

# CITY OF WINDSOR GENERAL CONDITIONS

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## GC 1      INTERPRETATION

### GC 1.01      Captions

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

### GC 1.02      Gender and Singular References

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 1.03      Definitions

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context requires otherwise:

*"ENGINEER"*

the City Engineer or his/her representative placed in responsible charge of the work by the City of Windsor.

*"SITE REPRESENTATIVE"*

Authorized assistants of the Engineer such as construction inspector, quality control inspectors, maintenance supervisors, who are assigned to inspect the materials and workmanship in whole or in part, entering in the work.

*"PLANS"*

the official plan, profiles, cross-section and other drawings, or reproductions of the same which show the location, dimensions and details of the work to be done.

*"SPECIFICATIONS"*

the directions, requirements, etc., pertaining to the method or manner of performing the work and to the qualities of the materials to be furnished for the work.

*"PROPOSAL"*

the offer of the bidder, filed with the Purchasing Manager.

*"CONTRACT"*

the agreement entered into between the Contractor and the Corporation of the City of

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	Windsor for the work described therein in accordance with these specifications.
<i>"CONTRACT DOCUMENTS"</i>	consists of the Agreement, Form of Tender, Form of Bond, General Conditions, the Drawings and the Specifications, together with the Schedule of Unit Prices, Instructions to Tenderers, and any modifications thereof, incorporated in the documents before their execution.
<i>"CITY" OR "CORPORATION"</i>	the Corporation of the City of Windsor.
<i>"TENDERER"</i>	a person, firm, or company who submits a tender for these works, which tender is subsequently accepted.
<i>"CONSTRUCTOR"</i>	means, for the purpose of, and within the meaning of the Occupational Health & Safety Act, R.S.O. 1980, C.321 and amendments thereto, the contractor who executes the contract.
<i>"CONTRACTOR"</i>	a person, firm, or company who submits a tender for these works, which tender is subsequently accepted.
<i>"WORKS"</i>	the works described in these tender documents for either or both supply, and installation or construction.
<i>"BASE"</i>	means a layer of material of specified type and thickness placed immediately below the pavement, driving surface, finished grade, curb and gutter or sidewalk.
<i>"CONTRACT TIME"</i>	means the time stipulated in the Contract Documents for Substantial Performance of the Work, including any extension of Contract Time made pursuant to the Contract Documents.
<i>"DAILY WORK RECORDS"</i>	mean daily records kept 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.
<i>"EARTH GRADE"</i>	means the earth surface, whether in cut or fill, as prepared for the Base or Sub-base.

<b><i>“EQUIPMENT”</i></b>	means all machinery and equipment used for preparing, fabricating, conveying or erecting the work and normally referred to as construction machinery and equipment.
<b><i>“EXTRA WORK”</i></b>	means work not provided for in the Contract as awarded but considered by the Engineer essential to the satisfactory completion of the Contract within its intended scope.
<b><i>“ADDITIONAL WORK”</i></b>	means work not provided for in the Contract and not considered by the Engineer to be essential to the satisfactory completion of the Contract within its intended scope.
<b><i>“HAND TOOLS”</i></b>	means tools that are commonly called tools or implements of the trade and include small power tools. Individually, a tool will be considered as a Hand Tool where the maximum cost is \$250.00.
<b><i>“HAUL ROAD”</i></b>	means any public road excluding the road under contract, which forms part of a materials haul route.
<b><i>“MAJOR ITEM”</i></b>	means any tender item that has a value, calculated on the basis of its actual or estimated tender quantity whichever is the larger, multiplied by its tender unit price, which is equal to or greater than the lesser of: <ul style="list-style-type: none"> <li>a) \$100,000. Or</li> <li>b) 5% of the total tender value calculated on the basis of the total of all the estimated tender quantities and the tender unit prices.</li> </ul>
<b><i>“OWNER”</i></b>	means the party to the Contract for whom the Work is being performed, as identified in the Agreement.
<b><i>“PAVEMENT”</i></b>	means a wearing course or courses placed on the Roadway and consisting of asphaltic concrete, portland cement concrete, or plant or road mixed mulch.
<b><i>“PROFILE GRADE”</i></b>	means the required elevation of the surface of the Base.
<b><i>“ROAD ALLOWANCE”</i></b>	means the lands acquired at any time for use as

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	a Highway.
<b>"ROADBED"</b>	means that part of the Work which is designed to support the wearing surface and shoulders of the Roadway.
<b>"ROADWAY"</b>	means that part of the Highway designed or intended for use by vehicular traffic and includes the shoulders.
<b>"SHOULDER"</b>	means that portion of the Roadway between the edge of the wearing surface and the top inside edge of the ditch or fill slope.
<b>"SPECIAL PROVISIONS"</b>	means special directions containing requirements peculiar to the Work.
<b>"STANDARD SPECIFICATION"</b>	means a standard practice required and stipulated by the Owner for performance of the work.
<b>"SUBBASE"</b>	means a layer of material of specified type and thickness between the Subgrade and the Base.
<b>"SUBCONTRACTOR"</b>	means a person, partnership or corporation undertaking the execution of a part of the Work by virtue of an agreement with the Contractor.
<b>"SUPERINTENDENT"</b>	means the Contractor's authorized representative in responsible charge of the Work.
<b>"WORK"</b>	means the total construction and related services required by the Contract Documents.
<b>"WORKING AREA"</b>	means all the lands and easements owned or acquired by the Owner for the construction of the Work.

## **GC 2 CONTRACT DOCUMENTS**

### **GC 2.01 GENERAL**

The works shall be constructed as called for in the specifications and as shown on the Contract Drawings.

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GC 2.02 ACCURACY OF DRAWINGS AS TO LOCATIONS OF STRUCTURES AND UTILITIES

- i. The Corporation does not assume any responsibility for the correctness, accuracy or completeness of the Drawings, with respect to the location of existing structures, utilities, services, pipes, catchbasins, manholes, chambers or other objects (man made or natural) above the ground, on the surface and/or accessible from the surface and should the Drawings be found to be incorrect or incomplete, the Contractor shall not have any claim on this account.
- ii. The Corporation does not warrant the exact location of any utility or other subsurface condition that is identified in the Drawings. The Contractor will be responsible for all locates to identify exact locations of any utility or other subsurface condition that is identified within the limits of construction. The Contractor shall not be responsible for any utility or other man-made obstruction that is not identified in the Drawings or described in the specifications, if the presence and/or location of the obstruction could not be identified by site inspection made by the Contractor in accordance with these General Conditions.

GC 2.03 SOUNDINGS, BORINGS & INSPECTION OF SITE

- i. The Tenderer shall be required to carry out all the necessary site investigation to arrive at his Total Tender Price for this Contract and under no circumstances will he, as the Contractor, be entitled to receive any extra payment because he may have neglected to investigate the site or because he may encounter ground conditions which he might have thought were not present. He shall satisfy himself; as to the nature of the soil, the bearing capacity and other physical characteristics as well as the location of various earth and rock strata, ground water level, etc. He shall be entirely responsible for determining all of the necessary information relevant to the construction of the Works and he shall not hold the Corporation liable for any item in this regard. He shall verify all matters concerning access to the work, power supplies, location of existing services, utilities, etc., prior to submission of his Tender. Should the Corporation, prior to asking for tenders, have made a soil investigation, soil engineering report, and environmental audits, copies of the same shall be kept on file at the office of the Engineer, and the Tenderer may at any time between the hours of 8:30 a.m. and 4:30 p.m. local time, visit the said office of the Engineer on any working day and examine the said soil report. The Tenderer shall note that the said soil report will have been prepared for the purpose of designing the Works, and he shall in no way hold the Corporation liable for any of the contents of the said report. The report shall be intended to be a guide for the Contractor in ascertaining the

best possible construction methods to be used by him in carrying out the Contract.

- ii. If any time during the execution of the works, the Engineer shall require the Contractor to make bore holes or to carry out exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an addition ordered under the provisions of Clause 7.03 hereof, unless provisional sum in respect of such anticipated work shall have been included in the Schedule of Unit Prices.

#### GC 2.04 DOCUMENTS MUTUALLY EXPLANATORY

The several documents forming the Contract are to be taken as mutually explanatory of the one another, and in case of ambiguities or discrepancies, the same shall be explained and adjusted by the Engineer, who shall thereupon issue to the Contractor instructions directing in what manner the work is to be carried out.

#### GC 2.05 CUSTODY OF DRAWINGS

- i. The Drawings shall remain in the sole custody of the Engineer but up to six (6) copies thereof shall be furnished to the Contractor free of cost. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the Contract, the Contractor shall return to the Engineer all drawings provided under the Contract.
- ii. The Contractor shall give adequate notice in writing to the Engineer of any further drawing or specification that may be required for the execution of the Works, or otherwise, under the Contract.
- iii. One copy of the Drawings furnished to the Contractor as aforesaid, shall be kept by the Contractor on Site, and the same shall at all reasonable times, be available for inspection and use by the Engineer, the Engineer's Representative, and by any other person authorized by the Engineer in writing.
- iv. The Engineer shall have full power and authority to supply to the Contractor, from time to time, during the progress of the Works, such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works, and the Contractor shall carry out and be bound by the same.

#### GC 2.06 ORDER OF PRECEDENCE



- i. 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. Supplementary Specifications and Mandatory Procedures and Practices
  - f. Standard Specifications
  - g. Form of Tender
  - h. Supplemental General Conditions
  - i. General Conditions
  - j. Working Drawings

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

- ii. 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 scales;
  - 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.
- iii. In the event of any conflict in the contents of Standard Specifications the following order of precedence shall govern:
  - a. Specifications approved or modified by the Engineer
  - b. City of Windsor Standard Specifications

### **GC 3 ADMINISTRATION OF CONTRACT**

#### **GC 3.01 ENGINEERS AUTHORITY**

- i. The Engineer will be the Corporation's representative during the 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 will be issued by the Engineer. The Engineer will have the authority to act on behalf of the Corporation only to the extent provided in the Contract Documents.

- ii. 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 initially referred to the Engineer in writing by the Contractor. The Engineer will give a decision in writing within a reasonable time.
- iii. The Engineer will inspect the Work for its conformity with the plans and specifications, and will record the necessary data to establish payment quantities under the schedule of tender quantities and unit prices or to make an assessment of the value of the Work completed in the case of a lump sum price contract.
- iv. The Engineer will determine the amounts owing to the Contractor under the Contract and will issue certificates for payment in such amounts as provided for in Section 7. Measurement and Payment.
- v. The Engineer will, with reasonable promptness, review and take appropriate action upon the Contractor's submissions such as shop drawings, product data, and samples in accordance with the Contract Documents.
- vi. The Engineer will investigate all allegations of a change in the character of the Work made by the Contractor and issue appropriate instructions.
- vii. The Engineer will prepare Change Orders for the Contractor's signature and the Commissioner's approval.
- viii. Upon written application by the Contractor, the Engineer and the Contractor will jointly conduct an inspection of the Work to establish the date of Substantial Performance of the Work and/or the date of Completion of the Work.
- ix. The Engineer will 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 Engineer shall be consistent with the intent of the Contract Documents.
- x. The Engineer will have the authority to reject work or material which does not conform to the Contract Documents.

- xi. Defective work, whether the result of poor workmanship, use of defective material or damage through carelessness or other act or omission of the Contractor and whether incorporated in the Work or not, which has been rejected by the Engineer as failing to conform to the Contract Documents shall be removed promptly from the Work by the Contractor and replaced or re-executed promptly in accordance with the Contract Documents at no additional cost to the Corporation.
- xii. Any part of the Works destroyed or damaged by such removals, replacements or re-executions shall be made good, promptly, at no additional cost to the Corporation.
- xiii. If, in the opinion of the Engineer, it is not expedient to correct defective work or work not performed in accordance with the Contract Documents, the Corporation may deduct from monies otherwise due to the Contractor the difference in value between the work as performed and that called for by the Contract Documents, the amount of which will be determined in the first instance by the Engineer.
- xiv. In case of default on the part of the Contractor in carrying out the corrections of defective work, the Corporation shall be entitled to employ and pay other persons to carry out the same, and all expenses consequent thereon, or incidental thereto, shall be borne by the Contractor, and shall be recoverable from him by the Corporation, or may be deducted by the Corporation from any monies due, or which may become due, to the Contractor.
- xv. Notwithstanding any inspections made by the Engineer or the issuance of any certificates or the making of any payment by the Corporation, the failure of the Engineer to reject any defective work or Material shall not constitute acceptance of defective work or Material.
- xvi. The Engineer will have the authority to temporarily suspend the Work for such reasonable time as may be necessary to facilitate the checking of any portion of the Contractor's construction layout or the inspection of any portion of the Work. There shall not be any extra compensation for this suspension of work.

**GC 3.02 DUTIES AND POWERS OF ENGINEER'S REPRESENTATIVES**

- i. The duties of the Site Representative are to monitor and inspect the Works and to test and examine any materials (GC 3.12 & GC 3.13) to be used, or workmanship employed, in connection with the works. The Site Representative shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract.

- ii. The Site Representative will inspect the work for conformity with plans and specifications, and will measure, tabulate and record quantities under the schedule of tender quantities and unit prices.
- iii. In the case of extra work, the Site Representatives will keep records of quantities, materials, labour and equipment as per section GC 7.09.
- iv. The Site Representative will investigate all allegations of a change in character of the Work, made by the Contractor, and will report the details to the Engineer.
- v. The Site Representative will have the authority to reject work or material which does not conform to Contract Specifications.
- vi. The Site Representative will have the authority to temporarily suspend the work for such reasonable time as it may be necessary to facilitate the checking of any portion of Contractor's construction layout or the inspection on any portion of the work. There will be no compensation for the suspension of work.

#### GC 3.03 WORKING DRAWINGS

- i. The Contractor shall arrange for the preparation of clearly identified and dated Working Drawings as called for by the Contract Documents.
- ii. The Contractor shall submit Working Drawings to the Engineer with reasonable promptness and in orderly sequence so as to not cause delay in the Work. If either the Contractor or the Engineer so requests they shall jointly prepare a schedule fixing the dates for submission and return of Working Drawings. Working Drawings shall be submitted in the form of prints. At the time of submission the Contractor shall notify the Engineer in writing of any deviations from the Contract requirements that exist in the Working Drawings.
- iii. The Engineer will review and return Working Drawings in accordance with an agreed upon schedule, or otherwise, with reasonable promptness so as not to cause delay.
- iv. The Engineer's review will 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 Engineer.

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

GC 3.04 RIGHT OF THE ENGINEER TO MODIFY METHODS AND EQUIPMENT

- i. The Contractor shall, when requested in writing, make alterations in the method, equipment or work force at any time the Engineer considers the Contractor's actions to be unsafe, or damaging to either the Work or existing facilities or the environment.
- ii. The Contractor shall alter the sequence of operations on the Contract, when requested in writing, so as to avoid interference with other work.
- iii. Notwithstanding the foregoing, the Contractor shall ensure that all necessary safety precautions and protection are maintained throughout the Work.

GC 3.05 ASSIGNMENT AND SUB-LETTING

- i. The Contractor shall not assign the Contract, or any part thereof, or any benefit or interest therein, or thereunder, without the written consent of the Corporation.
- ii. The Contractor shall, at the request of the Engineer, notify the Engineer in writing of the names of the Sub-Contractors proposed for the principal parts of the Work and for such others as the Engineer may direct and shall not employ any to whom the Engineer may object.
- iii. If the Engineer should object or refuse to accept any Sub-Contractor or manufacturer's product for inclusion in the Work, he shall not be required to give any reason whatsoever for such objection or refusal. Further, neither the Contractor nor the Sub-Contractor nor any other person shall pursue the matter in any way or at any time subsequently after the Engineer's decision in such matter has been given.

- iv. The Contractor shall preserve and protect the rights of the parties under the Contract with respect to the work to be performed under subcontract and shall:
  - a. enter into agreements with the intended Subcontractors to require them to perform their work in accordance with the Contract Documents; and
  - b. be as fully responsible to the Corporation 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.
- v. Neither a subcontracting, nor the Corporation's consent to a subcontracting by the Contractor, shall be construed to relieve the Contractor from any obligation under the Contract or to impose any liability upon the Corporation. Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor and the Corporation.

#### GC 3.06 WORKING AREA

- i. The Corporation will acquire all property rights which are deemed necessary by the Corporation for the construction of the work including temporary working easements and will indicate the full extent of the working area on the Contract Drawings.
- ii. Should the Contractor require additional temporary right of ways or easements, not shown on the contract drawings, the Contractor shall bear all expenses and charges. The Contractor shall also provide at his own cost, any additional accommodation outside the site required by him for the purpose of the Works.
- iii. The Contractor's sheds, site offices, toilets, other temporary structures and storage areas for material and equipment shall be grouped in a compact manner and maintained in a neat and orderly condition at all times.
- iv. The Contractor shall not enter upon or occupy any private property for any purpose, unless the Contractor has received prior written permission from the property owner.

#### GC 3.07 REMOVAL OF WORKERS

The Contractor shall employ in and about the execution of the works, only such persons as are careful, skilled and experienced in their several

trades and callings, and the Engineer shall be at liberty to object to, and require the Contractor to remove from the works, who in the opinion of the Engineer misconducts himself, or is incompetent or negligent in the proper performance of his duties; and such persons shall not be again employed upon the works without the permission of the Engineer. This clause does not apply to the provisions of the Occupational Health & Safety Act.

#### GC 3.08 SERVICE OF NOTICE ON CONTRACTOR

- i. Any notice to be given to the Contractor under the terms of the Contract, shall be served by sending the same by post, or leaving the same at the Contractor's principal place of business, (or in the event of the Contractor being a Company, to or at its registered office).
- ii. Any notice, given to the Corporation under the terms of the Contract, shall be served by sending the same by registered mail to the Engineer of the Corporation of the City of Windsor, P. O. Box 1607, City Hall, Windsor, Ontario, N9A 6S1.

#### GC 3.09 LAYOUT

- i. The Engineer will provide base lines, monuments and bench marks only, as shown on the drawings and as required by the Contractor for establishing line and grade. The Corporation will be responsible only for the correctness of the information provided by the Engineer.
- ii. The Contractor shall give the Engineer at least forty-eight (48) hours notice before requiring any setting out of any base lines or bench marks on any portion of the Works and shall state clearly in such notice the exact locality or localities where setting out is required.
- iii. The Contractor shall supply, at his own expense, incidental labour and material required by the Engineer for setting base lines and bench marks and shall facilitate such work in every way.
- iv. The Contractor will be held responsible for the preservation in their proper position of all bench marks, reference points, iron bars and stakes, and if any of them are disturbed, lost or destroyed after once being given, he shall at once notify the Engineer and the cost incurred in replacing them be borne by the Contractor.

#### GC 3.10 ACCESS TO SITE

The Engineer, and any person authorized by him, shall at all times have access to the Works and to the Site, and to all workshops and places where work is being prepared, or when materials, manufactured articles

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and machinery are being obtained for the works; and the Contractor shall afford every facility for, and every assistance in, or in obtaining, the right to such access.

### GC 3.11 EXAMINATION OF WORK BEFORE COVERING UP

- i. No work shall be covered up or put out of view without the approval of the Engineer, and the Contractor shall afford full opportunity for the Engineer to examine and measure any work which is about to be covered up, or put out of view, and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer whenever any such work or foundations is, or are ready, or about to be ready for examination, and the Engineer shall without reasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work, or of examining such foundations.
- ii. The Contractor shall uncover any part or parts of the Works, or make openings in or through the same as the Engineer may from time to time direct, and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been covered up, or put out of view, after compliance with the above requirements, and are found to be executed in accordance with the Contract, the expense of uncovering, making openings in, or through, reinstating and make good the same, shall be borne by the Corporation; but in any other case, all such expenses shall be borne by the Contractor and shall be recoverable from him by the Corporation, or may be deducted by the Corporation from any monies due, or which may become due to the Contractor.

### GC 3.12 QUALITY OF MATERIALS, WORKMANSHIP AND TESTS

- i. All materials and workmanship shall be of the respective kinds described in the Contract, and in accordance with the Engineer's instructions, and shall be subjected from time to time to such tests as the Engineer may direct, at the place of manufacture or fabrication, or on the Site, or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work, and the quality, weight or quantity of any material used; and shall supply samples of materials before incorporation in the Works, for testing, as may be selected and required by the Engineer. All samples shall be supplied by the Contractor at his own cost.
- ii. The Contractor shall supply at his own expense, certified copies of all tests upon all materials entering into the Contract. Such tests shall be



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made, as and when directed by the Engineer, and by an approved testing laboratory.

### GC 3.13 PAYMENT FOR TESTING

- i. The following tests, called for as required by the Engineer, will be paid for by the Corporation:
  1. Air entrainment tests during concrete work.
  2. Slump tests during concrete work.
  3. Casting and compression testing of concrete cylinders.
  4. Compaction tests. Limit of one test per location. If the result of any compaction test is below that specified, the Engineer may call for retesting, and all costs associated with such retesting shall be paid by the Contractor.
  5. Analysis of granular materials and approval of sources. Limit of one analysis per type of materials.
  6. Asphalt extraction tests.
- ii. The above tests are for compliance purposes only. The test results shall not be the basis for any mix designs and shall not bind the Corporation to accept any material for use in the Contract.
- iii. The Contractor and suppliers are responsible for maintaining an adequate quality control program and for conducting tests on all materials incorporated into the Contract at their own expense. The results of the quality control program and material tests shall be made available to the Engineer promptly, upon request.

### GC 3.14 URGENT REPAIRS

If by reason of any accident or failure or other event occurring to, in, or in connection with, the Works or any part thereof, either during the execution of the Works or during the Period of Maintenance, any remedial or other work or repair shall in the opinion of the Engineer be urgently necessary for security, and the Contractor is unable or unwilling at once to do such work or repair, the Corporation may have its own or other workers to do such work as the Engineer may consider necessary. If the work or repair, so done by the Corporation is work, which in the opinion of the Engineer, the Contractor was liable to do at his own expense under the Contract all costs and charges properly incurred by the Corporation in so doing, shall on demand, be paid by the Contractor to the Corporation from any monies due, or which may become due to the Contractor. Provided always that the Engineer shall as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.

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**GC 3.15      SUSPENSION OF WORK**

The Contractor shall, on the written order of the Engineer, suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer.

**GC 3.16      EXTENSION OF TIME FOR COMPLETION**

- i. Should the amount of extra or additional work of any kind, or other special circumstances of any kind whatsoever which may occur, be such as fairly to entitle to the Contractor to an extension of time for the completion of the work, the Engineer shall determine the amount of such extension. Provided that the Engineer is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has, within fourteen (14) calendar days after such work has been commenced, or such circumstances have arisen, or as soon thereafter as is practicable, delivered to the Engineer full and detailed particulars of any claim to extension of time to which he may consider himself entitled, in order that such claim may be investigated at the time.
- ii. Circumstances suitable for consideration include the following:
  - a. Delays GC 3.17
  - b. Variations GC 3.18
  - c. Extra Work GC 3.19
  - d. Additional Work GC 3.20
- iii. The terms and conditions of the contract shall continue for such extension of Contract time.

**GC 3.17      DELAYS**

If the Contractor is delayed in the performance of the Work by:

- a. War, blockades, and civil commotions, errors in the Contract Documents; an act of omission of the Corporation Engineer, other contractors, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents; or
- b. 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
- c. The Engineer giving notice under subsection 3.15 Suspension of Work; or

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d. Abnormal inclement weather;

then consideration may be given to reimburse the Contractor by the Corporation for reasonable costs incurred by the Contractor as the result of such delay. Extension of Contract Time will be granted in accordance with subsection GC 3.16 Extension of Contract Time.

The Contractor shall not be entitled to payment for the cost of delays incurred as a result of a dispute between the Contractor and Owner. The Contractor shall execute the Work and may pursue resolution of the dispute in accordance with subsection GC 3.21, Claims, Negotiations, Mediation, Arbitration.

### GC 3.18 VARIATIONS

- i. The Engineer will make any variations of the form, quality or quantity of the Works, or any part thereof, that may in his opinion be necessary, and for that purpose, or if for any other reason it shall in his opinion be desirable, will have the power to order the Contractor to do, and the Contractor shall do, any of the following:
- a. increase or decrease the quantity of any work included in the Contract,
  - b. omit any such work,
  - c. change the character or quality or kind of such work,
  - d. change the levels, lines, position and dimensions of any part of the Works, and
  - e. execute additional work of any kind necessary for the completion of the Works

and no such variations shall in any way vitiate, or invalidate, the Contract, but the value (if any), of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

- ii. No such variation shall be made by the Contractor without an order in writing of the Engineer. Provided that no order in writing shall be required for increase or decrease in the quantity of any work, where such increase or decrease is not the result of an order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Schedule of Prices. Provided also that if for any reason the Engineer shall consider it desirable to give any such order verbally, the Contractor shall comply with such order, and any confirmation in writing of such verbal order given by the Engineer, whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of this Clause. Provided further that if the Contractor shall confirm in writing to

the Engineer any verbal order of the Engineer, and such confirmation shall not be contradicted in writing by the Engineer, it shall be deemed to be an order in writing by the Engineer.

- iii. The Contract may apply for an extension of Contract Time.
- iv. If the Changes in the Work relate solely to quantities as in the pay items, payment will be made according to the contract. If the Changes in the Work do not solely relate to pay items, payment may be negotiated.

#### GC 3.19 EXTRA WORK

- i. The Corporation, or Engineer 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 receipt of a Written Order. Upon receipt of the Written Order the Contract shall proceed with the Work.
- ii. The Contractor may apply for an extension of Contract Time.

#### GC 3.20 ADDITIONAL WORK

- i. The Corporation, or Engineer 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 work upon receipt of a Written Order.
- ii. The Contractor may apply for an extension of Contract Time.

#### GC 3.21 CLAIMS, NEGOTIATIONS, MEDIATION, ARBITRATION

##### *GC 3.21.01 Continuance of the Work*

- i. 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 3.21.02 Record Keeping*

- i. 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 Engineer shall keep Daily Work Records to be used in assessing the Contractor's claim. The Contractor shall preserve all such original Records until 12 months

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after the Final Acceptance Certificate is issued or until all claims have been settled, whichever is longer. The Contractor shall require that Subcontractors employed by the Contractor preserve all original Records pertaining to the Work, Changes in the Work, Extra Work, and claims arising therefrom for a similar period of time.

- ii The Contractor and the Engineer 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 Engineer 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.
- iii The keeping of Daily Work Records by the Engineer or the reconciling of such Daily Work Records with those of the Contractor shall not be construed to be acceptance of the claim.

#### *GC 3.21.03 Claims Procedure*

- i 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.
- ii The Contractor shall provide written notice within 7 calendar Days of the commencement of any part of the Work that may be affected by the situation.
- iii The Contractor shall submit detailed claims as soon as reasonably possible and in any event no later than 30 Days after completion of the work affected by the situation. The detailed claim shall:
  - a identify the item or items in respect of which the claim arises;
  - b state the grounds, contractual or otherwise, upon which the claim is made; and
  - c include the Records maintained by the Contractor supporting such claim. In exceptional cases, the 30 Days may be increased to a maximum of 90 Days with approval in writing from the Engineer.
- iv Within 30 Days of the receipt of the Contractor's detailed claim, the Engineer may request the Contractor to submit any further and other particulars as the Engineer considers necessary to assess the claim. The Contractor shall submit the requested information within 30 Days of receipt of such request.
- v Within 90 Days of receipt of the detailed claim, the Engineer shall advise the Contractor, in writing, of the Engineer's opinion with regard to the validity of the claim.

#### *GC 3.21.04 Negotiations*

- i 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.
- ii Should the Contractor disagree with the opinion given in paragraph GC 3.21.03 (v), with respect to any part of the claim, the Engineer shall enter into negotiations with the Contractor to resolve the matters in dispute. Where a negotiated settlement cannot be reached and it is agreed that payment cannot be made on a Time and Material basis in accordance with clause GC 7.10, Payment for Extra work, the parties shall proceed in accordance with clause GC 3.21.05, Mediation, or subsection GC 3.21.08, Arbitration.

#### *GC 3.21.05 Mediation*

- i If a claim is not resolved satisfactorily through the negotiation stage noted in clause GC 3.21.04, Negotiations, within a period of 30 Days following the opinion given in paragraph GC 3.21.03 (v), and the Contractor wishes to pursue the issue further, the parties may, upon mutual agreement, utilize the services of an independent third party mediator.
- ii The mediator shall be mutually agreed upon by the Owner and Contractor.
- iii 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.
- iv The review by the mediator shall be completed within 90 Days following the opinion given in paragraph GC 3.21.03 (v).
- v Each party is responsible for its own costs related to the use of the third party mediator process. The cost of the third party mediator shall be equally shared by the Owner and Contractor.

#### *GC 3.21.06 Payment*

- i Payment of the claim shall be made no later than 30 Days after the date of resolution of the claim or dispute.

#### *GC 3.21.07 Rights of Both Parties*

- i It is agreed that no action taken under subsection GC 3.21, 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.

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## GC 3.21.08 Arbitration

### GC 3.21.08.01 Conditions of Arbitration

- i If a claim is not resolved satisfactorily through the negotiation stage noted in clause GC 3.21.04, Negotiations, or the mediation stage noted in clause GC 3.21.05, Mediation, either party may invoke the provisions of subsection GC 3.21.08, Arbitration, by giving written notice to the other party.
- ii Notification that arbitration shall be implemented to resolve the issue shall be communicated in writing as soon as possible and no later than 60 Days following the opinion given in paragraph GC 3.21.03 (v). Where the use of a third party mediator was implemented, notification shall be within 120 Days of the opinion given in paragraph GC 3.21.03 (v).
- iii The parties shall be bound by the decision of the arbitrator.
- iv 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 3.21.08, Arbitration.

### GC 3.21.08.02 Arbitration Procedure

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

### GC 3.21.08.03 Appointment of Arbitrator

- i The arbitrator shall be mutually agreed upon by the Owner and Contractor to adjudicate the dispute.
- ii Where the Owner and Contractor cannot agree on a sole arbitrator within 30 Days of the notification of arbitration noted in paragraph GC 3.21.08.01 (ii), the Owner and the Contractor shall each choose an appointee within 37 Days of the notice of arbitration.
- iii The appointees shall mutually agree upon an arbitrator to adjudicate the dispute within 15 Days after the last appointee was chosen or they shall refer the matter to the Arbitration and Mediation Institute of Ontario Inc.,

- which may select an arbitrator to adjudicate the dispute within 7 Days of being requested to do so.
- iv The arbitrator shall not be interested financially in the Contract nor in either party's business and shall not be employed by either party.
  - v The arbitrator may appoint independent experts and any other persons to assist him or her.
  - vi 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.
  - vii The hearing shall commence within 90 Days of the appointment of the arbitrator.

GC 3.21.08.04 Costs

- i The arbitrator's fee shall be equally shared by the Owner and the Contractor.
- ii 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.
- iii 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.
- iv The arbitrator may, in his or her discretion, award reasonable costs, related to the arbitration.

GC 3.21.08.05 The Decision

- i 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 of any award shall be made in accordance with clause GC 3.21.06, Payment.

GC 3.22 NOTICES

- i. Any notice permitted or required to be given to the Engineer 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 or by facsimile transmission and on the fifth day after the date of mailing if sent by mail.
- ii. The Contractor shall provide the mailing addresses, telephone numbers, e-mail addresses, after working hours telephone numbers, and facsimile terminal numbers for the Superintendent at the commencement of the Work.



- iii. In the event of an emergency situation or other urgent matter the Engineer or the Superintendent may give a verbal notice, provided that such notice is confirmed in writing.
- iv. Any notice permitted or required to be given to the Corporation or the Contractor shall be given in accordance with the notice provision of the Agreement.

GC 3.23 NOTICE OF COMPLETION OF WORKS

- i. As soon as in the opinion of the Engineer the Works shall have been “Substantially Performed” or “Deemed Completed” as defined under the Construction Lien Act, have passed any test that may be prescribed by the Contract, and have been accepted in writing by the Engineer as completed and to his satisfaction; the Engineer shall, on receiving an undertaking by the Contractor to finish any outstanding work during the Period of Maintenance, issue the appropriate certificate as provided for under the Construction Lien Act in respect of the Works, and the Period of Maintenance of the Works shall commence from the date of such certificate. Provided that the Engineer may give such a certificate with respect to any part of the Works before the completion of the whole of the Works; subject to such part of the Works having been accepted in writing by the Engineer as completed and to his satisfaction. When any such certificate is given in respect of a part of the Works, such part shall be considered as completed; and the Period of Maintenance of such part shall commence from the date of such Notice.
- ii. Following the issuance of the appropriate certificate as provided for under the Construction Lien Act, the Engineer will provide the Contractor with a Letter of Acceptance for Maintenance for the Works confirming the Period of Maintenance and any special conditions related thereto.

GC 3.24 END OF MAINTENANCE PERIOD

- i. Only written notice shall be deemed to constitute approval of any work, or other matter in respect of which it is issued, or shall be taken as an admission of the due performance of the Contract, or any part thereof, or of the accuracy of any claim or demand made by the Contractor, or of additional or varied work having been ordered by the Engineer, and no other certificate conclude or prejudice any of the powers of the Engineer.
- ii. The Contract shall not be considered as completed, until a Letter Assuming the works shall have been signed by the Engineer stating that the Works have been completed and maintained to the satisfaction of the Engineer. The Letter Assuming the Works shall be given by the Engineer upon the expiration of the Period of Maintenance, or as soon thereafter as

any works ordered during such period, pursuant to Clauses 4.21 and 4.01.xvii hereof, shall have been completed to the satisfaction of the Engineer and full effect shall be given to the Clause, notwithstanding any previous entry on the Works, or the taking possession working or using thereof, or any part thereof, by the Corporation.

GC 3.25 ASSUMPTION OF WORKS

- i. The Corporation shall not be liable to the Contractor for any matter or thing arising out of, or in connection with the Contract or the execution of the Works, unless the Contractor shall have made a claim in writing in respect thereof, before the giving of the Letter Assuming the Works under this Clause.
- ii. Notwithstanding the issue of the Letter Assuming the Works, the Contractor shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Letter Assuming the Works, which remains unperformed at the time such letter is issued; and for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties hereto.

GC 3.26 SITE MEETINGS

Site meetings shall be held at regular intervals as directed by the Engineer. The Contractor shall provide a responsible representative for such meetings.

GC 3.27 DEFAULT BY CONTRACTOR

- i. If the Contractor becomes bankrupt or has a receiving order made against him, or presents his petition in bankruptcy, or makes an arrangement with, or assignment in favour of his creditors, or agrees to carry out the contract under a committee of inspection of his creditors, or (being a corporation), goes into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the Contractor assigns the contract without the consent in writing of the Corporation first obtained, or has an execution levied on his goods, then the Corporation may, without prejudice to any other right or remedy it may have, by giving the Contractor or Receiver or Trustee in bankruptcy five (5) day written notice terminate this contract.
- ii. If the Contractor:
  - a. has abandoned the contract, or

- b. has without reasonable excuse has failed to commence the works, or has suspended the progress of the works for 14 days after receiving from the Engineer written notice to proceed, or
- c. has failed to proceed with due diligence, or
- d. has failed to remove materials from the site, or to pull down and replace work for 14 days after receiving from the Engineer written notice that the said materials or work have been condemned, and rejected by the Engineer under these conditions, or
- e. is not executing the works in accordance with the contract, or is persistently or flagrantly neglecting to carry out his obligations under the contract, or
- f. has to the detriment of good workmanship, or in defiance of the Engineer's instructions to the contrary, sub-let any part of the contract.

then the Corporation may notify the Contractor in writing that he is in default of his contractual obligations and instruct him to correct the default within five (5) working days of receiving the notice.

- iii.
  - 1. The Contractor shall have the right within the given five (5) full working days following the receipt of a notice of default to correct the default and provide the owner with satisfactory proof that appropriate corrective measures have been taken.
  - 2. If the correction of the default cannot be completed within the five (5) full working days following receipt of the notice, the Contractor shall not be in default if the Contractor:
    - a. commences the correction of the default within the five (5) full working days following receipt of the notice;
    - b. provides the Corporation with an acceptable schedule for the progress of such correction; and
    - c. completes the correction in accordance with such schedule.
- iv. If the Contractor is in default of the contract and the contractor has provided a Performance Bond, the provisions of this section shall be exercised in accordance with the conditions of the Performance Bond.
- v. If the contractor fails to comply with the provisions of 3(1) or 3(2) the Corporation may without prejudice to any other right or remedy it may have:
  - a. correct such default and deduct the cost thereof from the payment then or thereafter due the contractor; or
  - b. terminate the Contractor's rights to continue with the work in whole or in part or terminate the contact.



- techniques, sequences and procedures and for coordinating various parts of the work.
- ii. The Contractor shall comply with and adhere strictly to, the Engineer's instructions and directions on any matter (whether mentioned in the contract or not). The Contractor shall take instructions and directions from the Engineer.
  - iii. 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.
  - iv. Notwithstanding paragraph iii of subsection 4.01, 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 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.
  - v. The Contractor shall be responsible for construction health and safety within the working areas and for compliance with the current Occupational Health and Safety Act and Regulations and the current Workers Compensation Act. So as to avoid any misunderstanding as to the extent of the Contractor's responsibility, the Contractor, by executing the Contract unequivocally acknowledges that the Contractor is the Constructor within the meaning of the Act.
  - vi. The Contractor shall be required to submit a progress schedule to the Engineer for approval prior to commencement of the work. Such schedule shall be in a form acceptable to the Engineer, and shall indicate clearly the allowance for the various phases of the work, in sufficient detail to show weekly progress.
  - vii. The Contractor shall submit to the Engineer an updated construction schedule each month immediately following the cut-off date and before preparation of the Monthly Payment Certificate. Failure to comply with this Clause may delay the issuing of the Monthly Payment Certificate.
  - viii. The approval of the progress schedule by the Engineer shall not cast any responsibility upon the Engineer or the Corporation in seeing to it that the progress schedule is adhered to since timely execution of the work is the entire responsibility of the Contractor. The Engineer may, in his discretion, vary the progress schedule in whole or in part without relieving

the Contractor from any of his responsibility to execute the contract in a timely way, nor shall such variation cast any responsibility whatsoever, upon either the Engineer or the Corporation.

- ix. The Contractor shall note that upon the commencement of any construction item within any designated local area which is construed to be a portion of the general area, it shall be agreed to by the parties to the contract, that any period of more than six (6) consecutive “working days” shall not be allowed to pass without further progress toward the completion of any and all other tender items such as grading of the boulevards, placement of topsoil, sodding, driveway and leadwalk reconstruction.
- x. The Contractor shall cooperate at all times with all utility companies and other contractors either working for a utility or the Corporation, while the said utilities or contractors are maintaining, altering or installing new plant. The Contractor shall coordinate the reconstruction work to allow a reasonable length of time for the utility to carry out its work and shall allow free access at all times. The Contractor shall not be entitled to any extra remuneration nor any extension in the time of completion for such cooperation. The Engineer will be the sole judge in the case of all disputes in this regard. In addition, the Contractor shall notify Utility companies for the purpose of adjusting all shut offs and other parts of their plant.
- xi. The Contractor shall keep on the work site during its progress a competent supervisor satisfactory to the Engineer for the duration of the contract. The Contractor shall inform the Engineer in writing of the name of such supervisor prior to the commencement of the Contract and if at any time the Engineer shall require such supervisor to be replaced, then the Contractor is to arrange for him to vacate his position and be removed from the site within forty-eight (48) hours after receiving formal notice in writing to replace him with another supervisor. The Engineer shall not be required to give any reason for such removal of supervisor or other worker he may from time to time require.
- xii. The supervisor shall not be changed except with the consent of the Engineer unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ. The supervisor shall represent the Contractor in his absence and directions on matters given to him shall be held to be given to the Contractor. The Contractor shall give efficient supervision to the work using his best skill and attention at all times.
- xiii. During the construction of work which the Engineer considers it necessary, the Contractor shall employ on the work a responsible

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experienced Professional Engineer to generally supervise any supervisor or worker.

- xiv. The Contractor shall, at no additional cost to the Corporation, furnish all reasonable aid, facilities and assistance required by the Engineer for the proper inspection and examination of the Work or the taking of measurements for the purpose of payment.
- xv. Where the Contractor finds any errors, inconsistency or omission relating to the Contract, the Contractor shall promptly report it to the Engineer and shall not proceed with the activity affected until receiving direction from the Engineer.
- xvi. The Contractor shall promptly notify the Engineer in writing, if the subsurface conditions observed in the Working Area differ materially from those indicated in the Contract Documents.
- xvii. The Contractor shall, if required by the Engineer in writing, search for the cause of any defect, imperfection, or fault under the directions of the Engineer, and the cost of the work carried out in searching as aforesaid shall be borne by the Contractor, and he shall repair, rectify, and make good such defects, imperfections, or defaults at his own expense.
- xviii. The Contractor shall arrange with the appropriate utility authorities for the stake out of all underground utilities and service connections which may be affected by the Work. The Contractor shall be responsible for any damage done to the underground utilities by the Contractor's forces during construction. The Contractor shall be responsible for any damage done to the private service connections.

#### GC 4.02                      LAYOUT

- i. Prior to commencement of construction, the Engineer and the Contractor will locate on site those property bars, baselines and benchmarks which are necessary to delineate the Working Area and to lay out the Work, all as shown on the Contract Drawings.
- ii. The Contractor shall be responsible for the preservation of all property bars while the Work is in progress, except those property bars which must be removed to facilitate the Work. Any property bars disturbed, damaged or removed by the Contractor's operations shall be replaced under the supervision of an Ontario Land Surveyor, at no extra cost to the Corporation.
- iii. The Contractor shall provide qualified personnel to lay out and establish all lines and grades necessary for construction. The Contractor shall

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notify the Engineer of any layout work carried out, so that the same may be checked by the Engineer.

- iv. 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 alignment and grade sheets to the Engineer.
- v. The Contractor shall assume full responsibility for alignment, elevations and dimensions of each of all parts of the Work, regardless of whether the Contractor's layout work has been checked by the Engineer.
- vi. All stakes, marks and reference points provided by the Engineer shall be carefully preserved by the Contractor. In the case of their destruction or removal, such stakes, marks and reference points will be replaced by the Contractor at no extra cost to the Corporation.

#### GC 4.03 TRAFFIC CONTROL REQUIREMENTS

- i. The Contractor shall provide a minimum of two lanes of traffic at all times and shall not close the highway unless permitted by the Engineer. With approval of the Engineer, the Contractor will be permitted to reduce the two lanes to a single 14 foot lane in isolated areas or will be allowed total closure of the highway. When single lane traffic is allowed, the Contractor shall provide competent flagmen at each limit of the restriction. When total closure and detouring is permitted the Contractor shall advise the Traffic Engineering, Fire and Police Departments of the City of Windsor as to the character, duration, etc. of the said detour and comply with their requirements.
- ii. The Contractor shall at his own expense, provide, erect, maintain adequate traffic protection signs, barricades, lights, delineators, trench plating, flag persons, etc. in accordance with the requirements of the City of Windsor, to ensure safety to the public and the smooth flow of traffic. He shall designate an employee to be responsible for the traffic, the maintenance of traffic protection devices at night, Sundays and holidays. All barricades on obstructions shall be illuminated at night and all lights shall be kept illuminated from sunset to sunrise. The Contractor shall be responsible for all accidents or expense arising by reason of neglect or failure to comply with this clause.
- iii. Traffic Control shall be in conformity with the procedure outlined in the current "Occupational Health and Safety Act, and Regulations for Construction Projects" and the current "Traffic Control Manual for Roadway Work Operations", Ministry of Transportation and Communications, and as amended. Twenty-four (24) hours prior to



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commencing work, the proposed traffic control will be discussed and reviewed by the Engineer's representative.

- iv. Should the Contractor fail to provide the above mentioned precautions, the Engineer may direct that the work be suspended forthwith and such suspension shall remain in effect until the Contractor has taken proper remedies. Suspension of the work on this account shall not entitle the Contractor to any extension of time of completion, nor any additional remuneration.

#### GC 4.04 MAINTAINING ROADWAYS AND DETOURS

- i. The Contractor shall not be required to maintain a road through the working area until such time as the Contractor has commenced operations or on any part of the Contract that has been accepted by the Corporation.
- ii. Where the Contract Document provides for or the Engineer requires detours at specific locations, payment for the construction of the detours, and if required, for the subsequent removal of the detours, will be made at the Contract prices appropriate to such work.
- iii. Where the Contractor constructs a detour which is not specifically provided for in the Contract Document, or required by the Engineer, 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 standard approved by the Engineer. Removal shall be performed as directed by the Engineer.
- iv. Compliance with the foregoing provisions shall in no way relieve the Contractor of obligations under subsection 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 4.05 ACCESS TO PROPERTIES ADJOINING THE WORK AND INTERRUPTION OF UTILITY SERVICES

- i. The Contractor shall provide at all times and at no extra cost to the Corporation:
  - a. adequate pedestrian and vehicular access including such items as temporary board walks, gravelled or asphalted steps or ramps, temporary bus stops;
  - b. continuity of utility services to properties adjoining the working area; and

- c. access to fire hydrants, and water and gas valves located in the working area.
- ii. Where any interruptions in the supply of utility services are required and are authorized by the Engineer, the Contractor shall give notice to the affected property owners.

#### GC 4.06 APPROVALS AND PERMITS

- i. The Contractor shall give all notices and pay all fees, required to be given, or paid, by any and all competent and constitutional legislation or any regulation or by-law of any local or other authority in relation to the execution of the Works, or any Temporary Works; and by the rules and regulations of all public bodies and companies whose property or, rights, are, or may be affected in any way by the Works or Temporary Works. The Contractor shall conform in all respects with the provisions of any and all competent and constitutional legislation, and the regulations or by-laws of any local or other authority, which may be applicable to the Works, or any Temporary Works and with such rules and regulations of public bodies and companies as aforesaid, and shall keep the Corporation indemnified against all penalties and liabilities of every kind for breach of any such legislation, regulation, By-law or the Common law as applicable to the Contractor's Works and duties under this contract.
- ii. The Contractor shall pay and arrange for all necessary plumbing and building permits and subsequent inspections.

#### GC 4.07 EXCESS MATERIALS AND DISPOSAL

- i. The Contractor shall remove from the worksite all excess materials including earth and rock excavation, broken concrete, rubble, broken asphalt, tree stumps, etc.
- ii. All materials such as metal, wood, asphalt, etc. which are not considered to be "inert fill" as defined in section 18 of regulation 309 under the Environmental Protection Act must be disposed of at waste disposal sites certified by the Ministry of Environment to accept and dispose of these wastes or to sites certified to recycle the waste in question.

#### GC 4.08 TRAFFIC AND PARKING SIGNS

Prior to commencing work on any street the Contractor shall, with the Engineer and a representative of the Traffic Engineering Department, inspect all signs and ascertain which are to be removed or relocated so as not to interfere with his operations. The Contractor shall then remove or otherwise relocate these signs as directed by the Traffic Engineering Department. Twenty-four (24) hours prior to the completion of any

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operation to a point that additional or permanent signs are required for the general safety of pedestrians and/or the motoring public, the Contractor shall notify the Traffic Engineering Department. Also, at any time during or subsequent to construction, the Contractor shall immediately notify the Corporation's Site Representative of any signs removed or damaged due to his operations, so that these signs may be repaired, replaced and erected immediately. The cost of repair or replacement of any signs, etc. damaged or removed by the Contractor shall be at the expense of the Contractor. Any and all stop signs removed must be reinstalled by the Contractor at the end of each working day should the road be opened for evening traffic.

#### GC 4.09 SIDE CASTING

The Contractor shall not side cast excavated material unless specifically authorized by the Engineer prior to construction. Excavated material shall be removed from the site immediately or stockpiled at a site/location approved by the Engineer.

#### GC 4.10 NOTICE TO OWNERS

The Contractor may be required to contact, in writing, the owners of property abutting the area where the work is to be constructed. Notices shall be delivered one week prior to the construction starting date in that area. This notice shall include notification of any necessary removal of rocks, trees, shrubs, etc. and the expected starting and completion date.

#### GC 4.11 ARTIFACTS

All fossils, artifacts and articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site, shall as between the Corporation and the Contractor, be deemed to be the absolute property of the Corporation; and the Contractor shall take reasonable precautions to prevent his workers, or any other persons, from removing or damaging any such article or thing, and shall immediately upon discovery thereof, and before removal, acquaint the Engineer of such discovery, and carry out at the expense of the Corporation, the Engineer's orders as to the disposal of the same.

#### GC 4.12 PATENT RIGHTS AND ROYALTIES

The Contractor shall save harmless and indemnify the Corporation from and against all claims and proceedings for, or on account of, infringements of any patent right, design, trade-mark or name or material used for, or in connection with, the Works or Temporary proceedings, damages, costs,

charges and expenses whatsoever in respect thereof, or in relation thereto.

GC 4.13 FACILITIES FOR OTHER CONTRACTORS

The Contractor shall in accordance with the requirements of the Engineer, afford all reasonable facilities for any other contractors employed by the Corporation and their workers; and the workers of the Corporation and of any other properly authorized authorities or statutory bodies who may be employed in the execution, on or near the Site, of any work not included in the Contract; or of any Contract which the Corporation may enter into connection with, or ancillary to, the Works.

GC 4.14 PRESERVATION OF TREES

The Contractor shall exercise the utmost caution to ensure that living trees, not to be removed, are not damaged by his operations on this Contract.

GC 4.15 SHRUBBERY

The property owners will be given the opportunity to remove shrubbery in the contract area prior to commencement of the contract, but remaining shrubbery will be removed by the Contractor. Payment for this work shall be included in the price bid per cubic yard of excavation. No additional payment shall be made for the removal of tree stumps unless an item is provided in the Tender.

GC 4.16 LABOUR CLASSIFICATION AND RATES

The Contractor shall, if required by the Engineer, deliver to the Engineer, or at his office; a schedule showing in detail the classification and rates of labour employed by the Contractor on the site.

GC 4.17 DUST CONTROL

The Contractor will be solely responsible for controlling dust nuisance resulting from his operations, both within the right-of-way and elsewhere.

GC 4.18 EMPLOYMENT

The Contractor and any sub-contractor of the Contractor will,

- a. employ only persons legally entitled to work in Canada.
- b. in employing persons, refrain from discriminating against any person by reason of their race, religious views, political affiliations, or sex.

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**GC 4.19 LIMITATIONS OF OPERATIONS**

Except for such work as may be required by the Engineer to maintain the Work in a safe and satisfactory condition, the Contractor shall not carry on operations under the Contract on Sundays or holidays without permission in writing from the Engineer.

**GC 4.20 CLEARANCE OF SITE ON COMPLETION**

- i. The Contractor shall remove surplus materials, tools, debris, construction machinery and equipment not required for the performance of the remaining Work.
- ii. The Work shall not be deemed to have reached Completion until the Contractor has removed surplus materials, tools, construction machinery, equipment and debris.

**GC 4.21 PERIOD OF MAINTENANCE**

- i. In these conditions, the expression "Period of Maintenance", shall mean the period of maintenance named in the Tender, calculated from the date of the Notice of Completion of the Works issued by the Engineer in accordance with Clause 3.24 hereof, or in the event of more than one Notice having been issued by the Engineer under the said Clause, from the respective dates so notified; and in relation to the Period of Maintenance the expression "the Works" shall be construed accordingly. Unless otherwise specified, the Period of Maintenance shall be one year.
- ii. To the intent that the Works shall, at or as soon as practicable after the expiration of the Period of Maintenance, be delivered up to the Corporation in as good and perfect condition, (fair wear and tear excepted) to the satisfaction of the Engineer, as that in which they were at the commencement of the Period of Maintenance, the Contractor shall execute all such work of repair, amendment, reconstruction, rectification and making good of defects, imperfections, shrinkages or other faults, as may be required of the Contractor in writing by the Engineer during the Period of Maintenance, or within fourteen (14) days after its expiration, as a result of an inspection made by, or on behalf of, the Engineer, prior to its expiration.
- iii. All such work shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Engineer, be due to the use of materials or workmanship not in accordance with the Contract, or to neglect or failure on the part of the Contractor to comply with any obligations, expressed or implied on the Contractor's part under the Contract.

- iv. If the Contractor shall fail to commence and proceed diligently to execute any such work as aforesaid required by the Engineer within three (3) days of receipt of notice to do so from the Engineer or the Corporation, the Corporation shall be entitled to carry out such work by its own workers, or by other Contractors, and if such work is work which the Contractor should have carried out at the Contractor's own cost, shall be entitled to recover from the Contractor the cost thereof, or may deduct the same from any monies due, or that may become due to the Contractor.

## **GC 5 MATERIAL**

### **GC 5.01 SUPPLY OF MATERIAL**

All material necessary for the proper completion of the Work, except that listed as being supplied by the Corporation, shall be supplied by the Contractor. The contract prices for the appropriate tender items shall be deemed to include full compensation for the supply of such Material.

### **GC 5.02 QUALITY OF MATERIAL**

- i. All Material provided by the Contractor shall be new.
- ii. Material supplied by the Contractor shall conform to the requirements of the Contract.
- iii. As specified or as requested by the Engineer, the Contractor shall make available for inspection or testing a sample of any Material to be provided by the Contractor.
- iv. The Contractor shall obtain for the Engineer the right to enter upon the premises of the Material manufacturer or supplier to carry out such inspection, sampling and testing as specified or as requested by the Engineer.
- v. The Contractor shall notify the Engineer of the sources of supply sufficiently in advance of the Material shipping dates to enable the Engineer to perform the required inspection, sampling and testing.
- vi. The Corporation will not be responsible for any delays to the Contractor's operations where the Contractor fails to give sufficient advance notice to the Engineer to enable the Engineer to carry out the required inspection, sampling and testing before the scheduled shipping dates.

- vii. The Contractor shall not change the sources of supply of any Material without the written authorization of the Engineer.
- viii. Material which 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 Engineer.

**GC 5.03 REJECTED MATERIAL**

Rejected Material shall be removed from the work site expeditiously after the notification to that effect from the Engineer. Where the Contractor fails to comply with such notice the Engineer may cause the rejected Material to be removed from the site and disposed of in what the Engineer considers to be the most appropriate manner and the Contractor shall pay the costs of disposal and the appropriate overhead charges.

**GC 6 INSURANCE, PROTECTION AND DAMAGE**

**GC 6.01 PROTECTION OF WORK, PERSONS AND PROPERTY**

- i. The Contractor, the Contractor's agents and all workers employed by or under the control of the Contractor, including sub-contractors shall protect the work, structures, utilities, persons and property from damage or injury. The Contractor shall indemnify, and keep indemnified, the Corporation against all claims for injuries or damages to any such person, property, structure, utilities, etc.; which may arise out of, or in consequence of, the construction and maintenance of the Works, and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever, in respect of, or in relation thereto.
- ii. From the commencement to the completion of the Works, the Contractor shall take full responsibility for the care thereof, and in case any damage, loss or injury shall happen to the Works, or to any part thereof, from any cause whatsoever, shall at his own cost, repair and make good the same, so that at completion, the Works shall be in good order and condition, and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. The Contractor shall also be liable for any damage to the work occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 4.21 hereof.
- iii. The Contractor shall assume full responsibility for crossing or making use of private property. Before the Contractor or any of his sub-contractors

shall make use of any private property for any purpose, he shall first submit to the Engineer a copy of a written agreement granting permission by the owner.

- iv. The Contractor shall immediately inform the Engineer of all damage and injuries which occur during the term of the Contract.
- v. 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
  - d. acts or omissions of the Corporation, the Engineer, their agents and employees, or others not under the control of the Contractor, but within the Working area with the Engineer's permission.
- vi. The Contractor and his Surety or Sureties will 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 Corporation except by a release duly executed by the Corporation.

#### GC 6.02 LIABILITY INSURANCE

- i. As stated in the General Information to Tenders and prior to any work being commenced in accordance with the Contract, the Contractor shall deliver to the Corporation proof that an insurance policy has been issued by an insurance company satisfactory to the Corporation to insure the Contract against any claims arising out of the construction or installation of the Works or any operations of the Contractor in connection therewith until the termination of the Contractor's obligation respecting guarantee and maintenance.
- ii. Such insurance shall carry limits of Liability in the amount not less than as shown in the Form of Tender, for public liability and property damage. The policy shall have no exclusion for blasting and must contain a "Completed Operations" clause. The Contractor shall prove to the satisfaction of the Corporation from time to time as the Engineer may require, that all premiums on such policy or policies, of insurance have been paid, and that the insurance is in full provisions of the Worker's Compensation Act.



## **GC 7 MEASUREMENT AND PAYMENT**

### **GC 7.01 QUANTITIES**

- i. The quantities set out in the Schedule of Unit Prices are the estimated quantities of the Works, and they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract.
- ii. The Engineer shall, except as otherwise stated or agreed, determine by measurement the value of the Work done all in accordance with the Contract. He shall, when he requires any part or parts of the Works to be measured, give notice to the Contractor who shall forthwith attend, or send a qualified agent, to assist the Engineer in making such measurements; and shall furnish all particulars. Should the Contractor not attend, or neglect or omit to send such agent, then the measurement made by the Engineer, or approved by him, shall be taken to be the correct measurement of the work.

### **GC 7.02 WEIGHING GRANULAR MATERIALS**

The scale location shall be as approved by the Engineer and the material shall be hauled directly from the scale to the point of application. The scale may be located at the source. Except that where there is a waste or loss of material, the hauling operation shall terminate until the Contractor shall provide, at his expense, scales licensed in accordance with the Weights and Measurements Act.

### **GC 7.03 VALUATION OF VARIATIONS**

- i. The Engineer shall determine the amount (if any), to be added to, or deducted from, the sum named in the Tender in respect of any extra or additional work done, or work omitted by his order. All such work shall be valued at the rates set out in the Contract, if in the opinion of the Engineer, the same shall be applicable. If the Contract shall not contain any rates applicable to the extra or additional work, then reasonable prices shall be fixed by the Engineer.
  - a. Provided that if the nature or amount of any omission, or addition relative to the nature or amount of the whole of the contract work or to any part thereof, shall be such, that in the opinion of the Engineer, the rate or price contained in the Contract for any item of the Works is, by reason of such omission or addition, rendered unreasonable, or inapplicable, the Engineer shall fix such other rate or price as under the circumstances, he shall think reasonable and proper.

- ii. Provided also that no increase of the Contract Price or variation of rate or price, shall be made, unless as soon after the date of the order as is practicable, and in the case of extra or additional work, before the commencement of the work, or as soon thereafter as is practicable, notice shall have been given in writing:
  - a. by the Contractor to the Engineer of his intention to claim extra payment, or a varied rate or,
  - b. by the Engineer to the Contractor of his intention to vary a rate or price,as the case may be,
- iii. The Engineer may, if in his opinion it is necessary or desirable, order in writing that any additional substituted work shall be paid for by one or more of the following ways:
  - a. By estimate and acceptance in a lump sum
  - b. By unit prices agreed upon
  - c. By cost and percentage or by cost and a fixed fee
- iv. Where extra or additional work is to be paid for by method ©, the value shall be determined by the actual cost of:
  - a. Labour, including Workers' Compensation and insurance. The labour rates shall not exceed those paid by the Contractor on the contracted part of the work.
  - b. Materials, which shall not exceed the costs paid by the Corporation for similar materials.To which labour and/or materials cost, shall be added fifteen per centum (15%) to cover general expenses, superintendence, use of tools and profit.
- v. In the event that the Engineer directs that additional work is to be done, in a location other than that which is shown in the contract drawings, the Contractor shall be requested to submit a quotation for this work. Payment shall then be made in the form of a Change Order.

#### GC 7.04 VARIATIONS IN TENDER QUANTITIES

- i. Where it appears that the quantity of work to be done and/or material to be supplied by the Contractor under a unit price tender item will exceed or be less than the tender quantity, the Contractor shall proceed to do the work and/or supply the material required to complete the tender item and

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payment will be made for the actual amount of work done and/or materials supplied at the unit prices stated in the tender except as provided below:

- a. in the case of a major item where the amount of work performed and/or material supplied 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 and/or material supplied 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 and/or supplying the material 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 and/or materials supplied by the Contractor is less than 85% of the tender quantity, 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 and/or material supplied. 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 performing the work and/or supplying the material under the tender item plus a reasonable allowance for profit and applicable overhead. Alternatively, where both parties agree, an allowance equal to 10% of the unit price on the amount of the underrun which is less than 85% of the tender quantity will be paid.

#### GC 7.05 USE OF CONTINGENCY ITEMS

All sums set out in the Schedule of Prices which shall be stated to be used for contingencies, shall be used only at the direction and discretion of the Engineer; and if not used, either wholly or in part, shall as to the amount not used, be deducted from the Contract Price.

#### GC 7.06 CLAIMS

- i. The Contractor's attention is brought to the following provisions in the General Conditions:
  - a. Clause 2.01, Accuracy of Drawings as to Locations of Structures and Utilities.
  - b. Clause 2.02, Soundings, Boring and Inspection of Site.
  - c. Clause 3.18, Variations.
  - d. Clause 7.03, Valuations of Variations.

- ii. When the Contractor considers that he has a claim for compensation for costs which he has incurred or for loss he has suffered during the performance of the contract, he should immediately advise the Engineer of Intent to Claim on any specific portion of the Contract.
- iii. The Engineer shall record the circumstances of the claim in his "Daily Work Records" and this shall not be construed as acceptance of the claim.
- iv. The Contractor shall further notify the Engineer in writing as soon as possible of his intent to Claim but no later than seven (7) calendar days of the commencement of work for which the claim is being made. Upon receipt of such a written notice of claim, the Engineer shall immediately arrange a meeting with the Contractor or arbitrate the claim in accordance with subsection GC 3.21, Claims, Negotiations, Mediation, Arbitration.

#### GC 7.07 SUPPLY OF PLANT AND MATERIAL

Except where otherwise specified, the Contractor shall at his own expense, supply and provide all the Plant, Temporary Works, materials both for the temporary and for the permanent Works, equipment, labour, (including the supervision thereof) transport to or from the site, and in and about the Works; and other things of every kind required for the construction, completion and maintenance of the Works.

The term "labour" and "equipment" shall include hand tools, supplies and other incidentals.

#### GC 7.08 CERTIFICATES AND PAYMENTS

- i. A certificate will be given by the Engineer once a month certifying as to the amount of work done and material furnished and of the value thereof according to the terms of the Contract.
- ii. The first certificate shall be of the amount, quantity and value of the work done since the Contractor commenced the performance of this Contract, and every subsequent certificate, except the final one, shall be the amount quantity and value of the work done since the last preceding certificate was given. The Corporation will hold back 10% of the amount shown on the payment certificate in accordance with the Construction Lien Act provided always that the Contractor complies with the requirements of the Construction Lien Act.
- iii. The Engineer may, by any certificate, make any correction or modification in any previous certificate which shall have been issued by him and shall have power to withhold any certificate if the Works or any part thereof are not being carried out to his satisfaction.

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## GC 7.09 EXTRA WORK

“Extra Work” means work not provided for in the Contract as awarded but considered by the Engineer essential to the satisfactory completion of the Contract within its intended scope.

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

- i. No work shall be regarded as extra work unless it is approved in writing by the Engineer, and with the agreed price and method of payment for it specified in the said approval, provided the said price is not otherwise determined by this contract.
- ii. All notifications of claims for extra work shall be submitted to the Engineer before the extra work is started.

## GC 7.10 PAYMENT FOR EXTRA WORK

- i. Notwithstanding anything contained in the General Conditions when it is necessary to perform work which is additional to the Tender items, unit prices to cover the cost of the work shall be negotiated whenever possible.
- ii. Where it is impracticable, due to the nature of the work, to negotiate unit prices for extra work not included in the Tender, the cost of this work may be paid for by a force account, and authorized by an order issued prior to carrying out the work, and for which payment is based on hourly rates for labour and equipment and on material invoices.

### a. Supervision and Control

1. Force account work will be generally overseen by the Engineer who will keep a daily record of all work on the City's standard “Daily Work Record” Form. These records must be reconciled with the Contractor's representative EACH day. The Contractor, while working on force account work, will remain the “Constructor” within the meaning of the O.H.S.A.

### b. Method of Billing by Contractor

1. In the case of extra work which has received prior approval with unit prices, all information must be clearly described on the “Change Order Form” complete with final monetary value.
2. In the case of extra work which is to be paid by actual labour, material and equipment, the “Daily Work Record” must be

summarized per work item and this information reported in total on a "Change Order Form". This information from the daily force accounts summarized on the Change Order Form will become the basis for payment on the progress draw.

3. Contractors will not submit invoices for extra or additional work on projects. This will be paid for by progress draw as states in Item (7.08) and the submission of invoices will only service to delay the progress payment.
4. All change orders will be numerically numbered per contract.
5. No payment for extra work will be made until the change order has been mutually approved by the Engineer and the contractor.

c. Labour

The charge for labour and supervision thereof shall be based on the hourly recorded time of the labourers, mechanics and operators actively and of necessity engaged on the extra work. The contractor's designated representative shall be included and he must be actively involved on a continuous basis in the operation unless otherwise agreed to by the Engineer. In no case shall the time of any employee of the contractor or other person be charged for on a lump sum, percentage or estimated basis, and in no case shall any charge be made for administration or management whether the time therefore had or had not been recorded as having been spent on the extra work. To the amount of labour and supervision agreed on may be added to the proper percentages of the amount paid for Workmen's Compensation, Vacation Pay, Unemployment Insurance and the Firm's Contribution to Pension Plan. Payment will be made on such itemized bills of cost to the contractor plus 15% of that bill.

d. Materials

The charge for materials will be based on itemized invoices of costs of materials purchased by the Contractor for the extra work, plus 15%, or for the cost of material from the Contractor's stock based on the current price of the materials, plus 15% to cover administration, overhead and profit. Material so charged becomes the property of the Corporation.

e. Equipment

- i. The charges for equipment used by the Contractor shall be based on the O.P.S.S. 127 Rates. Rental rates include depreciation, interest, taxes, insurance, repairs, maintenance, supplies, fuel, lubricants, supervision, overhead and profit. No charge is to be

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made for office expense, office supplies or stationery, bookkeeping, financing, or any other overhead accounts. Rental rates other than O.P.S.S. rates must be approved by the Engineer.

- ii. The charges for equipment used by the Contractor will be made on the actual number of hours on which the equipment is actively engaged in the extra work. If a unit of equipment is not performing its normal function for a period of time exceeding one hour, it will be on standby time from the time it ceased performing its normal function, provided that the unit of equipment is fully operable and cannot practically be used on other work but must remain on the site in order to continue with its assigned task. This time, together with actual working time will only be paid up to the period of time which constitutes one working day. Payment, if any, for additional gaps must be negotiated and approved by the Engineer. The City will pay the operator or operating crew on an hourly rate for the length of standby, plus 25% of the scheduled equipment rental rate for the machine while standing by.
- iii. Equipment rented by the Contractor will be paid at the invoice rate plus 15% unless the invoice rate exceeds the O.P.S.S. rate or when the invoice rate includes an operator exceeds the O.P.S.S. rate when the established rate of the operator is deducted. Equipment exceeding the O.P.S.S. rate will be paid at the invoice rate only, provided approval from the engineer was given prior to commencement of work.
- iv. Floating charges will only be paid when the equipment is being transported within the limits of the contract on and off the site of the force account work and is not moving under its own power. When equipment is moved under its own power, the full rental rate will be paid. Payment for transporting equipment from sources outside the limits of the contract must be negotiated through the Engineer.
- v. When the Contractor wishes to use oversize equipment, he may do so upon written notice of the Engineer who will determine the rate to be paid.
- vi. When force account work is carried out by a sub-contractor, the allowance to the prime contractor will be 5% of the invoice submitted by the sub-contractor exclusive of the sub-contractor's 15% allowance.
- vii. No payment will be made for or in respect to any tools, hand or otherwise which are considered part of the trade.
- viii. No payment shall be made for any vehicle (pick up truck, etc.) unless it is actively necessary for the work being carried out. (i.e. the force account work is being carried out at more than one location, or the force account

work is for one day or less and workers and small tools, supplies, etc. must be transported to or from another site).

- ix. At the start of the force account work the Contractor shall provide the applicable labour and equipment rates not already submitted to the Engineer. Any subsequent invoices for rental equipment and material will be submitted for the "daily work record". (NOTE: The conditions for rental equipment invoices.)