Hwy 4 to edge of pavement	160.00	t		
g)	Drummond Street: Queen St to 247 Drummond	150.00	t		
h)	Drummond Street: 247 Drummond to East end	365.00	t		
i)	Coombs Street: Drummond St to Dinsley St	85.00	t		
j)	Dinsley Street: Gypsy Ln to Queen St	160.00	t		
				<b>SUBTOTAL:</b>	

# SCHEDULE OF UNIT PRICES

**R. J. Burnside & Associates Limited**

**Project No.** PW-11-2026

**Page No.** 15

**Contractor:** \*\*\*

**Address:** \*\*\*

**Contract Title:** North Huron Resurfacing Projects

## SCHEDULE C - WINGHAM PUBLIC WORKS YARD

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT TOTAL
C1	Preparing for Paving OPSS.MUNI 310	1.00	LS		
C2	Hot Mix Asphalt for Yard				
a)	40 mm HL3	215.00	t		
b)	50 mm HL8	270.00	t		
				<b>SUBTOTAL:</b>	

# SCHEDULE OF UNIT PRICES

**R. J. Burnside & Associates Limited**

**Project No.** PW-11-2026

**Page No.** 16

**Contractor:** \*\*\*

**Address:** \*\*\*

**Contract Title:** North Huron Resurfacing Projects

## SCHEDULE D - PROVISIONAL

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT TOTAL
D1	Asphalt for Padding & Patching OPSS.MUNI 310	50.00	t		
D2	Patch Preparation OPSS.MUNI 310	100.00	m <sup>2</sup>		
D3	Dinsley St: Gypsy Lane to Dead End				
a)	Milling & Preparation	1.00	LS		
b)	45 mm HL3	86.00	t		
D4	Drummond St: Queen St to Gypsy Ln				
a)	Milling & Preparation	1.00	LS		
b)	45 mm HL3	136.00	t		
D5	Granular A	80.00	t		
D6	Contingency	1.00	LS	\$35,000.00	\$35,000.00
				<b>SUBTOTAL:</b>	

**SCHEDULE OF UNIT PRICES/SUMMARY**

Schedule A – General	\$
Schedule B – Road Works	\$
Schedule C – Public Works Yard	\$
Schedule D – Provisional & Contingency	\$
SUB-TOTAL Bid Price/Estimated Contract Price	\$
HST (@ 13%)	\$
TOTAL Bid Price/Estimated Contract Price	\$

All amounts in this Appendix “G” are in Canadian dollars.

The estimated quantities set out in this Appendix “G” are only approximate and the actual measured and approved quantities may vary from such estimated quantities.

The lump sum amounts and unit prices set out in this Appendix “G” shall apply to the Contract and are inclusive of all costs and expenses required to perform and complete the Work including, without limitation, all applicable federal and provincial sales taxes, excise taxes and other taxes, insurance, permits, customs, duties and transportation, except for the HST (referred to separately in this Appendix “G”).



BURNSIDE

**Document C**

**General Conditions of Contract**

**Index to Document C – General Conditions of Contract**

C.1	OPSS.MUNI 100 (Nov. 2024) GENERAL CONDITIONS OF CONTRACT 1
C.2	SUPPLEMENTAL GENERAL CONDITIONS .....2

### **C.1 OPSS.MUNI 100 (NOV. 2024) GENERAL CONDITIONS OF CONTRACT**

Subject to the requirements found elsewhere in this contract, the Work for this Contract shall be performed in accordance with the latest revision of the Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD). These Standard Specifications and Standard Drawings, where applicable, shall form part of this Contract.

It is the Contractor's responsibility to obtain up-to-date copies of OPS Specifications and Drawings.

**IMPORTANT NOTE:**

The *Construction Act (Ontario)* Amendments (Effective January 1, 2026) automatically apply to this Contract and take precedence over all other provisions in these Bid / Contract Documents to the extent of any inconsistency. A summary of these Act amendments is included in Document "G" – Articles of Agreement – Article I(g)

**NOTE:**

A 2.5% Warranty Holdback will be retained from all Contract Payments and released upon expiration of the Warranty Period and satisfactory rectification of deficiencies.



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**OPSS MUNI GENERAL CONDITIONS OF CONTRACT**

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## **SECTION GC 1.0 - INTERPRETATION**

### **GC 1.01 Captions**

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

### **GC 1.02 Abbreviations**

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

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

### **GC 1.03 Gender and Singular References**

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

### **GC 1.04 Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Day** means a calendar day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Monument** means either a Property Monument or a Control Monument.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Special Provisions** mean directions containing requirements specific to the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Working Day** means any Day,

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

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

#### **GC 1.05                      Ontario Traffic Manual**

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

#### **GC 1.06                      Final Acceptance**

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

**GC 1.07****Interpretation of Certain Words**

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

## **SECTION GC 2.0 - CONTRACT DOCUMENTS**

### **GC 2.01 Reliance on Contract Documents**

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

### **GC 2.02 Order of Precedence**

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

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

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

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

## **SECTION GC 3.0 - ADMINISTRATION OF THE CONTRACT**

### **GC 3.01 Contract Administrator's Authority**

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

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

### **GC 3.02 Working Drawings**

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

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

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

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

**GC 3.04 Emergency Situations**

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

**GC 3.05 Layout Information**

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

**GC 3.06 Extension of Contract Time**

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

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

**GC 3.07                      Delays**

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

**GC 3.08                      Assignment of Contract**

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

**GC 3.09                      Subcontracting by the Contractor**

.01 Subject to clause GC 3.09.03, Subcontracting by the Contractor, the Contractor may subcontract any part of the Work, according to the Contract Documents and any limitations specified therein.

.02 The Contractor shall notify the Contract Administrator in writing in 10 Days prior to the start of construction of the intention to subcontract. Such notification shall identify the part of the Work, and the Subcontractor with whom it is intended.

.03 The Contract Administrator shall, within 5 Days of receipt of such notification, accept or reject the intended Subcontractor. The rejection shall be in writing and shall include the reasons for the rejection.

.04 The Contractor shall not, without the written consent of the Owner, change a Subcontractor who has been engaged according to with this subsection.

.05 The Contractor shall preserve and protect the rights of the Owner under the Contract Documents with respect to that part of the Work to be performed under subcontract and shall:

- a) Enter into agreements with the intended Subcontractors to require them to perform their Work according to the Contract Documents; and
- b) Be as fully responsible to the Owner for acts and omissions of the Contractor's Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

.06 The Owner's consent to subcontracting by the Contractor shall not be construed to relieve the Contractor from any obligation under the Contract and shall not impose any liability upon the Owner. Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor and the Owner.

**GC 3.10                      Changes**

**GC 3.10.01                  Changes in the Work**

.01 The Owner, or the Contract Administrator where so authorized, may, by order in writing, make a Change in the Work without invalidating the Contract. The Contractor shall not be required to proceed with a Change in the Work until in receipt of a Change Order or Change Directive. Upon the receipt of such Change Order or Change Directive the Contractor shall proceed with the Change in the Work.

.02 The Contractor may apply for an extension of Contract Time according to the terms of clause GC 3.06, Extension of Contract Time.

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

**GC 3.10.02                    Extra Work**

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

**GC 3.10.03                    Additional Work**

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

**GC 3.11                        Notices**

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

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

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

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

**GC 3.13 Claims, Negotiations, Mediation**

**GC 3.13.01 Continuance of the Work**

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

**GC 3.13.02 Record Keeping**

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

**GC 3.13.03 Claims Procedure**

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

**GC 3.13.04                      Negotiations**

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

**GC 3.13.05                      Mediation**

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

**GC 3.13.06                      Payment**

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

**GC 3.13.07                      Rights of Both Parties**

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

**GC 3.14                      Arbitration**

**GC 3.14.01                      Conditions of Arbitration**

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

**GC 3.14.02                      Arbitration Procedure**

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

**GC 3.14.03                      Appointment of Arbitrator**

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

**GC 3.14.04                      Costs**

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

**GC 3.14.05                      The Decision**

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

**GC 3.15                              Archaeological Finds**

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

## **SECTION GC 4.0 - OWNER'S RESPONSIBILITIES AND RIGHTS**

### **GC 4.01 Working Area**

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

### **GC 4.02 Approvals and Permits**

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

### **GC 4.03 Management and Disposition of Materials**

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

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

**GC 4.04 Construction Affecting Railway Property**

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

**GC 4.05 Default by the Contractor**

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

**GC 4.06 Contractor's Right to Correct a Default**

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

**GC 4.07                      Owner's Right to Correct Default**

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

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

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

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

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

**GC 4.09                      Final Payment to Contractor**

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

**GC 4.10                      Termination of the Contract**

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

.02 If the Owner elects to terminate the Contract, the Owner shall provide the Contractor and the trustee or receiver with a complete accounting to the date of termination.

**GC 4.11 Continuation of Contractor's Obligations**

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

**GC 4.12 Use of Performance Bond**

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

**GC 4.13 Payment Adjustment**

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

## **SECTION GC 5.0 - MATERIAL**

### **GC 5.01 Supply of Material**

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

### **GC 5.02 Quality of Material**

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

### **GC 5.03 Rejected Material**

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

### **GC 5.04 Substitutions**

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

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

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

**GC 5.05                      Owner Supplied Material**

**GC 5.05.01                  Ordering of Excess Material**

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

**GC 5.05.02                  Care of Material**

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

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

## **SECTION GC 6.0 - INSURANCE, PROTECTION AND DAMAGE**

### **GC 6.01 Protection of Work, Persons and Property**

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

### **GC 6.02 Indemnification**

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

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

**GC 6.03 Contractor's Insurance**

**GC 6.03.01 General**

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

**GC 6.03.02 Commercial General Liability Insurance**

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

**GC 6.03.03                    Automobile Liability Insurance**

.01    Automobile liability insurance in respect of licensed vehicles shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, in the following forms endorsed to provide the Owner with not less than 30 Days written notice in advance of any cancellation, termination, or material change:

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

**GC 6.03.04                    Aircraft and Watercraft Liability Insurance**

**GC 6.03.04.01                Aircraft Liability Insurance**

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

**GC 6.03.04.02                Watercraft Liability Insurance**

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

**GC 6.03.05                    Property and Boiler Insurance**

**GC 6.03.05.01                Property Insurance**

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

**GC 6.03.05.02                Boiler Insurance**

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

**GC 6.03.05.03                Use and Occupancy of the Work Prior to Completion**

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

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

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

#### **GC 6.03.05.04 Payment for Loss or Damage**

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

#### **GC 6.03.06 Contractor's Equipment Insurance**

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

#### **GC 6.03.07 Insurance Requirements and Duration**

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

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

**GC 6.04 Bonding**

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

**GC 6.05 Workplace Safety and Insurance Board**

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

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

### **GC 7.01 General**

#### **GC 7.01.01 Site Visit**

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

#### **GC 7.01.02 Commencement of Work**

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

#### **GC 7.01.03 Control and Responsibility**

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

#### **GC 7.01.04 Compliance with the Occupational Health and Safety Act**

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

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

**GC 7.01.05 Contractor's Representatives**

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

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

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

**GC 7.01.06 Assistance to the Contract Administrator**

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

**GC 7.01.07 Schedule**

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

**GC 7.01.08 Errors and Inconsistencies Relating to the Contract**

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

**GC 7.01.09 Utilities**

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

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

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

## **GC 7.02                      Monuments and Layout**

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

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

**GC 7.03 Working Area**

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

**GC 7.04 Damage by Vehicles or Other Equipment**

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

**GC 7.05 Excess Loading of Motor Vehicles**

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

**GC 7.06 Maintaining Roads and Detours**

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

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

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

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

c) Access for emergency response services;

to properties adjoining the Working Area.

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

#### **GC 7.08 Approvals and Permits**

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

#### **GC 7.09 Suspension of Work**

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

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

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

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

**GC 7.11 Notices by the Contractor**

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

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

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

**GC 7.13                      Obstructions**

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

**GC 7.14                      Limitations of Operations**

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

**GC 7.15                      Cleaning Up Before Acceptance**

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

**GC 7.16                      Warranty**

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

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

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

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

**GC 7.17 Contractor's Workers**

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

**GC 7.18 Drainage**

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

## **SECTION GC 8.0 - MEASUREMENT AND PAYMENT**

### **GC 8.01 Measurement**

#### **GC 8.01.01 Quantities**

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

#### **GC 8.01.02 Variations in Tender Quantities**

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

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

### **GC 8.02 Payment**

#### **GC 8.02.01 Non-Resident Contractor**

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

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

**GC 8.02.02 Price for Work**

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

**GC 8.02.03 Advance Payments for Material**

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

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

**GC 8.02.04 Certification and Payment**

**GC 8.02.04.01 Progress Payment**

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

**GC 8.02.04.02 Certification of Subcontract Completion**

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

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

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

**GC 8.02.04.04 Substantial Performance of Work**

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

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

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

**GC 8.02.04.06                    Certification of Completion**

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

**GC 8.02.04.07                    Completion Payment and Completion Statutory Holdback Release Payment Certificates**

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

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

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

**GC 8.02.04.08 Interest**

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

**GC 8.02.04.09 Interest for Late Payment**

.01 Provided the Contractor has complied with the requirements of the Contract, including all documentation requirements, when payment by the Owner to the Contractor for Work performed, or for release of Statutory Holdback, is delayed by the Owner, then the Contractor shall be entitled to receive interest on the outstanding payment at the Rate of Interest, if payment is not received on the dates set out below:

- a) Progress Payment: 28 Days after submission of Proper Invoice;
- b) Subcontract Statutory Holdback Release Payment: 89 Days after the date on which the subcontract was completed;
- c) Substantial Performance Payment: 28 Days after the date of issuance of the certificate;
- d) Substantial Performance Statutory Holdback Release Payment: 89 Days after publication of the Payment Certificate of Substantial Performance;
- e) Completion Payment: 28 Days after the date certified as the date on which the Contract reached Completion; and
- f) Completion Statutory Holdback Release Payment: 89 Days after the date certified as the date that the Work was completed.

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

**GC 8.02.04.10 Interest for Negotiations and Claims**

.01 Except as hereinafter provided, where a notice of negotiation, notice of intent to claim and the subsequent claims are submitted according to the time limits or procedure or both described by subsection GC 3.13, Claims, Negotiations, Mediation, the Owner shall pay the Contractor the Rate of Interest on the amount of the negotiated price for that part of the Work or on the amount of the settled claim. Such interest shall not commence until 30 Days after the satisfactory completion of that part of the Work.

.02 Where the Contractor fails to give notice of a claim within the time limit prescribed by subsection GC 3.13, Claims, Negotiations, Mediation, interest shall not be paid.

.03 Where a Contractor fails to comply with the 30 Day time limit and the procedures prescribed in clause GC 3.13.03.03 for submission of claims, interest shall not be paid for the delay period.

**GC 8.02.04.11            Owner's Set-Off**

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

**GC 8.02.04.12            Delay in Payment**

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

**GC 8.02.05                Payment on a Time and Material Basis**

**GC 8.02.05.01            Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

**GC 8.02.05.02 Daily Work Records**

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

**GC 8.02.05.03 Payment for Work**

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

**GC 8.02.05.04 Payment for Labour**

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

**GC 8.02.05.05 Payment for Material**

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

**GC 8.02.05.06            Payment for Equipment**

**GC 8.02.05.06.01        Working Time**

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

**GC 8.02.05.06.02        Standby Time**

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

**GC 8.02.05.07            Payment for Hand Tools**

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

**GC 8.02.05.08            Payment for Work by Subcontractors**

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

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

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

**GC 8.02.05.09 Submission of Invoices**

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

**GC 8.02.05.10 Payment Other Than on a Time and Material Basis**

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

**GC 8.02.05.11 Payment Inclusions**

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

**GC 8.02.06 Final Acceptance Certificate**

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

**GC 8.02.07 Records**

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

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

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

**GC 8.02.08                      Taxes**

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

**GC 8.02.09                      Liquidated Damages**

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

## **C.2 SUPPLEMENTAL GENERAL CONDITIONS**

### **C.2.1 General Conditions**

The words General Conditions in this Contract shall mean OPSS MUNI General Conditions of Contract November 2024 (OPSS.MUNI 100 November 2024). All requirements of these General Conditions shall apply except as amended herein.

If there is any conflict between the General Conditions of Contract and the Supplemental General Conditions, the Supplemental General Conditions shall take precedence.

### **C.2.2 Designation of Parties**

Where the words "Department", "Minister", "Ministry", "Legislature", "Town", "Corporation" or any other words of similar intent are used in the General Conditions, they shall be understood as meaning "Owner".

Where the words "Engineer", "Authority" or "Contract Administrator" are used in this Contract they shall be understood as meaning R.J. Burnside & Associates Limited, or any other delegate designated by the Owner.

### **C.2.3 Amendments to General Conditions**

C.2.3.1 Modify "Major Item" definition in GC 1.04 as follows:

Subsection a), replace "\$100,000" with "\$200,000".

Subsection b), replace "5%" with "10%".

C.2.3.2 Add "Substantial Performance" definition to GC 1.04 as follows:

1. The Work/Contract is substantially performed,
  - a) when the improvement to be made under the Contract or a substantial part thereof is ready for use or is being used for the purposes intended; and
  - b) when the improvement to be made under the Contract is capable of completion or, where there is a known defect, correction, at a cost of not more than,
    - i. 3 percent of the first \$1,000,000 of the Contract price;
    - ii. 2 percent of the next \$1,000,000 of the Contract price;
    - iii. 1 percent of the balance of the Contract price.

2. For the purposes of this Contract, where the improvement or a substantial part thereof is ready for use or is being used for the purposes intended and the Owner and the Contractor agree not to complete the improvement expeditiously, the price of the services or materials remaining to be supplied and required to complete the improvement shall be deducted from the Contract price in determining Substantial Performance.

C.2.3.3 Add “Completion” definition to GC 1.04 as follows:

The Work/Contract shall be deemed to be completed, and services or Materials shall be deemed to be last supplied to the improvement when the price of completion, correction of a known defect or last supply is not more than the lesser of,

- a) 1 percent of the Contract price; and
- b) \$5,000.

C.2.3.4 Amend GC 2.01.02 (a) as follows:

Add “Geotechnical or” immediately prior to “Subsurface Report”.

C.2.3.5 Replace GC 2.02.01 with:

- .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 from highest to lowest:
  - a) Articles of Agreement
  - b) Addenda
  - c) Contract Drawings (except included standard drawings such as OPSDs)
  - d) Bid
  - e) General Requirements
  - f) Special Provisions
  - g) Standard Specifications
  - h) Supplemental General Conditions
  - i) OPSS.MUNI 100 General Conditions of Contract (Nov. 2024)
  - j) Standard Drawings (e.g., OPSDs)
  - k) Working Drawings.

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

C.2.3.6 Amend GC 3.01.11 as follows:

The existing paragraph becomes .11 a) and the following is added:

.11 b) The Contractor shall, at any time so required by the Contract

Administrator, during construction or during the warranty period, make such openings to such extent through any part of the Work as the Contract Administrator may direct for inspection or testing purposes. Upon the completion of the inspections the Contractor shall forthwith make the work good again to the satisfaction of the Contract Administrator. Should the work so opened be found, in the opinion of the Contract Administrator, to be not in compliance with the Contract in any respect, the whole of the expense, including the cost of inspection, shall be borne by the Contractor; but if the work so opened up is found to be in compliance with the Contract, the said expense shall be borne by the Owner (unless the Contract Administrator was not properly notified prior to concealment of the work, in which case the cost will be borne solely by the Contractor).

- .11 c) Should the Contractor refuse to make such openings and reinstatements as ordered by the Contract Administrator, then the Contract Administrator may proceed with the work in any manner deemed appropriate in the Contract Administrator's opinion. The cost of such work shall be paid by the Contractor or deducted by the Owner from any monies due to the Contractor.

C.2.3.7 Replace GC 3.02.06 with:

- .06 Where applicable, work related to the Working Drawings shall not proceed until the Working Drawings have been initialled or signed, and dated, by the Contract Administrator and marked as "Reviewed" or "Reviewed as Noted".

C.2.3.8 Add the following to GC 3.07 Delays:

- .05 Extension(s) to Contract Time shall only be considered if, in the sole opinion of the Contract Administrator, the delay impacts the construction schedule's critical path.

C.2.3.9 Add the following to GC 3.0 Administration of the Contract:

GC 3.16 Site Meetings

- .01 The Contractor's site superintendent shall attend regular construction progress meetings and special site meetings as required by the Contract Administrator. Minutes of these meetings, prepared and issued by the Contract Administrator, shall be deemed to be accurate records of these meetings in the absence of timely notice to the contrary.

C.2.3.10 Add the following to GC 4.01 Working Area:

- .02 The Owner maintains a right of access to the Working Area for the purpose of performing the Owner's own work.

C.2.3.11 Amend GC 5.02.02 to include the following after "Contract":

Where the Contract Administrator requires documentary evidence substantiating that materials supplied by the Contractor comply with the terms of the Contract, such evidence must be provided by the Contractor in the form of a certified copy of a laboratory report from a recognized testing company or equivalent documentation acceptable to the Contract Administrator. The Contractor shall pay for the entire cost of such testing including sampling and shipping of samples, at no additional cost to the Owner.

C.2.3.12 Add the following to GC 7.01.07.01 Schedule:

The Contractor's schedule is subject to review and acceptance by the Owner and the Contract Administrator. The Contractor shall complete the Work in accordance with the accepted schedule and ultimately by the scheduled date for substantial performance as required by the Contract.

C.2.3.13 Add the following to GC 7.01.08.01:

Furthermore, the Contractor is required to carry out a review of the Contract Documents for errors and inconsistencies, applying a standard of care expected of an experienced and prudent contractor, and report the findings of said review to the Contract Administrator.

C.2.3.14 Add the following to GC 7.06.01:

In order to mitigate traffic hazards, materials and/or equipment shall not be stored within 3 m of the travelled portion of any roadway unless proper protection measures are in place. Excavations within 3 m of the travelled roadway shall be either backfilled or protected by proper measures after hours and on non-working days.

C.2.3.15 Add the following to GC 7.06 Maintaining Roads and Detours:

.12 Prior to moving off site before each weekend, Statutory Holiday, or any non-working day(s), the Contractor shall ensure that all required traffic and pedestrian control measures are in place. Roadways/sidewalks accessible to the public shall be graded to a smooth surface with dust control (water/calcium chloride) applied where/when necessary. The Contractor shall appoint a designated representative to regularly check the above measures during the Contractor's absence from the site and to remedy any issues which may arise in a timely manner. No additional payment will be made for this work.

- C.2.3.16 Amend GC 7.10.04 as follows:  
Change “7 Days” to “15 Days”.
- C.2.3.17 Replace GC 7.14.01 Limitation of Operations with the following:
- .01 The Contractor shall not carry out operations under the Contract on Saturdays, Sundays, Statutory Holidays, or at night without permission, in writing, from the Contract Administrator, with the exception of urgent Work required to maintain the Working Area in a safe and satisfactory condition. In all cases and at all times, the Contractor is required to monitor and maintain the Working Area in a safe and satisfactory manner and to respond to issues in a timely manner, whether or not direction from the Contract Administrator is given in this regard.
- C.2.3.18 Add the following to GC 7.16 Warranty:
- .04 If the Contract Administrator notifies the Contractor in writing of defects or deficiencies prior to expiration of the Warranty Period, the Contractor shall remedy such defects or deficiencies, notwithstanding that the rectification work may commence after or extend beyond the end of the Warranty Period.
- C.2.3.19 Add the following to GC 7.0 Contractor’s Responsibilities and Control of the Work:
- GC 7.19 Standard of Care
- .01 In performing this Contract the Contractor shall exercise a standard of care, skill, judgement and diligence that would normally be exercised by an experienced, skilled and prudent contractor supplying similar services for similar projects. The Contractor acknowledges and agrees that, throughout this Contract, the Contractor’s obligations, duties and responsibilities shall be interpreted in accordance with this standard. The Contractor shall exercise the same standard of care, skill, judgement and diligence in respect of any products, subcontractors, suppliers, personnel or procedures which it may recommend to the Owner or employ on the Project.
- .02 The Contractor represents, covenants and warrants to the Owner that:
- a) The personnel it assigns to the Project are appropriately experienced;
- b) It has sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the Owner’s approval, in the event of death, incapacity, removal or resignation; and

- c) There are no pending, threatened or anticipated claims that would have a material effect on the financial ability of the Contractor to perform the Work under the Contract.

.03 The Contractor shall perform the Work so as to avoid disturbing the occupants of the place of the Work and any adjacent structures or the public in general and shall respect and comply with local regulations and requirements regarding permitted work hours, noise levels and work conditions. The Contractor, without in any way limiting its responsibilities under this Contract, shall take all reasonable steps to avoid interference with fire exits, site access and egress, continuity of electric power and all other utilities, to suppress dust and noise, to avoid conditions likely to propagate mould or fungus of any kind and shall take all other steps reasonably necessary to promote and maintain the safety and comfort of the occupants of the place of the Work and any adjacent structures and the public in general, and/or to maintain access to and the operation of the same. Without the Owner's prior approval, the Contractor shall not permit any worker or subcontractors to use any existing facilities including, without limitation, elevators, washrooms, entrances and parking areas other than those designed by the Owner.

C.2.3.20 Replace GC 8.02.04.01.02, Proper Invoice inclusions/requirements, with:

0.2 A Proper Invoice shall include:

- a) The Contractor's name and address.
- b) The date of the Proper Invoice and the period during which the services or materials were supplied.
- c) Information identifying the authority, whether in the Contract or otherwise, under which the services or materials were supplied.
- d) A description, including quantity where appropriate, of the services or materials that were supplied.
- e) The amount payable for the services or materials that were supplied and the payment terms.
- f) The name, title, telephone number and mailing address of the person to whom payment is to be sent.
- g) A current Clearance Certificate from the Workplace Safety and Insurance Board (WSIB).
- h) A Statutory Declaration and proof that any disputes with subcontractors/suppliers have been resolved or are in adjudication.
- i) A "Unit Payment Schedule", the format for which may be provided by the Contract Administrator, which will include:

- The Item List, Item No., and Contract Quantity for each item precisely as it appears in the “Schedule of Unit Prices”;
- The Unit of Payment and the Unit Price;
- The Contract Total for each item as it appears in the “Schedule of Unit Prices”;
- A summary of “Payable Quantities” in the following format:
  - i. Previous Quantity Paid;
  - ii. Payable Quantity Requested this Invoice;
  - iii. Total Quantity Payable to Date.
- Total Payment to Date for each Item;
  
- Unit Payment Schedule Summary Page showing:
  - i. Total Work to Date;
  - ii. Total Holdbacks to Date;
  - iii. Total Payable to Date;
  - iv. Previous Payments;
  - v. Subtotal of Requested Payment (per Invoice);
  - vi. HST for Requested Payment (per Invoice);
  - vii. Total Requested Payment including HST (per Invoice).
- Proof of payable material quantities (e.g., weigh scale/truck tickets).
- All payable Change Orders/Extra Work/Additional Work ratified by the Owner including supporting documentation such as detailed breakdown of labour, equipment, materials and entitlements;
- Any advanced payment for material on-site, including invoices/proof of payment;
- The amount of liens, Owner’s set-off and deductions for deficient work, Statutory Holdback (10%) and **Warranty Holdback (2.5%)**.

Proper Invoice submissions not meeting the above minimum requirements shall be deemed improper and shall therefore not trigger the requirement for payment within 28 days until such time as all Proper Invoice submission requirements have been met; only then will the invoice submission package be deemed a Proper Invoice requiring payment to be made within 28 days, unless a notice of non-payment is subsequently issued in accordance with the *Construction Act*.

C.2.3.21 Add the following to GC 8.02.04.05.01 b):

...and the value of any deficiencies, all as estimated solely by the Contract Administrator. The Owner is entitled to retain a special holdback, representing approximately 200% of the estimated value of deficiencies and outstanding or incomplete work (which is not outstanding or incomplete for reasons beyond control of the Contractor). This 200% holdback can be tracked either as a single aggregate special holdback, or through unpaid or partially paid line items in the Schedule of Unit Prices, or some combination of the two as determined by the Contract Administrator. Furthermore, the full 200% aggregate special holdback will be released in two stages, as follows:

1. First release upon completion of at least half of the outstanding/incomplete Work and deficiencies.
2. Second and Final Release upon completion of all outstanding/incomplete Work and deficiencies.

The Contract Administrator may choose to exercise discretion with respect to any potential variance from the process and stages outlined above.

C.2.3.22 Add the following to GC 8.02.04.05.03:

- c) 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;
- d) 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.2.3.23 Add the following to GC 8.02.05.08 Payment for Work by Subcontractors:

- .03 Where the Contractor arranges for additional work to be performed by a Subcontractor based upon a pre-approved lump sum price, the Owner will pay the Contractor the Subcontractor's lump sum price plus a mark-up calculated on the following basis:
  - a) ten percent (10%) of the first \$5,000; plus
  - b) five percent (5%) of the amount in excess of \$5,000.

C.2.3.24 Replace GC 8.02.09.01 Liquidated Damages with the following:

- .01 It is agreed by the parties to the Contract that if all the Work called

for under the Contract is not substantially performed within the number of working days or calendar date set forth elsewhere in the Contract, as extended in accordance with GC 3.07 or elsewhere in the Contract, the Owner will sustain a loss or damage. The parties hereto agree that the Contractor will pay to the Owner the sum of **Two Thousand Five Hundred Dollars (\$2,500.00)** + HST as liquidated damages for each and every calendar day's delay in finishing the work in excess of the number of working days or calendar date prescribed. Liquidated damages are not to be construed as a penalty but as a reasonable genuine pre-estimate of the damages expected to be incurred by the Owner as a result of late completion.

C.2.3.25 Add the following to GC 8.02 Payment:

GC 8.02.10 Deemed Acceptance

.01 No payment by the Owner under the Contract or use or review of the Work by the Owner shall be deemed acceptance of work which is not in accordance with the Contract.

C.2.3.26 Add the following to GC 8.02 Payment:

GC 8.02.11 Liens

.01 If any liens arising from the performance of the Work are registered against the Working Area or Project, the Contractor shall vacate or discharge such liens within thirty (30) days.



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**Document D**

**General Requirements**

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## **D.1 GENERAL REQUIREMENTS**

### **D.1.1 Contract Time**

The Work under this Contract shall be substantially performed by **September 30th, 2026**. The Public Works yard is required to be completed by **July 15<sup>th</sup>, 2026** to accommodate construction of the covered sand / salt storage building (by others). These completion dates are contingent upon Acceptance occurring within three (3) weeks of the Bid Closing Time. The completion dates will be adjusted accordingly should Acceptance occur beyond the three (3) week period following the Bid Closing Time. Weather conditions will not constitute a basis for extension of the completion date unless, in the sole opinion of the Contract Administrator, conditions have varied substantially from what is reasonably considered normal for the season(s) (i.e., in the event of abnormal inclement weather).

The Contractor shall give 1 weeks' notice prior to starting work at the Wingham Public Works yard so that North Huron Public Works staff can prepare.

### **D.1.2 Insurance Requirements**

The successful Bidder is required to provide certificates/proof of insurance for all mandatory coverage required by the General Conditions of Contract.

In addition, in accordance with GC 6.03.01 General, the Contractor shall provide all risks property insurance as per GC 6.03.05.01.

The insurance policies shall name the following parties as additionally insured:

- The Corporation of the Township of North Huron
- R.J. Burnside & Associates Limited
- other affected municipalities/organizations

and shall insure the Contractor and the above named in the same manner and to the same extent as if a separate policy had been issued to each.

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

Contractors are hereby specifically notified that any loss or damage to the Work caused by the action of the elements including rain storms, wind storms, floods, etc., shall be sustained and borne by the Contractor at their own expense. Any material and additional work required to make good any loss or damage to work previously completed shall be borne at the cost of the Contractor and no claims for extra payment will be considered.

### **D.1.3 OPSS & OPSD**

Relevant Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD) in effect at the Official Closing Time which are related to, or integral to the Work, apply to this Contract unless otherwise noted. OPSS "Municipal Oriented Specifications" will apply unless this project has been specifically designated as an MTO type "Provincial Oriented" project.

### **D.1.4 Schedule of Work**

Upon being awarded the Contract, the Contractor shall forthwith supply to the Contract Administrator for approval a copy of a detailed planned Schedule of Work, showing clearly that the Work will be completed within the stipulated time. The Township will post the proposed schedule to the public through their media channels. The Contractor shall submit notice to the Township and Contract Administrator a minimum of 48 hours prior to resurfacing the affected areas if there is a change in schedule.

Working hours for this project shall be (Monday to Friday) 7:00 a.m. to 7:00 p.m. or as per municipal standards.

The Contractor shall give one (1) weeks' notice prior to starting work at the Wingham Public Works yard so that the public works staff can prepare.

### **D.1.5 Contract Administrator's Field Office**

A separate field office for the Contract Administrator **will not** be required for this Contract. Access to the Contractor's Site Office will be required for any construction meetings to be held.

### **D.1.6 Winter Work**

No additional payment will be considered for the protection of the Work as required by the relevant OPSS for cold weather or winter conditions. The Contractor is encouraged to schedule their work to avoid placing concrete, asphalt or other temperature sensitive materials in cold weather and to avoid

freezing of granular material during the operations employing these materials. Where the Contractor's schedule shows work involving temperature sensitive materials during a time frame where cold weather conditions may potentially or can be reasonably expected to occur, the price in the Schedule of Unit Prices shall be deemed to include the necessary cold weather provisions and no additional costs will be considered.

#### **D.1.7 Temporary Water and Power**

The Contractor shall make their own arrangements for the supply of temporary water and power.

#### **D.1.8 Provision for Traffic**

The Contractor shall be responsible for providing signing and traffic control in accordance with the Ontario Traffic Manual (OTM) and the OTM Book 7 Temporary Conditions - Field Edition.

Access shall be maintained at all times to any entrances within the limits of the Contract.

The Contractor is responsible for notifying any affected emergency agencies, transportation agencies, businesses, residents, etc., regarding access/traffic disruptions.

The Contractor shall provide a watchman or other suitable employee to inspect and maintain the signs, barricades and pedestrian ramps on a daily basis as well as weekends and other times when the Contractor is not working.

The Contractor shall provide an adequate number of traffic control persons to direct traffic at any time during construction as required by the Contract Administrator.

If there is no separate payment item for this work, then the costs are deemed to be included in the Bid Price.

#### **D.1.9 Dust and Mud Control**

The Contractor will be responsible for dust control as deemed necessary by the Owner during construction by watering and calcium application as directed by the Contract Administrator. Clean-up of mud tracking off site shall similarly be the Contractor's responsibility.

#### **D.1.10 Disposal of Materials**

All surplus excavated material, removed asphalt, removed concrete, removed equipment and additional waste shall be loaded and hauled off site. Disposal of materials shall be such as not to be unsightly or potentially unsightly when viewed from the highway/ facility, and shall be carried out in an environmentally acceptable manner.

The contractor shall maintain the work and its site in a tidy condition and free from an accumulation of waste material and debris. All waste material and debris from this construction project may be taken to the North Huron Landfill Site to be disposed of properly, free of charge to the contractor.

The Contractor shall identify the disposal area and provide a release from the disposal area owner upon completion of the work.

The contractor shall maintain the work and its site in a tidy condition and free from an accumulation of waste material and debris. All waste material and debris from this construction project may be taken to the North Huron Landfill Site to be disposed of properly, free of charge to the contractor.

Before the issuance of a Final Certificate of Completion the contractor shall remove all surplus materials, debris and waste from the site of work.

#### **D.1.11 Environmental Requirements**

The preservation, protection and restoration of the local environment will form part of the Work of this Contract.

The requirements set out in any permits issued for the project shall form part of this Contract and shall be strictly adhered to.

The Contractor shall provide rock check dams, straw bale flow checks and any other sediment or erosion control devices indicated on the Contract Drawings, as specified by the Permit Issuing Authorities, and as directed by the Contract Administrator.

Any deviation from the prescribed requirements and/or methods contained in or implied by the permits as issued and this Contract may result in a work stoppage until such time as the Contractor produces suitably approved or revised permits acknowledging the proposed deviation. All costs associated with revised work permits will be solely the responsibility of the Contractor.

The Contractor is expected to undertake the Work in such a manner that allows for the local area to be restored. It will also be required that the Contractor employ all reasonable precautions to minimize the impact of construction on the upstream and downstream environments.

#### **D.1.12 Existing Conditions**

The Contractor shall clean up and restore all disturbed areas to condition equal to or better than existing conditions using materials equal to or better than existing materials. This includes the removal and disposal of all layout materials, string lines, batter boards and other such materials.

The Contractor shall maintain flow in all existing sewers, drains, ditches, watercourses, house and inlet connections, as applicable.

#### **D.1.13 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 highway or any improvement thereon, other than such portions as are part of the Work, by the Contractor's vehicles or other equipment, whether licensed or unlicensed, the Contractor shall, on the direction of the Contract Administrator and at the Contractor's own expense make changes in or substitutions for such vehicles or other equipment or shall alter loading or shall in some manner remove the cause of such damage to the satisfaction of the Contract Administrator.

#### **D.1.14 Measurement and Payment**

Unless otherwise noted in the Schedule of Unit Prices, no measurement of quantities will be made for the General Work and no direct payment will be made for any of the General Work. The cost of such work shall be deemed to be reasonably distributed within the overall cost of the Work.

Payment for payable items shall be based upon the lump sum or unit price bid, as listed in the Schedule of Unit Prices, using actual "as-constructed" quantities (or plan quantities) as determined by the Contract Administrator. In the event of conflict between the Schedule of Unit Prices and OPSS, the basis of payment indicated in the Schedule shall take precedence (as modified by "pay lines" or payment clauses indicated elsewhere in these documents, if applicable).

**D.1.15 Testing of Material**

The contractor shall supply mix designs for asphalt and sieve analysis for any granular material used on site a minimum of 72 hours prior to placement. The owner and contract administrator will coordinate compaction and Marshall testing of asphalt as required.

**D.1.16 Compaction**

Unless otherwise noted, all granular materials shall be compacted to one hundred percent (100%) SPMDD and all subsoil to ninety-five percent (95%) SPMDD.

**D.1.17 Existing Utilities**

The Contractor shall be solely responsible for obtaining current information in regard to the presence of and exact location of all buried utilities, including but not necessarily limited to hydro, water, gas, etc. and sewers, including existing service connections. This shall include excavation of inspection holes if necessary. Size, depth and location of existing utilities and structures as indicated are for guidance only. Completeness and accuracy are not guaranteed.

The Contractor must exercise necessary care in construction operations to safeguard utilities, septic beds, heat pump lines and sewers from damage. The Contractor will be liable for all damage to same occurring within or outside the Contract limits caused by their operations.

It is the Contractor's responsibility to support existing hydro poles, telephone poles, overhead wires & lines and light standards if so required during construction.

The Contractor is hereby advised that the existing underground hydro, television and telephone cables are to remain in their existing locations. Excavation in the vicinity of cables may require lighter machines and handwork.

If a permanent relocation or replacement of an existing utility or existing sewer becomes necessary, at the discretion of the Contract Administrator, during the Work the Contractor shall co-operate with the Owner's forces or the Utility Company to allow them the opportunity to make the necessary alterations to their plant. No claims for extra payment or for additional working days will be allowed while the utility is being relocated.

It shall be the Contractors responsibility to contact all Utility Companies if relocation of certain utilities is required.



BURNSIDE

**Document E**

**Drawings and Specifications**

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E.2	STANDARD SPECIFICATIONS.....	1

## **E.1 CONTRACT DRAWINGS**

The Work required under this Contract shall be performed in strict accordance with the following drawings:

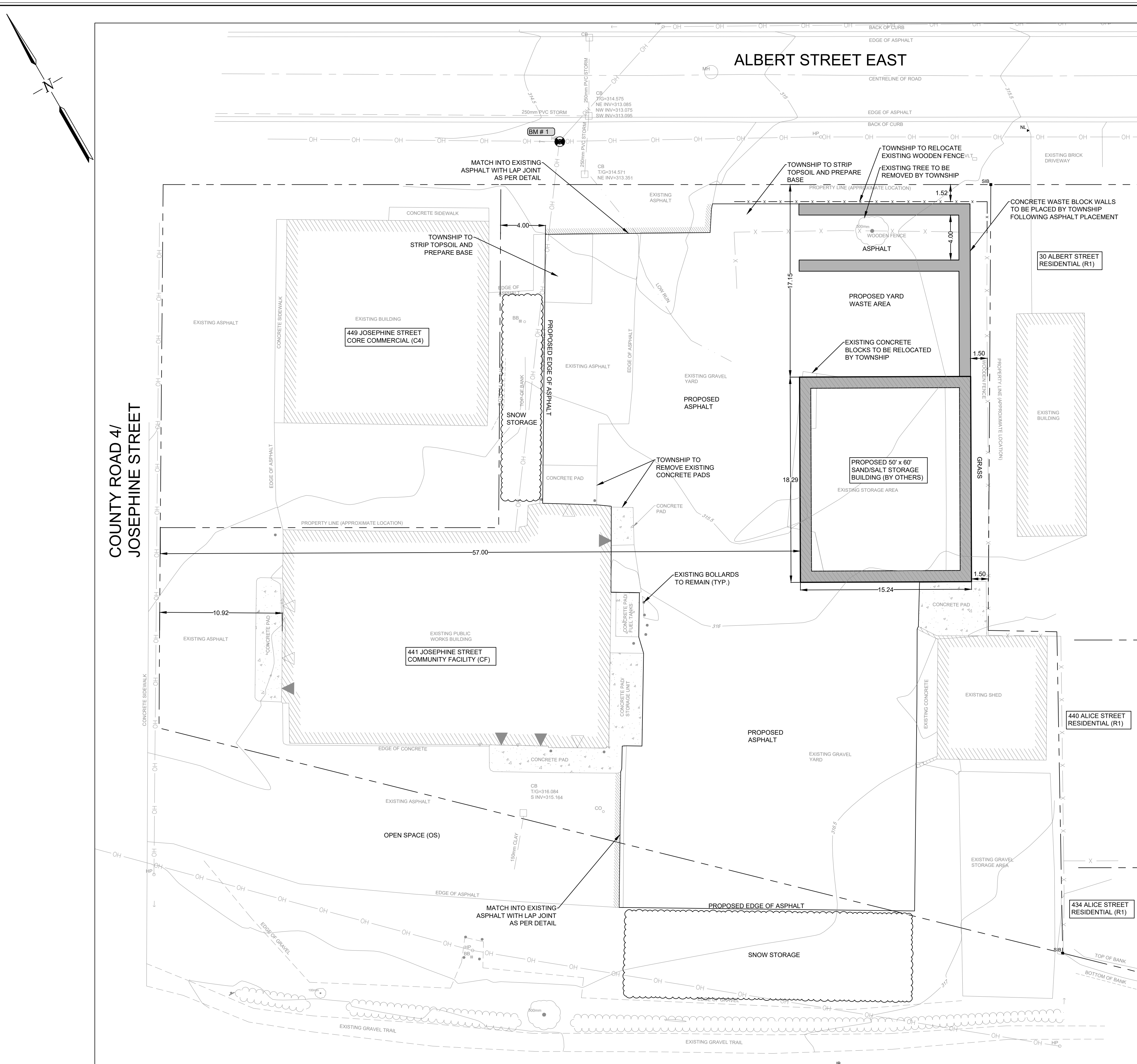
<u>Drawing No.</u>	<u>Drawing Title</u>
C100	North Huron Public Works Yard – Site Plan & Removals
C101	North Huron Public Works Yard – Lot Grading & Drainage Plan
W1	Shuter St – Junction – James Plan
W2	Shuter St – Patrick – Maple Plan
W3	Shuter St – Alfred Intersection Plan
W4	Edward Street Plan
W5	Farley Lane & David Street Plan
B1	North Street Plan
B2	Drummond St – Hwy4 – Mill Plan
B3	Drummond St – Mill to 247 Drummond Plan
B4	Drummond St – 247 Drummond to Dead End Plan
B5	Coombs Street Plan
B6	Dinsley Street Plan
B7	Drummond St – Hwy4 - Gypsy

These drawings are the Contract Drawings and form part of this Contract. Additional drawings showing details in accordance with which the Work is to be constructed may be furnished from time to time by the Contract Administrator, if found necessary, to supplement or supersede the drawings hereto attached. Such additional drawings shall thereupon become a part of this Contract. The Contract Drawings are complementary to the Contract Documents; any item or information found in one applies to both.

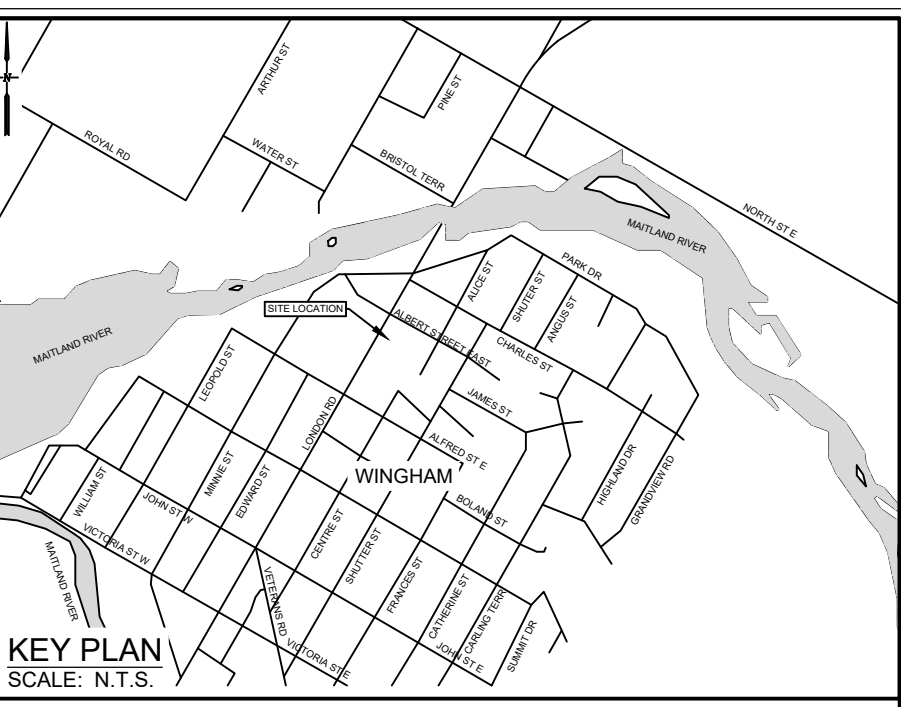
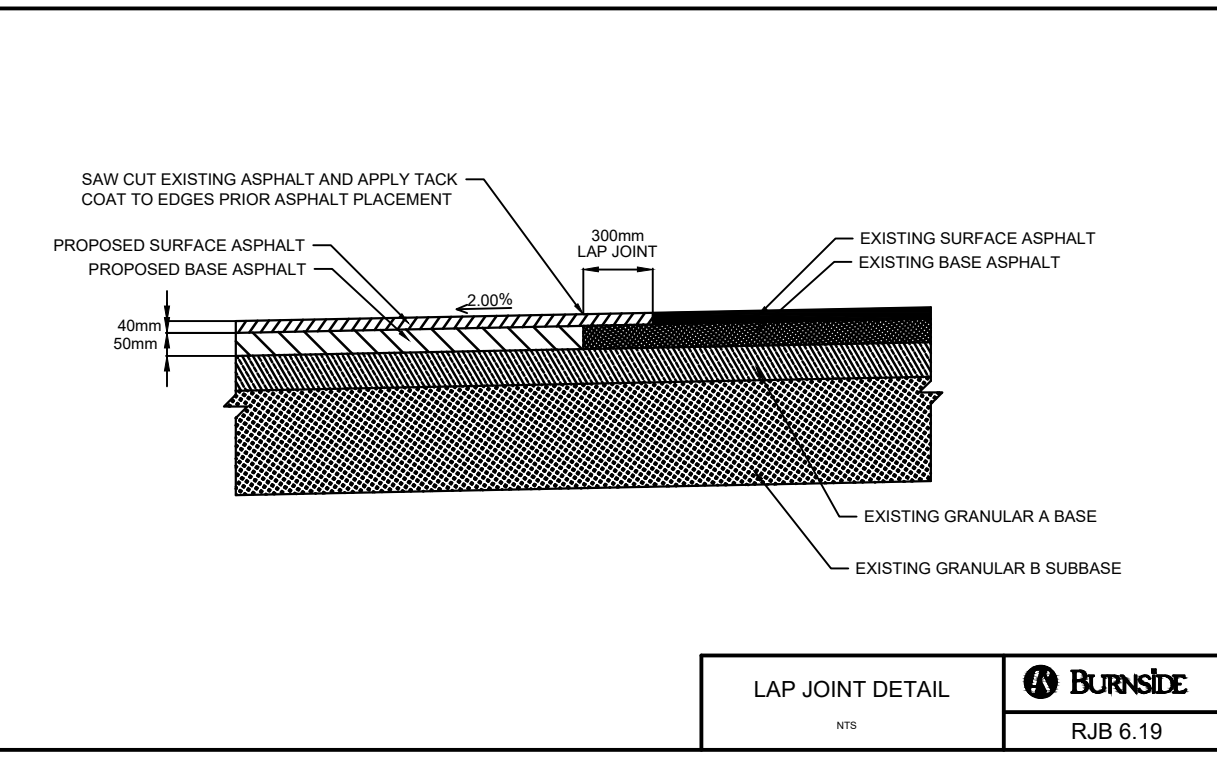
The Contractor shall be governed by the figured dimensions, as given on the drawings. The Contractor shall confirm all relevant dimensions and report any discrepancies to the Contract Administrator immediately. Where required dimensions are not shown in figures, the Contractor shall obtain the said dimensions from the Contract Administrator before proceeding with the construction of the portion of the Work to which they refer. In every case, detailed drawings shall take precedence over general drawings. In no instance shall dimensions be scaled from drawings.

## **E.2 STANDARD SPECIFICATIONS**

OPSS.MUNI 180	Management of Excess Materials
OPSS.MUNI 206	Grading
OPSS.MUNI 307	Construction Specification for Patching of Asphalt Pavement
OPSS.MUNI 310	Hot Mix Asphalt
OPSS.MUNI 312	Asphalt Curb & Gutter Systems



Detail	Proposed	Required
Lot Area	3545m <sup>2</sup>	600m <sup>2</sup> MIN
Lot Frontage	18m	20m MIN
Lot Depth	80m	30m MIN
Proposed Accessory Building Front Yard Setback	57m	7.5m
Proposed Accessory Building Exterior Side Yard Setback	17.15m	7.5m
Proposed Accessory Building Rear Yard Setback	1.5m	1.5m MIN
Building Height (calculated as vertical distance measured from finished grade and average height between eaves and ridge)	8m	6m MAX ABUTTING A RESIDENTIAL ZONE
Lot Coverage (Total)	27%	40% MAX
Lot Coverage (Accessory Buildings)	11%	15% MAX
Landscaped Area	7%	30% MIN



**LEGEND:**

PROPERTY LINE	---
EXISTING BUILDING	▨
EXISTING ELEVATION	x 321.00
PROPOSED ELEVATION	x 321.00
MATCH ELEVATION	x 321.00
SURFACE WATER FLOW & GRADIENT	→ 2.4%
OVERHEAD DOOR	▽
EXISTING MAN DOOR	▽
EXISTING OVERHEAD DOOR	▽
EXISTING CLEAN OUT	○
EXISTING MAINTENANCE HOLE	○
EXISTING STORM SEWER	---
EXISTING EDGE OF GRAVEL	---
HIGH POINT OF PROPOSED PARKING LOT	---
CONIFEROUS TREE	○
DECIDUOUS TREE	○
LOW RUN	---
BOARD FENCE	x x x x

**BENCHMARKS:**  
 BENCHMARK # 1 ELEVATION = 314.80  
 SPIKE IN HYDRO POLE LOCATED ON SOUTH SIDE OF ALBERT STREET EAST.

EXISTING FEATURES AND TOPOGRAPHICAL SURVEY COMPLETED BY R.J. BURNSIDE & ASSOCIATES IN APRIL 2026.

PROPERTY LINES ARE APPROXIMATE. IN THE EVENT THAT THERE IS A DISPUTE OR DISCREPANCY IN THE LOCATION OF THE PROPERTY LINES, IT IS RECOMMENDED THAT THE OWNER RETAIN AN ONTARIO LAND SURVEYOR (OLS) TO PROVIDE CONFIRMATION.

NOTE: ELEVATIONS SHOWN ON THIS DRAWING ARE BASED ON GPS OBSERVATIONS USING THE CANNET VIRTUAL BASE STATION REFERENCE NETWORK. THE ELEVATIONS ARE BASED ON THE VERTICAL DATUM GEOID HT2-2010.

- Notes**
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  - The contractor shall verify all dimensions, levels, and datums on site and report any discrepancies or omissions to this office prior to construction.
  - This drawing is to be read and understood in conjunction with all other plans and documents applicable to this project.

No.	Issue / Revision	Date	Auth.
1	ISSUED FOR CLIENT REVIEW	2026/05/07	MMJ
2	ISSUED FOR TENDER	2026/05/19	MMJ

**BURNSIDE**  
 R.J. Burnside & Associates Limited  
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 web www.rjburnside.com

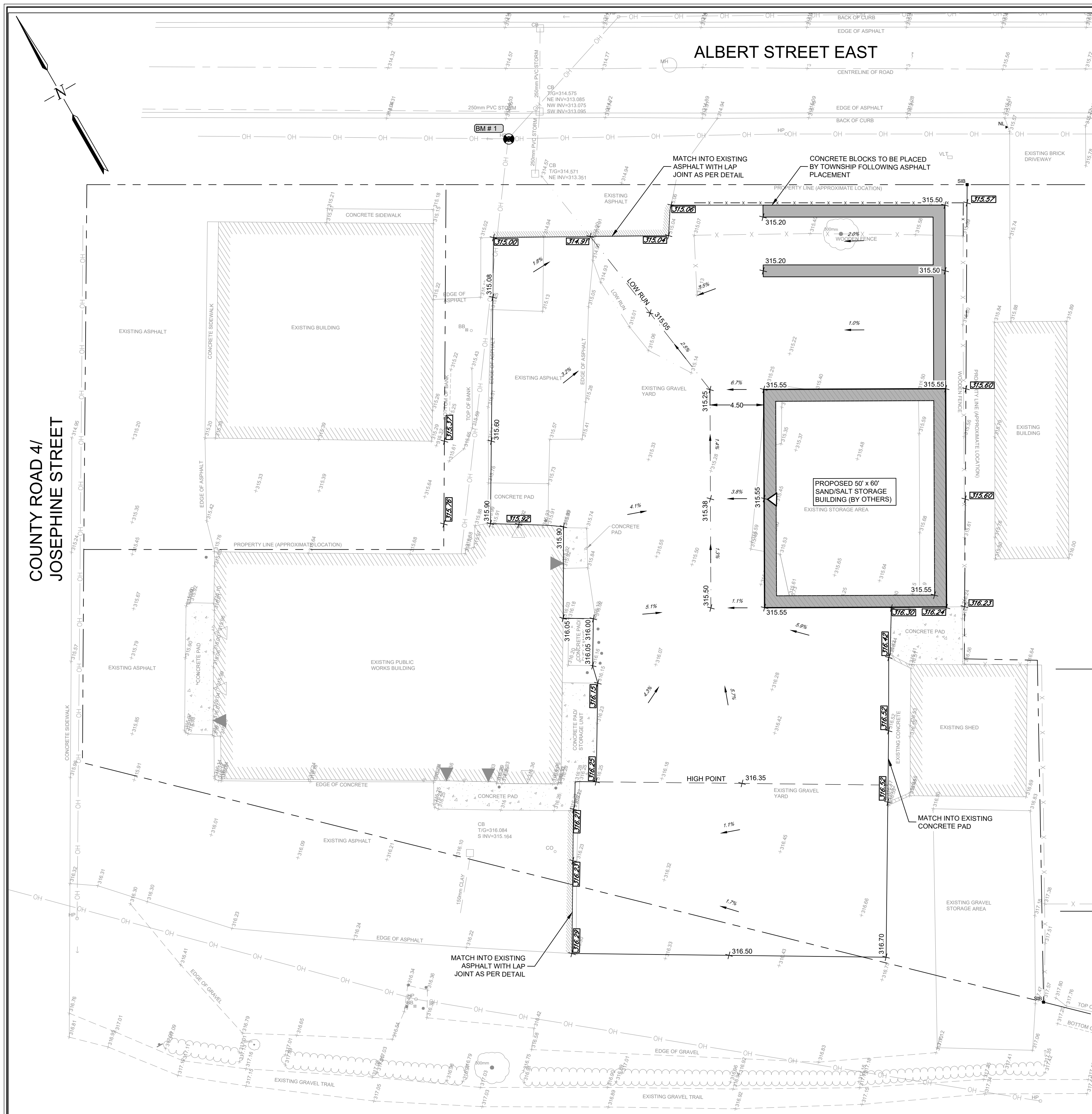
Client  
**TOWNSHIP OF NORTH HURON**  
 274 JOSEPHINE STREET  
 WINGHAM, ONTARIO  
 N0G 2W0

Drawing Title  
**NORTH HURON PUBLIC WORKS YARD**

SITE PLAN & REMOVALS

Drawn	Checked	Designed	Checked	Date	Drawing No.
JMS	MMJ	JMS/MMJ	MMJ	26/05/04	
Project No.	Contract No.	Revision No.			
300061407.1000		0			
Scale	CONTRACT NO.				
1:200					

**C100**



COUNTY ROAD 4/  
JOSEPHINE STREET

ALBERT STREET EAST

1. GENERAL NOTES

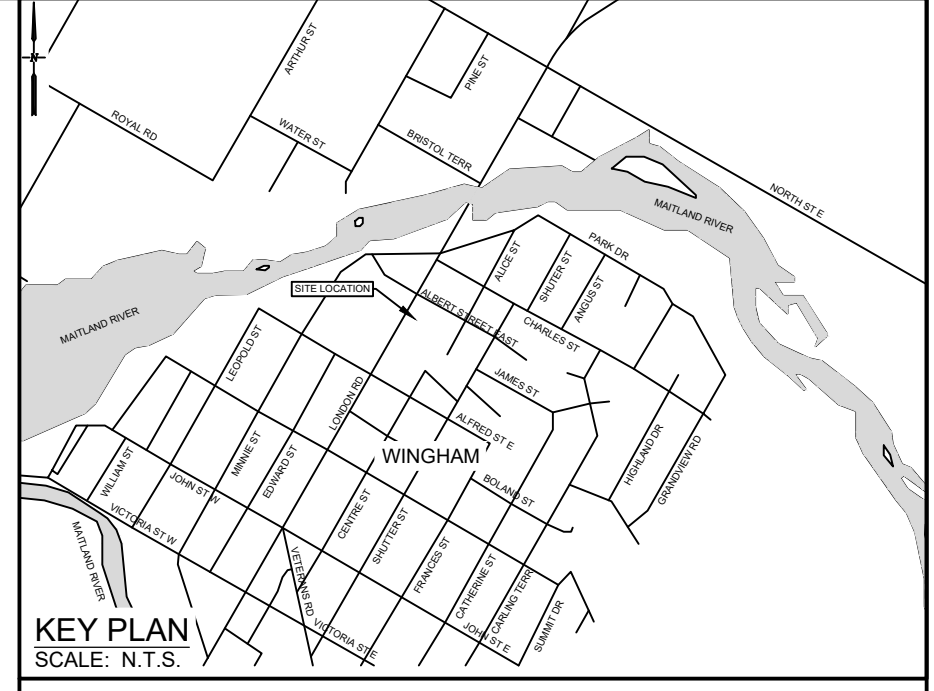
- 1.1. ALL DIMENSIONS ARE IN METERS, EXCEPT PIPE DIAMETERS, WHICH ARE IN MILLIMETERS, UNLESS SPECIFIED OTHERWISE.
- 1.2. ALL DIMENSIONS SHALL BE CHECKED AND VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION, AND ANY DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER.
- 1.3. ALL WORK SHALL BE CARRIED OUT IN COMPLIANCE WITH THE APPLICABLE HEALTH AND SAFETY ACT AND REGULATIONS FOR CONSTRUCTION PROJECTS.
- 1.4. ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH THE TOWNSHIP OF NORTH HURON STANDARDS AND ONTARIO PROVINCIAL STANDARD SPECIFICATIONS (OPSS). WHERE CONFLICT OCCURS, TOWNSHIP OF NORTH HURON STANDARDS ARE TO GOVERN.
- 1.5. THE TOWNSHIP OF NORTH HURON ALL APPROVAL AGENCIES AND THE ENGINEER MUST APPROVE ANY REVISIONS TO THE PLANS.
- 1.6. THE STANDARD DRAWINGS INCLUDED WITH THESE PLANS ARE PROVIDED FOR CONVENIENCE ONLY AND ARE NOT TO BE CONSTRUED TO BE A COMPLETE SET FOR THE PURPOSE OF THE CONTRACT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL RELEVANT STANDARD DRAWINGS AND SPECIFICATIONS AS REQUIRED FOR THIS CONTRACT.
- 1.7. ALL TEMPORARY TRAFFIC CONTROL AND SIGNAGE DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH CURRENT ONTARIO TRAFFIC MANUAL BOOK 7. TEMPORARY CONDITIONS FIELD EDITION.
- 1.8. THE CONTRACTOR IS ADVISED THAT WORKS BY OTHERS MAY BE ONGOING DURING THE PERIOD OF THIS CONTRACT. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH ALL OTHER CONTRACTORS AND PREVENT CONSTRUCTION CONFLICTS.
- 1.9. THE INFORMATION SHOWN FOR EXISTING UTILITIES WAS PROVIDED BY OTHERS. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES DURING CONSTRUCTION. ALL EXISTING UTILITIES MUST BE LOCATED AND VERIFIED BY EACH UTILITY PRIOR TO COMMENCEMENT OF WORK. ANY VARIANCE IS TO BE IMMEDIATELY REPORTED TO THE ENGINEER. LOST TIME DUE TO FAILURE OF THE CONTRACTOR TO CONFIRM UTILITY LOCATIONS AND NOTIFY THE ENGINEER OF CONFLICTS PRIOR TO CONSTRUCTION WILL BE AT THE CONTRACTOR'S EXPENSE.
- 1.10. A COPY OF THE "FOR CONSTRUCTION" PLAN ARE TO BE ON SITE FOR REFERENCE AT ALL TIMES DURING CONSTRUCTION.
- 1.11. THIS DRAWING IS TO BE READ AND UNDERSTOOD IN CONJUNCTION WITH ALL OTHER PLANS AND DOCUMENTS APPLICABLE TO THIS PROJECT.
- 1.12. ALL PROPERTY BARS TO BE PRESERVED AND REPLACED BY AN O.L.S. AT THE CONTRACTOR'S EXPENSE IF REMOVED/DAMAGED DURING CONSTRUCTION.
- 1.13. THE NOTES ON THIS SHEET APPLY TO ALL WORKS UNDER THIS CONTRACT UNLESS OTHERWISE NOTED ON THE PLAN AND PROFILE DRAWINGS AND/OR SPECIFIC DETAIL DRAWINGS.
- 1.14. ALL EXISTING WATERMAIN, STORM AND SANITARY PIPE, ASPHALT, CONCRETE, TOPSOIL AND EARTH EXCAVATION TO BE REMOVED TO A LOCATION AS APPROVED BY THE ENGINEER.
- 1.15. STREET SWEEPING, CATCHBASIN CLEANING AND DUST CONTROL ARE THE RESPONSIBILITY OF THE CONTRACTOR AND MUST BE KEPT UNDER CONTROL ON ALL ROADWAYS TO THE SATISFACTION OF THE TOWNSHIP.

2. LOT GRADING AND DRAINAGE NOTES

- 2.1. MAXIMUM LOT COVERAGE AND ALL SETBACKS SHALL BE IN ACCORDANCE WITH CURRENT MUNICIPAL BY-LAWS. IF NECESSARY, THE OWNER SHALL VERIFY THE LOCATION OF ANY SETBACKS ON-SITE WITH THE APPROPRIATE AGENCIES OR MUNICIPAL REPRESENTATIVE.
- 2.2. IT SHALL BE ASSUMED THAT THE GRADIENT BETWEEN SUCCESSIVE PROPOSED LOT ELEVATIONS SHOWN ON THE PLAN IS EITHER CONSTANT, OR AT THE GRADIENT SPECIFIED.
- 2.3. THE RECOMMENDED ELEVATION AROUND THE BUILDING ENVELOPE IS A "MINIMUM"; HOWEVER, THE ENGINEER MUST APPROVE ANY CHANGE TO THESE ELEVATIONS GREATER THAN 0.15 m.
- 2.4. RECOMMENDED MINIMUM SEPARATION BETWEEN FINISHED GROUND AROUND THE BUILDING ENVELOPE AND THE TOP OF THE FOUNDATION WALL IS 200 MILLIMETRES. THE ACTUAL MINIMUM AS PER SECTION 9.15.4.3 (1) O.B.C. IS 150 MILLIMETRES OR 200 MILLIMETERS AS PER SECTION 9.27.2.2 (1) O.B.C.
- 2.5. ALL FINISHED ELEVATIONS ON THE SITE MUST BE WITHIN +/- 0.05 m OF THE PROPOSED ELEVATIONS SHOWN ON THE PLAN. ALL SWALES SHALL BE CONSTRUCTED TO THE SPECIFIED DIMENSIONS AND GRADIENTS. FAILURE TO COMPLY WITH THESE TOLERANCES WILL RESULT IN NON-CERTIFICATION OF THE LOT GRADING AND DRAINAGE FOR THE AFFECTED PROPERTY. THE DEVELOPER SHALL BE REQUIRED TO REGRADE ANY AREAS THAT DO NOT COMPLY WITH THE TOLERANCES AND WILL BE RESPONSIBLE FOR ANY RE-CERTIFICATION COSTS.
- 2.6. ALL IMPERVIOUS SURFACES SHALL BE GRADED TO ENSURE POSITIVE DRAINAGE AND GRADIENT AWAY FROM ANY BUILDINGS AND ALONG THE COURSE OF ANY WALKWAYS OR FROM ANY LARGER IMPERVIOUS AREAS INCLUDING NO PONDING OF WATER WITHIN THESE AREAS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE OWNER OF ANY CONCERNS WITH THE PROPOSED ELEVATIONS AND GRADIENTS PRIOR TO PLACEMENT OF ANY GRANULARS, ASPHALT, PAVING STONE OR CONCRETE TO ALLOW FOR A THOROUGH ON-SITE REVIEW AND ADJUSTMENT (IF ANY). ANY PONDING ON IMPERVIOUS SURFACES SHALL BE DEEMED A DEFICIENT ITEM. THE AFFECTED SURFACE SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR AND AT THE CONTRACTOR'S EXPENSE. THE EXTENT OF THE AREA TO BE REMOVED AND REPLACED SHALL BE AS DETERMINED BY THE OWNER OR THE ENGINEER.
- 2.7. INTERIM GRADING MEASURES MAY BE REQUIRED DURING BUILDING CONSTRUCTION TO ENSURE THAT DRAINAGE DOES NOT ADVERSELY AFFECT THE NEIGHBORING PROPERTIES. ROUGH GRADING OF THE PROPERTY SHALL BE COMPLETED SUCH THAT DRAINAGE IS CONTAINED ON SITE OR CONTROLLED TO A POSITIVE OUTLET.
- 2.8. ALL PROPOSED LOT ELEVATIONS REPRESENT EITHER FINISHED ASPHALT, GRANULARS OR GROUND.

3. ROADS

- 3.1. ALL EXISTING ASPHALT, ASPHALT CURB, CONCRETE CURB AND SUBDRAIN WITHIN THE LIMITS OF THE CONTRACT TO BE REMOVED TO A SITE AS APPROVED BY THE ENGINEER. EXISTING GRANULAR BASE MAY BE USED FOR TRENCH BACKFILL IF APPROVED BY THE GEOTECHNICAL ENGINEER.
- 3.2. THE PAVEMENT STRUCTURE SHALL CONSIST OF THE FOLLOWING:
  - 3.2.1. PUBLIC WORKS YARD
    - 40mm HL3 ASPHALT
    - 50mm HL8 ASPHALT
- 3.3. GRANULAR BASE TO BE COMPACTED TO 100% OF THE MATERIAL'S RESPECTIVE SPMD.
- 3.4. ALL GRANULARS AND ASPHALT MATERIALS TO BE PLACED IN ACCORDANCE WITH OPSS 314 AND OPSS 310.
- 3.5. STEP JOINTS ARE TO BE USED WHERE PROPOSED ASPHALT MEETS EXISTING ASPHALT. ASPHALT JOINTS WITH EXISTING ASPHALT TO BE SAW CUT STRAIGHT PRIOR TO PLACING NEW ASPHALT. HL3 SURFACE ASPHALT TO OVERLAP EXISTING ASPHALT BY A MINIMUM OF 300mm. TACK COAT TO BE APPLIED TO EXISTING ASPHALT SURFACES MEETING NEW ASPHALT.
- 3.6. TRAFFIC CONTROL SIGNS WILL BE PROVIDED AT LOCATIONS DESIGNATED BY THE MUNICIPALITY AND SHALL BE IN ACCORDANCE WITH THE ONTARIO TRAFFIC MANUAL - BOOK 5. TRAFFIC CONTROL SIGNS WILL BE SUPPLIED AND INSTALLED BY THE DEVELOPER.
- 3.7. REQUIRED ROADWAY GRADES CAN BE ACHIEVED BY PREPARING THE SUBGRADE AS PER THE RECOMMENDATIONS IN THE GEOTECHNICAL REPORT, FOLLOWED BY UNIFORM PLACEMENT OF SUB-BASE AND BASE MATERIALS IN ACCORDANCE WITH CURRENT OPSS SPECIFICATIONS, AND COMPACTION TO 100% SPMD.
- 3.8. ALL BACKFILLING AND COMPACTION OPERATIONS SHOULD BE SUPERVISED BY QUALIFIED GEOTECHNICAL INSPECTORS TO APPROVE MATERIAL AND ENSURE THE SPECIFIED DEGREE OF COMPACTION HAS BEEN OBTAINED.
- 3.9. THE ASPHALTIC CONCRETE SHALL BE PLACED AND COMPACTED IN ACCORDANCE WITH OPSS 310, AND IS TO BE BETWEEN 92% AND 96.5% OF THE MARSHALL DENSITY.



**LEGEND:**

PROPERTY LINE	---
EXISTING BUILDING	▨
EXISTING ELEVATION	▽
PROPOSED ELEVATION	×
MATCH ELEVATION	+
SURFACE WATER FLOW & GRADIENT	→ 2.4%
OVERHEAD DOOR	▽
EXISTING MAN DOOR	▽
EXISTING OVERHEAD DOOR	▽
EXISTING CLEAN OUT	○
EXISTING MAINTENANCE HOLE	○
EXISTING STORM SEWER	---
EXISTING EDGE OF GRAVEL	---
HIGH POINT OF PROPOSED PARKING LOT	+
CANIFEROUS TREE	○
DECIDUOUS TREE	○
LOW RUN	---
BOARD FENCE	---

**BENCHMARKS:**  
 BENCHMARK # 1 ELEVATION = 314.80  
 SPIKE IN HYDRO POLE LOCATED ON SOUTH SIDE OF ALBERT STREET EAST.

EXISTING FEATURES AND TOPOGRAPHICAL SURVEY COMPLETED BY R.J. BURNSIDE & ASSOCIATES IN APRIL 2026.

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No.	Issue / Revision	Date	Auth.
1	ISSUED FOR CLIENT REVIEW	2026/05/07	MMJ
2	ISSUED FOR TENDER	2026/05/19	MMJ

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 web www.rjburnside.com

Client  
**TOWNSHIP OF NORTH HURON**  
 274 JOSEPHINE STREET  
 WINGHAM, ONTARIO  
 N0G 2W0

Drawing Title  
**NORTH HURON PUBLIC WORKS YARD**  
 LOT GRADING & DRAINAGE PLAN

Drawn JMS	Checked MMJ	Designed JMS/MMJ	Checked MMJ	Date 26/05/04	Drawing No.
Project No. 300061407.1000	Contract No. CONTRACT NO.	Revision No. 0	<b>C101</b>		
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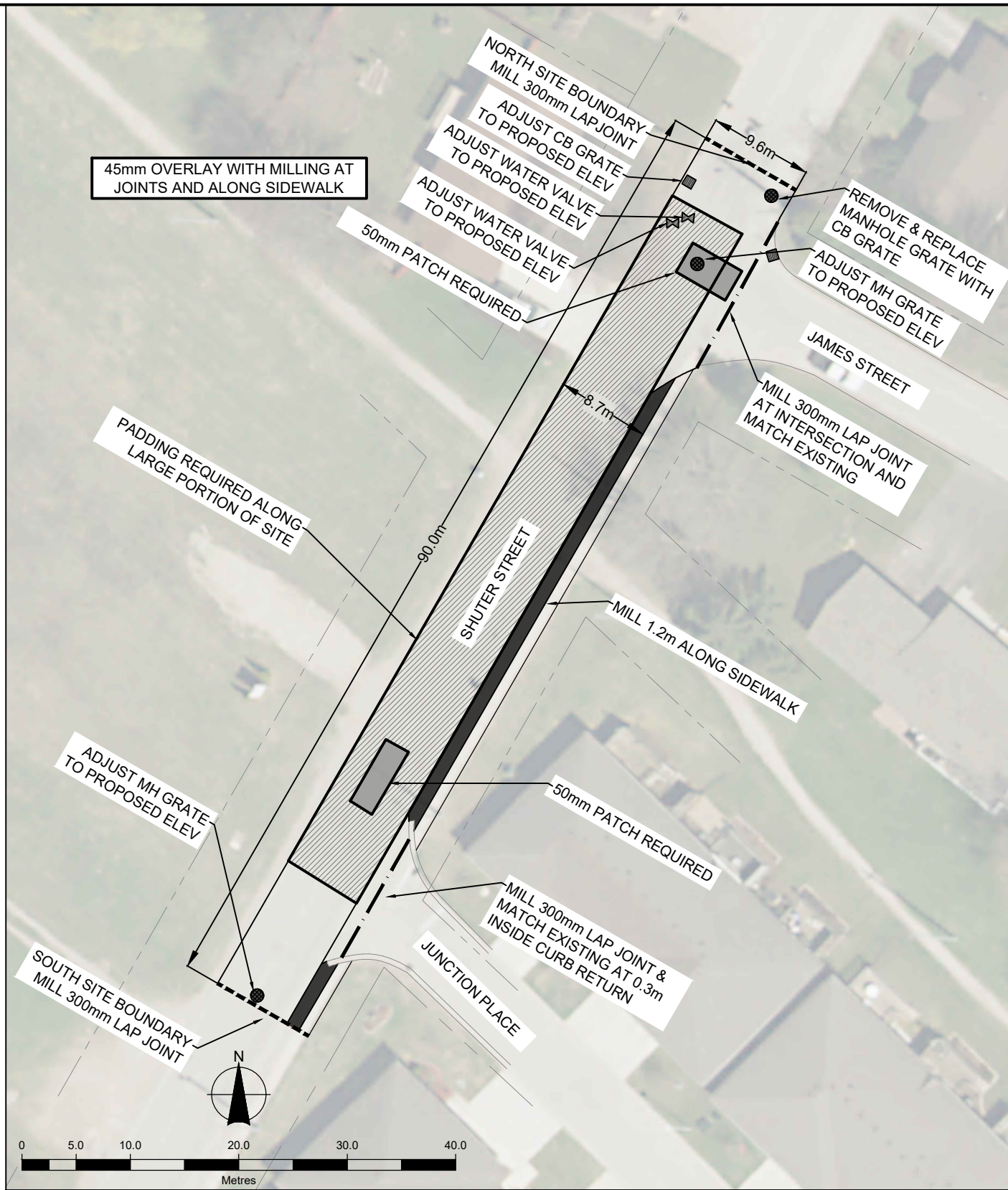


Figure Title  
**NORTH HURON 2026 RESURFACING PROJECTS**  
 SHUTER ST. JUNCTION-JAMES PLAN

Client  
**TOWNSHIP OF NORTH HURON**

Drawn TH	Checked MMJ	Date 26/05/07
Scale 1:500	Project No. 300061407	

Figure No.  
**W1**

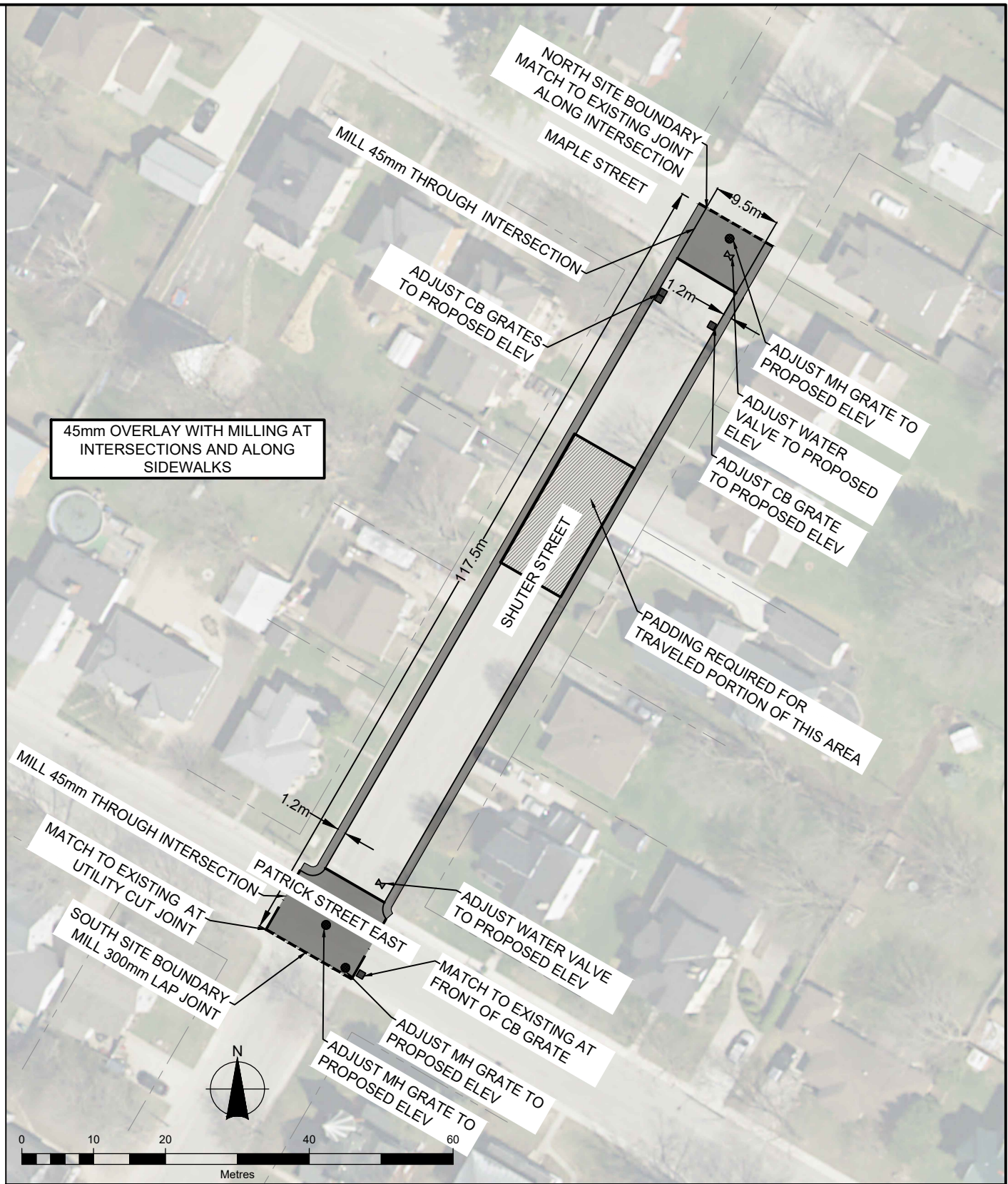


Figure Title  
**NORTH HURON 2026 RESURFACING PROJECTS**  
 SHUTER ST.PATRICK-MAPLE PLAN

Client  
**TOWNSHIP OF NORTH HURON**

Drawn TH	Checked MMJ	Date 26/05/07
Scale 1:750	Project No. 300061407	

Figure No.  
**W2**

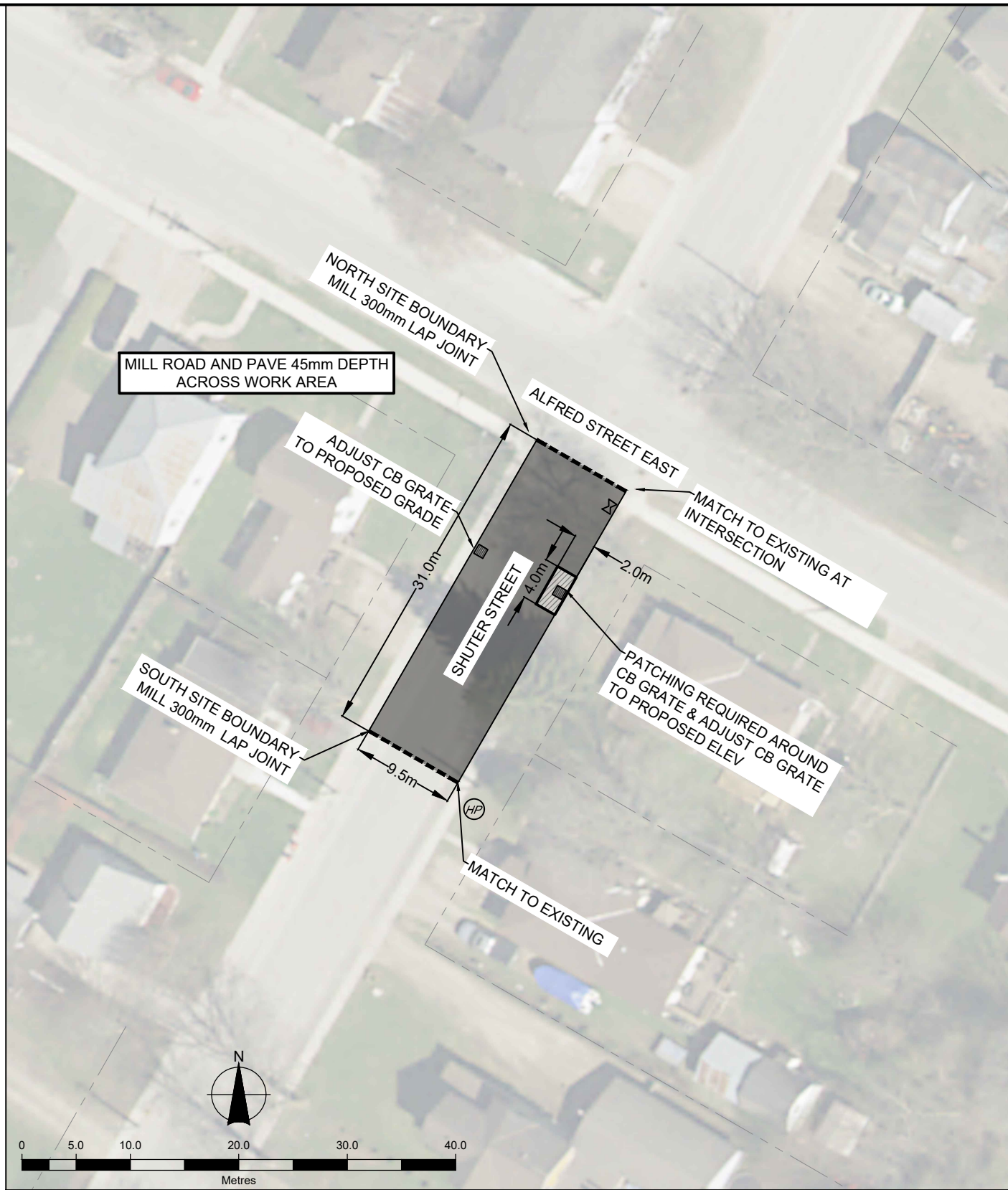


Figure Title

**NORTH HURON 2026 RESURFACING  
PROJECTS**

SHUTER ST. ALFRED INTS PLAN

Client

**TOWNSHIP OF NORTH HURON**

Drawn

TH

Scale

1:500

Checked

MMJ

Date

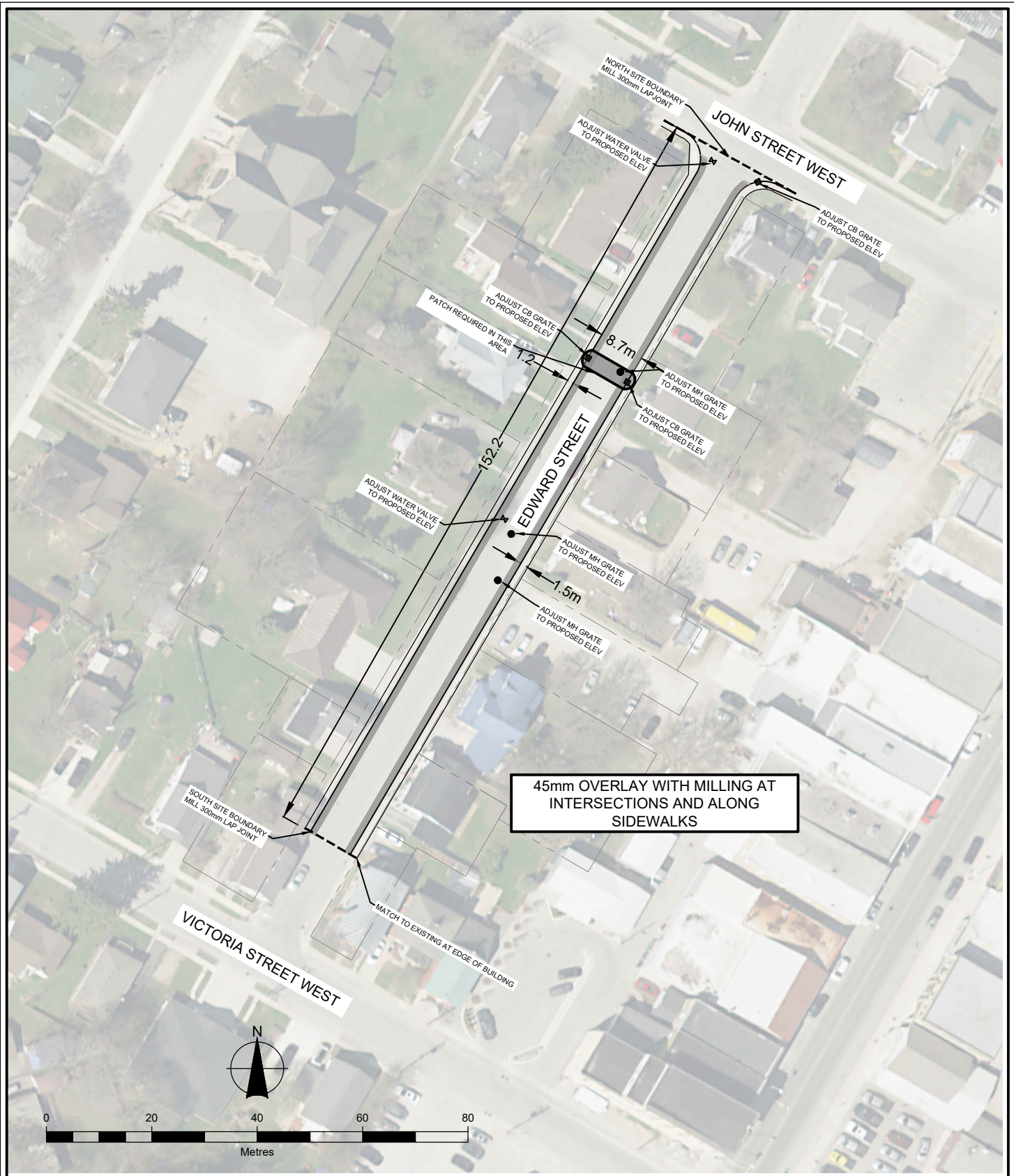
26/05/07

Project No.

300061407

Figure No.

**W3**



45mm OVERLAY WITH MILLING AT INTERSECTIONS AND ALONG SIDEWALKS



Figure Title  
**NORTH HURON 2026 RESURFACING PROJECTS**  
 EDWARD STREET PLAN

Client  
**TOWNSHIP OF NORTH HURON**

Drawn TH	Checked MMJ	Date 26/05/07
Scale 1:1000	Project No. 300061407	

Figure No.  
**W4**

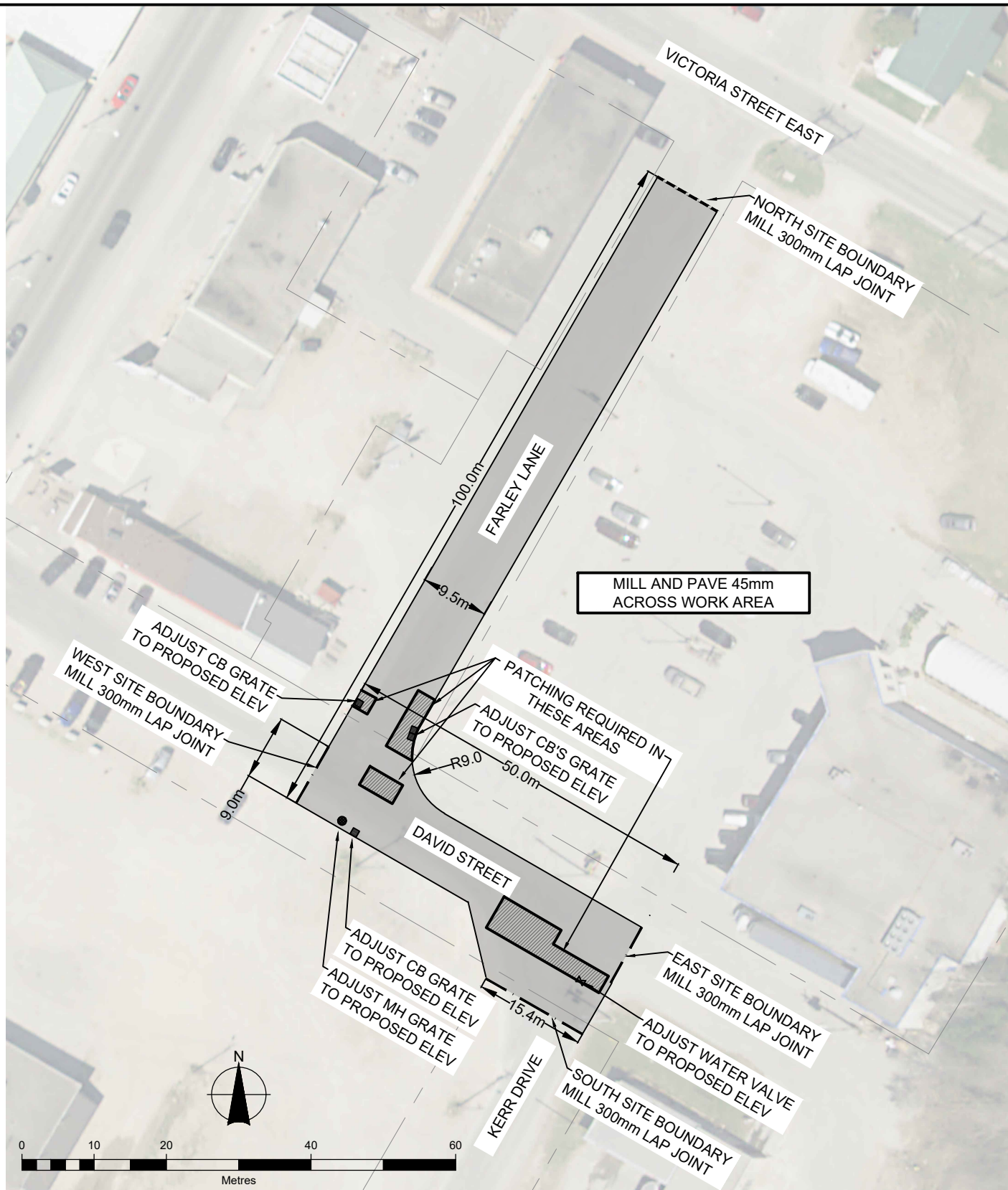
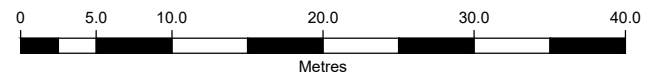
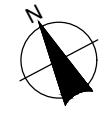
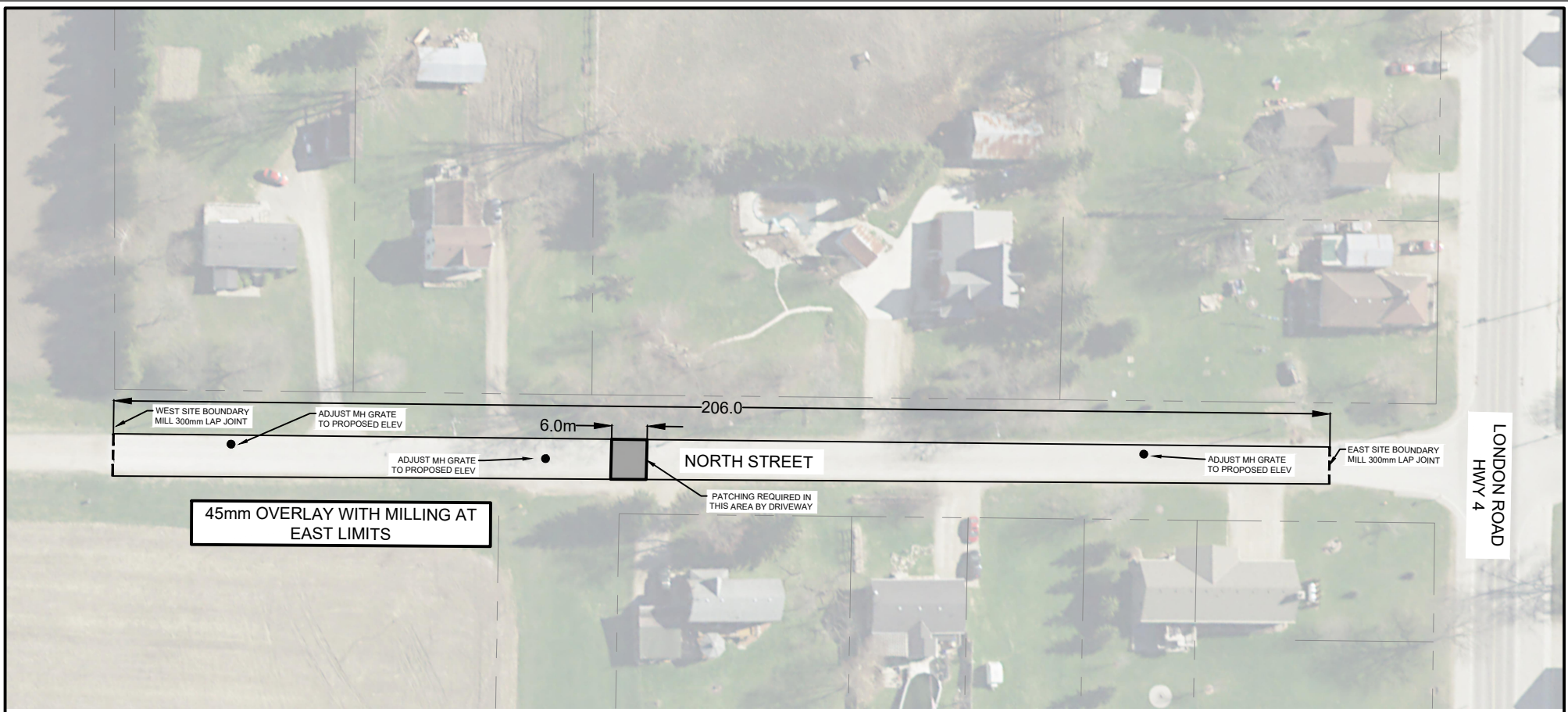



Figure Title  
**NORTH HURON 2026 RESURFACING PROJECTS**  
**FARLEY AND DAVID PLAN**

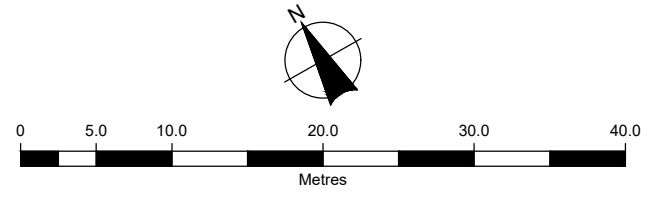
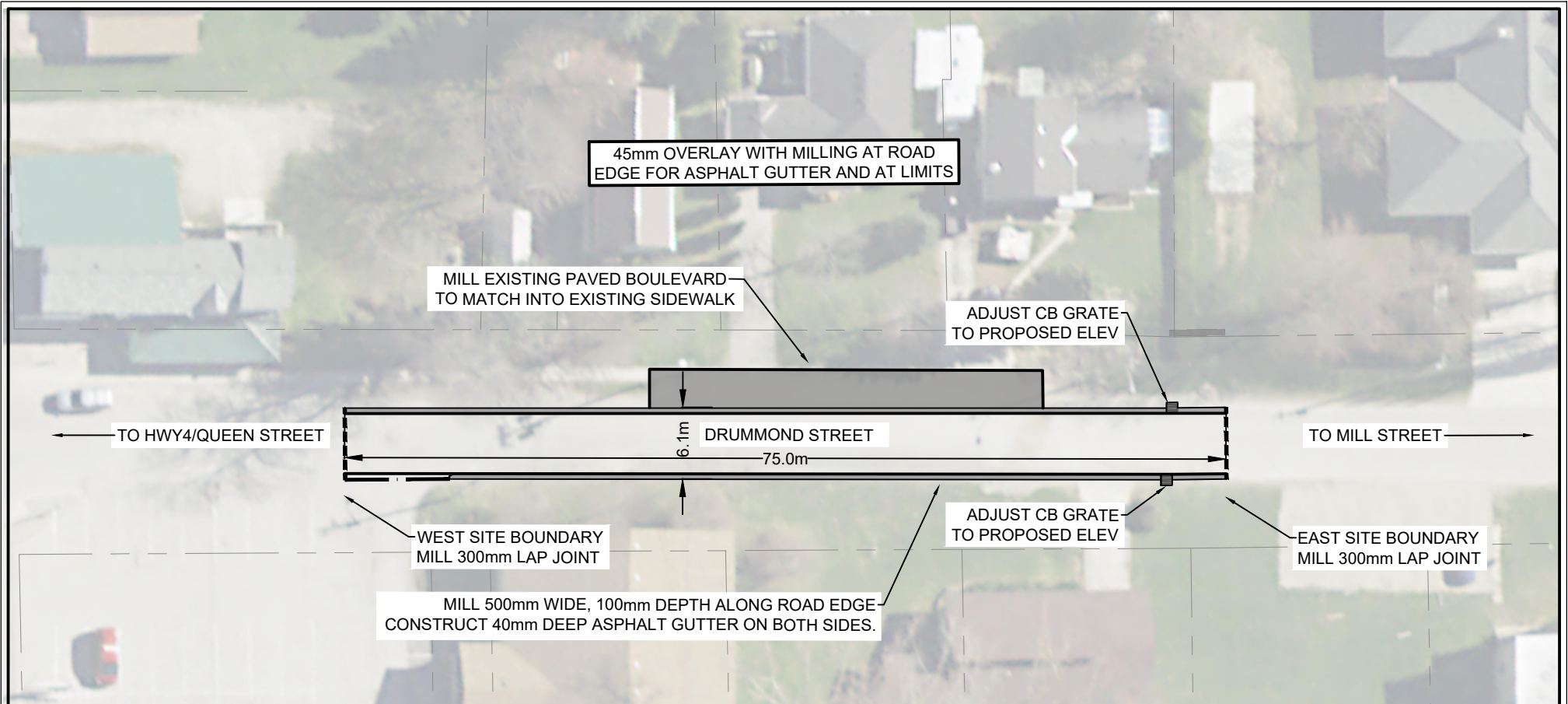
Client  
**TOWNSHIP OF NORTH HURON**


Drawn TH	Checked MMJ	Date 26/05/07
Scale 1:750	Project No. 300061407	

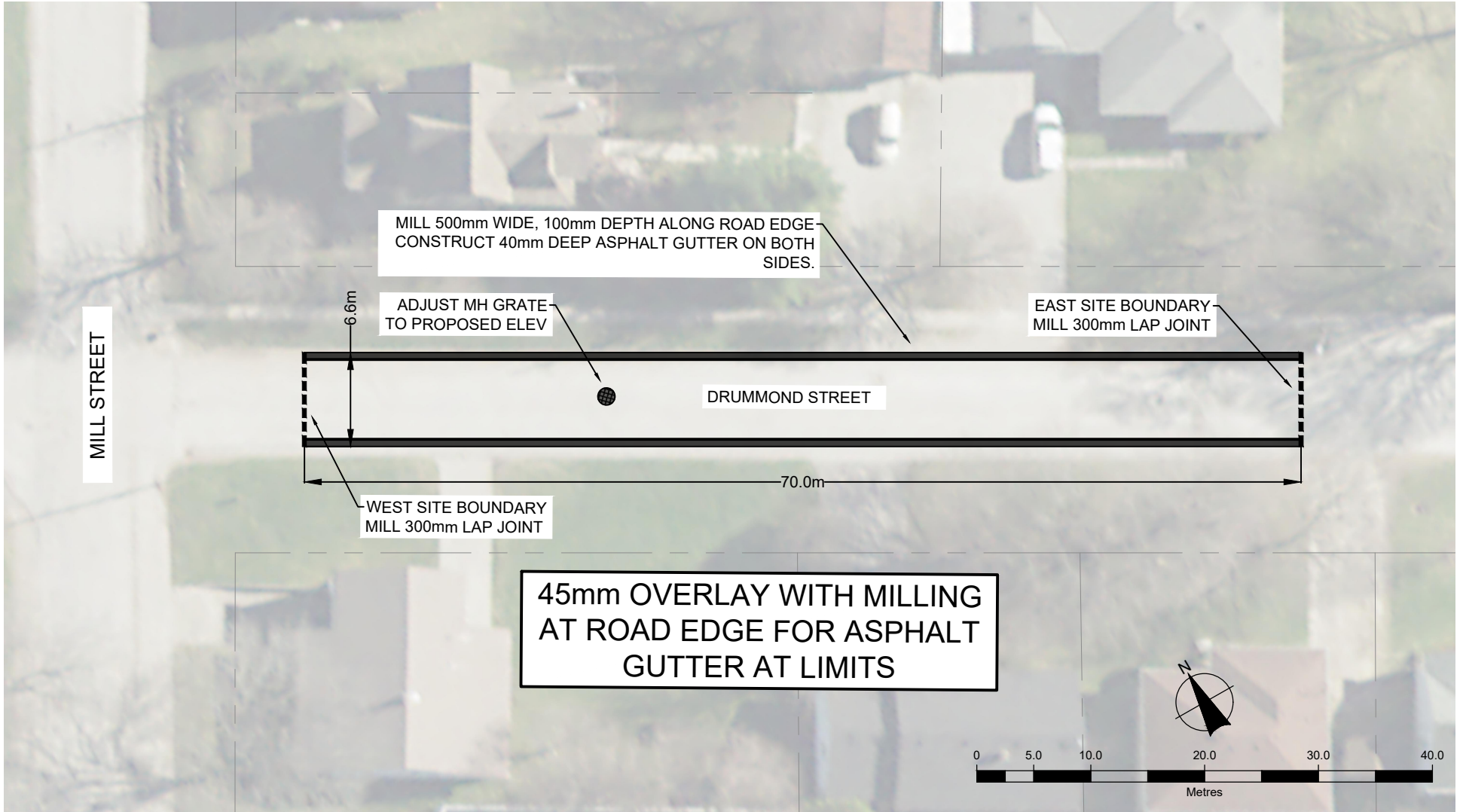
Figure No.  
**W5**



		Figure Title <b>NORTH HURON 2026 RESURFACING PROJECTS</b> NORTH STREET PLAN		
		Client <b>TOWNSHIP OF NORTH HURON</b>	Drawn TH	Checked MMJ
		Scale 1:1000	Project No. 300061407	Figure No. <b>B1</b>



		Figure Title		<b>NORTH HURON 2026 RESURFACING PROJECTS</b> DRUMMOND ST. HWY4-MILL PLAN
		Client		
<b>TOWNSHIP OF NORTH HURON</b>		Drawn	Checked	Date
		TH	MMJ	26/05/07
		Scale	Project No.	
		1:750	300061407	
				<b>B2</b>



**45mm OVERLAY WITH MILLING  
AT ROAD EDGE FOR ASPHALT  
GUTTER AT LIMITS**

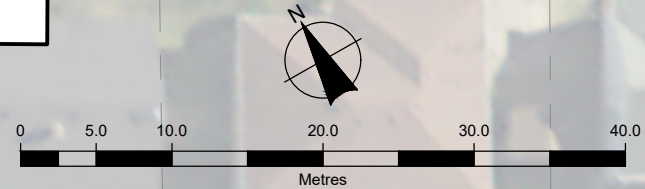


Figure Title  
**NORTH HURON 2026 RESURFACING  
 PROJECTS**  
 DRUMMOND ST.MILL ST-HILL PLAN

Client  
**TOWNSHIP OF NORTH HURON**

Drawn TH	Checked MMJ	Date 26/05/07
Scale 1:1000	Project No. 300061407	

Figure No.  
**B3**

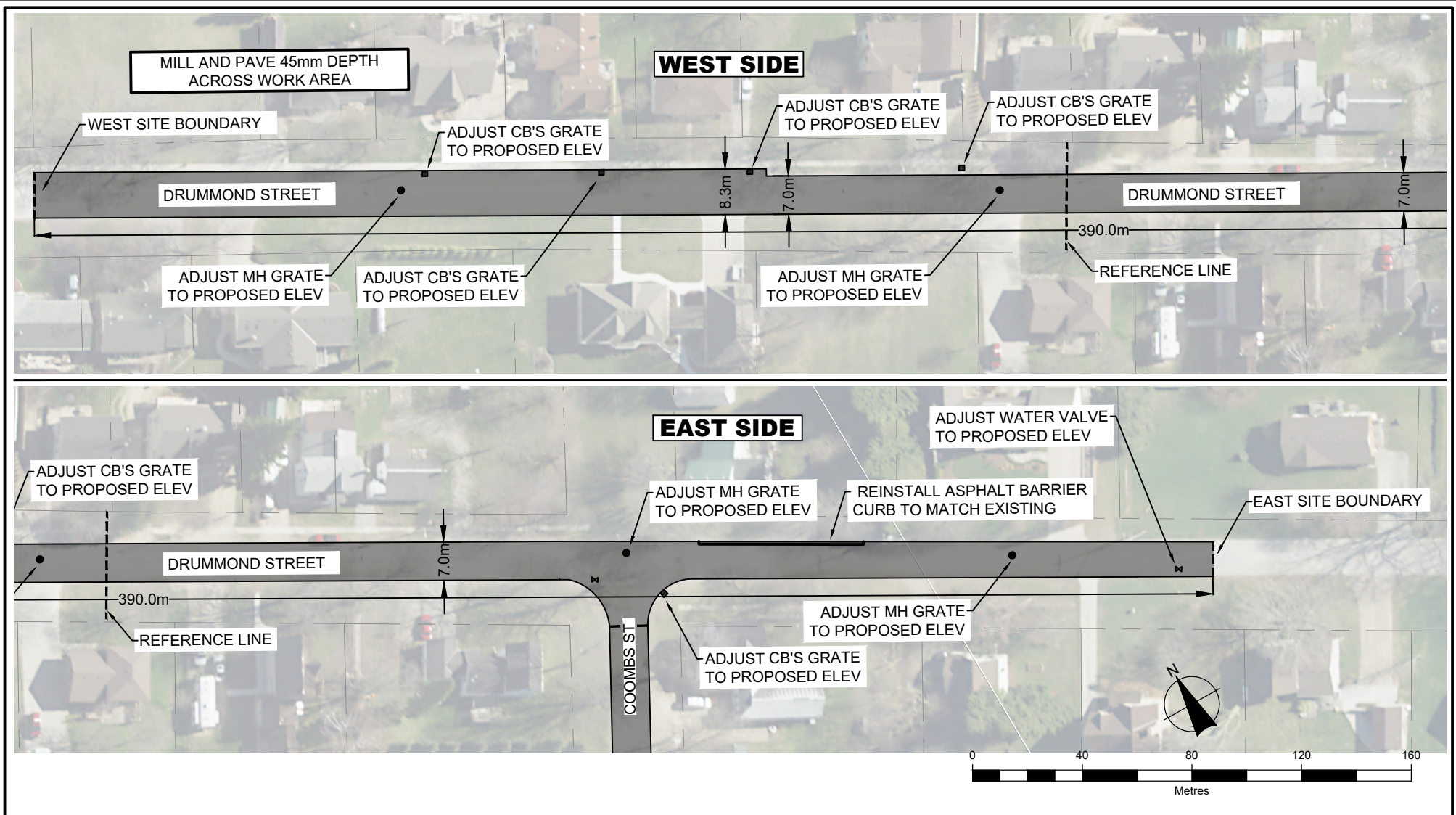


Figure Title  
**NORTH HURON 2026 RESURFACING  
 PROJECTS**  
 DRUMMOND ST.MILL-DEAD END PLAN

Client  
**TOWNSHIP OF NORTH HURON**

Drawn TH	Checked MMJ	Date 26/05/07
Scale 1:2000	Project No. 300061407	

Figure No.  
**B4**

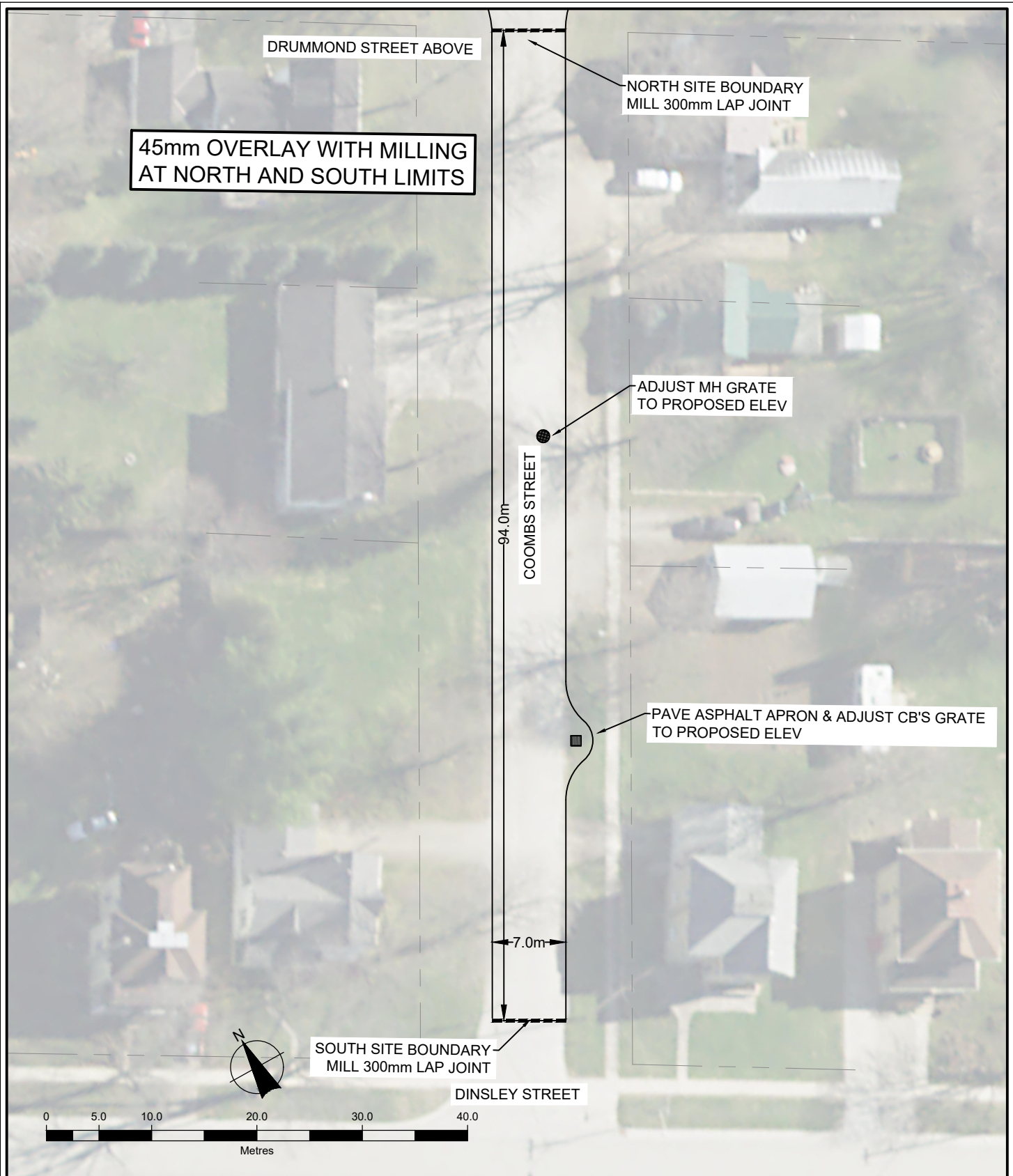


Figure Title  
**NORTH HURON 2026 RESURFACING  
 PROJECTS  
 COOMBS ST. PLAN**

Client  
**TOWNSHIP OF NORTH HURON**

Drawn TH	Checked MMJ	Date 26/05/07
Scale 1:500	Project No. 300061407	

Figure No.  
**B5**

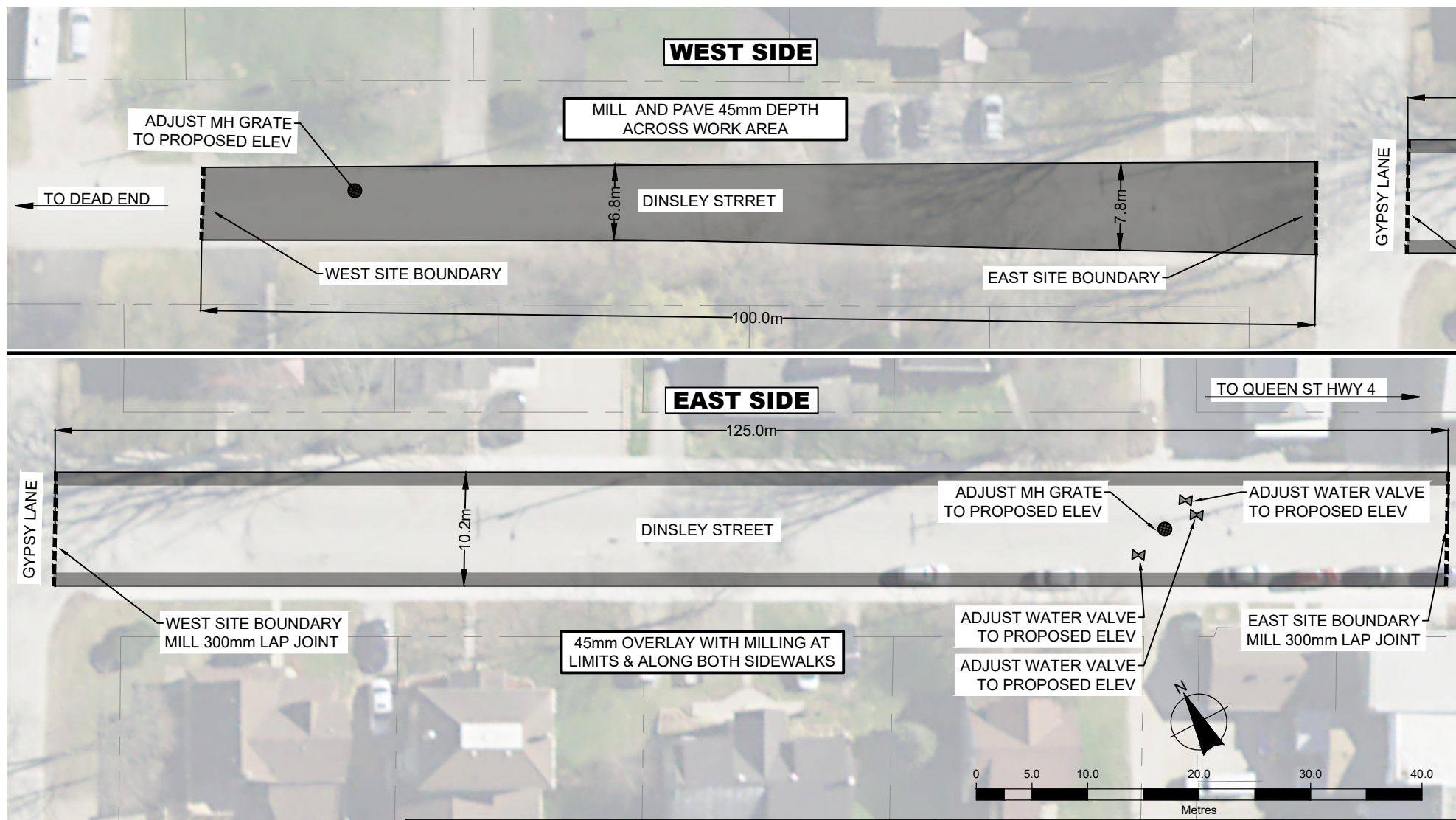


Figure Title

**NORTH HURON 2026 RESURFACING PROJECTS**

**DINSLEY STREET PLAN**

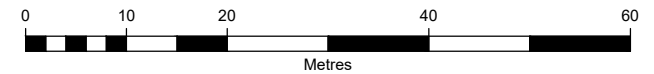
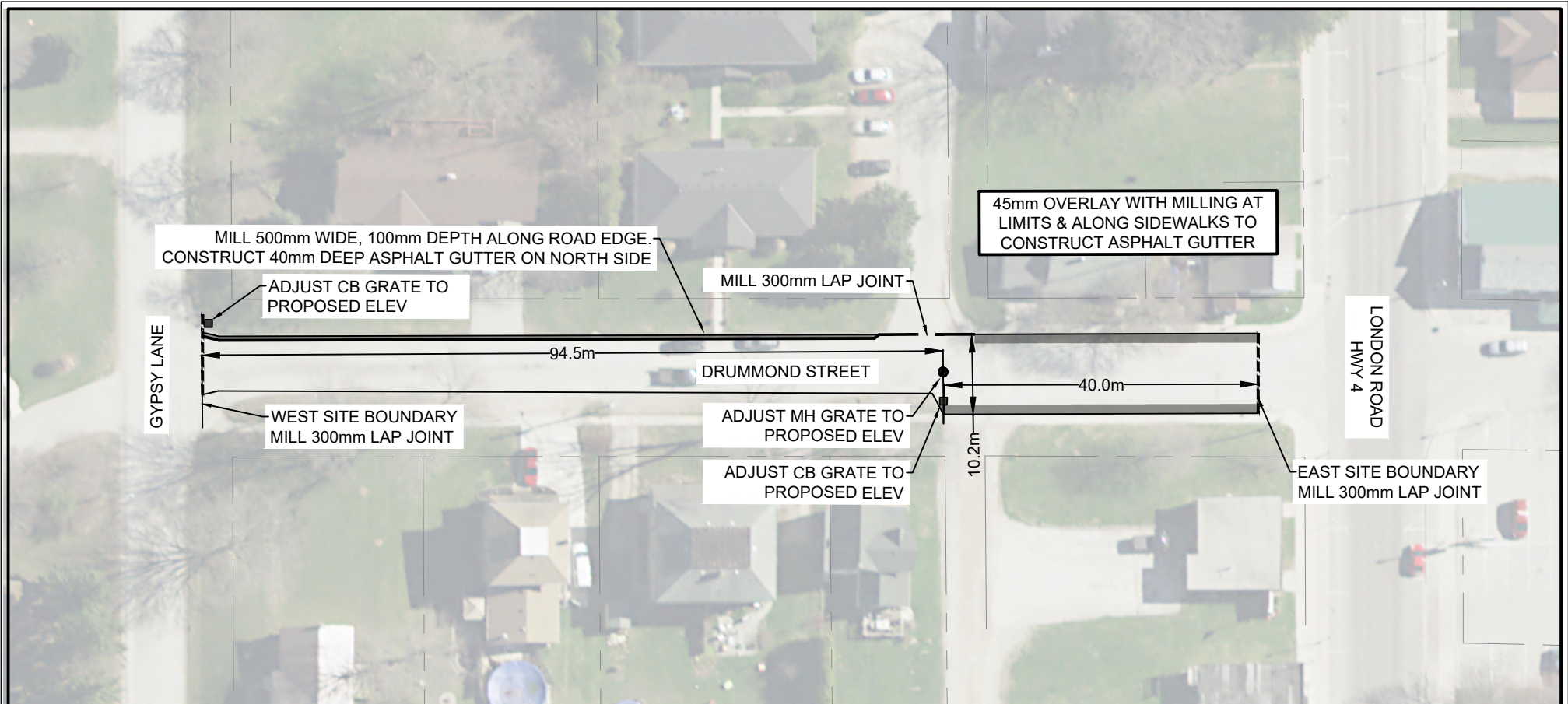
Client


**TOWNSHIP OF NORTH HURON**

Drawn	Checked	Date
TH	MMJ	26/05/07
Scale	Project No.	
1:500	300061407	

Figure No.

**B6**



		Figure Title		<p><b>NORTH HURON 2026 RESURFACING PROJECTS</b></p> <p>DRUMMOND ST. GYPSY-HWY4 PLAN</p>	
		Client	Drawn		Checked
<p><b>TOWNSHIP OF NORTH HURON</b></p>		TH	MMJ	26/05/07	<p>Figure No.</p> <p><b>B7</b></p>
		Scale	Project No.		
		1:500	300061407		



BURNSIDE

**Document F**

**Special Provisions**

**Index to Document F – Special Provisions**

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## **SCHEDULE A – GENERAL WORKS**

### **A1 MOBILIZATION / DEMOBILIZATION**

#### **Scope**

This specification covers mobilization and demobilization.

The Contractor is responsible for the cost associated with the transportation and or accommodation (meals and lodging) of labour, equipment, offices, conveniences, temporary facilities, construction plant and other items not required to form part of the permanent works and not covered by the other items in the Schedule of Unit Prices.

#### **Measurement for Payment**

No direct measurement for payment will be made for this item. The item shall be administered as a Lump Sum (LS).

#### **Basis of Payment**

Payment at the Contract price set out in the schedule of unit prices for mobilization and demobilization will be made as follows:

- Fifty percent (50%) payable on first Payment Certificate
- Fifty percent (50%) payable on the Substantial Performance Payment Certificate

### **A2 BONDING & INSURANCE**

#### **Scope**

This specification covers the requirements for the provision of the Performance Bond, Labour and Materials Payment Bonds and Liability Insurance.

#### **References**

Performance Bond, Labour and Materials Payment Bond and Liability Insurance shall be in accordance with The Agreement to Bond as submitted with the Bid and the insurance requirements in accordance with OPSS General Conditions of Contract and as set out elsewhere in this Contract. (Document D – Insurance Requirements).

#### **Measurement for Payment**

No direct measurement for payment will be made for this item. The item shall be administered as a Lump Sum (LS).

#### **Basis of Payment**

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

Payment will be made as follows:

- One hundred percent (100%) payable on first Payment Certificate.

### **A3 TRAFFIC CONTROL AND SIGNING**

The Contractor is to supply, place and maintain all traffic control measures, signing and Traffic Control Person's (TCP's), in conformance with OPSS.MUNI 706, the Ontario Traffic Manual (OTM), Book 7, "Temporary Conditions" and the Occupational Health & Safety Act (OHSA), Regulations 213/91 and 145/00 and shall include without limitation:

- Traffic Control Plan and Signing;
- Traffic Protection Plan;
- Traffic Control Administration and Coordination; and
- Daily Detailed Sign Inspection Log.

A daily detailed and legible sign inspection log must be maintained throughout the duration of all construction activities and must be provided to the Contract Administrator. An inspection log template and method of daily inspection must be provided to the Contract Administrator a minimum of five (5) days prior to mobilization to the site. Two (2) copies of the sign inspection log and backup information must be provided to the Contract Administrator before Substantial Performance can be awarded.

Failure to provide the sign inspection log as noted may result in an "Owner's Offset" equal to 10% of the work.

A traffic protection plan (TPP) must be provided to the Owner and Contract Administrator five (5) working days prior to the preconstruction meeting for review and approval. In addition, one copy of the approved TPP is to be kept posted in plain view within the site trailer / office at all times.

The Contractor shall also:

- Provide the Contract Administrator with a detailed description of the proposed traffic control equipment and procedures that they intend to use on this project;
- Schedule the Work so that there will be no open excavation adjacent to a lane carrying traffic overnight and on non-working days except where a traffic barrier designed to restrain errant vehicles is located between the traffic and the excavation;
- Provide, erect, and maintain signs, barricades, high visibility fencing, barriers and flashing lights, etc., as required by the Contract Administrator to properly warn the public approaching the Contract site. All signs and barricades shall be placed in accordance with the latest edition of the Ontario Traffic Manual (OTM) and the OTM Temporary Conditions;

- Provide snow fence or barricades in areas where there exists, in the opinion of the Contract Administrator, a danger to pedestrian or vehicular traffic as per the Occupational Health and Safety Act (OHSA);
- Provide Alternative Route / Way Finding Signs. Temporary way finding wood sign board shall consist of reflective sheeting / lettering and shall be 1.2 m x 2.4 m;
- Provide traffic control persons at each end of the closed road to assist the general public, employees, business owners and property owners with the most suitable way to access properties within the road closure area. These traffic control persons must be continuously present every day that construction activities are being performed;
- Materials shall not be stored within 3 m of the travelled portion of any roadway except where a traffic barrier designed to restrain errant vehicles is provided;
- Access shall be reopened to local traffic at the end of each working day and on weekends unless otherwise approved by the Contract Administrator;
- Maintain the traffic control signage in good order for the duration of the Contract, and to repair or replace if necessary;
- Employ an adequate number of qualified traffic control persons to direct traffic at any time during construction as necessary during the course of the Work and shall be properly attired in accordance with the most up to date version of the Occupational Health and Safety Act;
- Coordinate and provide updates to the Contract Administrator, Emergency Services and other services of construction activities to ensure the Fire, Police, Ambulance and School Bus services are aware of their activities or any change in schedule that will impact access; and
- Any remedial work shall be completed by the Contractor within 24 hours of being notified. Should the Contractor fail to comply, the Owner will arrange to have the Works completed and deduct all associated costs from the Contractor's payment.

Notwithstanding the foregoing, the Contractor shall, at the Contractor's expense, remove any vehicle, equipment, or material, which, in the opinion of the Contract Administrator, constitutes a traffic hazard or obstruction to maintenance operations.

Any reference in the contract to OTM shall be deemed to be the Ontario Traffic Manual (Books 5, 6, 7, 11 & 12). The Contractor shall comply with the applicable requirements of the Ontario Traffic Control Manual book(s).

There shall be no measurement for payment and the unit for payment shall be Lump Sum (LS). Payment at the Contract unit price shall be full compensation for all labour, equipment and materials.

For Progress Payment, 25% of the Contract Price will be paid at first Progress Certificate, with approval of the Contract Administrator, with the balance of payment prorated over the balance of the working period.

## **SCHEDULE B – ROAD RESURFACING**

### **B1 MILLING & PREPARING RIGHT OF WAY**

OPSS.MUNI 510

#### **Scope**

The scope of work includes the preparation of streets proposed to be resurfaced. The scope of work shall be in accordance with OPSS.MUNI 510 and shall include without limitation:

#### **Wingham Streets**

- a) **Shuter Street**, between James Street and Junction Place (approximately 90 m long x 8.6 m wide).
  - Milling 300 mm wide joints at project limits to match existing asphalt
  - Milling 300 mm wide joint at Junction Place and James Street intersection aprons.
  - Milling 1200 mm wide section along the east sidewalk.
  - Milling 300 mm wide strip at driveway (1).
  - Sawcut and remove asphalt around storm manhole at intersection of James and Shuter Street. Remove and replace frame and grate with catchbasin frame and grate (OPSD 400.020).
  - Adjusting all storm structures (1), sanitary structures (2) and water valves (2) as directed by the contract administrator within the project limits.
  - Sweep street.
  
- b) **Shuter Street**, between Patrick Street and Maple Street, including the Patrick Street intersection (approximately 117.5 m long x 9.5 m wide).
  - Mill 45 mm Patrick Street intersection and to limits on the Maple Street intersection (approximately 250 m<sup>2</sup>).
  - Milling 1200 mm wide section along the sidewalk on each side of the street.
  - Adjusting all storm structures (3), sanitary structures (3) and water valves (2) as directed by the contract administrator within the project limits.
  - Sweep street.
  
- c) **Shuter Street**, 30 m south of the Albert Street intersection to Albert Street Intersection (approximately 30 m long x 905 m wide).
  - Mill 45 mm depth on Shuter Street (approximately 285 m<sup>2</sup>).
  - Adjusting all storm structures (2) and water valves (1) as directed by the contract administrator within the project limits.
  - Sweep street.

- d) **Edward Street**, between Victoria Street and John Street (approximately 15 m long x 9 m wide).
- Mill 300 mm wide joints at proposed limits to match existing.
  - Milling 1200 mm wide section along the sidewalk on each side of the street.
  - Adjusting all storm structures (4), sanitary structures (1) and water valve (1) as directed by the contract administrator within the project limits.
  - Sweep street.
- e) **Farley Drive** between Victoria Street and David Street (approximately 100 m long x 9.5 m wide) and David Street from Farley Lane to Kerr Drive (approximately 50 m long x 9.0 m wide).
- Milling 45 mm existing asphalt across proposed resurfacing area.
  - Adjusting all storm structures (5), and water valve (1) as directed by the contract administrator within the project limits.

### **Blyth Streets**

- f) **North Street** between Queen Street and existing edge of pavement (approximately 205 m long x 6.3 m wide)
- Mill 300 mm wide lap joint at Queen Street limits.
  - Adjusting all sanitary structures (3) within the project limits.
  - Sweep street.
  - Placing Granular A following paving to tie in overlay to existing gravel road surface.
- g) **Drummond Street** between Queen Street and 221 Drummond Street (approximately 75 m long x 6.1 m wide) and Mill Street and 247 Drummond Street driveway (approximately 70 m long and 6.6 m wide).
- Mill 300 mm wide lap joint at Queen Street limits, entrance to Blyth Freshmart, new asphalt at 221 Drummond Street, Mill Street intersection, and east limit.
  - Sawcut and remove or mill 100 mm depth along road edge to prepare for asphalt curb and gutter (500 mm width min) along both sides. Compact base for construction of new gutter. Additional granular A material required to prepare for new gutter shall be paid under item C5.
  - Mill 1.8 m wide, 30 m long, 45 mm min depth along boulevard.
  - Adjusting all storm structures (2), sanitary structures (2) within the project limits.
  - Remove interlock driveway for 300 mm at 452 Mill Street and mill 300 mm lap joint at 241 Drummond Street. Re-grade gravel driveways to 238 and 244 as required.
  - Sweep street.

- h) **Drummond Street** between 247 Drummond Street and east end of Drummond (approximately 390 m long x 6.3 m-8 m wide).
  - Mill 45 mm depth across street within project area.
  - Adjusting all storm structures (5), sanitary structures (4) and water valves (1) within the project limits.
  
- i) **Coombs Street** between Drummond Street and Dinsley Street (approximately 94 m long x 7 m wide).
  - Mill 300 mm lap joint at project limits.
  - Adjusting all storm structures (5), sanitary structures (4) and water valves (1) within the project limits.
  - Sweep street.
  
- j) **Dinsley Street** between Queen Street and Gypsy Lane (approximately 125 m long x 10.2 m wide)
  - Mill 300 mm lap joint at project limits.
  - Mill 1200 mm along sidewalk on both sides of street.
  - Adjusting all sanitary structures (1) and water valves (2) within the project limits.
  - Sweep street.

### **Construction**

The contractor shall mill a depth of 45 mm in locations identified by the contract administrator. Cross fall to match existing roadway crossfall unless otherwise directed. Prior to paving, all surfaces (milled or surfaces for overlay) shall be swept and cleaned of dirt and debris. Existing structures are to be raised/lowered to meet the proposed finished grade.

Lap joints shall be milled on streets where overlay is completed to match into existing asphalt. Tack coat shall be applied at all joints.

### **Measurement for Payment**

No direct measurement for payment will be made for this item. The item shall be administered as a Lump Sum (LS) for each street section. Any padding or patching required shall be paid under Item D1 and D2.

### **B2 45 mm HL3 HOT MIX ASPHALT** OPSS.MUNI 310

### **Scope**

The scope of work includes the supply and placement of a 45 mm lift of HL3 on the streets to be resurfaced in accordance with OPSS.MUNI 310.

### **Wingham Streets**

- a) **Shuter Street**, between James Street and Junction Place (approximately 90 m long x 8.6 m wide).
- b) **Shuter Street**, between Patrick Street and Maple Street, including the Patrick Street intersection (approximately 117.5 m long x 9.5 m wide).
- c) **Shuter Street**, 30 m south of the Albert Street intersection to Albert Street Intersection (approximately 30 m long x 905 m wide).
- d) **Edward Street**, between Victoria Street and John Street (approximately 150 m long x 9 m wide).
- e) **Farley Drive** between Victoria Street and David Street (approximately 100 m long x 9.5 m wide), David Street from Farley Lane to Kerr Drive (approximately 50 m long x 9.0 m wide).

### **Blyth Streets**

- f) **North Street** between Queen Street and existing edge of pavement (approximately 205 m long x 6.3 m wide).
- g) **Drummond Street** between Queen Street and 221 Drummond Street (approximately 75 m long x 6.1 m wide) and Mill Street and 247 Drummond Street driveway (approximately 70 m long and 6.6 m wide). In addition to the 45 mm overlay on the travelled portion the contractor shall construct a mountable asphalt gutter that is a minimum of 500 mm wide and has minimum depth of 40 mm.
- h) **Drummond Street** between 247 Drummond Street and east end of Drummond (approximately 390 m long x 6.3 m-8 m wide).
- i) **Coombs Street** between Drummond Street and Dinsley Street (approximately 94 m long x 7 m wide).
- j) **Dinsley Street** between Queen Street and Gypsy Lane (approximately 125 m long x 10.2 m wide).

### **Design and Submission Requirements**

The contractor is responsible for the Mix Design and Job Mix Formula and copies are to be provided to the Contract Administrator a minimum of ten (10) days prior to paving operations.

The contract administrator and owner will coordinate the compaction and Marshall tests for asphalt placement. The Owner shall be responsible for the cost of the initial compaction testing. Any subsequent compaction testing shall be at the Contractor's expense.

### **Construction**

OPSS.MUNI 310.07 shall be amended to include the following:

OPSS.MUNI 310 Appendix 310-B is invoked to allow for adjustment based on the AC Price Index as displayed on the Ontario Asphalt Pavement Council website (<https://www.onasphalt.org/about/ac-index/>). Contractors should bid the hot mix asphalt item using the cost of the PGAC of \$ 1,368.78 tonne, which is the April 2026 index price. The AC Price Index is only a tool qualifying hot mix prices and is not intended as a standard AC price to be incorporated into the contract bid.

No asphalt shall be placed without the Contract Administrator on site.

Compaction adjacent to concrete curbs, barriers or other rigid features will have to be by hand tampers or vibrators. Every effort shall be made to ensure that compaction in these locations is equal to the rolled compaction results.

The Contractor shall be responsible for the performance of the asphalt sub-contractor and shall have a representative on site during all paving operations to ensure that all procedures and requirements are being followed. The paving sub-contractor shall not leave the site until all joints have been examined with a straight edge and a visual inspection of the asphalt is completed at joints and rigid structures.

The Contractor shall be held responsible for defects in the asphalt finish and profile smoothness. Where defects are observed the Contractor will be responsible to remedy the defects at their own costs. Alternately, the cost of corrective action will be deducted from the warranty holdback, or Contract amounts as required.

### **Measurement for Payment**

OPSS.MUNI 310.09.01.01 shall be amended to include the following: Measurement of asphalt will be made based on weigh scale tickets provided by the Contractor for material delivered and incorporated into the work as specified. The Contractor will not be paid for asphalt thickness beyond fifteen percent (15%) of the specified thickness on the drawings unless approved by the Contract Administrator.

### **Basis of Payment**

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

## **SCHEDULE C – WINGHAM PUBLIC WORKS YARD**

### **C1 PREPARING BASE**

OPSS.MUNI 510

#### **Scope**

The scope of Work shall be in accordance with OPSS.MUNI 206 and OPSS.MUNI 510 and shall include, without limitation:

- Milling 300 m wide joints to match existing asphalt.
- Fine grading prior to asphalt placement.
- Compaction of the base with vibratory smooth drum roller prior to placing asphalt.

The Township staff will relocate all existing fencing, remove trees, relocate concrete waste blocks, remove concrete pads, strip topsoil and complete the rough grading for the yard. Any Granular A required to fine grade to meet design elevations will be paid under item D5. The existing bollards around the fuel tank and building are to remain and the contractor shall repair if any damage caused during construction. Any excess material shall be stockpiled on site in a location approved by the contract administrator.

### **C2 HOT MIX ASPHALT FOR YARD**

OPSS.MUNI 310

#### **Scope**

OPSS.MUNI 310.01 shall be amended to include the following:

- This specification sets out the requirements for the provision of HMA base and surface courses.
- This specification sets out the requirements for the provision of a 50 mm lift of HL8 and 40 mm lift of HL3 across the yard area.
- Base and surface asphalt shall be graded as indicated on the Contract Drawings.
- Asphalt works shall be scheduled such that there is one (1) day between lifts.

#### **Design and Submission Requirements**

The contractor is responsible for the Mix Design and Job Mix Formula and copies are to be provided to the Contract Administrator a minimum of ten (10) days prior to paving operations.

#### **Materials**

OPSS.MUNI 310.05 shall be amended to include the following:

In accordance with OPSS.MUNI 1101, Zone 3 requirements PGAC 58 - 28 shall be used for HL-3 and HL-8 mixes.

### **Construction**

OPSS.MUNI 310.07 shall be amended to include the following:

OPSS.MUNI 310 Appendix 310-B is invoked to allow for adjustment based on the AC Price Index as displayed on the Ontario Asphalt Pavement Council website (<https://www.onasphalt.org/about/ac-index/>). Contractors should bid the hot mix asphalt item using the cost of the PGAC of \$ 1,368.78 tonne, which is the April 2026 index price. The AC Price Index is only a tool qualifying hot mix prices and is not intended as a standard AC price to be incorporated into the contract bid.

No asphalt shall be placed without the Contract Administrator on site.

Compaction adjacent to concrete curbs, barriers or other rigid features will have to be by hand tampers or vibrators. Every effort shall be made to ensure that compaction in these locations is equal to the rolled compaction results.

The Contractor shall be responsible for the performance of the asphalt sub-contractor and shall have a representative on site during all paving operations to ensure that all procedures and requirements are being followed. The paving sub-contractor shall not leave the site until all joints have been examined with a straight edge and a visual inspection of the asphalt is completed at joints and rigid structures.

The Contractor shall be held responsible for defects in the asphalt finish and profile smoothness. Where defects are observed the Contractor will be responsible to remedy the defects at their own costs. Alternately, the cost of corrective action will be deducted from the warranty holdback, or Contract amounts as required.

### **Measurement for Payment**

OPSS.MUNI 310.09.01.01 shall be amended to include the following:

Measurement of asphalt will be made based on weigh scale tickets provided by the Contractor for material delivered and incorporated into the work as specified. The Contractor will not be paid for asphalt thickness beyond fifteen percent (15%) of the specified thickness on the drawings.

## **SCHEDULE D – PROVISIONAL**

### **D1 ASPHALT FOR PADDING & PATCHING**

OPSS.MUNI 310

#### **Scope**

The scope of work includes the supply and placement of a 15 mm skim coat pad to correct crossfall and profile deficiencies or fill minor depressions or 50 mm base asphalt pad in areas identified by the contract administrator prior to completing the surface coat. The expected pad and patch locations and sizes have been estimated but will be finalized during construction based on field conditions and contractor input.

#### **Measurement for Payment**

Measurement for payment will be per metric tonne of HL3 asphalt used to pad or patch. The minimum pad size will be 2 m x 3 m and the minimum patch will be 1 m x 1 m.

Areas for padding or patching will be marked out ahead of construction. All areas for padding or patching shall be approved by the contract administrator or owner prior to completing. An estimated 50 tonnes of asphalt is estimated to be required for the streets in the base-bid work.

#### **Basis for Payment**

Payment at the Contract Unit Price shall be full compensation for all labour, equipment, and materials required to do the work.

### **D2 50 mm ASPHALT PATCH**

OPSS.MUNI 310

#### **Scope**

The scope of work includes the sawcut and removal of 50 mm thickness of asphalt identified as requiring repair and placement of 50 mm of HL3 prior to completing the surface coat. The expected patch locations and sizes have been estimated but will be finalized during construction based on field conditions and contractor input.

#### **Measurement for Payment**

Measurement for payment will be per square meter of asphalt pad. The minimum pad size will be 1 m x 1 m. Areas for patching will be marked out ahead of construction. All areas for patching shall be approved by the contract administrator or owner prior to completing. An estimated 100 m<sup>2</sup> of patching is estimated to complete the streets in the base-bid work.

### **Basis for Payment**

Payment at the Contract Unit Price shall be full compensation for all labour, equipment, and materials required to do the work.

### **D3 DINSLEY STREET: GYPSY LANE TO DEAD END**

OPSS.MUNI 310 & 510

### **Scope**

The scope of work includes:

- a) Milling 45 mm depth for 100 m length x 7.8 m - 6.8 m width between the Gypsy Lane intersection and the west edge of the driveway on 149 Dinsley Street. Adjust any structures as required.
- b) Supply and placement of a 45 mm lift of HL3 in accordance with OPSS.MUNI 310

### **Measurement for Payment**

- a) No direct measurement for payment will be made for this item. The item shall be administered as a Lump Sum (LS).
- b) Measurement of asphalt will be made based on weigh scale tickets provided by the Contractor for material delivered and incorporated into the work as specified. The Contractor will not be paid for asphalt thickness beyond fifteen percent (15%) of the specified thickness on the drawings unless approved by the Contract Administrator.

### **Basis for Payment**

Payment at the Contract Unit Price shall be full compensation for all labour, equipment, and materials required to do the work.

### **D4 DRUMMOND STREET: QUEEN STREET TO GYPSY LANE**

OPSS.MUNI 310 & 510

### **Scope**

The scope of work includes:

- a) The milling and preparation includes:
  - Milling 45 mm depth, 1.2 m wide along sidewalk on both sides of street between Queen Street and Lane (approximately 40 m).
  - Milling 300 mm lap joint at limits and to lane to parking.
  - Mill 100 mm depth, 500 mm wide along north edge to prepare for construction of an asphalt gutter. Existing sections of gutter to be removed by milling or other methods. Compact area for construction of new asphalt gutter. Additional granular A material required to prepare for new gutter shall be paid under item C5.
  - Remove asphalt/concrete around existing basins and prepare for new asphalt aprons.

- Adjust all storm structures (3) and sanitary structures (1) to match final grade
- b) Supply and placement of a 45 mm lift of HL3 in accordance with OPSS.MUNI 310.

### **Measurement for Payment**

- a) No direct measurement for payment will be made for this item. The item shall be administered as a Lump Sum (LS).
- b) Measurement of asphalt will be made based on weigh scale tickets provided by the Contractor for material delivered and incorporated into the work as specified. The Contractor will not be paid for asphalt thickness beyond fifteen percent (15%) of the specified thickness on the drawings unless approved by the Contract Administrator.

### **Basis for Payment**

Payment at the Contract Unit Price shall be full compensation for all labour, equipment, and materials required to do the work.

### **D5 GRANULAR A (PROVISIONAL)**

OPSS.MUNI 314

#### **Scope**

OPSS.MUNI 314.01 shall be amended to include the following:

The work administered under this item includes:

- The Granular 'A' material required to fine grade yard area or on streets in the proposed asphalt gutter locations or as otherwise directed by the contract administrator. Contractor shall make every effort to re-use existing granular material on site to shape the base.

#### **Quality Assurance**

OPSS.MUNI 314.08 shall be amended to include the following:

The Owner shall be responsible for the cost of the initial compaction testing. Any subsequent compaction testing shall be at the Contractor's expense.

Non-conforming material that has been incorporated into the work shall be removed at no additional cost to the Owner and replaced with conforming material, or subjected to a payment reduction, as determined by the Contract Administrator.

#### **Construction**

Granular A that becomes contaminated due to the Contractor's activity shall be removed and replaced at no extra cost to the Contract.

## **D6 CONTINGENCY ALLOWANCE**

### **Scope**

The Lump Sum contingency allowance has been predetermined by the Contract Administrator to cover the costs associated with unforeseen or additional work required to complete the project.

### **Measurement for Payment**

In the event that the contingency is not used, the full amount or any unused amount will be deducted from the total contract price.



BURNSIDE

**Document G**

**Articles of Agreement**

**G. ARTICLES OF AGREEMENT**

**North Huron Resurfacing Projects  
Contract No. PW-11-2026**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

BY AND BETWEEN:

.....  
(herein and throughout the Contract Documents  
called the "Contractor")

- and -

.....  
(herein and throughout the Contract Documents  
called the "Owner")

WITNESSETH

That the Owner and the Contractor in consideration of the fulfilment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

**ARTICLE I**

- (a) This Agreement applies to the supply of all labour, material and equipment necessary to complete the Work as set out in this Contract.
- (b) This Agreement, together with the documents listed in clause 3.2 of Document A of the Bid Documents constitute the "Contract" and are to be read herewith and form part of the Contract as fully and completely to all intents and purposes as though all the stipulations thereof had been embodied herein.
- (c) The date from which this Contract is to be in force is the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

- (d) Interest
- (i) Subject to GC 8.02.04.09, Interest for Late Payment and GC 8.02.04.10, Interest for Negotiations and Claims, should either party fail to make payments as they become due under the terms of the Contract or in an award by arbitration or court, interest at a variable nominal rate per annum equal on each day to the Bank Rate then in effect plus one and one-half percent (1.5%) on the outstanding payment shall also become due and payable until payment.
  - (ii) Subject to GC 8.02.04.09, Interest for Late Payment and GC 8.02.04.10, Interest for Negotiations and Claims, interest shall apply at the rate and in the manner prescribed by the preceding section on the amount of any claim advanced and for which the Contractor is thereafter entitled to payment, either pursuant to Section GC 3.13 of the General Conditions of Contract, or otherwise, from the date the amount would have been due and payable under the Contract, had it not been in dispute, until the date it is paid.
- (e) The Contract supersedes all prior negotiations, representations, or agreements, either written or oral, relating in any manner to the Work, including the Bid Documents that are not expressly listed as forming part of the Contract Documents. The Contract may be amended only as provided in the Contract Documents. The Contract Documents shall enure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.
- (f) Notwithstanding any other provision(s) in the Contract Documents, in the event of a pandemic, as declared by the World Health Organization, the terms put forth in this subsection will take precedence and apply to this Contract. Should circumstances arise due to a pandemic which significantly frustrate the Contractor's ability to perform and/or complete the Work, to a degree which, in the sole judgement of the Contract Administrator (in consultation with the Owner and the Contractor), renders continuation of the Work substantially inefficient or impractical and/or completion of the Work impossible, then the Owner may suspend the Work or terminate the Contract, as appropriate under said circumstances.

In the event of a Work suspension, the duration of which would be initially determined and subsequently adjusted as necessary by the Contract Administrator (in consultation with the Owner and the Contractor), the Contractor will be reimbursed by the Owner for reasonable direct costs associated with the suspension (e.g., demobilization/remobilization costs, directly related administrative costs, other specific/direct costs as approved by the Contract Administrator). Consequential/indirect costs or losses

incurred by the Contractor and all subcontractors/suppliers (e.g., loss of profit, loss of opportunity, business impact costs, special or any other incidental/indirect/consequential cost or loss) are excluded from consideration for reimbursement by the Owner in their entirety. The Contract Administrator, in a fair and balanced manner, will be the sole arbiter with respect to determination of qualifying direct costs and excluded indirect/consequential costs. The Contract Time shall be extended for a period of time matching the duration of the suspension, at a minimum, or such longer period of time as deemed appropriate by the Contract Administrator to account for schedule inefficiencies associated with suspending and restarting the Work.

In the event of Contract termination, the Contractor will be reimbursed by the Owner for reasonable direct costs associated with the termination (e.g., payment for all Work performed up to the date of termination as verified by the Contract Administrator, directly related administrative costs, material restocking fees, full payment for materials which cannot be returned/restocked, demobilization, direct subcontract cancellation costs – excluding all associated consequential/indirect costs or losses incurred by subcontractors and suppliers, other specific/direct costs as approved by the Contract Administrator). Consequential/indirect costs or losses incurred by the Contractor and all subcontractors/suppliers (e.g., loss of profit, loss of opportunity, business impact costs, special or any other incidental/indirect/consequential cost or loss) are excluded from consideration for reimbursement by the Owner in their entirety. The Contract Administrator, in a fair and balanced manner, will be the sole arbiter with respect to determination of qualifying direct costs and excluded indirect/consequential costs.

(g) Construction Act (Ontario Amendments (Effective January 1, 2026))

**1 Precedence and Compliance:**

- i. **Precedence:** This Articles of Agreement clause governs the administration of hold back, lien rights, prompt payment, proper invoices, adjudication, and statutory notices for the Contract and prevails over all other provisions in the Bid/Contract Documents, including supplementary conditions, specifications, and drawings, to the extent of any inconsistency.
- ii. **Statutory Compliance:** The Parties shall perform the Work in full compliance with Ontario's *Construction Act* and its regulations as amended and proclaimed effective **January 1, 2026**, including amendments introduced by the Building Ontario For You Act (Bill 216) and refined by the Fighting Delays. *Building Faster Act*. 2025 (Bill 60).

**2 Mandatory Annual Release of Basic Holdback**

- i. **Annual Obligation:** For Contracts extending beyond one (1) year, the Owner shall release the **accumulated basic holdback annually** (the "Annual Holdback Release"). This is a statutory

requirement and is **not optional**.

- ii. **Notice and Timing:** Within **fourteen (14) days** after each anniversary of the Contract Date, the Owner shall **publish a Notice of Annual Release of Holdback** in the prescribed form on a designated construction trade news website. Payment of the annual hold back shall be made **no earlier than sixty (60) days** and **no later than seventy-four (74) days** after publication, provided no preserved or perfected lien remains outstanding in that period.
- iii. **Flow-Down:** Upon receipt of an annual holdback payment, the Contractor shall release the applicable annual hold back to its first-tier Subcontractors **within fourteen (14) days**, and each lower tier shall do likewise **within fourteen (14) days**, except to the extent prohibited by a preserved or perfected lien in the immediate tier.
- iv. **No Set-Off of Holdback Post-Termination/Abandonment:** Where a contract or subcontract is abandoned or terminated, holdback amounts **shall not** be used as set-off to obtain substitute services or satisfy claims **until all potential liens against that holdback are resolved**.

### **3 Lien Rights and Expiry**

- i. **No Annual Lien Expiry:** The Annual Holdback Release **does not** extinguish lien rights. The prior proposal to align holdback release with **annual lien expiry** has been **removed**; standard lien expiry provisions under section 31 of the Act continue to apply.
- ii. **Notice of Termination:** If the Contract is terminated, the Party whose lien rights are subject to expiry (including the Owner or Contractor, as applicable) shall **publish a Notice of Termination within seven (7) days**. For statutory purposes, **the date of termination is deemed to be the date of first publication**, without prejudice to any Party's right to contest the validity of termination.

### **4 Statutory Notices and Publication**

- i. **Designated Platforms:** All statutory notices under the Act (including, without limitation, the **Notice of Annual Release of Holdback**) shall be published on a **designated construction trade news website** in accordance with **0. Reg. 304/18** (currently including Daily Commercial News, Link2Build, and Ontario Construction News).
- ii. **Forms:** The **prescribed form** for the Notice of Annual Release of Holdback (Form 6, as amended) shall be used for compliance with section 26 of the Act, as modified by the 2026 amendments.

## **5 Proper Invoices and Prompt Payment**

- i. **Expanded Proper Invoice Content:** A **proper invoice** includes the statutory minimum content **and** any **additional information reasonably required** for the Owner's accounts-payable system, as contemplated by the amended Act.
- ii. **Deemed Proper Invoice:** An invoice that does not strictly comply with formal content requirements shall be **deemed a proper invoice** unless the Owner **notifies the Contractor in writing of deficiencies within seven (7) days** of receipt, which notice shall detail the missing or non-conforming information.
- iii. **Tender Alignment:** The Parties acknowledge that the Owner may specify reasonable additional content requirements for proper invoices in the Bid Documents, provided such requirements are consistent with the amended Act.

## **6 Adjudication; Combined Proceedings**

- i. **Adjudication Scope and Process:** The Parties reaffirm their obligations to participate in **interim adjudication** under the *Act*. The 2026 amendments refine adjudication procedures and clarify interaction with payment and notice timelines without altering the core availability of adjudication introduced in prior reforms.
- ii. **Combined Lien and Trust Claims:** As permitted by amended **0. Reg. 302/18, lien and trust claims may be combined** in a single proceeding where they arise from the same or related facts.

## **7 Transitional Rules**

- i. **New Contracts:** For Contracts **entered into on or after January 1, 2026**, the Annual Holdback Release applies **on the first contract anniversary** and annually thereafter.
- ii. **Existing Contracts:** For Contracts entered into before **January 1, 2026**, the Annual Holdback Release applies beginning on the **second contract anniversary after January 1, 2026**, at which time all accrued hold back to that date shall be released, followed by annual releases thereafter.

## **8 No Waiver of Statutory Rights; Conflict**

- i. **No Waiver:** No provision of the Bid Documents shall be construed to **waive, limit, or contract out of** rights, remedies, or obligations imposed by the Act and its regulations, as amended.
- ii. **Conflict Resolution:** In the event of conflict between this clause and any other part of the Bid/Contract Documents, this clause **governs**. In the event of conflict between this clause and the Act, the **Act governs**.

## ARTICLE II

### THE CONTRACTOR UNDERTAKES AND AGREES:

- (a) To do all the work and furnish all the labour, equipment, materials, tools, plant, appliances and transportation necessary or proper for the performing and completing of the Work, as set forth in the Contract Documents, and in the manner and within the time specified in the Contract Documents and otherwise do and fulfill everything indicated by the Contract Documents.

The Contract Documents are intended to cover and provide for proper completed work in all respects, and everything necessary to carry out this intent which may reasonably be implied from the Contract Documents must be done by the Contractor, even if not explicitly referred to.

- (b) The Contractor shall guarantee the Work free from any defects in materials and workmanship under normal operating conditions throughout the Warranty Period as defined in the Contract.
- (c) The decision of the Contract Administrator is to be final and binding on the Contractor and the Owner as to the nature and cause of any defects and deficiencies in the Work and as to the remedy required for each and as to which party shall bear the cost of such remedy. Failure to comply with the directions of the Contract Administrator within forty-eight (48) hours after written notice may result in the Contract Administrator having the work performed by others and the cost thereof being deducted from the amount due to the Contractor.
- (d) To furnish the following:
- i) Performance Bond and Labour and Materials Payment Bond each in the amount of one hundred percent (100%) of the Total Bid Price (per Appendix “G” of Document B) including HST, or an acceptable Letter of Credit Security (or alternate security, if applicable).
  - ii) Evidence of all Insurance required by the Contract Documents.
  - iii) Current Clearance Certificate from the Workplace Safety & Insurance Board (WSIB).
- (e) The Contractor hereby acknowledges and agrees that the cost of any item of work reasonably inferred to be necessary for proper completion of the Work yet not specifically listed in the Schedule of Unit Prices is considered to be incorporated in the prices that are listed in Schedule of Unit Prices. The Contractor further acknowledges and agrees that the prices listed in Schedule of Unit Prices include, without limitation, duties, taxes, tariffs,

- royalties, permits, customs, insurance, bonds, handling, transportation, overhead, profit and all other charges and expenses in effect at the time of bid submission, except only for the Value Added Tax.
- (f) The Contractor also acknowledges and agrees that:
- (i) The estimated quantities in the Schedule of Unit Prices are only approximate and are not a representation, warranty or guarantee of the number of units of each item that will be a part of the Work and the measured quantities of completed work or materials may vary from such estimated quantities. Such variation will not invalidate the Contract or the prices in Schedule of Unit Prices and the Owner shall have no liability or obligation to the Contractor in regard to such variation including, without limitation, incidental, consequential, direct, loss of profits, loss of opportunity, loss of good will, loss of revenue, special or other damages.
  - (ii) With the exception of the lump sum amounts for completed items set out in Schedule of Unit Prices, payment will only be made for the actual measured quantities of completed work performed or materials furnished as a part of the Work, as determined in accordance with the Contract Documents.
- (g) These amounts may be subject to adjustments as provided for in the Contract Documents.
- (h) As such payments become due, the Contractor shall, in accordance with the terms of its agreements with any Subcontractors, pay all of its Subcontractors in full on account of work properly performed or Materials properly supplied, as applicable, less any holdback monies retained in compliance with the *Construction Act* (Ontario).

### ARTICLE III

#### THE OWNER UNDERTAKES AND AGREES:

- (a) The Owner shall pay Contractor, for the performance of the Work, in accordance with the Contract Documents, the following:
  - (i) for the completed lump sum components of the Work, the lump sum amounts set out in Schedule of Unit Prices; and
  - (ii) for the completed unit price components of the Work, the aggregate amount of the actual number of units of measurement of each item multiplied by the appropriate unit price that is set out in the Schedule of Unit Prices.
- (b) Subject to, and in accordance with, the provisions of the Contract Documents, and the *Construction Act* (Ontario), the Owner shall:
  - (i) Make monthly progress payments to the Contractor on account of the Work performed when due in the amount verified by the Contract Administrator together with such Value Added Taxes as may be applicable to such amount verified by the Contract Administrator;
  - (ii) Retain both the 10% Statutory Holdback plus a 2.5% Warranty Holdback from all Contact Payments.
  - (iii) Upon Substantial Performance of the Work, and upon expiration of the lien period and satisfaction of the Contract and *Construction Act* requirements, pay to the Contractor the 10% Statutory Holdback, as modified by annual Holdback release for multi-year Contracts (If applicable).
  - (iv) Upon expiry of the Warranty period, rectification of all deficiencies, and required completion of incomplete work, pay to the Contractor the 2.5% Warranty Holdback.

#### **ARTICLE IV**

All communications in writing between the parties or between them and the Contract Administrator shall be deemed to have been received by the addressee if sent to:

The Contractor at:

"[Contractor Name]"

"[Attention]"

"[Street No & Name]"

"[City & Province]" "[Postal Code]"

Or by email "[email address]"

- and to the Owner at:

Township of North Huron

Kevin Watson

274 Josephine Street, PO Box 90

Wingham ON N0G 2W0

Or by email KWatson@northhuron.ca

- and to the Contract Administrator at:

R.J. Burnside & Associates Limited

Maisy Jefferson

449 Josephine Street, PO Box 10

Wingham ON N0G 2W0

Or by email maisy.jefferson@rjburnside.com

**ARTICLE V**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, executors, administrators and assigns. Note that the use of seals, while encouraged when available, is not mandatory.

IN WITNESS WHEREOF the Contractor and the Owner have respectively affixed their corporate seals and the hands of their proper officers on or about the day and year first above written.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
For the Contractor/Signature & Seal

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
For the Owner/Signature & Seal

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Witness