

THE TOWN OF COLLINGWOOD HAS LAUNCHED THE VENDOR REGISTRATON PROGRAM

The Town is utilizing Biddingo.com to create oportunties for the vendor community.

The vendor Registration Program will allow vendors the opportuntiy to register their interest in doing **future** business with the Town of Collingwood.

The Town of Collingwood partnered with Biddingo.com a number of years ago for the advertisement and on-line distribution of open competition bid opportunities. The launch of the Vendor Registration Program will create further opportunities for the vendor community through email notification of Collingwood bid opportunities at time of posting to Biddingo.com. Vendors will no longer need to keep checking in to see if a bid opportunity is posted. Registered vendors will receive an email alert when new procurement opportunities are released and are relevant to the nature of their business.

This is part of the Town of Collingwood's intention to be a high-performing 21st Century organization, supporting a healthy, strong, and vibrant community, and preparing for future growth.

To register with the program completed and submit the Vendor Application located on the left hand side of the Collingwood Biddingo home page.

The vendor is fully responsible for keeping their information up to date in the Biddingo database.

General Question:

I am registered with Biddingo; do I need to edit my profile to include Town of Collingwood?

Yes, vendors currently registered (subscriber or non-subscriber) with [Biddingo](#) will need to complete the Town of Collingwood vendor registration form located at www.biddingo.com/collingwood.

For more information regarding the Town of Collingwood's Vendor Registration Program launch with Biddingo.com, please contact the Town's Purchasing Division at:

General Purchasing Enquires:

Telephone: (705) 445-1030 Ext. 3251

Email: purchasing@collingwood.ca



Invitation to Tender

For

Wilson-Sheffield Park & Washroom Building

Invitation to Tender No.: **FIN2025-006T**

Issued: **April 23, 2025**

Submission Deadline: **May 21, 2025**

ELECTRONIC SUBMISSIONS ONLY

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	4
1.1 Invitation to Bidders	4
1.2 Type of Contract for Deliverables	4
1.3 Registration as a Document Taker	4
1.4 ITT Contact and Bidders' Questions	4
1.5 ITT Timetable	5
1.6 Submission of Bids	5
PART 2 – EVALUATION OF BIDS	8
2.1 Stages of Evaluation	8
2.2 Stage I – Mandatory Submission Requirements	8
2.3 No Amendment to Forms	9
2.4 Stage II – Mandatory Technical Requirements	9
2.5 Stage III – Pricing	9
2.6 Selection of Lowest Compliant Bidder	10
2.7 Notice to Bidder and Execution of Agreement	10
2.8 Failure to Enter into Agreement	10
PART 3 – TERMS AND CONDITIONS OF THE ITT PROCESS	11
3.1 Interpretation	11
3.2 General Information and Instructions	12
3.3 Communication after Issuance of ITT	13
3.4 Award, Notification and Debriefing	14
3.5 Conflict of Interest and Prohibited Conduct	15
3.6 Confidential Information	16
3.7 Reserved Rights, Limitation of Liability	17
3.8 Governing Law and Interpretation	19
3.9 Application of Procurement By-Law	19
APPENDIX A – FORM OF AGREEMENT	20
APPENDIX B – SUBMISSION FORMS	23
B1 Tender Form	23
B2 Bidder's Ability & Experience Form	26
B3 List of Subcontractors Form	30
B4 Senior Supervisory Staff	31
B5 Agreement to Bond Form	33
APPENDIX C – PRICING FORM	34
APPENDIX D – ITT PARTICULARS	40
D1 THE DELIVERABLES	40
D2 MATERIAL DISCLOSURES	42
D3 MANDATORY TECHNICAL REQUIREMENTS	46
D3.1 Schedule of Drawings, Specifications, Standards & Conditions of Contract	46
D3.2 Special Provisions	48
D3.3 General Conditions Supplementary	107
D3.4 Supplementary Specifications	117
D3.5 Play Equipment Layout	118
D3.6 General Conditions of Contract	119

DRAWINGS

Refer to Appendix D - ITT Particulars, Section D3.1 for contract drawing list.



PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Bidders

This Invitation to Tender (the “ITT”) is an invitation by the Town of Collingwood (“the Town”) to prospective bidders to submit binding bids for the provision of Wilson-Sheffield Park & Washroom Building, as further described in the ITT Particulars (Appendix D) (the “Deliverables”).

The Town of Collingwood is seeking an experienced General Contractor to construct Wilson-Sheffield Park, a 1.25 ha community park at 31 Dey Drive, within the Indigo Estates residential community. The park is located south of Admiral Collingwood Elementary School, bordered by residential properties and a stormwater management pond.

The project includes a washroom/storage building, sport courts, a playground, and supporting site infrastructure. Key amenities include 3 tennis courts, 6 pickleball courts, a full-size basketball court, and an accessible playground with a rubberized play surface and shaded seating. A large open play lawn, 36-space parking lot with lighting, and trail connections will also be constructed, along with landscaping and naturalized areas.

The successful Contractor must demonstrate experience and expertise in municipal park development, sports infrastructure, and site servicing.

1.2 Type of Contract for Deliverables

The selected Bidder will be required to enter into a Contract with the Town for the provision of the Work in the form attached as Appendix A to the ITT. It is the Town’s intention to enter into the Agreement with only one (1) legal entity.

1.3 Registration as a Document Taker

Bidders must register as a document taker through the Town’s service provider Biddingo (www.biddingo.com/Collingwood) for a Bid to be recognized as compliant. Registration as a document taker will enable the Bidder to download the bid document, to receive Addenda email notifications, download Addenda and submit an on-line Bid.

1.4 ITT Contact and Bidders’ Questions

1.4.1 ITT Contact

For the purposes of this procurement process, all communications in relation to this ITT must be made to the ITT Contact through the Bidding system at Biddingo.com, unless specifically instructed with the ITT document.

Post-bid closing communications in relation to this ITT may be made through purchasing@collingwood.ca:

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Town, other than the ITT Contact, concerning matters regarding this ITT. Failure to adhere to this rule may result in the disqualification of the Bidder and the rejection of the Bidder’s Bid.



1.4.2 Questions and Clarification

Prior to the Deadline for Questions, Bidders may ask questions or seek additional information in relation to this ITT through the Bidding System using the “Submit a Question” link associated with this bid opportunity.

The Town will accept questions regarding this ITT only through Biddingo. Questions are to be directed to the ITT Contact. Questions must be submitted by the Deadline for Questions as indicated below in the ITT Timetable section. No other Town representative, whether an official, agent or employee, is authorized to speak for the Town with respect to the ITT, and any Bidder who uses any information, clarification or interpretation from any other representative does so entirely at the Bidder’s own risk.

To the extent the Town considers that the answer to a question may assist other Bidders in the preparation of their proposals, the Town may share the question and response through the issuance of an Addendum. Bidders will not be identified with questions asked. Questions may be reworded to the extent the Town considers appropriate. Please note the Town may not answer questions where the Town does not consider the information requested to be required to prepare a Bid, or where the answer to the question posed may be found in the ITT.

1.5 ITT Timetable

Issue Date of ITT	April 23, 2025
Deadline for Questions	May 19, 2025
Submission Deadline	May 21, 2025
Anticipated Award Offer	June 4, 2025
Anticipated Execution Date for Agreement	June 18, 2025
Irrevocability Period	45 days

The ITT timetable is tentative only and may be amended by the Town at any time by the issuance of an Addendum. Capitalized terms in the chart above are defined terms for the purposes of this ITT.

1.6 Submission of Bids

1.6.1 Bids to be Submitted at Prescribed Location

Submissions **MUST** be made electronically through the following public portal: www.biddingo.com. The Town relies on Biddingo.com’s electronic advertisement to provide public notice of this business opportunity.

To access the bid form and start your submission, click the **Bid Documents / Online Submission**. For technical support, please contact Biddingo.com directly at 1-416-756-0955 or via email at ebidding@biddingo.com. Biddingo.com offers free eBidding training sessions. Sign up today at www.biddingo.com/training.

A Bidder’s failure to provide all requested information on the Bid Form, including the Mandatory Submission Requirements in Part 2, or to fill in all blank spaces may result in the Bid submission being declared non-compliant. Submission of a Bid Form which is illegible or incomplete, or which contains modifications, erasures, changes, exceptions, additions, conditions, qualifications or uninitialed amendments, may result in the Bid submission being declared non-compliant.

HST is not to be included in unit pricing, lump sum pricing or total Bid price. For bidding purposes, HST is excluded from the Total Bid Price, and shall be considered as an extra. HST shall be shown separately in the designated space (if provided) on the Bid Form. HST will be added as



extra to any payments or progress payments for work completed or paid direct by the Town for companies outside Ontario that are not registered to collect HST, with HST calculated at 13%, or such other rate as determined by the Revenue Canada Agency.

1.6.2 Bids to be Submitted on Time

For a Bid to be considered in the ITT process, a Bid must be received on or before the Submission Deadline, as set out in the ITT Timetable, listed above. For the purpose of calculating time, Biddingo time (synchronized with any computer clock) during the upload / submission process will govern.

Bidders are cautioned that the timing of their Bid is based on when the Bid is **RECEIVED** by the Bidding System, **not** when the Bid is submitted by a Bidder.

As Bid transmission can be delayed in an ***“Internet Traffic Jam”*** due to file transfer size, transmission speed, etc. a respondent should allow sufficient time in the preparation of its submission to ensure the submission has been uploaded and completed the submission process on Biddingo.com by the Submission Deadline. Uploading large documents may take significant time, depending on the size of the file(s) and Internet connection speed. Bids that are uploaded onto Biddingo.com but not submitted before the Submission Deadline will be deemed late, and possibly rejected.

Late Bids shall not be accepted by the Town’s submission system. Each Bidder is responsible for ensuring its Bid is received prior to the Submission Deadline.

1.6.3 Acknowledgement of Addenda

It is the responsibility of the Bidder to have received all Addenda to this ITT that have been issued by the Town. Bidders will be required to indicate the number of Addenda issued on the Tender Form (Appendix B, Section B1).

Addenda will typically be issued through the bid advertising system at least forty-eight (48) hours prior to the Submission Deadline. However, in some cases, it may be necessary for the Town to issue an Addendum less than forty-eight (48) hours prior to the Submission Deadline. In such cases, the Addendum will include an extension of the Submission Deadline.

Bidders must check the bidding system for any Addenda up until the Submission Deadline.

If a Bid is submitted before an Addendum is issued, the Bidder has the option to withdraw their first Bid and submit a revised Bid. The Bidder is solely responsible for:

- (a) reviewing the status of their Bid;
- (b) making any required adjustments to their Bid;
- (c) acknowledging the Addendum; and,
- (d) ensuring the Bid is re-submitted and received by the Town no later than the Submission Deadline.

The Town will not be responsible for the withdrawal of a Bid due to the Bidder’s failure to acknowledge any Addenda issued prior to the Submission Deadline.

1.6.4 Withdrawal or Amendment of Bids

Bidders may withdraw their Bids prior to the Submission Deadline. To withdraw a Bid, a notice of withdrawal must be sent to the ITT Contact prior to the Submission Deadline and must be signed by an authorized representative of the Bidder. The Town is under no obligation to return withdrawn Bids. Any Bids that are properly withdrawn will not be opened or evaluated by the Town but shall be retained for the Town’s record retention purposes.



The Town will not accept amendments to submitted Bids. If a Bidder wishes to amend an already submitted Bid prior to the Submission Deadline, the Bidder may withdraw the prior Bid and submit a new Bid prior to the Submission Deadline.

1.6.5 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of **45** days running from the moment that the Submission Deadline passes.

[End of Part 1]



PART 2 – EVALUATION OF BIDS

2.1 Stages of Evaluation

The Town will conduct the evaluation of bids in the following three stages:

Stage I	Mandatory Submission Requirements
Stage II	Mandatory Technical Requirements
Stage III	Pricing

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which Bids comply with all of the mandatory submission requirements. Bids that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Town, be disqualified and not evaluated further.

☐ 2.2.1 Tender Form (Appendix B – Section B1)

Each Bid must include the Tender Form (Appendix B) completed according to the instructions contained in the form and signed by an authorized representative of the Bidder.

☐ 2.2.2 Bidder's Ability and Experience (Appendix B – Section B2)

Each Bid must include a Bidders Ability & Experience Form (Appendix B) completed according to the instructions contained in the form.

☐ 2.2.3 List of Subcontractors Form (Appendix B – Section B3)

Each Bid must include a Subcontractor Form (Appendix B) completed according to the instructions contained in the form.

☐ 2.2.4 List of Senior Supervisory Staff (Appendix B – Section B4)

Each Bid must include a Listing of Senior Staff Form (Appendix B) completed according to the instructions contained in the form.

☐ 2.2.5 Agreement to Bond Form (Appendix B – Section B5)

Each Bid must include an Agreement to Bond Form (Appendix B) completed according to the instructions contained in the form.

☐ 2.2.6 Pricing Form (Appendix C)

Each Bid must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

☐ 2.2.7 Bid Security

Each Bidder shall provide with their Submission a Bid Security in the form of a Bid Bond. A Bid Security not submitted or submitted in a form other than specified will result in the bid being rejected.

The bid bond shall be issued by a surety company authorized by law to do business in Canada.

The tender security for this ITT shall be 5% of the Bidder's total bid price (excluding HST).



Bidders shall upload the bid security into the Bidding System. Bidders may upload either a digital bond or a scanned (.pdf) copy of the bond and must deliver an original of the bond to the ITT Contact.

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

The Bid Security shall be forfeited should the successful Bidder fail to execute a Contract with the Town within seven (7) calendar days.

2.3 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the ITT, a Bidder may not make any changes to any of the forms. Any Bid containing any such changes, whether on the face of the form or elsewhere in the Bid, may be disqualified.

2.4 Stage II – Mandatory Technical Requirements

Stage II will consist of a review to determine which Bids comply with all of the mandatory technical requirements and the capability of the Bidders to complete the Work.

Bids that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of the Town, be disqualified and not evaluated further. The mandatory technical requirements are listed in Section D3 of the ITT Particulars (Appendix D).

Bidders must also be able to demonstrate by means of their responses to the ITT, that they have sufficient will, skills, capacity and resources to meet the Town's needs for duration of the Contract with respect to the following:

1. Ability to meet mandatory items
2. Project schedule and timeline
3. Ability to meet specifications
4. Evidence of providing delivery of a similar scope and size that is identified in this ITT with other municipalities or other government agencies.

If all of these are not demonstrated, the Town may disqualify a Bidder. While the evaluation of a Bidder of the above four factors initially occurs in Stage II, if at a subsequent point before a Contract is executed the Town becomes aware of information that leads to the conclusions that this requirement is not met, the Town may disqualify the Bidder.

The Town will also assess Bids to determine whether the Bid or Bidder should be disqualified under Section 3.4 during Stage II, however, nothing prevents the Town from applying the provisions of Section 3.4 at any other moment in the process as it determines necessary.

2.5 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of compliant Bids in accordance with the evaluation method set out in the Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.



2.6 Selection of Lowest Compliant Bidder

Subject to the Town's reserved rights, the lowest priced acceptable Bid will be recommended for award to senior management or Council as applicable.

2.7 Notice to Bidder and Execution of Agreement

Notice of selection by the Town to the successful Bidder shall be in writing. The successful Bidder shall execute the Contract in the form attached as Appendix A to this ITT and satisfy any other applicable conditions of this ITT, including the pre-conditions of award listed in Section D2 of the ITT Particulars (Appendix D), within seven (7) days of notice of selection. This provision is solely for the benefit of the Town and may be waived by the Town.

2.8 Failure to Enter into Agreement

If a selected Bidder fails to execute the Contract or satisfy any applicable conditions within seven (7) days of notice of selection, the Town may, without incurring any liability, (a) execute the Contract as agent or attorney for the selected Bidder, (b) proceed with the selection of another Bidder; and/or (c) pursue all other remedies available to the Town without incurring any liability. With respect to (a), the selected Bidder irrevocably appoints the Town as the selected Bidder's lawful attorney as agent to execute the Contract.

[End of Part 2]



PART 3 – TERMS AND CONDITIONS OF THE ITT PROCESS

3.1 Interpretation

In this document:

“Addenda or Addendum” means such further additions, deletions, modifications or other changes to the ITT.

“Bid” means the offer submitted by a Bidder in response to the ITT, which includes all of the documentation necessary to satisfy the submission requirements of the ITT.

“Bid Security” means the security, in the form of a bid bond, that a Bidder must provide in its Bid to secure the execution of the Contract, should a Bidder become a successful Bidder.

“Bidder” means the legal entity that is submitting a Bid in response to the ITT.

“By-Law” means the Town’s By-Law No. 2017-008 entitled “Procurement By-Law”.

“Contract” means an agreement to be signed between the Town and a successful Bidder respecting the Work.

“Council” means the Council of the Town of Collingwood.

“Deliverables” means the documents and information set out in Appendix D of this ITT Particulars (ITT Particulars), which a Bidder must submit in response to this ITT.

“Drawings” means the Drawings that will form part of the Contract.

“HST” means Harmonized Sale Tax.

“ITT” means this Invitation to Tender and all documents included in this Invitation to Tender.

“ITT Contact” means the individual identified as the Town’s contact for this ITT on Bidding.

“OPS” means the Ontario Provincial Standards published by the Ontario Provincial Standards organization.

“Town” means the Corporation of the Town of Collingwood.

“Work” means the scope of work to be performed by the successful Bidder pursuant to a Contract issued as a result of this ITT.

Additional definitions relating to timeline are set out in Section 1.5 of the ITT.

3.2 General Information and Instructions

3.2.1 ITT Incorporated into Bid

All of the provisions of this ITT are deemed to be accepted by each Bidder and incorporated into each Bidder's Bid. A Bidder who submits conditions, options, variations or contingent statements to the terms as set out in this ITT, including the terms of the Contract, either as part of its Bid or after receiving notice of selection, may be disqualified. If a bidder is not disqualified despite such changes or qualifications, the provisions of this ITT, including the Contract, will prevail over any such changes or qualifications in the Bid.

3.2.2 Bidders to Follow Instructions

Bidders shall structure their Bids in accordance with the instructions in this ITT. Where information is requested in this ITT, any response made in a Bid shall reference the applicable section numbers of this ITT.

3.2.3 Bids in English

All Bids are to be in English only.

3.2.4 No Incorporation by Reference

The entire content of the Bid shall be submitted in a fixed form, and the content of websites or other external documents referred to in the Bid but not attached may not be considered to form part of the Bid.

3.2.5 Information in ITT Only an Estimate

The Town and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this ITT or issued by way of Addenda. Any quantities shown or data contained in this ITT or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders the general scale and scope of the Work. It is the Bidder's responsibility to obtain all the information necessary to prepare a Bid in response to this ITT. The prices as tendered, shall include the supply of all labour, equipment and materials, except as otherwise noted, required to do all of the Work and complete the Contract.

3.2.6 Bidders to Bear Their Own Costs

The Bidder shall bear all costs associated with or incurred in the preparation and presentation of its Bid, including, if applicable, costs incurred for samples, interviews or demonstrations.

3.2.7 Bid to be Retained by the Town

The Town will not return the Bid or any accompanying documentation submitted by a Bidder.

3.2.8 No Guarantee of Volume of Work or Exclusivity of Contract

The Town makes no guarantee of the value or volume of work to be assigned to the successful Bidder. The Agreement will not be an exclusive contract for the provision of the described Work. The Town may contract with others for goods and services the same as or similar to the Work or may obtain such goods and services internally.



3.2.9 Bidders must Satisfy Themselves

It shall be the responsibility of each Bidder:

- (a) to acquire, from online or other sources, any document (including any copyright seal), that is referred to or mentioned in this ITT which is not physically attached herein;
- (b) to examine all components of the ITT, including appendices, forms and Addenda; and,
- (c) to become familiar with all of the terms and conditions contained in this ITT and the policies and legislation set out in the Town's website.

Each Bidder must satisfy itself, by their own study of this ITT, the Contract and the Drawings, by calculation and by personal inspection of the site respecting the conditions existing or likely to exist in connection with the execution of the Work and that the Bidder can complete the Work successfully within the stipulated time and budget.

Each Bidder must satisfy itself with respect to all site conditions relating to the Work. The Bidder waives any claim for additional payment resulting from conditions that could have been reasonably foreseen by the Bidder or determined by an investigation or examination of the site. There will be no consideration of any claim after submission of Bids that there is a misunderstanding with respect to the conditions imposed by the Contract, even if the successful Bidder failed to inspect the site before submitting a Bid.

The failure of any Bidder to acquire, receive or examine any document, form, Addendum or policy shall not relieve the Bidder of any obligation with respect to its Bid or any purchase order based on its Bid.

3.3 Communication after Issuance of ITT

3.3.1 Bidders to Review ITT

Bidders shall promptly examine all of the documents comprising this ITT, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information through the bidding system prior to the Deadline for Questions.

If the Town considers that a correction, explanation or interpretation is necessary or desirable, the Town will issue an Addendum as described in the section below. The decision and interpretation of the Town respecting any such disputes shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of this ITT.

The Town is under no obligation to provide additional information, and the Town is not responsible for any information provided by or obtained from any source other than by addenda issued by the ITT Contact. It is the responsibility of the Bidder to seek clarification from the ITT Contact on any matter it considers to be unclear. The Town shall not be responsible for any misunderstanding on the part of the Bidder concerning this ITT, its process or site conditions.



3.3.2 All New Information to Bidders by Way of Addenda

This ITT may be amended only by Addendum. If the Town, for any reason, determines that it is necessary to provide additional information relating to this ITT, such information will be communicated to all Bidders by Addenda through the bid advertising system. Each Addendum forms an integral part of this ITT.

Bidders are responsible for obtaining all Addenda issued by the Town. In the Submission Form (Appendix B), Bidders should confirm their receipt of all Addenda by setting out the number of each Addendum in the space provided.

3.3.3 Verify, Clarify and Supplement

When evaluating Bids, the Town may request further information from the Bidder or third parties in order to verify, clarify or supplement the information provided in the Bid. The response received by the Town shall, if accepted by the Town, form an integral part of the Bid.

3.4 Award, Notification and Debriefing

3.4.1 Notice of Procurement Results

Once the recommended Bidder has been chosen, in accordance with Section 2 above, the Town will issue a notice of procurement result to all Bidders. The notice of procurement result will identify the recommended Bidder.

3.4.2 Notice of Award

Upon approval to award the Contract, the Town will issue a notice of award to the successful Bidder.

3.4.3 Debriefing

In accordance with the By-Law, Bidders may request a debriefing after receipt of a notice of procurement result. All requests must be in writing to the ITT Contact and must be made within thirty (30) days of such notice. The intent of the debriefing information session is to aid the Bidder in presenting a better bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome. The information obtained in the debriefing cannot be used in any protest under 3.3.3 or other proceeding related the procurement process.

3.4.4 Procurement Protest Procedure

If a Bidder wishes to challenge the ITT process, it should provide written notice to the ITT Contact in accordance with the Town's Procurement Bylaw and procurement protest procedures. The Bidder must provide notice no later than ten (10) calendar days after the date of the notification of the outcome of the selection process. Any dispute that is not timely received or in writing will not receive consideration.

The notice must provide a detailed explanation of the Bidder's concerns with the procurement process or its outcome, including but not limited to:

- (a) A specific description of each act or omission alleged to have materially breached the procurement process;

- (b) A specific identification of the provision in the solicitation or procurement procedure that is alleged to have been breached;
- (c) A precise statement of the relevant facts;
- (d) An identification of the issues to be resolved;;
- (e) The Bidder's arguments, including any relevant supporting documentation; and,
- (f) The Bidder's requested remedial action.

The Town will not consider any notices that do not contain a detailed explanation of the Bidder's concerns.

3.5 Conflict of Interest and Prohibited Conduct

3.5.1 Conflict of Interest

For the purposes of this ITT, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the ITT process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Town in the preparation of its Bid that is not available to other Bidders, (ii) communicating with any person with a view to influencing preferred treatment in the ITT process (including but not limited to the lobbying of decision makers involved in the ITT process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive ITT process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the bidder's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.5.2 Disqualification for Conflict of Interest

The Town may disqualify a Bidder for any conduct, situation or circumstances, determined by the Town, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined above.

3.5.3 Disqualification for Prohibited Conduct

The Town may disqualify a Bidder, rescind a notification of selection or terminate a contract subsequently entered into if the Town determines that the Bidder has engaged in any conduct prohibited by this ITT.

3.5.4 Prohibited Bidder Communications

Bidders shall not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.5.5 Bidder Not to Communicate with Media

Bidders shall not at any time directly or indirectly communicate with the media in relation to this ITT or any agreement entered into pursuant to this ITT without first obtaining the written permission of the ITT Contact.

3.5.6 No Lobbying

Bidders shall not, in relation to this ITT or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Bidder(s).

3.5.7 Illegal or Unethical Conduct

Bidders shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Town; deceitfulness; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this ITT.

3.5.8 Past Performance or Past Conduct

In accordance with the By-Law, the Town may prohibit a Bidder from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the Bidder to honour submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Town, in its sole and absolute discretion, to have constituted a Conflict of Interest.

3.6 Confidential Information

3.6.1 Confidential Information of the Town

All information provided by or obtained from the Town in any form in connection with this ITT either before or after the issuance of this ITT

- (a) is the sole property of the Town and must be treated as confidential;
- (b) must be treated by Bidders and prospective Bidders as confidential;
- (c) is not to be used for any purpose other than replying to this ITT and the performance of the Agreement;



- (d) must not be disclosed without prior written authorization from the Town; and
- (e) must be returned by the Bidder to the Town immediately upon the request of the Town.

3.6.2 Confidential Information of Bidder

Bidders are advised that the Town is governed by Ontario's *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA") and information submitted to the Town in response to this ITT may be subject to disclosure under MFIPPA. A Bidder should identify any information in its Bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Town and is advised to consult with their own legal advisors regarding the appropriate way to identify such information. The Town will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under MFIPPA or any disclosure requirements imposed by law or by order of a court or tribunal. Bidders are advised that their Bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Town to advise or assist with the ITT process, including the evaluation of Bids. If a Bidder has any questions about the collection and use of information pursuant to this ITT, questions are to be submitted to the ITT Contact.

3.6.3 Ownership and Disclosure of Bid Documentation

The documentation comprising any Bid submitted in response to this ITT, along with all correspondence, documentation and information provided to the Town by any Bidder in connection with, or arising out of this ITT, once received by the Town:

- (a) shall become the property of the Town;
- (b) shall become subject to MFIPPA, and may be released pursuant to that Act;

3.6.4 Intellectual Property Rights

Each Bidder warrants that the information contained in its Bid does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the Town, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the Town brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Bid.

3.7 Reserved Rights, Limitation of Liability

3.7.1 Reserved Rights of the Town

The Town reserves the right to:

- (a) make public the names of any or all Bidders;
- (b) make changes, including substantial changes, to this ITT provided that those changes are issued by way of addendum in the manner set out in this ITT;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response

to that request for clarification, which must be submitted to the Town within 38 hours of the Town's response, into the Bidder's Bid;

- (d) assess a Bid on the basis of: (i) a financial analysis determining the actual cost of the Bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this ITT, consider any other relevant information that arises during this ITT process;
- (e) assess the ability of the Bidder to perform the Contract and may reject any Bid where, in the Town's sole estimation, the personnel, experience, past performance and resources of the Bidder are either insufficient or significantly inferior to another Bidder;
- (f) waive formalities and accept Bids that substantially comply with the requirements of this ITT;
- (g) verify with any Bidder or with a third party any information set out in a bid and reject any Bid where, in the Town's sole discretion, the contents appear to be incorrect, inaccurate or inappropriate;
- (h) check references other than those provided by any Bidder;
- (i) disqualify a Bidder, rescind a notice of selection or terminate a contract subsequently entered into if the Bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (j) select a Bidder other than the Bidder whose Bid reflects the lowest cost to the Town;
- (k) cancel this ITT process at any stage;
- (l) cancel this ITT process at any stage and issue a new ITT for the same or similar deliverables;
- (m) reject a Bid as non-compliant if the Town determined, in its sole discretion, that the Bid is materially unbalanced, meaning that:
 - (i) it is based on prices which are significantly less than the cost for some items of work and prices which are significantly overstated in relation to the cost for other items of work; and,
 - (ii) the Town has determined that the Bid may not result in the lowest overall cost to the Town even though it may be the lowest submitted Bid; or
 - (iii) it is so unbalanced as to be tantamount to allowing an advance payment on the Contract.
- (n) accept any Bid in whole or in part; or
- (o) reject any or all Bids;



and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.7.2 Limitation of Liability

By submitting a Bid, each Bidder agrees that:

- (a) neither the Town nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this ITT process including but not limited to costs of preparation of the Bid, loss of profits, loss of opportunity or for any other claim; and
- (b) the Bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the Bid, loss of profit or loss of opportunity by reason of the Town's decision not to accept the Bid submitted by the Bidder, to enter into an agreement with any other Bidder or to cancel this bidding process, and the Bidder shall be deemed to have agreed to waive such right or claim.

3.8 Governing Law and Interpretation

This ITT and the documents contained and referred to therein:

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Town; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

3.9 Application of Procurement By-Law

The provisions of the current Procurement By-Law shall apply at all times to this ITT. In the event of any inconsistency of conflict between the provisions of this ITT and the provisions of the By-Law, the latter shall govern.

[End of Part 3]



APPENDIX A – FORM OF AGREEMENT

CONSTRUCTION AGREEMENT

Made this ____ ay of _____, 2025

BETWEEN:

(the “Contractor”)

And

THE CORPORATION OF THE TOWN OF COLLINGWOOD

(the “Town”)

WHEREAS:

- A. The Town issued invitation to Tender _____ (the “Invitation to Tender”) for the construction of _____;
- B. The Contractor was the successful bidder;

NOW THEREFORE in consideration of the premises and the mutual agreements hereinafter contained the parties agree as follows:

1. The Contractor agrees to execute and perform the whole of the work described in the Invitation to Tender including the supply of all plant, labour and materials necessary to complete the work, matters, and things to be done by the Contractor as required by, in, or under the Invitation to Tender, and the Information for Bidders (Parts 1 to 3), Special Provisions, Drawings and Specifications, Supplementary General Conditions, and General Conditions for the Invitation to Tender, and the Documents submitted with the tender for the Invitation to Tender including the Tender Form, Pricing Form, Agreement to Bond, Bidder’s Ability and Experience Form, List of Subcontractors Form, Senior Supervisory Staff Form, and Safety Standards are hereby made part of this Agreement to all intents and purposes as though recited in full herein.
2. The estimated quantity of work covered by the Invitation to Tender and the unit prices to be paid for the same shall be the amount as enumerated in the Schedule of Items and Prices. The Contractor, having in all respects complied with the provisions of the work, will be paid for, and in respect of the work, the sum of \$ _____ (excluding HST)



by the Town subject to such additions and deductions as may be properly made under the terms of the Invitation to Tender.

3. The Contractor and the Town mutually agree that the exact quantity on which final payment is to be based shall be determined by actual measurement of the completed work, and, should such measurement show that the quantity varies from the quantity estimated in the Schedule of Prices, then variation times the unit prices in the Schedule of Items and Prices.
4. The Contractor acknowledges and agrees that any and all records and documentation relating to this Agreement, obtained as a direct result of the performance of the work under this Agreement which is in the Contractor's possession, shall be deemed to be the property of the Town, and shall then remain under the care and control of the Town and subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, as may be amended from time to time (the "Act"). The Contractor agrees to abide by the provisions of the Act with respect to any such information. Forthwith, upon termination of this Agreement, for any reason whatsoever, the Contractor shall forward any and all records and information (including originals and all copies) it may have in its possession with respect to this Agreement to the Town. The contractor agrees that, during and after the term of this agreement, it shall not disclose any information or records it obtains pursuant to any work carried out under this agreement and shall take all reasonable precautions to prevent disclosure of any such information of records.
5. Any written notice given pursuant to this Construction Agreement is sufficiently given if delivered in person, sent successfully by facsimile transmission, or sent by ordinary prepaid mail addressed as follows:
 - (a) In the case of the Town to:
97 Hurontario St., PO Box 157
Collingwood, ON L9Y 3Z5
Fax:
Email: purchasing@collingwood.ca
6. If any term or condition of this Agreement or the application thereof to the parties or to any Persons or circumstances, to any extent invalid or unenforceable, the remainder of this agreement and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
7. This Agreement may be signed in counterparts, each of which when signed and delivered will be deemed to be an original, but all such counterparts will together constitute one and the same instrument.
8. The conditions, terms, and agreements herein contained shall ensure to the benefit of, and be binding upon, the parties and their respective heirs, successors, representatives, administrators, and assigns.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHERE OF, the Parties have affixed their signatures.

THE CORPORATION OF THE TOWN OF COLLINGWOOD

Name:

Title:

I have the authority to bind the corporation

Name:

Title: Purchasing Officer

I have the authority to bind the corporation

[INSERT LEGAL NAME OF CONTRACTOR]

Name:

Title:

I have the authority to bind the corporation



APPENDIX B – SUBMISSION FORMS

B1 TENDER FORM

1. Respondent Information

Please fill out the following form, naming one person to be the respondent's contact for the RFQ process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
Town, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Fax:	
Respondent Contact Email:	
HST No.	

2. Offer

The Bidder has carefully examined the ITT documents and has a clear and comprehensive knowledge of the Deliverables required under the ITT and the Work to be completed. By submitting a Bid, the Bidder agrees and consents to the terms, conditions and provisions of the ITT, including the form of Contract, and offers to provide the Work in accordance therewith at the rates set out in the Bid.

3. Rates

The Bidder has submitted its rates in accordance with the instructions in the ITT and in the Pricing Form (Appendix C). The Bidder confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.



4. Addenda

The Bidder is deemed to have read and taken into account all Addenda issued by the Town. The Bidder is requested to confirm that it has received all Addenda by listing the Addenda numbers, or if no Addenda were issued by writing the word "None", on the following line: _____ . If this section is not completed, the Bidder will be deemed to have received all posted Addenda.

5. No Prohibited Conduct

The Bidder declares that it has not engaged in any conduct prohibited by this ITT.

6. Conflict of Interest

The Bidder must declare all potential Conflicts of Interests, as defined in Section 3.4.1 of the ITT. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the bid; **AND** (b) were employees of the Town within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the Bidder will be deemed to declare that (a) there was no Conflict of Interest in preparing its Bid; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the ITT.

Otherwise, if the statement below applies, check the box.

- ☐ The Bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its Bid, and/or the Bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the ITT.

If the Bidder declares an actual or potential Conflict of Interest by marking the box above, the Bidder must set out below details of the actual or potential Conflict of Interest:

7. Disclosure of Information

The Bidder hereby agrees that any information provided in this Bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Bidder hereby consents to the disclosure, on a confidential basis, of this Bid by the Town to the advisers retained by the Town to advise or assist with the ITT process, including with respect to the evaluation this Bid.

8. Bid Irrevocable

The Bidder agrees that its Bid shall be irrevocable for a period of **45** days following the Submission Deadline.



9. Execution of Agreement

The Bidder agrees that in the event its Bid is selected by the Town, in whole or in part, it will finalize and execute the Contract in the form set out in Appendix A to this ITT in accordance with the terms of this ITT.

Signature of Witness

Signature of Bidder Representative

Name of Witness

Name of Bidder Representative

Title of Bidder Representative

Date

I have the authority to bind the bidder.



B2 BIDDER'S ABILITY & EXPERIENCE FORM

Mandatory Requirement:

- (a) Bidders must provide information on the construction of a minimum of three (3) municipal park contracts with construction values greater than \$1,500,000.00 in this class of work (similar scope and scale of work), provided for municipal/local governments or other public agencies in Canada, *completed* between 2021 and 2024.
- (b) If the Bidder has provided to the Town contracted services of similar scope and size within the time period requested, the respondent is to include the Town as a reference.
- (c) Project information must be presented in the format as listed below. Failure to provide the information in the table format as below may disqualify the bid submission from further evaluation. Add more tables/columns for more projects.
- (d) A separate MS Word file is provided to assist in providing the information in the exact format as presented below.

Failure to meet the mandatory requirement listed above may result in the bid being removed from further consideration.

In providing references, Respondents agree that the Town can contact the individuals provided as part of the evaluation process and that the individuals have confirmed their willingness to provide a reference check. The Town will make its own arrangements in contacting the references. Substitution of references will not be permitted after the close of the ITT.

REFERENCE RELEASE FORM

By providing the contact information for previous projects the Bidder hereby authorizes the Town of Collingwood to contact the person or organization listed above for the purpose of obtaining information relating to the Contractor and Subcontractors.

Bidder Authorization: _____



PROJECT 1	
Project Name & Location	
Substantial Performance Date	
Project Bid Value	
Description of Work	
List Work Self Performed by General Contractor	
Building Design-Build Sub-Contractor Company Name & Approximate Value of Work	
REFERENCE	
Project Owner	
Project Manager Information: (Name, Title, and Company)	
Contact Number:	
Contact Email:	
Consultant (Company) Name	
Was the project completed on time?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If no, please provide an explanation	



PROJECT 2	
Project Name & Location	
Substantial Performance Date	
Project Bid Value	
Description of Work	
List Work Self Performed by General Contractor	
Building Design-Build Sub-Contractor Company Name & Approximate Value of Work	
REFERENCE	
Project Owner	
Project Manager Information: (Name, Title, and Company)	
Contact Number:	
Contact Email:	
Consultant (Company) Name	
Was the project completed on time?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If no, please provide an explanation	



PROJECT 3	
Project Name & Location	
Substantial Performance Date	
Project Bid Value	
Description of Work	
List Work Self Performed by General Contractor	
Building Design-Build Sub-Contractor Company Name & Approximate Value of Work	
REFERENCE	
Project Owner	
Project Manager Information: (Name, Title, and Company)	
Contact Number:	
Contact Email:	
Consultant (Company) Name	
Was the project completed on time?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If no, please provide an explanation	



B3 LIST OF SUBCONTRACTORS FORM

The Bidder shall identify below how the project will be completed by listing the scope of work to be undertaken by their own forces and by Subcontractors. Any change in Subcontractors from those listed must be approved by the Town prior to the subcontractor starting work on the project.

<u>Name of Subcontractor & Address</u>	<u>Work Type To be Subcontracted</u>	<u>Approximate Value Of Sublet Work If Available</u>

☐ **All work to be conducted by Own Forces**

NOTE: Subcontractors will not be allowed if this option is selected



B4 SENIOR SUPERVISORY STAFF

Senior Supervisory Staff, including the Project Manager and Site Supervisor, shall be listed below and cannot be changed without prior written approval of the Contract Administrator and Town. Changes may only be approved provided that the alternative supervisor is demonstrated to have the same or better qualifications as those named in the ITT.

Name & Title
Qualifications
& Experience

Name & Title
Qualifications
& Experience

Name & Title
Qualifications
& Experience

Name & Title
Qualifications
& Experience



Name & Title
Qualifications
& Experience

Name & Title
Qualifications
& Experience

Name & Title
Qualifications
& Experience

Name & Title
Qualifications
& Experience



B5 AGREEMENT TO BOND FORM

AGREEMENT TO BOND

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

in a 'Performance Bond' for the amount of 50% of the total Tender, and a 'Labour and Materials Payment Bond' in the amount of 50% of the total Tender, conforming to the instruments of Contract attached hereto, for the full and due performance of the Work shown and as described herein in the Tender for **Wilson-Sheffield Park & Washroom Building** Contract No. **FIN2025-006T** is accepted by the Owner. Period of warranty shall be twelve (12) months from Substantial Performance.

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

DATED THIS _____ day of _____ 2025.

Name of Bonding Company

by _____
Signature of Authorized Person Position of Signing Officer
Signing for Bonding Company

I have the ability and authority to bind the Corporation

Company Seal



APPENDIX C – PRICING FORM

1. Instructions on How to Complete Pricing Form

The Bidder hereby tenders and offers to enter into a Contract, being the Contract herein before referred to, to supply and do all or any part of the Work which is set out or called for in this Bid on the terms and conditions and under the provisions set out or called for in this Bid, and for the following sum, which shall include all labour and material, costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Town, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Bidders should provide the information requested under section 3 below. Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

2. Evaluation of Pricing

Pricing will be evaluated based on the lowest total price (excluding HST) for the bidder who is compliant with all deliverables as stated within this ITT. Pricing will be based on the unit prices bid multiplied by the quantities stipulated in the Schedule of Items and Prices.

The evaluation of pricing will be based on the lowest total price including 'Provisional Items' (if awarded) (excluding HST). A decision on the award of provisional items will be made at the time of award and will be based on the available budget. The Town reserves the right to award none or all of the Provisional Items listed on the Pricing Form. The decision as to the award of the Provisional Items will be at the sole discretion of the Town.

3. Pricing Form

Bidders are provided with an electronic copy of the Schedule of Items and Prices in excel format to assist with the preparation of Appendix C – Pricing Form. The Pricing Form must also be included in the electronic bid submission file (s).

The electronic file is provided as a convenience to the Bidder. Bidders are solely responsible for ensuring the math is correct and that all items, quantities, etc. Match the hard copy provided within the tender package.

In the event of mathematical errors found in the pricing pages of the Bid, the unit prices quoted shall prevail. Extensions and totals may be corrected accordingly and adjustments resulting from the correction(s) will be applied to the total bid price quoted.

TOWN OF COLLINGWOOD
Wilson-Sheffield Park & Washroom Building

April 23, 2025

TENDER FOR
CONTRACT NO. FIN2025-006T

SCHEDULE OF ITEMS AND PRICES

No.	SP #	Item	Unit	Qty	Unit Cost	Item Cost
1.0		<u>SITE PROTECTION, SALVAGING, & REMOVALS WORKS</u>				
1.1	SP2	Construction Fence	m	98	\$	\$
1.2	SP3	Stone Mud Mat	ea.	1	\$	\$
1.3	SP4	Heavy Duty Silt Fence	m	254	\$	\$
1.4	SP5	Straw Bale Flow Check Dam (<i>Provisional</i>)	ea.	2	\$	\$
1.5	SP6	Catch Basin Sediment Trap (<i>Provisional</i>)	ea.	1	\$	\$
1.6	SP7	Remove & Salvage 6.0m Wide Chain Link Gates (SWM Pond)	ea.	2	\$	\$
1.7	SP7	Remove & Dispose of Existing Chain Link Fence & Footings	m	180	\$	\$
1.8	SP7	Sawcut & Grind Existing Curb & Gutter to Depressed Condition (OPSD 600.040)	LS	1	\$	\$
1.9	SP7	Remove & Dispose of Existing Concrete Sidewalk	m2	28	\$	\$
Total Section 1.0						\$
2.0		<u>SITE WORKS</u>				
2.1	SP8	Earthworks & Disposal of Surplus Subgrade Material	LS	1	\$	\$
2.2	SP9	Armourstone Retaining/Seat Wall	m	54	\$	\$
2.3	SP42	Topsoil & Finish Grading (150mm)	m2	4,489	\$	\$
2.4	SP43	Sodding	m2	2,700	\$	\$
2.5	SP44	Hydroseeding	m2	1,789	\$	\$
Total Section 2.0						\$
3.0		<u>DRAINAGE & SUB-DRAINAGE WORKS</u>				
3.1	SP10	Catch Basin	ea	2	\$	\$
3.2	SP11	300mm Dia. Storm Pipe	m	61	\$	\$
3.3	SP11	Connection of Storm Pipe to Existing Storm Sewer	ea	1	\$	\$
3.4	SP17	CCTV Inspection - Storm Sewer (<i>Provisional</i>)	m	61	\$	\$
3.5	SP10	Area Drain	ea	1	\$	\$
3.6	SP11	100mm Dia. SDR35 PVC Storm Pipe (Area Drain)	m	19	\$	\$
3.7	SP12	375mm dia. HDPE Culvert	m	12	\$	\$
3.8	SP13	150mm dia. Perforated HDPE Sub-drain (Under Parking Lot Curb)	m	56	\$	\$
3.9	SP13	100mm dia. Perforated HDPE Sub-drain (Retaining Wall)	m	39	\$	\$
3.10	SP13	100mm dia. Perforated HDPE Sub-drain (Playground)	m	126	\$	\$
3.11	SP13	150mm dia. Perforated HDPE Header Sub-drain (Playground)	m	24	\$	\$
3.12	SP13	100mm dia. Solid HDPE Outlet Pipe (with rodent grate)	m	22	\$	\$
3.13	SP13	150mm dia. Solid HDPE Outlet Pipe (with rodent grate)	m	19	\$	\$
Total Section 3.0						\$

4.0 BUILDING WORKS

4.1	SP14	Washroom/Storage Building: Design-Build	LS	1	\$	\$
4.2	SP15	Building Electrical Works (including lighting, panels, receptacles, cables, ADO, etc.)	LS	1	\$	\$
4.3	SP16	Washroom Plumbing Works (including all water and sanitary plumbing, drains, hose bibs, etc.)	LS	1	\$	\$
4.4	SP16	Washroom Mechanical Works (including all exhaust fans, louvres, grilles, ductwork, etc.)	LS	1	\$	\$
Total Section 4.0						\$

5.0 SITE SERVICING WORKS

5.1	SP10	Sanitary Maintenance Hole (1200 dia.)	ea.	1	\$	\$
5.2	SP17	125mm dia. Sanitary Sewer	m	60	\$	\$
5.3	SP17	Connection of Existing Sanitary Lead to Proposed Maintenance Hole	LS	1	\$	\$
5.4	SP17	CCTV Inspection - Sanitary Sewer (<i>Provisional</i>)	m	60	\$	\$
5.5	SP18	50mm dia. Water Service (including connection)	m	62	\$	\$
5.6	SP18	Connect to Existing Water Service	LS	1	\$	\$
Total Section 5.0						\$

6.0 SITE ELECTRICAL & MECHANICAL WORKS

6.1	SP15	Incoming Electrical Service including meter base and EPCOR coordination	LS	1	\$	\$
6.2	SP15	Site Electrical Works (including trenching, cables, ducts, miscellaneous items, terminations, etc.)	LS	1	\$	\$
6.3	SP15	Light Standards & Footing - Parking Lot	ea.	3	\$	\$
6.4	SP15	Events Pedestals including Vault	ea.	2	\$	\$
6.5	SP15	Connection & ESA Inspection	LS	1	\$	\$
6.6	SP16	Waterbottle Fill Station	LS	1	\$	\$
Total Section 6.0						\$

7.0 CONCRETE WORKS

7.1	SP19	Concrete Retaining Wall	m	39	\$	\$
7.2	SP20	Concrete Curb - Parking Lot	m	207	\$	\$
7.3	SP20	Concrete Curb - Playground (Type A)	m	25	\$	\$
7.4	SP20	Concrete Curb - Playground (Type B)	m	92	\$	\$
7.5	SP20	Concrete Planter Curb	m	83	\$	\$
7.6	SP21	Concrete Walkways	m2	1,231	\$	\$
7.7	SP21	Concrete Sidewalk - Road Allowance (OPSD 310.010)	m2	28	\$	\$
7.8	SP21	Sand Play Access Ramp	ea	1	\$	\$
7.9	SP22	Tactile Walking Surface Indicators (TWSI)	ea	6	\$	\$
Total Section 7.0						\$

8.0	<u>ASPHALT & GRANULAR WORKS</u>					
8.1	SP23	Granular B: Parking Lot (300mm thick)	m2	1,173	\$	\$
8.2	SP24	Granular A: Parking Lot (150mm thick)	m2	1,173	\$	\$
8.3	SP25	Binder Course Asphalt: Parking Lot (50mm HL8)	m2	1,173	\$	\$
8.4	SP26	Surface Course Asphalt: Parking Lot (40mm HL3)	m2	1,173	\$	\$
8.5	SP27	Tack Coat: Parking Lot	m2	1,173	\$	\$
8.6	SP28	Pavement Markings: Parking Lot	m	204	\$	\$
8.7	SP28	Hatched Access Aisle	ea	1	\$	\$
8.8	SP28	Accessible Symbols: Parking Lot	ea	2	\$	\$
8.9	SP23	Granular B: Sports Courts (300mm thick)	m2	3,860	\$	\$
8.10	SP24	Granular A: Sport Courts (150mm thick)	m2	3,860	\$	\$
8.11	SP24	Binder Course Asphalt: Sport Courts (50mm HL8)	m2	3,860	\$	\$
8.12	SP24	Surface Course Asphalt: Sport Courts (40mm HL3)	m2	3,860	\$	\$
8.13	SP24	Tack Coat: Sport Courts	m2	3,860	\$	\$
8.14	SP30	Acrylic Court Surface c/w Court Lines (2 coats)	m2	3,300	\$	\$
8.15	SP30	Additional Coat of Acrylic Colour Coating (<i>Provisional</i>)	m2	3,300	\$	\$
8.16	SP31	Line Painting - Basketball Court	LS	1	\$	\$
8.17	SP31	Solid Key Painting - Basketball Court	LS	1	\$	\$
8.18	SP29	Asphalt Multi-Use Trail (incl.Granular A Base)	m2	466	\$	\$
8.19	SP32	Granular Trail (incl.Granular A Base)	m2	26	\$	\$
Total Section 8.0						\$
9.0	<u>FENCING WORKS</u>					
9.1	SP33	Timber Acoustic Fence & Footings (3.0m High)	m	58	\$	\$
9.2	SP33	Timber Equestrian Fence & Footings	m	50	\$	\$
9.3	SP34	Court Fence & Footings (3.05m High Galv. Chain Link - 38mm, 9-gauge)	m	185	\$	\$
9.4	SP34	Court Fence & Footings (3.05m High Galv. Chain Link - 38mm, 9-gauge with 141mm posts & 73mm rails)	m	5	\$	\$
9.5	SP34	Wall Mounted Court Fencing (2.45m High Galv. Chain Link - 38mm, 9-gauge with 141mm posts & 73mm rails)	m	39	\$	\$
9.6	SP34	Pedestrian Access Gate (1.2m Wide Galv. Chain Link - 38mm, 9-gauge)	ea.	3	\$	\$
9.7	SP34	Court Maintenance Gate - Double (2.4m Wide Galv. Chain Link - 38mm, 9-gauge)	ea.	2	\$	\$
9.8	SP34	Court Divider Fence & Footings (1.5m High Galv. Chain Link - 38mm, 9-gauge)	m	170	\$	\$
9.9	SP34	SWM Pond Fence & Footings (1.5m High Black Vinyl Chain Link - 38mm, 9-gauge)	m	139	\$	\$
9.10	SP34	SWM Pond Access Gate (3.0m Wide Black Vinyl Chain Link - 38mm, 9-gauge)	ea.	1	\$	\$
9.11	SP34	SWM Pond Access Gate - Double (6.0m Wide Black Vinyl Chain Link - 38mm, 9-gauge)	ea.	1	\$	\$
9.12	SP34	Reinstall Salvaged 6.0m Wide - Double Black Vinyl Chain Link Gates	ea.	2	\$	\$
Total Section 9.0						\$

10.0 SPORT/ SITE FURNISHING & SIGNAGE WORKS

10.1	SP35	Basketball Net & Footing	ea	2	\$	\$
10.2	SP35	Tennis Posts, Footings, & Net (2 post, 1 Net)	ea	3	\$	\$
10.3	SP35	Pickleball Posts, Footing, & Net (2 post, 1 Net)	ea	6	\$	\$
10.4	SP35	Benches	ea	2	\$	\$
10.5	SP35	Backless Bench	ea.	11	\$	\$
10.6	SP35	Picnic Table	ea.	6	\$	\$
10.7	SP35	Bike Racks - (5 Bike Capacity)	ea	11	\$	\$
10.8	SP35	Accessible Parking Signs	ea	2	\$	\$

Total Section 10.0**\$****11.0 PLAYGROUND WORKS**

11.1	SP36	Safety Surface: EPDM Rubberized Play Surface (incl Gran A base)	m2	514	\$	\$
11.2	SP37	Sand Play Surface	m2	70	\$	\$
11.3	SP38	Play Structures	LS	1	\$	\$

Total Section 11.0**\$****12.0 PLANTING WORKS**

12.1	SP39	Planting Soil Mixture	m2	297	\$	\$
12.2	SP40	Mulch	m2	297	\$	\$
Deciduous Trees						
12.3	SP41	Autumn Blaze Maple Acer x freemanii 'Autumn Blaze' (50mm cal.)	ea.	6	\$	\$
12.4	SP41	Sugar Maple Acer saccharum (50mm cal.)	ea.	7	\$	\$
12.5	SP41	Common Hackberry Celtis occidentalis (50mm cal.)	ea.	5	\$	\$
12.6	SP41	Espresso Kentucky Coffee Tree Gymnocladus dioicus 'Espresso-JFS' (50mm cal.)	ea.	7	\$	\$
12.7	SP41	American Sycamore Platanus occidentalis (50mm cal.)	ea.	2	\$	\$
12.8	SP41	Basswood Tilia americana (50mm cal.)	ea.	4	\$	\$
12.9	SP41	Accolade Elm Ulmus davidiana var. japonica 'Accolade' (50mm cal.)	ea.	7	\$	\$
Coniferous Trees						
12.10	SP41	White Spruce Picea glauca (250cm)	ea.	4	\$	\$
12.11	SP41	Eastern White Pine Pinus strobus (250cm)	ea.	5	\$	\$
12.12	SP41	American Larch Larix laricina (250cm)	ea.	9	\$	\$
12.13	SP41	Eastern White Cedar Thuja occidentalis (250cm)	ea.	28	\$	\$
Deciduous Shrub						
12.14	SP41	Low Scape Mound Chokeberry Aronia x 'UNCONNAM165'	ea.	53	\$	\$
12.15	SP41	Glow Girl Birchleaf Spirea Spiraea betulifolia 'Tor Gold'	ea.	86	\$	\$
12.16	SP41	Dwarf Korean Lilac Syringa meyeri 'Palibin'	ea.	114	\$	\$

Ornamental Grasses & Perennials					
12.17	SP41	Purple Coneflower	ea.	73	\$
		Echinacea purpurea			\$
12.18	SP41	Switch Grass	ea.	8	\$
		Panicum virgatum			\$
12.19	SP41	Black-Eyed Susan	ea.	52	\$
		Rudbeckia fulgida 'Goldsturm'			\$
Total Section 12.0					\$
TOTAL SECTIONS 1.0 - 12.0 (excludes HST)					\$

APPENDIX D – ITT PARTICULARS

D1 THE DELIVERABLES

The Town of Collingwood proposes to engage the services of an experienced General Contractor to construct Wilson-Sheffield Park, a 1.25 ha community park located at 31 Dey Drive in Collingwood, Ontario. Located within the Indigo Estates residential community, the site is immediately south of Admiral Collingwood Elementary School, bordered by residential properties to the south and east and an existing stormwater management pond to the west.

This project requires the construction of a washroom/storage building, multi-sport courts, a playground, and supporting site infrastructure to provide high-quality recreation and social spaces for residents of all ages and abilities. The contract will be administered as a unit price construction contract, with the washroom/storage building delivered as a design-build component within the contract.

The park's sports complex includes three dedicated tennis courts and six dedicated pickleball courts, constructed with an acrylic hardcourt surfacing system. The tennis and pickleball court areas are separated by a 0.6m grade change, which incorporates a concrete retaining wall. The courts will be fully enclosed by a 3.0m tall chain-link fence, with 3.6m high acoustic fencing incorporated to mitigate pickleball noise. Adjacent to the court enclosure, a full-size basketball court will be constructed, featuring permanent basketball hoops and painted game lines.

A fully accessible, inclusive playground will be installed, featuring a rubberized play surface, a sand play area, and a variety of play structures designed for different age groups and abilities. The playground area will be complemented by a shaded seating area under the extended canopy of the washroom/storage building. The park will also feature a large open play lawn to accommodate unstructured recreation, sports activities, and community events.

The project includes the construction of a 36-space parking lot with lighting, including two accessible stalls, as well as concrete walkways and asphalt pathway connections that integrate the park into Collingwood's trail network. Additional site work includes tree planting, naturalized no-mow areas, and a landscaped buffer along adjacent residential properties.

Given the specialized sports court construction, custom playground installation, design-build washroom pavilion, and extensive site servicing and grading, the successful Contractor must demonstrate expertise in municipal park development, sports infrastructure, and site servicing.

The following is a general but not necessarily complete description of the Works to be constructed under this Contract:

- erosion control and site protection works
- removal of existing chain-link fencing
- salvaging and reinstatement of chain-link fencing & gates
- removal of existing municipal sidewalk and modification existing Dey Drive barrier curb and gutter to facilitate a new driveway
- stripping and disposal of existing weed grass, surface organics and debris established within the top layer of the native subgrade surface
- excavation, grading, and compacting of on-site fill material
- off-site disposal of surplus native subgrade soils
- armourstone retaining/ seating walls
- concrete retaining wall with integrated structural chain-link fencing



- working drawing design, approvals, supply, and installation of 'turnkey' washroom/storage building and foundation, including all specified washroom fixtures/features
- storm drainage, areas drains, catch basins, and culverts
- subdrainage
- water and sanitary servicing
- site power supply & electrical site servicing
- building electrical and mechanical works for washroom/storage building
- parking lot light standards, including associated electrical servicing
- events power pedestals & associated electrical works
- outdoor water bottle refill station & associated plumbing
- concrete and asphalt walkways/ trails including tactile walking surface indicators
- asphalt basketball court with line painting and associated nets
- asphalt tennis and pickleball courts with acrylic court surfacing and associated nets
- asphalt parking lot
- chain-link fencing and gates for court enclosure, pickleball dividers, and SWM pond
- timber acoustic fencing & equestrian fencing
- concrete curbs for parking lot, playground, and planters
- playground structures/equipment
- EPDM rubber playground safety surfacing and drainage system
- sand play surface
- sports and site furnishings
- mulched planting beds
- planting of trees, shrubs, and groundcovers
- topsoil, seeding, and sodding

The Contractor is responsible to follow the instructions in all Appendices.

D2 MATERIAL DISCLOSURES

The material disclosures that apply to this ITT, if any, are set out below.

1. Washroom/Storage Building Design-Build

A detailed Washroom/Storage Building Concept and performance specification have been prepared by Unity Design Studios Inc. and is included in the tender documents. The Contractor is responsible for realizing the design intent outlined in these documents while preparing technical working drawings and securing the Building Permit through the Town's Building Services Department.

The building concept includes:

- Two unisex washrooms and one universal washroom
- Four storage rooms for dedicated use by the Town and sports organizations (tennis, pickleball, and basketball)
- A maintenance closet for mechanical and electrical equipment
- An extended covered roof canopy providing shaded seating

The structure will be built with mass timber beams, Douglas Fir columns, and cross-laminated timber (CLT) roof panels, featuring a Havelock Metal Legacy Standing Seam metal roof for durability and low maintenance. The exterior walls will be constructed using Brampton Brick Carboclave concrete blocks, providing carbon-neutral construction benefits.

The Contractor shall be responsible for:

- Developing and submitting a complete set of detailed working drawings, product information, and specifications for the washroom/storage building, ensuring alignment with the architectural concept and performance specifications by Unity Design Studios Inc.
- Ensuring that all working/permit drawings are sealed by a structural engineer licensed in Ontario
- Applying for and securing the Building Permit, including paying all required fees
- Coordinating all required inspections during construction and rectifying any deficiencies as required
- Securing final occupancy approval from the Town's Building Services Department

All revisions required by the Town of Collingwood to confirm compliance with the Ontario Building Code (OBC), Accessibility for Ontarians with Disabilities Act (AODA), and all applicable regulations, bylaws, and standards shall be completed by the Contractor to the satisfaction of the Town's Building Services Department.

2. Geotechnical Examination

Bidder's attention is drawn to the subsurface soil conditions of the site, as described in the Geotechnical Test Pit Investigation (May 31, 2024). Copies of the geotechnical investigation may be requested in writing by correspondence or email and PDF copies will be made available for information purposes only.

Subsurface soil conditions as indicated in the report and/or the borehole/test pit logs are not guaranteed by the Town or their agents, nor does the Town or their agents accept responsibility for any assumption made by the Bidder. Any topsoil, rock, or water table elevations documented in the geotechnical investigation cannot be guaranteed to be indicative of actual conditions experienced during the Construction of the Works.



The Bidder may carry out such further investigations as are necessary to inform them of the subsurface conditions, which will be encountered during Construction of the Works with the approval of the Town. The arrangements for such investigations should be made with the Contract Administrator, the Town, and any other appropriate authorities.

3. Existing Site Conditions

The Wilson-Sheffield Park site was originally designated through Indigo Estate's Plan of Subdivision and development agreement and has been assumed by the Town with grading, servicing, and perimeter fencing in place. However, the site was never topsoiled and seeded, and the existing surface conditions consist of compacted fill material placed by the developer.

The current surface layer has developed a mix of weeds, grasses, organics, stones and debris. Before any earthworks begin, the Contractor shall be responsible for stripping and properly disposing of this material to ensure that organic content is not mixed into fill material placed under built features and amenities.

Furthermore, it is anticipated that surplus fill material will be generated as part of grading operations. Given the limited size of the site, there is no opportunity for on-site reuse, berming, or disposal. As such, all excess material must be removed from the site.

The Contractor is responsible for ensuring that all soils leaving the property are disposed of properly in accordance with the Ontario Ministry of the Environment, Conservation and Parks (MECP), Ontario Regulation (O.Reg.) 406/19 – On-Site and Excess Soil Management. Compliance with all regulatory requirements regarding soil handling, transportation, and disposal is mandatory.

4. Existing Storm Infrastructure

Bidders shall be aware that a 1050mm concrete storm sewer pipe crosses the northern portion of the site, serving as a main stormwater discharge pipe for the Indigo Estates development. This pipe outlets into the stormwater management pond located to the west of the park. At the northeast corner of the property, the storm sewer changes direction at an existing maintenance hole which shall remain.

Additionally, along the north boundary of the site, there is an existing surface ditch with a catch basin that drains water from the site and adjacent school property. This drainage feature shall not be disturbed during construction.

The Contractor shall be responsible for ensuring that all earthworks, excavation, and construction activities are planned and executed in a manner that avoids impacts to this infrastructure. Any work in proximity to the storm sewer, maintenance hole, or stormwater ditch must adhere to municipal and engineering standards to prevent disruption to the stormwater system.

5. Access, Staging & Public Safety

Bidders shall be aware that Wilson-Sheffield Park is located immediately south of Admiral Collingwood Elementary School, and construction is expected to take place during both the summer and the school year. Given the close proximity to the school and surrounding residential properties, the site must be fully secured from public access at all times throughout the duration of construction.

The Contractor shall be responsible for ensuring that all construction activities, worker parking, material storage, and equipment staging occur within the secured construction enclosure. No stockpiles, material storage, or work operations shall extend beyond the designated site boundaries.



Safety must be a paramount operational consideration on a day-to-day basis, and the Contractor's Health and Safety Plan shall reflect the unique risks associated with working adjacent to a school and residential areas, ensuring a controlled and secure work environment at all times. The Town reserves the right to review and require modifications to the Health and Safety Plan to ensure compliance with all applicable regulations, best practices, and municipal safety requirements.

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

6. Schedule

The Work will be commenced within 5 days of the issuance of a Town Purchase Order/Start Work Order. The Purchase Order/Start Work Order will be subject to receiving all approvals. It is expected that all approvals will be in place to issue the Purchase Order and Start Work Order on **June 18, 2025**.

Ideally, the Town's desire is to complete the project during the summer of 2026 to allow opportunities for the public to enjoy the amenities prior to the end of the summer tennis, pickleball and basketball seasons. Schedules submitted to achieve this timeline will be considered favourably provided they are supported by the allocation of appropriate resources, labour, and material commitments and experience.

7. Occupational Health and Safety Act

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

8. Substantial Performance

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

Preconditions of Award

The pre-conditions of award that apply to this ITT, if any, are set out below.

- (a) **Insurance Certificates:** provide a current Certificate of Insurance as per the ITT requirements specified in Appendix D - ITT Particulars, Section D3.2, Special Provision SP1, Item SP1.4 - General Liability & Automobile Liability Insurance. The Corporation of the Town of Collingwood, Envision-Tatham Inc., and Tatham Engineering Limited shall be listed as an additional insured.
- (b) **WSIB Certificate** – provide a current Certificate of Clearance from the Workplace Safety and Insurance Board.
- (c) **AODA:** Provide confirmation of completion of AODA training.
- (d) **Agreement:** (Appendix A) - provide electronic copy of the Construction Agreement as per Appendix A, for execution.
- (e) **Performance Surety:** provide bonds as per the ITT requirements specified in Appendix D - ITT Particulars, Section D3.2, Special Provision SP1, Item SP1.3 - Performance Bond & Labour and Materials Payment Bond
- (f) **Construction Schedule:** provide a construction schedule detailing key milestone dates
- (g) **Supplier Acknowledgement Form** - Signed Collingwood Environmental Services Quality Management System Acknowledgement Form

D3 MANDATORY TECHNICAL REQUIREMENTS

The mandatory technical requirements that apply to this ITT, if any, are set out below.

D3.1 SCHEDULE OF DRAWINGS, SPECIFICATIONS, STANDARDS & CONDITIONS OF CONTRACT

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

Drawings

Drawing	Rev	Prepared by
TP Title Page	2	Envision-Tatham Inc.
ECR-1 Existing Conditions, Site Protection & Removals	2	Envision-Tatham Inc.
LA-1 Site Plan	2	Envision-Tatham Inc.
LA-2 Detailed Layout Plans	2	Envision-Tatham Inc.
LA-3 Detailed Layout Plans	2	Envision-Tatham Inc.
GR-1 Grading Plan	2	Envision-Tatham Inc.
SG-1 Subdrainage Plan	2	Envision-Tatham Inc.
PP-1 Planting Plan	2	Envision-Tatham Inc.
D-1 Site Details	2	Envision-Tatham Inc.
D-2 Site Details	2	Envision-Tatham Inc.
D-3 Site Details	2	Envision-Tatham Inc.
D-4 Site Details	2	Envision-Tatham Inc.
D-5 Site Details	2	Envision-Tatham Inc.
D-6 Planting Details	2	Envision-Tatham Inc.
Architectural		
A-101 Washroom Plans, Building Elevations, Materials and Rendering	1	Unity Design Studio Inc.
Civil		
IN.1 Index Sheet	2	Tatham Engineering Limited
STM.1 Storm Drainage Plan	2	Tatham Engineering Limited
STM.2 Storm Sewer Design Sheet	2	Tatham Engineering Limited
SS.1 Site Servicing Plan	2	Tatham Engineering Limited
DE.1 Details and Notes	2	Tatham Engineering Limited

Structural

S.1	Key Plan, Typ. Details, & General Notes	3	Tatham Engineering Limited
S.2	Retaining Wall & Chain-link Fence Details	3	Tatham Engineering Limited
S.3	Acoustic Fence Details	3	Tatham Engineering Limited

Electrical

E1.0	Electrical Overall Site Plan, Legend & Drawing List	5	Tatham Engineering Limited
E1.1	Electrical Power Site Plan and Single Line Diagram	5	Tatham Engineering Limited
E1.2	Electrical Building Layout - Interior Lighting	5	Tatham Engineering Limited
E1.3	Electrical Building Layout - Exterior Lighting	5	Tatham Engineering Limited
E1.4	Electrical Lighting Specifications	5	Tatham Engineering Limited
E1.5	Electrical Building Layout - Power	5	Tatham Engineering Limited
E1.6	Electrical Parking Lot Lighting Layout	5	Tatham Engineering Limited
E1.7	Electrical Street Light Details	5	Tatham Engineering Limited
E1.8	Electrical Event Pedestal Details	5	Tatham Engineering Limited
E1.9	Electrical Specifications	5	Tatham Engineering Limited

Mechanical

M1.0	Mechanical Schedules Legend and Drawing List	3	Tatham Engineering Limited
M1.1	Mechanical Specifications	3	Tatham Engineering Limited
M1.2	Mechanical Details	3	Tatham Engineering Limited
M1.3	Mechanical Details	3	Tatham Engineering Limited
M1.4	HVAC Layout	3	Tatham Engineering Limited
M1.5	Plumbing Layout	3	Tatham Engineering Limited

Specifications

Specifications	Pages	Prepared by
Special Provisions	48 to 106	Envision-Tatham Inc.

Standards

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

Conditions of Contract

Conditions of Contract	Pages	Prepared by
Instructions to Bidders (Parts 1 to 3 and Appendix A, B, & C)	4 to 19	Town of Collingwood
General Conditions of Contract	119	Metric OPSS.MUNI.100, Nov 2024
General Conditions Supplementary	107 to 116	Envision-Tatham Inc.

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

D3.2 SPECIAL PROVISIONS

SECTION CONTENTS

SP1	General Work	50
SP1.1	Schedule of Work.....	50
SP1.2	Site Meetings	52
SP1.3	Performance Bond & Labour and Materials Payment Bond.....	52
SP1.4	General Liability & Automobile Liability Insurance	52
SP1.5	Force Majeure Event.....	53
SP1.6	Shop Drawing Review.....	53
SP1.7	Product Warranty Transfer	53
SP1.8	Permits & Fees	54
SP1.9	Field Office.....	54
SP1.10	Survey Monuments	54
SP1.11	Pedestrian Access & Safety	54
SP1.12	Freezing Conditions	55
SP1.13	Timing of Asphalt Placement.....	55
SP1.14	Materials Supplied by the Contractor	55
SP1.15	Testing of Material	55
SP1.16	Layout Work.....	56
SP1.17	Assistance with Third-Party Review	56
SP1.18	Temporary Water & Power.....	56
SP1.19	Existing Utilities, Watermains & Sewers.....	57
SP1.20	Site Maintenance	57
SP1.21	Disposal of Materials.....	58
SP1.22	Traffic Control	59
SP1.23	Notification for Road Closures.....	59
SP1.24	Road Occupancy Permits	60
SP1.25	Driveways & Entrances	60
SP1.26	Fencing & Barricades.....	60
SP1.27	Dewatering Less Than 50,000 L/day.....	60
SP1.28	Existing Water System.....	61
SP1.29	Compliance with the Municipality DWQMS	61
SP1.30	Existing Residential Garbage and Recycling Collection	62
SP1.31	Existing Canada Post Mail Collection.....	62
SP1.32	Tree Protection	62
SP1.33	As-Built Drawings.....	63
SP1.34	Safe Working Practices & Contingency Planning During a Pandemic	64
SP1.35	Measurement & Payment.....	65
SP2	Construction Fence	65
SP3	Stone Mud Mat	66
SP4	Heavy Duty Silt Fence	66
SP5	Straw Bale Flow Check Dam (Provisional)	67
SP6	Catch Basin Sediment Traps (Provisional)	68
SP7	Salvaging, Removals, & Disposals	68



SP8	Earthworks & Disposal of Surplus Subgrade Material	69
SP9	Armourstone Retaining/ Seat Walls	71
SP10	Structures	71
SP11	Storm Sewers & Services	72
SP12	Culverts	74
SP13	Subdrainage	75
SP14	Washroom/Storage Building: Design-Build	75
SP15	Electrical Works	80
SP16	Mechanical Works	81
SP17	Sanitary Services	82
SP18	Water Distribution System	83
SP19	Concrete Retaining Wall	85
SP20	Concrete Curbs (All Types)	86
SP21	Concrete Walkways	87
SP22	Tactile Walking Surface Indicators (TWSI)	87
SP23	Granular B	88
SP24	Granular A	89
SP25	Binder Course Asphalt	90
SP26	Surface Course Asphalt	91
SP27	Tack Coat	92
SP28	Pavement Markings	92
SP29	Hot Mix Asphalt (HMA): Multi-Use Trail	93
SP30	Acrylic Court Surfacing & Line Painting	94
SP31	Line Painting: Basketball Court	95
SP32	Granular Trail	95
SP33	Timber Fencing: Acoustic & Equestrian	96
SP34	Chain Link Fencing & Gates: Courts & SWM Pond	97
SP35	Site/ Sports Furnishings & Signage	98
SP36	Safety Surface: EPDM Rubber	99
SP37	Sand Play Surface	100
SP38	Play Structures	101
SP39	Planting Soil Mixture	102
SP40	Mulch	102
SP41	Trees, Shrubs & Groundcovers	103
SP42	Topsoil & Finish Grading	103
SP43	Sodding	104
SP44	Seeding	105

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

SP1 GENERAL WORK

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

SP1.1 Schedule of Work

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

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

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

- Mobilization
- Site protection and erosion control
- Removals and salvaging
- Stripping and disposal of existing weed grass, surface organics, stones, and debris within the top layer of the existing subgrade surface
- Earthworks, grading, & disposal of surplus subgrade soils
- Armourstone retaining/seating walls
- Design, working drawings and approvals, for 'turnkey' washroom/storage building and foundation
- Building Permit submission and approvals
- Supply and installation of washroom/storage building and foundation, including specified washroom fixtures/features
- Storm drainage, areas drains, catch basins, and culverts
- Subdrainage
- Water & sanitary site servicing
- Site power supply & electrical site servicing
- Building electrical and mechanical works for washroom/storage building
- Parking lot light standards, including associated electrical servicing
- Events power pedestals & associated electrical works
- Outdoor water bottle refill station & associated plumbing
- Concrete retaining wall with integrated structural chain-link fence posts
- Chain-link fencing and gates for court enclosure, pickleball dividers, and SWM pond
- Timber acoustic fencing & equestrian fencing

- Asphalt basketball court with line painting and associated nets
- Asphalt tennis and pickleball courts with acrylic court surfacing and associated nets
- Asphalt parking lot
- Asphalt walkways/trails
- Concrete curbs for parking lot, playground, and planters
- Concrete walkways/paving including tactile walking surface indicators
- Playground structures/equipment delivery and installation
- EPDM rubber playground safety surfacing and drainage system
- Sand play surface
- Site and sports furnishings installation
- Mulched planting beds and planting
- Tree plantings
- Topsoil, seeding, and sodding

Schedules shall also identify:

- critical path network;
- shop drawing submittals and applicable review time;
- Building Permit submission and approvals for the washroom/storage building;
- additional and/or extra work (as applicable);
- items that have an extended manufacturing and/or delivery time (i.e., lead time for equipment, deliveries, materials, etc.) and when final acceptance is required by the Contract Administrator to maintain the applicable schedule;
- construction constraints; and
- contract milestone and completion dates.

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

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

- Complete a milestone activity by its completion date;
- Achieve Substantial Performance and/or Completion within the stipulated dates or Contract Times; or
- Satisfactorily execute work as necessary to prevent delay to overall completion of project.

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

SP1.2 Site Meetings

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

SP1.3 Performance Bond & Labour and Materials Payment Bond

The Successful Bidder shall be required to furnish Bonds for "Performance" and "Labour and Materials Payment" each equal to 50% of the Tender sum, with a Guarantee Surety Company authorized by law to carry on business in the Province of Ontario and having an office in Ontario. If required, the Bidder shall include with their tender an original, completed Agreement to Bond in the form provided (Appendix B – Section B5) executed under seal by the Surety Company from which the Successful Bidder proposes to obtain the required bonds.

Performance Bonds shall be provided on Construction Act Form 32 Performance Bond under Section 85.1 of the Act.

Labour and Materials Payment shall be provided on Construction Act Form 31 Labour & Material Payment Bond under Section 85.1 of the Act.

SP1.4 General Liability & Automobile Liability Insurance

The Successful Bidder shall be required to provide a certified copy of an insurance policy covering the types of insurance required under the OPS General Conditions of Contract November 2024. As a minimum the Contractor shall provide general liability insurance per GC 6.03.02 and automobile liability insurance per GC 6.03.03.

The minimum amount shall be \$5,000,000.00 exclusive of interest and cost.

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

General liability insurance shall list as additional insured to the Contractor, the Corporation of the Town of Collingwood, Envision-Tatham Inc., Tatham Engineering Limited, the Owner's Geotechnical Consultant (where applicable), the Owner's agents, the Contract Administrator, the Municipality and their agents in the same manner and to the same extent as if a separate policy had been issued for each.

In addition to the above requirements, if blasting operations are used in the Contract, the Contractor shall take out and keep in force an insurance policy providing coverage

for blasting operations to the same limits as set out in the OPS General Conditions of Contract including coverage, as indicated above.

SP1.5 Force Majeure Event

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

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

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

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

SP1.6 Shop Drawing Review

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

SP1.7 Product Warranty Transfer

Where manufacturer's warranty extends beyond the terms of the Contract, the Contractor shall ensure all applicable manufacturer warranties for materials and

products supplied are transferred into the name of the Owner. Contractor to provide proof, including documentation from the applicable manufacturers.

SP1.8 Permits & Fees

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

SP1.9 Field Office

The Contractor shall provide a field office for the sole use of the Contract Administrator. The field office shall be located in close proximity to the work as determined by the Contractor and agreed to by the Contract Administrator. The field office shall have the following features:

- minimum dimensions of 2.4 metres x 5 metres with windows on three (3) sides and a door with a proper lock;
- a supply of power connected to this office with a minimum of two (2) overhead lights and two (2) wall plugs;
- a heating/cooling system of adequate size to maintain a temperature of 22° C in the trailer;
- one (1) plan table (approximately 2 metres x 1 metre), one (1) desk with at least one lockable drawer and a chair, and a minimum of six (6) stackable chairs;
- access to a toilet; and
- access to secure high-speed internet service in a manner suitable to the Contract Administrator.

SP1.10 Survey Monuments

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

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

SP1.11 Pedestrian Access & Safety

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

SP1.12 Freezing Conditions

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

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

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

SP1.13 Timing of Asphalt Placement

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

SP1.14 Materials Supplied by the Contractor

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

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

SP1.15 Testing of Material

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

No material shall be placed until approved.

Routine tests on materials will be carried out by the Contract Administrator at no cost to the Contractor. When routine tests indicate materials do not meet specification the Contract Administrator will require documentary evidence to the effect that materials supplied by the Contractor comply with the terms of the specifications. Such evidence

must be provided by the Contractor in the form of a certified copy of a laboratory report from a recognized testing company acceptable to the Contract Administrator. The Contractor shall pay for the entire cost of such testing including sampling and shipping of samples.

SP1.16 Layout Work

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

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

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

SP1.17 Assistance with Third-Party Review

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

- The collection of pipe inverts or obverts, road, boulevard or driveway grades (subgrade, subbase, asphalt, etc.), string line and/or form work grades in support of concrete works, structure grades, finish grade elevations, swing tie information, compaction results, material samples, etc.
- The review of all layout, including infrastructure, structures, curb depression locations, catch basin alignment (versus proposed gutter line), etc.
- The Contractor shall layout and install survey stakes within the project limits. As a minimum, this shall include layout stakes at 20 m intervals (matching the stations indicated on the drawings) and at key stations (high points, low points, vertical/horizontal bends, etc.). Stakes to be installed (and reinstalled as required) to facilitate the review of layout and accuracy of installation, especially during road, curb and sidewalk construction.
- The Contractor shall also schedule their work in a manner that provides the Contract Administrator and/or Municipality with sufficient time to review layout and/or confirm the accuracy of their work.

SP1.18 Temporary Water & Power

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

SP1.19 Existing Utilities, Watermains & Sewers

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

Scope of Work

- The Contractor shall be aware of existing infrastructure and utilize equipment and methodologies to complete the work that do not constitute a hazard, disruption to services, or safety violation under the Occupational Health and Safety Act. The Contractor shall be responsible for all costs and coordination efforts associated with locating utilities and shall be responsible for obtaining information in regard to the exact location of buried utilities, sewers and watermains including existing service connections. This shall include excavation of inspection holes if necessary.
- The Contractor must exercise necessary care in construction operations to safeguard utilities, watermains and sewers from damage in accordance with the applicable guidelines, regulations and utility agency requirements. The Contractor will be liable for all damage to same occurring within or outside the Contract limits caused by their operations.
- The Contractor shall excavate with care and take measures to protect all existing infrastructure/surface features that are not deemed to be removed as part of the Contract.
- The Contractor shall be required to provide for maintenance of traffic around work performed by others by means of signs, lights, barricades and flagmen as required.
- If all necessary permanent relocations of utilities have not been completed prior to the time when the Contractor commences the work, the Contractor will be required to co-operate with the utility companies and work around the utilities so that the existing services are protected until such time as such relocations are completed.
- If a permanent relocation or replacement of an existing utility or existing sewer becomes necessary, at the discretion of the Contract Administrator, during the work the Contractor shall co-operate with the Owner's forces or the utility company to allow them the opportunity to make the necessary alterations to their plant.
- It shall be the Contractor's responsibility to contact all utility companies regarding their scheduling of work.
- The Contractor shall be responsible to arrange for support of existing hydro poles, telephone poles, light standards and/or traffic signal poles if required during construction, with the respective utility provider.

Specifications

OPSS.MUNI 491

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

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

SP1.20 Site Maintenance

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

Scope of Work

- Site maintenance of the driving and walking surfaces to ensure roads, boulevards and driveways are safe for traffic and pedestrians, including the supply, placement, compaction, maintenance, removal of temporary granular material, snow removal and the application of de-icing agents, as required.
- Temporary grading, including the installation of swales or other measures to control surface water.
- Preventative measures to help avoid damage and erosion during rain events.
- Dust control, including the placement of calcium chloride and/or water. As a minimum, the Contractor shall sweep all hard surfaces within and adjacent to the construction zone and apply water and calcium chloride throughout the site at the end of each working day.
- Maintenance and repairs to the site and all adjacent areas impacted by construction (i.e. haul routes, etc.) following rain events, including, but not limited to the removal of standing water (ponding), saturated material, sediment, etc. and the repair of washouts, erosion and other damage as required.
- Measures to prevent and/or the removal of mud tracking.
- Install and maintain siltation and erosion control measures to prevent material migration for the duration of the Contract.
- The Contractor shall designate a representative who will be responsible for monitoring the construction zone when workers/crews are not present (i.e. on evenings, weekends, holidays and other non-working days) on an as-needed basis. The representative shall be considered 'on-call' and be available in case of emergency.
- The scope of work shall be provided within the limits of construction and the adjacent streets. It shall be provided at all times (working and non-working hours), including evenings, weekends, holidays and other non-working days.
- If, in the opinion of the Contract Administrator or the Municipality, the Contractor is not providing a sufficient level of site maintenance, they may direct the Contractor to take additional measures at no additional cost to the Contract. If the Contractor does not address the concern within 12 hours of notification, the Municipality reserves the right to utilize their own crews (or retain another Contractor) to take corrective measures and back charge the Contractor of the costs accordingly.

Specifications

OPSS.MUNI 206 and 805

SP1.21 Disposal of Materials

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

the waste and or surplus material including trucking, access roads, levelling, and all haulage and/or tipping fees applicable.

SP1.22 **Traffic Control**

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

Scope of Work

- The Contractor must cause as little interference as possible to traffic. The Contractor must have two lanes, a minimum width of 6 metres, open to traffic at night, weekends and statutory holidays. Excavations within 3 metres of lanes carrying traffic shall be backfilled with the specified material up to profile grade and compacted prior to closing down operations. All methods of traffic control must meet with the approval of the Contract Administrator.
- The Contractor shall provide an adequate number of flagmen to direct traffic at all times during construction as approved by the Contract Administrator.
- Detours shall only be implemented when approved in writing by the Contract Administrator and will require full signage as approved by the Contract Administrator.
- The Construction and warning signs shall be well lighted at night with battery operated flashing amber lights or other means approved by the Contract Administrator.
- The Contractor shall provide a watchman or other suitable employee to inspect and maintain the detour signs, barricades and pedestrian ramps on weekends and other times when the Contractor is not working.
- Access to the site by emergency vehicles must be maintained at all times.

Specifications

Current Traffic Control Manual for Roadway Operations by the Ministry of Transportation.

SP1.23 **Notification for Road Closures**

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

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

SP1.24 Road Occupancy Permits

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

SP1.25 Driveways & Entrances

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

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

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

SP1.26 Fencing & Barricades

Snow fence or temporary concrete barriers shall be erected in areas where there exists, in the opinion of the Contract Administrator, a danger to pedestrian or vehicular traffic as per the Occupational Health and Safety Act (OHSA). Where specifically approved by the Municipality and Contract Administrator, open cut areas that are not backfilled prior to the evening, weekend and/or holidays shall have temporary concrete barriers as well as amber flashing lights installed prior to finishing work and leaving the site for the day. No separate payment will be made for fencing or barriers but shall be part of the general work of the Contract.

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

SP1.27 Dewatering Less Than 50,000 L/day

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

Scope of Work

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

Specifications

Ontario Water Resources Act (OWRA)
O.Reg 64/16

Submittals

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

SP1.28 Existing Water System

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

SP1.29 Compliance with the Municipality DWQMS

The Municipality has implemented a Drinking Water Quality Management System (DWQMS). This integrated management system has been developed to maintain the quality of the drinking water, minimize health risks to customers, and limit the impact of the Municipality's activities on the surrounding environment.

Prior to starting work, the Contractor shall receive training on the Municipality's Management System Policies and Procedures, as it specifically relates to critical control points in the drinking water system and environmental aspects that may be affected by the Contractor's work.

For Contractors working in the Municipal right-of-way that may impact the drinking water system (DWS), the Municipality expects that:

- products shall meet applicable standards set by AWWA, ANSI and safety criteria NSF/ 60 or 61;
- Certificate of Analysis of each chemical or materials used are provided;
- manufacture part numbers for all items are provided;
- product and/or part descriptions for each item are provided;
- all water locates are obtained before commencing work;
- excavation within one (1) metre of all water infrastructures shall be by hand digging or hydrovac excavation;
- all water isolation valves are always accessible and operable;
- all DWS valves will be operated by Municipality's licensed operators only;
- there is immediate notification if watermain distribution infrastructure is damaged;
- all damage repairs will be under the direct supervision of the Municipality's licensed operators; and
- the cost to repair the watermain distribution system, including Municipality expenses, will be borne by the Contractor.

The Municipality will require the Contractor to acknowledge receipt of the training and to be responsible for training its employees and subcontractors in the Municipality's procedures. The Contractor will be responsible to immediately report any deviation from a Municipality policy or procedure, so that appropriate action can be taken by the Municipality to avoid a health risk due to impaired drinking water quality or a negative impact on the environment.

SP1.30 Existing Residential Garbage and Recycling Collection

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

SP1.31 Existing Canada Post Mail Collection

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

SP1.32 Tree Protection

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

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

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

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

SP1.33 **As-Built Drawings**

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

Scope of Work

- Provide red line revisions showing the as-built information on a set of "Issued for Construction" drawings.
- Watermain information to include: pipe obvert elevations at all fittings, connections, chambers, hydrants, valves, service saddles/tees and main line pipe at 20 m intervals. Invert elevations at all curb stop valves. Swing ties to all valves, curb stop valve boxes, service tees (at mainline), restrainers, chambers, hydrants, bends, tees, dead ends and reducers. Record of all material size, type and class.
- Sewer information to include: swing ties and elevation of inverts for all structure connections, service tees, service laterals at property line, tees, bends, main line pipe at 30 m intervals, structures (to centre of frame and grate). Record of all material size, type and class.
- Urban road information to include: final elevations along the road cross sections (centreline, edge of asphalt, top of curb and gutter and edge of sidewalk at 20 m stations, high points, low points and throughout all intersections. Information shall be collected using GPS to confirm horizontal and vertical alignment.
- Stormwater Management Pond information to include: pipe inverts at structures and end of pipe, orifice inverts, spillway elevations and final grading elevations including top of slope, bottom of slope, access path grades, forebay grades and all other pertinent features. Information shall be collected using GPS to confirm horizontal and vertical alignment at a minimum of 10 m grid spacing.
- Hydro, bell, cable and gas information to include: swing ties and final grades of transformers and pedestals and final information related to drop/secondary terminations, conduit alignment (including top of duct), preliminary routing and lengths, secondary routing and lengths, wire sizing, conduit sizing, pipe sizing and concrete encasement locations.
- Streetlight and traffic signal information to include: swing ties and final grade of all streetlights, pedestals, traffic poles, hand holes and traffic controllers and final information related to wire size, conduit sizing, concrete encasement locations and routing.
- ESA inspection certificate for all wiring not owned by primary hydro authority.

- Swing ties and/or topographic surveyed coordinates shall be at least two measurements from other surface elements (ie, hydrants, structures, utility poles, property bars, etc.).
- The Contractor shall provide as-built drawings and information through the course of the work ready for review by the Contract Administrator at any time. The drawings and information shall be reviewed with every progress claim.
- Drawings shall be signed by the author and shall be provided in both hard copy and digital format, as required to provide the required information.

SP1.34 **Safe Working Practices & Contingency Planning During a Pandemic**

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

Scope of Work

Upon award of the Contract and prior to any work being undertaken, the Contractor shall provide the Contract Administrator with a detailed policy outlining the safe working practices to decrease potential hazards of exposure and/or contamination during a pandemic. The policy may include but is not limited to the following information.

- Responsibility of the Project Manager, Site Supervisors, Foreman, Operators and Labourers.
- Responsibility of all employees to be aware of all federal/provincial/municipal health authorities' policies, procedures and orders, as well as any relevant changes to the Occupational Health and Safety Act.
- Requirements for the use of applicable personal protective equipment, including a summary of the supplies and equipment that will be made available.
- Revisions to working protocol, as required to adhere with current federal or provincial guidelines, including, but not limited to separation requirements, disinfection of equipment, trailers, service vehicles, etc.
- Protocol for dealing with the public in the event it is required, such as the need for access to a home to confirm service locations.
- Changes to site or documentation protocol to protect the site in the event the site is shut down due to infection, government enforced shut down or other reasons associated with a pandemic.

The Contractor will be responsible to ensure the protocol, expectations and requirements are strictly followed by all staff and visitors to the site.

The Contractor shall also provide a detailed contingency plan outlining how they will manage the site in the event that members of their project team or construction staff become infected with a virus or need to quarantine for any reason and/or in the event of a government or municipal enforced shut down. The contingency plan shall outline replacement staff and measures to be taken in the field to ensure the site is maintained and monitored in a safe condition.

The detailed pandemic safe working practices policy and contingency plan will be reviewed by the Contract Administrator and the Client and the Contractor shall update

these documents to address comments and concerns throughout construction as required.

SP1.35 Measurement & Payment

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

Payments shall be made in accordance with the Construction Act.

SP2 CONSTRUCTION FENCE

The scope of work shall include:

- Supply and install construction fence in locations shown on the Contract Drawings and/or as directed by the Contract Administrator. Construction fence shall be installed prior to commencing work, unless otherwise approved by the Contract Administrator.
- Provide lockable gated entrance into the fenced enclosure to be secured during daily construction activities and at the conclusion of each workday.
- No work shall be completed beyond the limits of the construction fence unless otherwise approved by the Contract Administrator.
- Inspect, maintain, and repair and/or replace the construction fence as required and maintain in effective condition as a barrier to the public throughout the duration of construction.
- Maintain construction fencing to secure playground equipment/structures until formal CSA approval has been obtained for the playspaces, and the playground can be opened to the public.
- Provide a written inspection and maintenance report following each inspection, noting any deficiencies and the action taken to rectify.
- Remove and dispose of the construction fencing when the project is complete and ready for public use, formal CSA approval has been obtained for the playground/play spaces, and when approved by the Contract Administrator.

Work to be in accordance with the applicable notes and details on the Contract Drawings and CAN/CSA-Z614-20 (CSA) 'Children's Playground Equipment and Surfacing' (latest revision).

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

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

Progress payments will be made as follows:

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

SP3 STONE MUD MAT

The scope of work shall include:

- Supply and install mud mats as shown on the Contract Drawings and/or as directed by the Contract Administrator. Siltation and erosion control measures shall be installed prior to commencing work, unless otherwise approved by the Contract Administrator.
- Inspect, maintain, and repair/replace the mud mats bi-weekly and following each rainfall event or as directed by the Contract Administrator.
- Provide a written inspection and maintenance report bi-weekly and following each rain event.
- Remove mud and dust which is transported beyond the mud mat to maintain existing road driving conditions on a daily basis and/or as directed by the Contract Administrator.
- Remove and dispose of mud mats at an offsite location when approved by the Contract Administrator.

Work to be in accordance with OPSS.MUNI 510 and OPSS.MUNI 511, and the applicable notes and details on the Contract Drawings.

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

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

Progress payments will be made as follows:

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

SP4 HEAVY DUTY SILT FENCE

The scope of work shall include:

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



Work to be in accordance with OPSS.MUNI 805, Nottawasaga Valley Conservation Authority Standard BSD-23 Draft, and the applicable notes and details on the Contract Drawings.

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

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

Progress payments will be made as follows:

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

SP5 STRAW BALE FLOW CHECK DAM (PROVISIONAL)

The scope of work shall include:

- Supply and install straw bale flow check dams as shown on the Contract Drawings and/or as directed by the Contract Administrator. Siltation and erosion control measures shall be installed prior to commencing work, unless otherwise approved by the Contract Administrator.
- Inspect, maintain, and repair/replace the straw bale flow check dams bi-weekly and following each rain event or as directed by the Contract Administrator.
- Provide a written inspection and maintenance report bi-weekly and following each rain event.
- Remove and dispose of straw bale flow check dams after restoration is complete, ground cover is firmly established and when approved by the Contract Administrator.
- Restore all disturbed areas including fine grading and placement of 150 mm topsoil and sod or seed as specified.

Work to be in accordance with OPSS.MUNI 805 and OPSD 219.180 and the applicable notes and details on the Contract Drawings.

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

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

Progress payments will be made as follows:

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



SP6 CATCH BASIN SEDIMENT TRAPS (PROVISIONAL)

The scope of work shall include:

- Supply, install, inspect, maintain and remove catch basin sediment traps within all existing inlet structures, as shown on the Contract Drawings and/or as directed by the Contract Administrator. Filter fabric under the grate is not considered an acceptable alternative. Siltation and erosion control measures shall be installed prior to commencing work, unless otherwise approved by the Contract Administrator.
- The catch basin sediment traps shall be installed prior to any other work and removed after restoration is complete and ground cover is firmly established.
- Inspect, maintain and repair/replace the catch basin sediment traps bi-weekly and following each rain event or as directed by the Contract Administrator.

Work to be in accordance with OPSS.MUNI 805, manufacturer's specifications and recommendations, and the applicable notes and details on the Contract Drawings.

Measurement for payment shall be actual quantity and the unit of measurement is each. There will be no additional payment for replacement units.

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

Progress payments will be made as follows:

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

SP7 SALVAGING, REMOVALS, & DISPOSALS

The scope of work shall include:

- Remove and salvage all items identified on the Contract Drawings and store salvaged items on-site in secure storage area.
- Remove and dispose of all items identified on the Contract Drawings, including footings where applicable.
- For salvaged items, re-install in specified locations to existing of better condition and stockpile any surplus material on-site in convenient location to be collected by the Town (where applicable).
- Layout and mark saw-cuts for existing asphalt and concrete removals, where applicable, and provide Contract Administrator with 48 hours' notice to review, prior to cutting or removals.
- Curb Depressions: modify existing concrete barrier curb and gutter to a depressed driveway condition as per OPSD 600.040 using saw cutting and grinding methods. Maintain existing gutter pan and drainage flowline. Contractor to take care not to damage adjacent curb sections or gutter. Submit proposed method and equipment for review prior to execution.

- Chain link Fence Removal: where chain-link fencing is to be removed, remove and dispose of fencing materials and footings. Install new terminal post in specified location (see Detail 1/LA2) and re-tension existing mesh along residential property line. Costs of new terminal post and re-tensioning shall be included in the price for fence removal.
- Reinstall existing elements disturbed by salvaging or removals operations to existing or better condition.
- Dispose of all removed materials, or waste components of salvaged items (e.g., footings, etc.) and other deleterious material off-site in location approved by the Contract Administrator.

Work to be in accordance with OPSS.MUNI 510, OPSS.MUNI 180, OPSD 600.040, and the applicable notes and details on the Contract Drawings.

Uncontaminated granular base material under removed or salvaged items shall remain on-site and be utilized as clean fill under general soft landscape and planting areas.

Measurement for payment shall be plan quantity measurement and the unit of measurement is as shown in the Schedule of Items & Prices.

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

SP8 EARTHWORKS & DISPOSAL OF SURPLUS SUBGRADE MATERIAL

The scope of work shall include:

- Strip top layer of native subgrade to remove all established weeds, roots, and organic material, stones/ boulders, and other deleterious material within the limits of work and dispose off-site in location approved by the Contract Administrator and Town.
- Strip topsoil and sod areas within the road allowance to facilitate driveway, trail, and walkway connections and dispose off-site in location approved by the Contract Administrator and Town.
- Excavate, cut, fill, shape and rough grade on-site material to the lines and sub-grade depths as specified in the applicable details and notes.
- Place fill material in 200mm lifts maximum, or as otherwise approved by the Contract Administrator.
- Compact all sub-grade material to 98% of the material's Standard Proctor Maximum Dry Density (SPMDD) as required to construct all Works and in conformance with the recommendations of the geo-technical report.
- Make site available for inspection and testing of soil compaction by the Contract Administrator or the Town's geo-technical engineer.
- Transport suitable excavated material to any fill area throughout the site and temporarily stockpile as necessary and as approved by the Contract Administrator regardless of how the work is scheduled. Suitable excess fill from one work area can be used as fill on another work area.
- Construct, maintain and remove temporary haul routes as required.

- Maintain positive drainage throughout the site during all excavation and grading operations.
- Stockpile wet native material to allow drainage/drying or blending material to produce acceptable moisture content suitable for placement of material.
- Water and/or calcium chloride required for compaction and/or dust control.
- Obtain approval of final compacted sub-grade by Contract Administrator and Town's geotechnical engineer and provide 7 days' notice for review prior to completion.
- Dispose of all surplus native subsoil, unsuitable/contaminated fill and other deleterious material off-site in location approved by the Contract Administrator and Town.
- The Contractor shall confirm the receiving property at least 2 weeks prior to removing any fill from the site. The Contractor shall provide documentation that the receiving property is authorized by the applicable municipality to receive fill (i.e., a Fill Permit) and documentation from a Qualified Person (P.Eng. or P.Geo.) that it is appropriate for the site to receive fill from this project. The Contractor shall assume all soil within the construction limits is in general accordance with the geotechnical investigation report. Contractor shall log and document all soil removed from the site, including the date, time, quantity (volume), removal location and disposal location. Logs shall be provided to the Contract Administrator on a weekly basis. Contractor and hauler shall document all soil transportation in accordance with O.Reg. 406/19 and supply the Contract Administrator with a formal written notice of project end, summarizing the excess fill logs, which will be posted to the online registry by the Municipality, who will be the Project Leader.

Work to be in accordance with OPSS.MUNI 180, OPSS.MUNI 206, OPSS.MUNI 501, OPSS.MUNI 510, OPSS.MUNI 802, O.Reg 406/19, MECP Management of Excess Soil – A Guide for Best Management Practices and the applicable notes and details on the Contract Drawings.

For information purposes only, the 'Geotechnical Test Pit Investigation' (May 31, 2024) prepared by GEI Consultants provides general observations and recommendations related to soils encountered in Test Pits 1 to 5, identified on Drawing ECR-1.

The Contractor is entitled to confirm existing grades and soil profiles and report any discrepancies to the Contract Administrator prior to commencing the Work.

The Contractor is advised to perform calculations to satisfy themselves that the lump sum price bid is adequate compensation for the work required. There shall be no adjustment of the lump sum prices bid due to variance in estimated bid quantities to actual quantities.

No additional payment will be made for the supply of water and/or calcium chloride required for compaction and/or dust control. There will be no additional payment for movement of fill from cut areas to fill areas or for placing, grading and compacting material in fill areas or for stockpiling of material.

Any fill material placed during the Contract that becomes contaminated due to Contractor's activity shall be removed and replaced at no extra cost to the Contract.

There will be no measurement for payment.

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

SP9 ARMOURSTONE RETAINING/ SEAT WALLS

The scope of work shall include:

- Supply, cut, and install square cut limestone block retaining/ seat walls, including granular base, backfill, and geo-textile (where required).
- Submit source and sample of armourstone and Granular 'A' material for approval by the Contract Administrator a minimum of 10 working days prior to placement.
- Should the Contract Administrator find it beneficial to review and select the armourstone blocks at the source/quarry, provide all necessary coordination and assistance to accommodate the review.
- Layout and mark armourstone retaining/ seat walls and provide Contract Administrator with 7 days' notice to review prior to base excavation and installation.
- Supply, place, fine grade, and compact Granular 'A' to the specified Standard Proctor Maximum Dry Density (SPMDD).
- Notify the Contract Administrator in advance of the armourstone wall and geo-textile installation and provide 7 days' notice for review.
- Cut stone on-site to achieve tight square interface between stones and to achieve the specified tolerances, where required.

Work to be in accordance with OPSS.MUNI 314, OPSS.MUNI 1010, OPSS.MUNI 1860 and the applicable notes and details on the Contract Drawings.

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

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

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

SP10 STRUCTURES

The scope of work shall include:

- Contractor shall provide shop drawings a minimum of 4 weeks prior to fabrication for review by the Contract Administrator.
- Excavate to facilitate the installation of structures. Where excavated material is deemed unsuitable for re-use, it shall be removed and disposed of at an approved off-site location and replaced with suitable excess material harvested from the excavation and grading process at no additional cost to the Contract.
- Supply, install and test all structures including storm and sanitary maintenance holes, catch basin maintenance holes, catch basins, and area drains as indicated on the Contract Drawings and/or as directed by the Contract Administrator.
- Where structures are placed on previously disturbed ground, the base of the trench shall be confirmed to be compacted to a minimum of 98% of the material's SPMDD.

- Structures to have a minimum of 150mm depth Granular A bedding, compacted to 100% of the material's SPMDD.
- Structures shall be backfilled with Granular B, compacted to 98% of the material's SPMDD.
- Supply and install frost straps (OPSD 701.100), steps, ladder rungs, frames, grates, covers, railings and adjustment units on all structures.
- External waterproofing of joints with approved product to prevent infiltration as indicated on the Contract Drawings and/or as directed by the Contract Administrator.
- Connect existing sewers, services and/or subdrain to structures, including fittings, adaptors, watertight sealing and adjustments to benching as required.
- All storm maintenance holes to be benched. Catch basin maintenance holes and catch basins shall have sumps (depth as per municipal standards and/or as otherwise specified on the Contract Drawings). Catch basin maintenance holes and catch basins shall have minimum 0.30 m sumps.
- Set frames and grates/covers on all structures to binder course asphalt grade using concrete adjustment units, installed in accordance with OPSD 704.010. Frames and grates/covers shall be raised to suit finished grade, prior to the placement of surface asphalt using concrete adjustment units, at no additional cost to the Contract.
- The Contractor may be required to complete infiltration/exfiltration testing on structures, if deemed necessary by the Contract Administrator. Infiltration/exfiltration testing shall be completed at no additional cost to the Contract and shall include the diversion of flows around the work site as required to complete the testing.
- For area drains, provide caps for un-used openings and install as per manufacturer's recommendations.
- Connection of subdrain to structures in accordance with OPSD 216.021.

Work to be in accordance with OPSS.MUNI 402, OPSS.MUNI 407, the manufacturer's specifications, and the applicable notes and details on the Contract Drawings.

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

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

SP11 STORM SEWERS & SERVICES

The scope of Work shall include:

- A material list shall be submitted a minimum of 2 weeks prior to commencing work. The material list shall conform to current Municipal standards and detail all material to be used for the storm sewer system. No substitutions shall be permitted without written approval from the Contract Administrator.
- Excavate and backfill to facilitate the installation of sewers and services. Where excavated material is deemed unsuitable for re-use, it shall be removed and disposed of at an approved off-site location (specific details with respect to the removal of excess fill are described within the Earthworks & Disposal of Surplus Subgrade Material special provision) and replaced with

suitable excess material harvested from the excavation and grading process. Contractor shall schedule the work to ensure suitable excess harvested material is available and utilized when necessary.

- Supply and install all storm sewers and storm services as shown on the Contract Drawings and/or as directed by the Contract Administrator. Supply and install 300mm diameter PVC pipe or smooth wall HDPE pipe, including connections.
- Where storm sewers are placed on previously filled and/or disturbed ground the base of the trench shall be confirmed to be compacted to a minimum of 98% of the material's SPMDD.
- Sewer bedding for flexible pipe shall be Granular A compacted to 100% SPMDD in maximum 200mm loose measurement lifts.
- Sewer cover for flexible pipe shall be Granular A compacted to 100% SPMDD. Minimum cover depth shall be 300 mm on all pipes.
- Connect to new or existing sewers and maintenance holes, catch basin leads including connection to catch basins or storm sewer if applicable as shown on the Contract Drawings and/or as directed by the Contract Administrator. Where storm sewers connect to structures, suitable adaptors shall be used.
- Acceptable alignment and grade tolerances for sewers and services will be evaluated and decided by the Contract Administrator on an individual basis.
- Trench backfill shall be select native material compacted to 98% SPMDD unless deemed unsuitable by the Contract Administrator, in which case suitable excess material harvested within the limits of construction shall be used. If suitable excess material is not available, then with the approval of the Contract Administrator, imported fill (Select Subgrade Material) shall be used and compacted to 98% SMPDD.
- Test storm sewers and services, which shall include leakage testing by infiltration or exfiltration in conjunction with the maintenance holes, deflection testing and CCTV inspection of a clean sewer system as a condition of Substantial Performance. All testing shall be completed at no additional cost to the Contract and shall include the diversion of flows around the work site as required to complete the testing.
- If any pipe deficiencies are noted during the review of the CCTV video reports, deficiencies are to be corrected and new CCTV video reports of the repaired pipe sections are to be provided at no additional cost.

Work to be in accordance with OPSS.MUNI 401, OPSS.MUNI 409, OPSS.MUNI 410 and OPSS.MUNI 421 and OPSD 802.010, the manufacturer's specifications, and the applicable notes and details on the Contract Drawings.

No additional measurement or payment will be made for bends, tees, fittings, connections to other pipes or structures or dewatering unless noted. Where catch basin leads must be connected directly to storm sewers the connection must be made by using manufactured tees or other approved. Where storm sewers connect to structures suitable adaptors shall be used.

Measurement for payment shall be plan quantity measurement and the unit of measurement is metres for storm pipe and CCTV inspections, and each for connections.

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



No additional payment will be made for bends, sweeps, tees, wyes, fittings, and connections to new structures, other pipes, or structures or dewatering unless noted. Where catch basin leads must be connected directly to storm sewers the connection must be made by using manufactured tees or other approved. Where storm sewers connect to structures suitable adaptors shall be used.

SP12 CULVERTS

The scope of work shall include:

- Excavate, supply, install and backfill all culverts as shown on the Contract Drawings and/or as directed by the Contract Administrator.
- Identify source of pipe embedment materials for approval by the Contract Administrator a minimum of 10 working days prior to placement.
- Submit manufacturer's pipe product data and certification at least 2 weeks prior to beginning culvert works.
- Inspect and verify with the Contract Administrator the location, extents, and inverts of culverts to be installed.
- Obtain Contract Administrator's approval of trench line, depth, and scope prior to placing bedding material or pipe, and provide 7 days' notice for review.
- Where culverts are placed on previously filled and/or disturbed ground the trench bedding shall be compacted to a minimum of 98% of the material's SPMDD.
- Culvert installation shall include filter cloth wrap of all couplers, Granular A pipe embedment and frost tapers. All granular material shall be compacted to 100% of the material's Standard Proctor Maximum Dry Density (SPMDD).
- Trench backfill shall be select native material unless deemed unsuitable by the Contract Administrator, in which case imported select subgrade material shall be used.
- All culverts installed shall be square cut-end finish.

Work to be in accordance with OPSS.MUNI 401, OPSS.MUNI 421, OPSD 801.010, manufacturer's specifications, Municipal Standards, and the applicable notes and details on the Contract Drawings.

Measurement for payment shall be plan quantity and the unit of measurement is meters.

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

SP13 SUBDRAINAGE

Scope of the work shall include:

- Supply and install subdrain (solid or perforated) High-Density Polyethylene (HDPE) sub-drains, including rodent gates, as specified on the Contract Drawings and/or as directed by the Contract Administrator.
- Work shall include all required trenching, excavation, bedding, embedment, backfilling, and geo-textiles and filter socks, as well as all caps, elbows, bends, tees, reducers, fittings, and connections to existing/proposed subdrains and structures, ditch/swale outlets and rodent grates.
- Parking Lot Curb Subdrainage: Perforated subdrain shall be supplied complete with filter fabric sock, in a 300 mm x 300 mm trench filled with Granular A, including connection to storm structures with a 1 m section of non-perforated pipe immediately upstream of all structures, set flush to inside face of structure.
- Playground Curb Subdrainage: As per Detail 3/D3 on Drawing D3.
- Subdrains shall be connected at upstream and downstream end of pipe at all intersecting storm sewer structures.
- The Contractor shall use compatible manufactured fitting for all connectors and couplings and shall plug the upstream end of all subdrain pipes.
- Coordinate sub-drain installation with play equipment installer(s) such that no conflicts occur with playground structure footings.
- Obtain Contract Administrator's approval of sub-drain layout, trench excavation, and pipe, bedding, and embedment installation, prior to backfilling and provide 7 days' notice for review of each.

Work to be in accordance with OPSS.MUNI 401, OPSS.MUNI 405, OPSS.MUNI 1004, OPSS 1840, OPSS.MUNI 1860, OPSD 216.021 and the applicable notes and details on the Contract Drawings.

Measurement for payment shall be plan quantity and the unit of measurement is metres. Subdrains shall include all caps, elbows, bends, tees, reducers, fittings and connections to existing/proposed subdrains and structures, ditch/swale outlets, and rodent grates as part of the applicable unit price.

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

SP14 WASHROOM/STORAGE BUILDING: DESIGN-BUILD

The scope of work shall include:

- Design, supply, and install a 6.1m x 6.9m (20' x 22' 8") brick & mortar washroom/storage containing 2 unisex washrooms, 1 universal washroom, a maintenance closet, and 4 separate storage rooms, including all required fixtures, fasteners, attachments, accessories, ties, anchors, epoxies, adhesives, mortars, and fittings required for complete assembly. The design shall comply with Drawing A-101 "Washroom Plans, Building Elevations, Materials

and Rendering” and associated performance specifications prepared by Unity Design Studios Inc.

- Submit builder’s credentials for approval by the Contract Administrator with proof of BCIN number.
- Submit preliminary working drawings for review and approval by the Contract Administrator, architects, and Town and make necessary adjustments in response to feedback received and obtain approval prior to advancing the final working drawings. The preliminary working drawing submission shall include the following:
 - Architectural plans, elevations, sections, and construction details of the washroom/storage building, confirming size, layout, fixtures/features, materials, colours, openings, etc. Drawing A-101 represents the base expectations for the building and the design-builder is encouraged to propose architectural and aesthetic enhancements in response to site constraints and project requirements.
 - Floor plans, interior elevations, and sections of the washrooms, accurately identifying all fixtures/features/furnishings, including layout/dimensions to confirm compliance with OBC and AODA requirements. The drawings should accurately show all elements required for complete and functional washroom use, whether being supplied by the General Contractor or Town. The drawings should be labelled to identity what products are supplied with the building, and which are considered ‘by others’.
 - Plans, elevations, and sections (interior and exterior) specifically detailing and dimensioning each wall and opening to confirm compliance with the needs of the mechanical, and electrical drawings.
- Upon approval of the preliminary working drawing submission, prepare and submit a detailed working drawing set, product information, and specifications for the complete assembly of the washroom/storage building for approval by the Contract Administrator prior to fabrication. Drawings shall be sealed by a structural engineer licensed in the province of Ontario. Drawings shall include:
 - Working drawings (plans, elevations, sections, details, and specifications) necessary for the complete fabrication and assembly of the washroom/storage building, including integration of mechanical and electrical works.
 - Product information and cut sheets for each furnishing, fixture, and feature included in the scope of work.
- Upon approval of the working drawings and specification submission, submit to the Town’s Building Services Department for a Building Permit. Coordinate, prepare and pay fees for the Building Permit submission to the Town of Collingwood, and make revisions as required to successfully obtain a Building Permit.
- Supply and install air intake vents over each doorway.
- Accommodate all openings and concealments for the installation of the exhaust fan, HVAC grilles, ducts, and exhaust louvre, as detailed/specified in the mechanical drawings.
- Accommodate all openings and concealments for the installation of the outlet/device boxes (e.g., lights, switches, power door operators/activator buttons, ventilation fans, emergency call system, etc.) as detailed/specified in the electrical drawings.
- All electrical and mechanical works within the public washrooms and all exterior walls (e.g. lighting, activators, GFI outlet boxes, ventilation features, etc.) shall be completely concealed

within wall cavities. All mechanical and electrical works within the central maintenance closet (non-public area) shall be exposed and secured to walls and ceiling surfaces for ease of access and maintenance.

- Supply and install commercial grade porcelain wall-mounted toilets and sinks.
- Supply and install commercial grade stainless steel faucets, accessible grab bars, toilet backrest, mirrors, shelves, and coat hooks.
- Supply and install power door-opener with interior, exterior wall-mounted activators, and unisex accessible washroom signs (with graphic symbols and tactile characters) for the universal washroom that comply with Ontario Building Code (OBC) accessibility regulations. Power door-openers should permit door to be lockable from the exterior by Town staff during non-use times, default to open when the power is off, but can be switched to a locked condition when the power is off during longer off-season periods.
- Supply and install commercial grade steel lockable doors and frames, painted to specified colour. Washroom doors should be lockable from the exterior by Town staff during non-use times.
- Supply and install unisex washroom signs (with graphic symbols and tactile characters) for each of the 2 unisex washrooms.
- Supply and install an emergency call system for the Universal Washroom.
- Within the universal washroom, provide a clear space for provision of an adult-size change table that is not less than 810mm wide and 1830mm long with wall reinforcement sufficient to carry a minimum load of 1.33 kN to permit the future installation of the change table.
- Supply and install mullions and HM framed windows with tempered glass in exterior walls of the washrooms.
- Notify the Contract Administrator 48hrs in advance of the foundation installation and building construction for review.
- At close-out, submit maintenance data for care and cleaning of all proprietary fixtures and products supplied as a component of the washroom/storage building.

Work to be in accordance with the Ontario Building Code (OBC), the Accessibility for Ontarians with Disabilities Act (AODA), product supplier/manufacturer's details/specifications, and the approved Building Permit drawings prepared by the General Contractor.

Refer to Drawing A-101 for a conceptual representation of the washroom/storage building envisioned for this project by Unity Design Studios Inc., which is considered an expression of intent. It is the General Contractor's and builder's responsibility to design and engineer the building and submit detailed working drawings suitable to acquire all required Building Permits from the Town of Collingwood. It is the Contractor's and the builder's responsibility to ensure that all aspects of the building and washrooms comply with OBC and AODA and are deemed fully accessible in context of the applicable regulations.

The following establishes minimum performance requirements and expectations for the various features and fixtures to be supplied with the precast building. Alternatives will be accepted provided that they are deemed equivalent or better to the following:

Material Specifications (following the Unifomat Classification system)



1. SUBSTRUCTURE

a. Foundations:

- i. Concrete footings and foundations suitable to resist loads and inhibit frost heave. All foundation work to be designed and sealed by a professional engineer.
- ii. Concrete foundations that appear above grade shall be finished and detailed in a manner equivalent to exterior building finishes: smooth finish, minimal exposure above grade. The connection between the column and the exposed steel connectors should have troweled tops, fitted with appropriate hardware to meet design intent.
- iii. Slab on grade, consideration should be given to either epoxy or polished concrete.

2. SHELL *(Note: This is an uninsulated building)*

a. Frame:

- i. Mass timber beams, Douglas fir columns, CLT roof panels, exposed steel connectors (beams to beams, beams to columns, columns to concrete piers).

b. Enclosure:

- i. CMU: Brampton Brick Carboclave Block, grey. No paint. Anti-graffiti coating.
- ii. Different thicknesses may be required for interior and exterior walls.

c. Roofing:

- i. Metal roofing: Havelock Metal, Legacy Standing Seam metal roof, Dark Graphite (or equivalent).

d. Exterior doors and windows:

- i. Hollow metals doors in hollow metal frames tied to CMU walls. All doors to have for louvered vents above. Include bug screen.
- ii. Tempered non-thermal glazing windows in hollow metal frames tied to CMU walls

3. INTERIORS

a. Floor finish to be polished concrete.

b. Wall finishes to be interior side of CMU block, grey. No paint. Anti-graffiti coating.

c. All doors and frames are hollow metal

- i. 16-gauge galvanized steel, primed and painted black
- ii. Thresholds not required

d. Door hardware

- i. Latch sets: commercial grade, brushed chrome
- ii. Closers as needed
- iii. Pull Handle prepped for deadbolt application
- iv. Handle and lockset to be brushed chrome

e. Mirrors: Commercial Grade, Vandal Resistant, Anti-graffiti, Stainless steel frame, non-breakable.

f. Accessible features



- i. Washroom to include accessible power door openers - Entrematic Ditec HA8-LP with electric operator pull, electric strike, cables, wireless transmitter, wireless receiver, weather resistant operator buttons, or approved equal.
 - ii. Emergency call system that consists of audible and visual signal devices inside and outside of the washroom that are activated by a control device inside the washroom, and provide an emergency sign that contains the words "IN THE EVENT OF AN EMERGENCY PUSH EMERGENCY BUTTON AND AUDIBLE AND VISUAL SIGNAL WILL ACTIVATE" in letters at least 25 mm high with a 5 mm stroke and that is posted above the emergency button.
 - g. Toilet: Handicap commercial grade porcelain wall-mounted, with:
 - i. Hydraulic Flushometer Pushbutton Actuator Model No. 600317PM Metal Button Fixture Wall (MBFW Variation) by Willoughby Industries, or approved equal.
 - ii. Hinged White Plastic Seat (No Cover)
 - iii. Toilet backrest
 - h. Sink & Faucet: Handicap commercial grade porcelain wall-mounted Lavatory, with:
 - i. T&S Brass Deck Mount Faucet, Duel Temp.
 - i. Accessible Grab Bars: to conform with the Ontario Building Code (OBC) for public washrooms.
 - j. Shelves & Coat Hooks: Commercial Grade Stainless Steel, Wall Mount
 - k. Painting and coating: paint hollow metal frames and doors: semi-gloss black to match exterior.
 - l. Mop Sink & Faucet
 - m. Floor drains
 - n. Exhaust and Intakes
 - o. Exterior lockable hose bibs
4. SECURITY
- a. Hardware, timed locking mechanisms
5. ITEMS TO BE SUPPLIED AND INSTALLED BY TOWN:
- a. Toilet paper dispensers
 - b. Sanitary napkin disposal
 - c. Paper towel dispenser
 - d. Soap dispenser
 - e. Waste units
 - f. Hazard disposal (syringes, etc.)

Unit prices shall include General Contractor mark-ups for coordination and installation of prefabricated and proprietary custom products.

All identified submittals are required prior to issuing the Substantial Performance Certificate.

There will be no measurement for payment.

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

SP15 ELECTRICAL WORKS

The scope of work shall include, but not limited to, the following:

- Provide new Power pedestal complete with Meter Base and service entrance rated circuit breaker complete with grounding, Power Panel PP-A within the Washroom building. Coordinate with EPCOR for meter installation and secondary connection at existing transformer.
- Provide secondary ductbank and cables from meter location to washroom building. Ensure ductbanks are inspected by engineer prior to backfilling.
- Provide electrical work for proposed new washroom/storage building as follows:
 - Power panelboard PP-A
 - Lighting equipment, switches, and receptacles
 - Exterior lighting and controls
 - Power supply connection to exhaust fans in each washroom.
 - Power supply connection to automatic door opener and pushbuttons for universal washroom door.
 - Power supply connection to emergency call system.
 - Power supply connection to hot water tank
 - Coordinate electrical works with the installation of the new washroom slab to ensure that the electrical services penetrate the concrete slab at the appropriate locations.
 - Include all necessary wiring, cables, mounting hardware, boxes, connectors, etc. to provide a complete installation. The three washrooms must be rated for washdown conditions.
- Provide parking lot lighting including trenching, duct, cable, pole bases, poles and luminaires.
- Provide event pedestals including trenching, duct, cable, concrete vault and pedestals.
- Provide conduit for future communications use, including nylon fishing rope and capping and sealing.
- Provide ESA, EPCOR and Engineer Inspection for all work.
- Restoration of all disturbed areas to existing condition or better in coordination with the General Contractor.
- Acquire all necessary permits and locates prior to beginning work.
- Submit shop drawings for approval of all equipment and components.
- Preparation of As-built drawings and submit ESA Certificate as part of Substantial Performance.



Work to be in accordance with the Contract Drawings, EPCOR standards, Town of Collingwood Standards, Ontario Electrical Safety Code, OPSD, and Manufacturer's guidelines and specifications.

There will be no measurement for payment for items identified as 'lump sum' in the Schedule of Items & Prices. For items identified as 'each', measurement for payment shall be actual quantity and the unit of measurement is each.

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

SP16 MECHANICAL WORKS

The scope of work shall include, but not limited to, the following:

- Supply and install a 20-gallon capacity electric hot water tank complete with expansion tank and thermostatic mixing valve.
- Supply, install and connect a 38mm domestic cold-water supply line complete with a double check valve assembly (DCVA) backflow preventer and water meter to new water supply line.
- Supply and install a mop sink in the Maintenance Room.
- Supply and install an outdoor water bottle fill station.
- Supply, install and insulate all domestic cold and hot water piping connections for plumbing fixtures, mop sink, and outdoor water bottle fill station.
- Supply and install four floor drains and one funnel floor drain complete with trap seal primers.
- Supply and install an exhaust fan and associated intake louvres in the washrooms and storage rooms.
- Supply and install all sanitary drainage and vent piping connections for new plumbing fixtures and new floor drains.
- Restoration of all disturbed areas to existing condition or better.
- Acquire all necessary permits and locates.
- Submit shop drawings for approval.
- Coordinate mechanical works with the installation of the new washroom slab to ensure that the mechanical services penetrate the concrete slab at the appropriate locations.
- Preparation of As-built drawings.

Work to be in accordance with the Contract Drawings, Town Standards, Ontario Building Code and Manufacturer's guidelines and specifications.

There will be no measurement for payment.

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

SP17 SANITARY SERVICES

The scope of work shall include:

- A material list shall be submitted a minimum of 2 weeks prior to commencing work. The material list shall conform to current Municipal standards and detail all material to be used for the sanitary sewer system. No substitutions shall be permitted without written approval from the Contract Administrator.
- Excavate and backfill trench to facilitate the installation of the sanitary service. Where excavated material is deemed unsuitable for re-use, it shall be removed and disposed of at an approved location and replaced with suitable excess material harvested from the excavation and grading process. Contractor shall schedule the work to ensure suitable excess harvested material is available and utilized when necessary.
- Supply, installation and testing of sanitary service as shown on the Contract Drawings and/or as directed by the Contract Administrator or Town. Sanitary service to be PVC SDR-28.
- Service connection shall be terminated within the building pad as directed by the Contract Administrator, including a 38 mm x 89 mm marker post painted green or to the satisfaction of the Contract Administrator or Town.
- Where sanitary services are placed on previously filled and/or disturbed ground, the base of the trench shall be confirmed to be compacted to a minimum of 98% of the material's SPMDD.
- Sewer bedding for flexible pipe shall be Granular A compacted to 100% SPMDD in maximum 200mm loose measurement lifts.
- Sewer cover for flexible pipe shall be Granular A compacted to 100% SPMDD. Minimum cover depth shall be 300 mm on all pipes.
- Connect to new or existing maintenance holes, sewers and/or services, complete with fittings and adjustments to benching as required.
- Acceptable alignment and grade tolerances for sewers and services will be evaluated and decided by the Contract Administrator on an individual basis.
- Trench backfill shall be select native material compacted to 98% SPMDD unless deemed unsuitable by the Contract Administrator, in which case suitable excess material harvested within the limits of construction shall be used. If suitable excess material is not available, then with the approval of the Contract Administrator, imported fill (Select Subgrade Material) shall be used and compacted to 98% SMPDD.
- Test sanitary sewers and services, which shall include leakage testing by infiltration or exfiltration in conjunction with the maintenance holes and CCTV inspection of a clean sewer system as a condition of Substantial Performance.
- If any pipe deficiencies are noted during the review of the CCTV video reports, deficiencies are to be corrected and new CCTV video reports of the repaired pipe sections are to be provided at no additional cost.
- As a minimum, sewer testing shall include flushing, cleaning, CCTV inspection and hydrostatic pressure testing in accordance with OBC section 3.7.6. Air testing with at a minimum 35 kPa (5 psi) for 15 minutes with no leaks or water test with a minimum 3m (10') of pressure head as a condition of Substantial Performance. All testing shall be completed at no additional cost to the Contract.

Work to be in accordance with OPSS.MUNI 401, OPSS.MUNI 409, OPSS.MUNI 410 and OPSD 802.010.

Measurement for payment shall be plan quantity measurement and the unit of measurement is metres for sanitary pipe and CCTV inspections, and each for connections.

Payment at the Contract unit price shall be full compensation for all labour, equipment, and material to do the Work. No additional payment will be made for bends, sweeps, tees, wyes, fittings, and connections to new structures. Tees or wyes shall be used on the sanitary services to suit alignment. Where sanitary services change direction long radius sweeps shall be used.

SP18 WATER DISTRIBUTION SYSTEM

The scope of work shall include:

- The Contractor shall provide a complete material list for approval to the Contract Administrator a minimum of 2 weeks prior to commencing work. The material list shall conform to current Municipal Standards and detail all material to be used for the water system. No substitutions shall be permitted without written approval from the Contract Administrator.
- Prepare a written proposal, documenting the proposed testing and connection procedures for review and acceptance by the Contract Administrator.
- The Contractor shall provide a minimum of 48 hours' notice to the Contract Administrator and Municipality for any works, operation or testing that requires the Municipality's on-site attendance.
- Excavate and backfill trench to facilitate the installation of the service. Where excavated trench material is deemed unsuitable for backfilling, it shall be removed and disposed of at an approved off-site location and replaced with suitable excess material harvested from the excavation and grading process. The Contractor shall schedule the work to ensure suitable excess harvested material is available and utilized when necessary.
- Supply, install, swab, disinfect and test the service, including service pipe, bends, tees, reducers, restraining glands, thrust blocks, fittings, valves, cathodic protection and appurtenances, as indicated on the Contract Drawings and/or as directed by the Contract Administrator. Water service to be Class 160 PEX or approved equal.
- Service connection shall include a service tail piece terminating within the building pad as directed by the Contract Administrator, 500 mm above grade and a 38 mm x 89 mm marker post painted blue or to the satisfaction of the Contract Administrator or Town.
- Where the water service is placed on previously filled and/or disturbed ground the base of the trench shall be confirmed to be compacted to a minimum of 98% of the material's SPMDD.
- Pipe bedding for flexible pipe shall be Granular A compacted to 100% SPMDD in maximum 200mm loose measurement lifts.
- Pipe cover for flexible pipe shall be Granular A compacted to 100% SPMDD. Minimum cover depth shall be 1.7 m on all pipes.
- Bends shown on drawings as schematic only. Contractor to install bends as required to meet applicable specifications.

- Tracer wire shall be minimum 12-gauge TWU stranded, plastic coated copper wire. All tracer wire connections shall be made with a watertight connection approved by the Municipality and no bare wire shall be exposed at any connection. All tracer wire dead ends shall be brought to the surface at an approved access location or grounded with a magnesium grounding anode rod. Tracer wire continuity testing shall be done at 512Hz and all locations where a dissipation of signal is encountered shall be repaired prior to issuance of Substantial Performance.
- The acceptable alignment and grade tolerances of the watermain distribution system will be evaluated and decided by the Contract Administrator on an individual basis.
- Trench backfill shall be select native material unless deemed unsuitable by the Contract Administrator, in which case suitable excess material harvested within the limits of construction shall be used. If suitable excess material is not available, then with the approval of the Contract Administrator, imported fill (Select Subgrade Material) shall be used.
- Test the water system including hydrostatic leakage testing in accordance with OBC section 7.3.7 and continuity testing of metal pipe or trace wire, as a condition of Substantial Performance. All testing must be completed by trained, qualified personnel to the satisfaction of the Contract Administrator and Municipality. The Contractor shall be responsible for all temporary measures required to complete the testing (i.e. temporary blow-offs, bends, pipe, etc.) including all associated costs.
- The Contractor shall provide a minimum of 48 hours' notice to the Contract Administrator and Municipality for any works, operation or testing that requires the Town's on-site attendance.
- Continuity testing of the watermain distribution system shall be completed by the Contractor and witnessed by the Contract Administrator and Town.
- Sampling of the water service will be completed by the Town for bacteriological testing analysis. The Contractor is responsible to coordinate this work and for all costs associated with this work that may be charged by the Town.
- The Contractor is responsible for making arrangements with the Town for a supply of water during testing operations including all associated costs.
- The Contractor shall follow the water system operator's commissioning procedures, the Building Department, and the Ontario Building Code.
- Final connection of new water service to existing system following successful testing and approval by the Contract Administrator.
- The Contractor shall not operate any part of the live watermain distribution system.

Work to be in accordance with AWWA Guidelines, MOE Guidelines, OPSS.MUNI 401, OPSS.MUNI 441, OPSS.MUNI 442 and Town Engineering Standards.

Pressure test shall be completed using water to 1000 kPa (145 psi) or air to 700 kPa (102 psi) for 2 hours. All testing must be completed to the satisfaction of the Contract Administrator and Town.

Measurement for payment shall be plan quantity measurement and the unit of measurement is metres for water service and each for connections to existing.

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

SP19 CONCRETE RETAINING WALL

The scope of work shall include:

- Supply and install reinforced CIP concrete foundation and retaining wall. The CIP wall shall be cast with the galvanized steel posts for the chain-link fencing as detailed. Chamfer top edges and corners of exposed faces of the CIP retaining wall.
- Scope of work shall include all required fasteners, fittings, hardware, attachments, accessories, fixtures, ties, anchors, epoxies, adhesives, mortars, and fittings required for complete assembly of the retaining wall.
- Provide shop drawings for the concrete footing and wall reinforcing for review and approval by the Contract Administrator and provide a minimum of 2 weeks' notice for review prior to installation.
- Provide concrete mix design for review and approval by the Contract Administrator and provide a minimum of 3 weeks' notice for review prior to installation.
- Footings shall be founded on dry undisturbed native soil having a minimum allowable bearing capacity of 100 kPa (SLS).
- Excavate, shape and compact subgrade adjacent to wall to 98% of the materials Standard Proctor Maximum Dry Density (SPMDD).
- Layout retaining wall base slab location (including string line and/or formwork) with the Contract Administrator at least 24 hours prior to concrete pour.
- Dispose excess materials on-site and utilize as fill material if approved by the Geotechnical Consultant.
- Form, supply and place concrete structure and reinforcement as detailed on the Contract drawings and/or as directed by the Contract Administrator.
- Sandblast all exposed portions of the CIP concrete retaining wall with a light sandblast finish.

Work to be in accordance with CAN/CSA-A23.1, "Concrete Materials and Methods of Concrete Construction", and CAN/CSA-A23.3 "Design of Concrete Structures", the approved shop drawings submitted by the Contractor, manufacturer/fabricator/supplier specifications, and applicable notes and details on the Contract Drawings.

Measurement for payment shall be plan quantity and the unit of measurement is linear meters.

Payment for the galvanized steel posts, rails, and chain-link fencing integrated with the wall shall not be a component of the payment item for 'Concrete Retaining Wall'. Payment for galvanized steel posts, rails, and chain-link fencing and all components required to secure the posts, railings, and mesh to the wall shall be included in the payment item provided for 'Wall Mounted Court Fencing (2.45m High Galv. Chain Link - 38mm, 9-gauge with 141mm posts & 73mm rails).

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

SP20 CONCRETE CURBS (ALL TYPES)

The scope of work shall include:

- Provide a concrete mix design a minimum of 2 weeks prior to placement of curbs for review and acceptance by the Contract Administrator. Concrete shall meet specifications for CSA Exposure Class C2 concrete with a minimum 28-day compressive strength of 32 MPa in accordance with OPSS.MUNI 1350, unless otherwise specified.
- Identify source of Granular 'A' material 10 days prior to placement for review and acceptance by the Contract Administrator.
- Layout curb (including string line and/or formwork) and depression locations with the Contract Administrator 24 hours prior to curb placement. Provide Contract Administrator 48 hours' notice to review layout and formwork.
- Prepare subgrade for review by the Contract Administrator prior to placement of curbs, including excavation and compaction of subgrade material.
- Notify the Contract Administrator 48 hours in advance of the granular material placement, make the material available for testing and reasonably aid the Contract Administrator during testing.
- Supply, place and compact Granular A beneath the curb, as required to facilitate the work. Granular A shall be compacted to a dry density of 100% of the material's Standard Proctor Maximum Dry Density (SPMDD).
- Notify the Contract Administrator 48 hours in advance of the concrete placement, make the material available for testing and reasonably aid the Contract Administrator during testing.
- Supply and place concrete curb, including terminations and depressions at pedestrian ramps, sidewalks and all driveway entrances as shown on the Contract Drawings and/or as directed by the Contract Administrator.
- Install saw-cut control joints to the specified depths, frequency, and layout in accordance with the applicable details.

Work to be in accordance with OPSS.MUNI 314, OPSS.MUNI 1010, OPSS.MUNI 353, OPSS.MUNI 1350 and the applicable notes and details on the Contract Drawings.

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

Measurement for payment shall be plan quantity and the unit of measurement is metres. There will be no additional payment for, depressions, curb and gutter outlets and/or terminations.

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



SP21 CONCRETE WALKWAYS

The scope of work shall include:

- Supply and install concrete walkways, sidewalks, and ramps (minimum thickness 150mm) on specified Granular 'A' base, including excavation and compaction of subgrade material.
- Submit concrete mix design 3 weeks prior to placement of concrete and identify source of Granular 'A' material 10 days prior to placement for review and acceptance by the Contract Administrator.
- Notify the Contract Administrator 48 hours in advance of the granular material placement, make the material available for testing and reasonably aid the Contract Administrator during testing.
- Supply, place, fine grade, and compact Granular 'A' to the specified Standard Proctor Maximum Dry Density (SPMDD).
- Layout walkways, sidewalks and pads and provide Contract Administrator with 48 hours' notice to review formwork prior to pouring concrete and provide assistance during review.
- Notify the Contract Administrator 48 hours in advance of the concrete delivery and placement, make the material available for testing and reasonably aid the Contract Administrator during testing.
- Provide accessible curb ramps at parking lot and accessible parking stalls as specified.
- Provide concrete sand play access ramp within sand play area, as specified.
- For municipal sidewalk crossing the driveway, sidewalk shall be 200mm thick and conform to OPSD 310.010.
- Install tooled and/or saw-cut control joints and full depth expansion joints to the specified depths, frequency, and layout in accordance with the applicable details.

Work to be in accordance with OPSS.MUNI 314, OPSS.MUNI 1010, OPSS.MUNI 351, OPSD 310.010, and the applicable notes and details on the Contract Drawings.

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

Measurement for payment shall be plan quantity and the unit of measurement is square meters for walking surfaces and each for playground access ramps. There will be no additional payment for ramps at playground access areas, parking lots, etc.

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

SP22 TACTILE WALKING SURFACE INDICATORS (TWSI)

The scope of work shall include:

- Supply and install cast-iron tactile walking surface indicators (TWSI) within the proposed concrete pedestrian ramps in specified locations and/or as directed by the Contract Administrator.



- Submit a copy of the manufacturer's installation instructions and working drawings to the Contract Administrator 2 weeks prior to installation, with indication of TWSI radius used for each crossing, where applicable.
- Layout cast-iron TWSI's and provide Contract Administrator with 48 hours' notice for review of layout, prior to installation.

Work to be in accordance with OPSS 351, OPSD 310.039, AODA regulations, the manufacturer's specifications, and the applicable notes and details on the Contract Drawings.

Radius plates shall be used to match the curb radius (where applicable).

TWSI plates shall be set and pressed into wet concrete to final elevation according to manufacturer's specifications. Remove any wet concrete that may spill onto the TWSI surface.

Measurement for payment shall be actual quantity and the unit of measurement is each 610mm x 610mm plate.

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

SP23 GRANULAR B

The scope of work shall include:

- The Contractor shall identify source of granular material for sampling by the Owner's Geotechnical Consultant a minimum of three weeks prior to placement. The Contractor must arrange a representative and suitable equipment (i.e. loader) to be onsite during sampling (whether samples are taken from the source, or onsite) by the Geotechnical Consultant. If material fails gradation, at the Contract Administrators discretion, the Contractor may be responsible for the cost of all further testing by the Geotechnical Consultant.
- Stockpile locations, if required, shall be proposed by the Contractor for review and approval by the Contract Administrator.
- Granular B that becomes contaminated due to Contractor's activity shall be removed and replaced at no extra cost to the Contract.
- Granular B that is frozen shall not be placed in any location where Granular B is specified.
- Supply, place and fine grade the specified depth and type of Granular B and compact to 100% of material's Standard Proctor Maximum Dry Density (SPMDD), as shown on the Contract drawings and/or as directed by the Contract Administrator.
- Contractor to submit grade checks in accordance with OPSS.MUNI 314, certifying the grade, cross-section and crossfall (checked a minimum of every 20 m) are within the applicable horizontal and vertical grading tolerances, prior to the placement of Granular A. Granular tickets including material placement stationing shall be provided if requested by the Contract Administrator.
- Prepare and proof roll Granular B to the satisfaction of the Contract Administrator prior to placement of any Granular A.

- Granular B material that is stockpiled on site is to be removed from the site prior to contract completion or as directed by the Contract Administrator.

Work to be in accordance with OPSS.MUNI 314, OPSS.MUNI 1010 and the applicable notes and details on the Contract Drawings.

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

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

No additional payment will be made for the supply of water and/or calcium chloride required for compaction and/or dust control.

SP24 GRANULAR A

The scope of work shall include:

- The Contractor shall identify source of granular material for sampling by the Owner's Geotechnical Consultant a minimum of three weeks prior to placement. The Contractor must arrange a representative and suitable equipment (i.e. loader) to be onsite during sampling (whether samples are taken from the source, or onsite) by the Geotechnical Consultant. If material fails gradation, at the Contract Administrators discretion, the Contractor may be responsible for the cost of all further testing by the Geotechnical Consultant.
- Stockpile locations, if required, shall be proposed by the Contractor for review and approval by the Contract Administrator.
- Granular A that becomes contaminated due to Contractor's activity shall be removed and replaced at no extra cost to the Contract.
- Granular A that is frozen shall not be placed in any location where Granular A is specified.
- Supply, place and fine grade the specified depth of Granular A and compact to 100% of material's Standard Proctor Maximum Dry Density (SPMDD), as shown on the Contract drawings and/or as directed by the Contract Administrator.
- Contractor to submit grade checks in accordance with OPSS.MUNI 314, certifying the grade, cross-section and crossfall (checked a minimum of every 20 m) are within the applicable horizontal and vertical grading tolerances, prior to the placement of Binder Course Asphalt. Granular tickets including material placement stationing shall be provided if requested by the Contract Administrator.
- Preparing and proof rolling of Granular A to the satisfaction of the Contract Administrator prior to placement of Binder Course Asphalt.
- Granular A material that is stockpiled on site is to be removed from the site prior to contract completion or as directed by the Contract Administrator.

Work to be in accordance with OPSS.MUNI 314, OPSS.MUNI 1010 and the applicable notes and details on the Contract Drawings.

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

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

No additional payment will be made for the supply of water and/or calcium chloride required for compaction and/or dust control.

SP25 BINDER COURSE ASPHALT

The scope of work shall include:

- Contractor shall provide mix design 2 weeks prior to placement of binder course asphalt for review and acceptance by the Contract Administrator.
- Contractor shall provide a paving plan a minimum two weeks prior to paving operations for review and acceptance by the Contract Administrator. The plan shall show the proposed sequence of paving operations, lane widths, joint locations, tack coat application rates and transitions to existing asphalt. A site meeting shall be held a minimum one week prior to paving operations to review and discuss the paving plan.
- Layout all edges of pavement and lane joints prior to placement of asphalt. All longitudinal pavement joints shall be placed in accordance with the lane width and taper locations indicated in the Contract Documents.
- Saw cut all existing asphalt joints to provide a straight edge.
- Adjust all valve boxes and structure frames and grates/covers to binder course asphalt grade.
- Fine grade and compact the granular base material to the satisfaction of the Contract Administrator immediately prior to placing binder course asphalt.
- Install temporary ramping as required to facilitate vehicular and pedestrian traffic.
- Supply and place tack coat at all joints, structure frames, all vertical faces of curb and gutter, and on all new and existing surfaces between lifts of binder course asphalt as required to ensure proper adhesion of binder course asphalt.
- Contractor to take all measures required to prevent overspray and tracking of tack coat onto curbs, sidewalks, driveways, adjacent roads etc. The Contractor is responsible for removal at no additional cost to the Contract.
- Supply and place the specified depth of binder course hot mix asphalt and compact as specified in OPSS.MUNI 310 Table 10 as shown on the Contract Drawings and/or as directed by the Contract Administrator.
- If the asphalt surfaces settle in excess of 6 mm as measured in any direction with a 3 m straight edge during the warranty period, the Contract Administrator shall order the area cut out and replaced at no extra cost.

Work to be in accordance with OPSS.MUNI 310 and the applicable notes and details on the Contract Drawings.

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

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

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

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

SP26 SURFACE COURSE ASPHALT

The scope of work shall include:

- Contractor shall provide mix design 2 weeks prior to placement of surface course asphalt for review and acceptance by the Contract Administrator.
- Contractor shall provide a paving plan a minimum two weeks prior to paving operations for review and acceptance by the Contract Administrator. The plan shall show the proposed sequence of paving operations, lane widths, joint locations, tack coat application rates and transitions to existing asphalt. A site meeting shall be held a minimum one week prior to paving operations to review and discuss the paving plan.
- Layout all edges of pavement and lane joints prior to placement of asphalt. All longitudinal pavement joints shall be placed in accordance with the lane width and taper locations indicated in the Contract Documents.
- Sweep and/or clean binder course asphalt prior to placement of surface course asphalt, as required to ensure proper adhesion.
- Saw cut all existing asphalt joints to provide a straight edge.
- Grind and remove temporary ramping as required.
- Adjust all valve boxes and structure frames and grates/covers to surface course asphalt grade, including reinstatement and applicable compaction of granular base and binder course asphalt.
- Supply and place tack coat at all vertical and horizontal joints including centreline joint, structures, and along the curb and gutter, as required to ensure proper adhesion of surface course asphalt. Tack coat shall be placed on the entire surface of the binder course asphalt under a separate Contract Item prior to placing the surface course asphalt.
- Supply and place the specified depth of surface course hot mix asphalt and compact as specified in OPSS.MUNI 310 Table 10 as shown on the Contract Drawings and/or as directed by the Contract Administrator.
- If the asphalt surfaces settle in excess of 3 mm as measured in any direction with a 3 m straight edge during the warranty period, the Contract Administrator shall order the area cut out and replaced at no extra cost.

Work to be in accordance with OPSS.MUNI 310 and the applicable notes and details on the Contract Drawings.

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

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

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

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

SP27 TACK COAT

The scope of work shall include:

- Clean, sweep and wash the binder course asphalt as required to prepare the binder course asphalt, to the satisfaction of the Contract Administrator prior to the placement of tack coat.
- Tack coat shall be emulsified asphalt type SS-1 to be heated mixed and applied as per OPSS.MUNI 1103 prior to placement. Failure to meet application rates will result in a reduction of payment for application of tack coat and reduction of payment for placement of asphalt to account for increased future maintenance of the asphalt at the discretion of the Contract Administrator.
- Supply and place tack coat at all vertical and horizontal joints including centreline joint, structures, along the curb and gutter and over the entire area of binder course asphalt as required to ensure proper adhesion of surface course asphalt and/or as directed by the Contract Administrator.
- Contractor to take all measures required to prevent overspray and tracking of tack coat onto curbs, sidewalks, driveways, adjacent roads etc. The Contractor is responsible for removal of overspray and tracking at no additional cost to the Contract.

Work to be in accordance with OPSS.MUNI 310, OPSS.MUNI 1103, and the applicable notes and details on the Contract Drawings.

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

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

SP28 PAVEMENT MARKINGS

The scope of work shall include the following:

- The Contractor shall pre-mark all pavement markings prior to application for review by the Contract Administrator.
- Submit product specifications to the Contract Administrator for approval two weeks prior to placement.

- Prior to placement of pavement markings, the Contractor shall ensure the pavement surface is dry, clean and free from debris of any kind.
- Pavement markings shall only be applied upon the authorization of the Contract Administrator.
- Permanent marking materials for all traffic paint pavement markings shall be water-borne traffic paint. All paint applications to new asphalt to require two applications of paint. The second application shall not be applied until the first is tack free, but not more than 24 hours after the first application and shall be applied prior to allowing traffic to travel freely on or adjacent to the pavement markings.
- Temperature, relative humidity requirements shall conform to the applicable OPS standards.
- Supply and install permanent markings as shown on the Contract Drawings and/or as directed by the Contract Administrator.
- The Contractor shall ensure fresh pavement markings are not tracked or smeared by motorists. It shall be the Contractor's responsibility to correct any severe tracking situation, which was created as a direct result of poor traffic control operations by the Contractor.

Work to be in accordance with OPSS.MUNI 710, OPSS.MUNI 1716 the Ontario Traffic Manual Book 11 (Ministry of Transportation of Ontario), and the applicable notes and details on the Contract Drawings.

Measurement for payment shall be plan quantity and the unit of measurement for parking lot dividing lines is meters (100 mm wide line) and the unit of measurement for accessible symbols and hatched access aisles is each. Hatched access aisles shall include all hatched paint lines required between adjacent parking stalls.

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

SP29 HOT MIX ASPHALT (HMA): MULTI-USE TRAIL

The scope of work shall include:

- Supply, place and compact to 92% Maximum Relative Density (MRD) surface course hot mix asphalt over specified Granular 'A' base, including excavation, filling, and compaction of subgrade material.
- Submit asphalt mix design and identify source of Granular 'A' material for approval by the Contract Administrator a minimum of 10 working days prior to placement. No asphalt shall be laid without approval of the mix design.
- Place Granular 'A' and compact to the specified Standard Proctor Maximum Dry Density (SPMDD).
- Layout asphalt trail and provide Contract Administrator with 48hrs notice to review prior to placement.
- Notify the Contract Administrator 48hrs in advance of granular and asphalt material placement, co-ordinate testing, make the material available for testing, and reasonably aid the Consultant during testing.

Work to be in accordance with Town of Collingwood Standard Detail STD. No. 1121 - Asphalt Multi-use Trail, OPSS.MUNI 311, OPSS.MUNI 314, OPSS.MUNI 1010, OPSS.MUNI 1150, and the applicable details in the Contract Drawings.

During the maintenance period, if asphalt surfaces settles more than 5mm or differentially settles causing poor surface drainage, the Contract Administrator shall order the area cut out and replaced at no extra cost.

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

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

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

SP30 ACRYLIC COURT SURFACING & LINE PAINTING

The scope of work shall include:

- Supply and install acrylic sport surfacing and permanent line painting for the complete court surface profile, including surface patching, acrylic resurfacer, colour coating, and line painting, in accordance with the layout, dimensions, and colour distribution shown on the Contract Drawings.
- Prior to application of acrylic surfacing, the Contractor shall ensure that the pavement surface is dry, clean, and free from debris of any kind including pressure washing, crack repair, patching of depressions, and sanding, as required to receive the acrylic surfacing system.
- Confirm field measurements and pre-mark all linework and provide Contract Administrator with 48hrs notice to review pre-markings and surface preparation, prior to placement.
- Apply two (2) coats of acrylic resurfacer and two (2) coats of acrylic colour coating, including approved system-specific aggregate blends.
- Supply and install 100% acrylic line paint and compatible line primer as specified, applied in two (2) coats to a width of 50mm, unless noted otherwise.
- Submit manufacturer's data sheets for all coatings, patching products, primers, and line paint for review and acceptance by the Consultant 2 weeks prior to work.

Work to be in accordance with the requirements of 32 17 23 Acrylic Court Surfacing included in the Appendix D 3.4 - Supplementary Specifications, the manufacturer's written specifications, and the applicable notes and details on the Contract Drawings.

Provisional Item: Provide pricing for the application of an additional coat of the acrylic colour coating for a total of 3 coats.

Measurement for payment shall be plan quantity and the unit of measurement is square meters.

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

SP31 LINE PAINTING: BASKETBALL COURT

The scope of work shall include the following:

- Supply and install permanent markings for the basketball court (play lines and solid paint areas for the keys) directly on new asphalt surface as shown on the Contract Drawings.
- All court line painting and solid paint areas for the keys shall utilize a 100% acrylic sport surface line paint system as specified, suitable for direct application to new asphalt and shall meet VOC requirements in accordance with Environment Canada's VOC Concentration Limits for Architectural Coatings.
- Submit product specifications and safety data sheets and identify source of acrylic paint for approval by the Contract Administrator a minimum of 10 working days prior to placement. Provide product batch numbers upon request. No paint shall be applied without approval.
- Prior to application of pavement markings, the Contractor shall ensure that the pavement surface is dry, clean, and free from debris of any kind.
- Pre-mark all linework and provide Contract Administrator with 48hrs notice to review pre-markings and surface preparation, prior to placement.
- Line markings shall be 50mm wide, painted in white unless otherwise noted on the Contract Drawings.
- Contractor shall mask edges to ensure clean, crisp linework.
- Contractor to apply two (2) coats of paint to new asphalt surfaces, with the second coat applied only after the first is fully dry but no more than 24 hours later.
- Do not apply line paint in rain, mist, or when the air temperature is below 10°C and falling, when relative humidity exceeds 85%, or the surface temperature exceeds 54°C
- Protect freshly painted lines from tracking or smearing due to equipment or foot traffic.

Work to be in accordance with the requirements of 32 17 23 Acrylic Court Surfacing included in the Appendix D 3.4 - Supplementary Specifications, the manufacturer's specifications, and the applicable notes and details on the Contract Drawings.

There will be no measurement for payment.

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

SP32 GRANULAR TRAIL

The scope of work shall include:

- Supply and install limestone screenings surface and specified Granular 'A' base for granular trail, including excavation, filling, and compaction of subgrade material.
- Identify source of Granular 'A' and limestone screenings material for approval by the Contract Administrator a minimum of 10 working days prior to placement.
- Layout granular trail and provide Contract Administrator with 48hrs notice to review prior to placement.

- Notify the Contract Administrator 48hrs in advance of the granular material placement, make the material available for testing and reasonably aid the Contract Administrator during testing.
- Compact Granular 'A' and limestone surface to the specified Standard Proctor Maximum Dry Densities (SPMDD).

Work to be in accordance with Town of Collingwood Standard Detail STD. No. 1122 – 'Granular Screenings Trail', OPSS.MUNI 314, OPSS.MUNI.1004, OPSS.MUNI.1010, OPSS.MUNI 501, and the applicable notes and details on the Contract Drawings.

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

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

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

SP33 TIMBER FENCING: ACOUSTIC & EQUESTRIAN

The scope of work shall include:

- Supply and install timber acoustic fencing and timber equestrian fencing, including all posts, bracing, rails, panels, and required hardware, fasteners, attachments, and accessories for a complete and functional assembly.
- For the Acoustic Fence:
 - All wood members that are not in contact with the ground shall be pressure treated with Micropro Sienna in accordance with CAN/CSA-O80. The pressure treatment shall meet requirements of CAN/CSA-O80, use category UC3.2.
 - All wood members in contact with the ground and/or concrete foundations shall be pressure treated rated for ground contact. The pressure treatment shall meet requirements of CAN/CSA-O80, use category UC4.1.
- Layout post locations for review and approval by the Contract Administrator prior to installation and provide 48 hours' notice for review.
- Supply and install CIP concrete post footings as detailed in accordance with CAN/CSA-A23.1 and CAN/CSA-A23.3.
- Submit supplier/manufacturer's data sheets for timber products, finishes, and required fittings and hardware for review and approval by the Contract Administrator.

Work to be in accordance with CAN/CSA-O86, CAN/CSA-O80, CAN/CSA-A23.1, CAN/CSA-A23.3, and the applicable notes and details on the Contract Drawings.

All wood members shall be fabricated and erected in accordance with CAN/CSA-O86 and the Ontario Building Code.

Measurement for payment shall be plan quantity and the unit of measurement is linear meters.

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

SP34 CHAIN LINK FENCING & GATES: COURTS & SWM POND

The scope of work shall include:

- Supply and install galvanized chain-link fencing and lockable gates, posts, bracing, rails, and fence fabric, including all hardware, fasteners, attachments, drop pins and accessories required for complete assembly.
- Supply and install CIP concrete post footings and CIP concrete footings for gate drop pins, in accordance with CAN/CSA-A23.1 and CAN/CSA-A23.3.
- Layout post locations for review and approval by the Contract Administrator prior to installation and provide 48 hours' notice for review.
- Submit manufacturer's data sheets including, fence fabric gauge and finish, post, rail and bracing dimension and finish, gate frame dimension and finish, and required fittings and hardware for review and approval by the Contract Administrator.
- Wall Mounted Chain-Link Court Fence: For the structural chain-link fence on top of the concrete retaining wall (west edge of the pickleball courts) confirm field measurements and submit shop drawings for review and approval by the Contract Administrator. Shop drawings shall also include the at-grade portion of the structural fence and pedestrian gate (on concrete footings with 141mm posts & 73mm rails), located at the southwest corner of the pickleball courts. Shop drawings for the chain link fencing shall clearly indicate materials, dimensions, thicknesses, finishes, welds, connections, fasteners, supports, footings, details, and accessories.
- Work shall include the attachments of the railings and chain link mesh to the concrete retaining wall, where applicable, as well as the double post footing at the chain-link fence and acoustic fence transition as per the structural drawings.
- Work shall include the reinstatement of salvaged 6.0m gates in the locations identified on the Contract Drawings.

Work to be in accordance with OPSS.MUNI 772, OPSS.MUNI 1541, CAN/CSA-S16.1, CSA W59, CSA W47.1, CAN/CSA-A23.1, CAN/CSA-A23.3, and the applicable notes and details on the Contract Drawings.

All steel shall be fabricated and erected in accordance with CAN/CSA-S16.1.

All welding shall be carried out in accordance with CSA W59 by a fabricator fully approved under CSA W47.1, Division No.1 or No. 2.

All welded joints in architecturally exposed steel shall be ground smooth and shall have all weld splatter removed. All areas where the galvanizing has been damaged or removed shall be reinstated using two coats of brush applied zinc rich cold galvanizing coating, Galvafruid by Fosroc or approved equivalent.

Measurement for payment shall be plan quantity and the unit of measurement is linear meters for fencing and each for gates. Double gates shall be counted as one gate.



For the portion of the chain-link fence mounted on top of the concrete retaining wall, payment for the galvanized steel posts, rails, and chain-link fencing, and all components required to secure the posts, railings, and mesh to the wall shall be included in the payment item provided for 'Wall Mounted Court Fencing (2.45m High Galv. Chain Link - 38mm, 9-gauge with 141mm posts & 73mm rails).

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

SP35 SITE/ SPORTS FURNISHINGS & SIGNAGE

The scope of work shall include:

- Supply and install site and sports furnishings including all specified footings, fasteners, attachments, and accessories required to conform with manufacturer's installation specifications and recommendations.
- Supply and install accessible parking signage and posts at all designated accessible parking stalls in accordance with the Accessibility for Ontarians with Disabilities Act (AODA), the Highway Traffic Act, and the Ontario Traffic Manual (OTM) Book 5, as follows:
 - Signage: At each accessible parking stall, install one RB-93 sign (300mm x 450mm, white background with blue wheelchair symbol, no parking symbol, and black legend), and one RB-93T supplementary sign (150mm x 300mm, with "Van Accessible" text in black on a white background) mounted directly below. Both signs to be high-intensity retroreflective (ASTM D4956 Type III or IV).
 - Mounting Post: Galvanized steel U-channel post as per OPSD 990.110. Bottom edge of lowest sign should be a minimum of 1.5m above finished grade. Center each sign assembly at the head of the stall, clearly visible and unobstructed.
- Submit manufacturer's fabrication drawings, product information, specifications, and installation instructions for all site furnishing for approval prior to fabrication.
- Where concrete pier footings are specified as being by the supplier/installer, provide shop drawings stamped by a structural engineer licenced in the Province of Ontario for review and approval by the Contract Administrator.
- At close-out, submit maintenance data for care and cleaning of all site furnishing products.

Work to be in accordance with manufacturer's product data sheets and specifications and the applicable notes and details on the Contract Drawings.

Colour selection for all site/sports furnishings shall be confirmed by the Town prior to placing product orders.

All identified submittals are required prior to issuing the Substantial Performance Certificate.

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

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

SP36 SAFETY SURFACE: EPDM RUBBER

The scope of work shall include:

- Supply and install poured-in-place EPDM rubber safety surfacing, complete with Granular 'A' base layer and geo-textile underlayer, in all specified playspaces.
- Submit 300mm x 300mm sample for each colour specified and colour selection a minimum of 3 weeks in advance of rubber installation.
- Contractor shall coordinate with EPDM supplier to confirm varying rubber depths to ensure that the finished surface of granular base can accommodate required safety surface profiles.
- Identify source of Granular 'A' and provide sieve analysis a minimum of 10 days prior to placement for review and acceptance by the Contract Administrator.
- Notify the Contract Administrator 48hrs in advance of the granular material placement, make the material available for testing and reasonably aid the Contract Administrator during testing.
- Provide testing by an independent testing agency to confirm compliance with:
 - CAN/CSA-Z614-20 (CSA) 'Children's Playground Equipment and Surfacing' (latest revision)
 - ASTM F1292 Impact Attenuation of Surface Systems Under and Around Playground Equipment as follows:
 - The Gmax shall be less than 100 and the HIC shall be less than 700 for structures intended for children 5 years to 12 years of age.
 - Gmax shall be less than 100 and the HIC shall be less than 570 for structures intended for children 18 months to 5 years of age.
 - The drop height shall be measured from tops of barriers, guardrails, swings and climbers.
- Adjust depth of EPDM rubber double custom layer as required to achieve the required testing results for fall protection based on the associated play equipment/structures, fall heights, and intended age groups as per the play equipment supplier's recommendations and CAN/CSA-Z614-20.
- Notify the Contract Administrator 48hrs in advance of the granular material placement, make the material available for testing and reasonably aid the Contract Administrator during testing.
- If the rubber installation does not comply with the tests, remedy the work, and pay for all subsequent testing necessary to achieve compliance.
- Submit manufacturer's product information, specifications, and installation details.
- At close-out, provide maintenance data for care and cleaning of rubber installation.
- Provide warranty on the rubber installation for a period of FIVE (5) years from the date of Substantial Performance. This warranty shall cover the following:
 - The integrity of the rubber granules and binders.
 - The Gmax shall be less than 150 and the HIC shall be less than 800. The drop height shall be measured from tops of barriers, guardrails, swings, and climbers.
- The Contractor must repair all defects which occur during the warranty period at no additional cost to the Town and within 5 working days from receiving notification from the Contract Administrator regarding defects.

Work to be in accordance with manufacturer's specifications, OPSS.MUNI 314, OPSS.MUNI 1010, OPSS.MUNI 1860, CAN/CSA-Z614-20 (CSA) 'Children's Playground Equipment and Surfacing' (latest revision), ASTM F3313 – 20 Standard Test Method for Determining Impact Attenuation of Playground Surfaces Within the Use Zone of Playground Equipment as Tested in the Field (latest revision), and the applicable notes and details on the Contract Drawings.

EPDM recreational surface to be poured in place 'In-Situ' by Everplay International Inc.™ 18 Automatic Road, Unit 12 Brampton, ON, L6S 5N5, or approved equal. Binder to be UV Stable Polyurethane. Rubber surface to be fully bonded to perimeter concrete curb.

Finish Surface shall be slip resistant, when wet or dry; shall have no seams, except along the seam of the colour change; shall be smooth with no visible irregularities – i.e. bumps.

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

All identified submittals are required prior to issuing Substantial Performance Certificate.

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

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

SP37 SAND PLAY SURFACE

The scope of work shall include:

- Supply and install sand play surface to the specified minimum depth complete with granular drainage layer and geo-textile underlayer in specified play spaces.
- Identify source of sand material and supplier's product data/sieve sheets a minimum of 10 days prior to placement for review and acceptance by the Contract Administrator.
- Notify the Contract Administrator 48hrs in advance of the granular drainage layer installation for review and approval of the sub-grade condition and confirm positive drainage to the sub-drains, and make the material available for testing and reasonably aid the Contract Administrator during testing.
- Notify the Contract Administrator 48hrs in advance of the sand play surface installation and make the material available for testing and reasonably aid the Contract Administrator during testing.

Work to be in accordance with OPSS.MUNI 1004, OPSS.MUNI 1860, the requirements of CAN/CSA-Z614-20 (CSA) 'Children's Playground Equipment and Surfacing' (latest revision), supplier's specifications, and the applicable notes and details on the Contract Drawings.

Work shall include required adjustments to sand depths to accommodate variations in sub-grade. All identified submittals are required prior to issuing Substantial Performance Certificate.



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

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

SP38 PLAY STRUCTURES

The scope of work shall include:

- Supply and install prefabricated play structures, including all specified footings, fasteners, attachments and accessories required to conform with manufacturer's installation specifications.
- Coordinate with the specified manufacturer and ensure that the play space areas accommodate the selected structures.
- Submit product information, specifications, installation instructions and a detailed parts list as required by CAN/CSA-Z614-20 - Clause 8.
- Submit manufacturer's certification of structural integrity of the equipment in accordance with CAN/CSA-Z614-20 - Clause 9.
- Coordinate sub-drainage installation such that no conflicts occur with playground footings.
- Following installation, submit manufacturer/ installer's signed 'Certificate of CSA Compliance' formally confirming that the design, fabrication, and installation of all play structures are in full compliance with CSA.
- Make site available for inspection by the Contract Administrator, Town, and/or third-party CSA inspector (where applicable).
- Make all necessary modifications and repairs to satisfy Town staff trained in CSA play space inspection, or their third-party CSA inspector (where applicable) that the play structures and play spaces are CSA compliant.
- At close-out, submit maintenance data for care and cleaning of the equipment.

Work to be in accordance with manufacturer's design and specifications, the applicable notes, and details on the Contract Drawings, as well as the requirements of CAN/CSA-Z614-20 (CSA) 'Children's Playground Equipment and Surfacing' (latest revision).

Play Structures and equipment shall be supplied and installed by ABC Recreation, (519) 754-5365 (Mike Kitchen) as per the design layout provided in Appendix D3.5 - Play Equipment Layout (Reference: ABC Recreation Quote #025Q2475, dated April 21, 2025), or acceptable replacement.

Colour selection for all play equipment shall be confirmed by the Town prior to placing product orders.

All identified submittals are required prior to issuing a Substantial Performance Certificate.

There will be no measurement for payment.

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

SP39 PLANTING SOIL MIXTURE

The scope of work shall include:

- Supply and install planting soil mixture to the specified depths in areas identified as 'Mulched Planting Bed'.
- Submit source and sample of planting soil mixture 3 weeks prior to delivery for review and acceptance by the Contract Administrator.
- Layout and mark mulched planting beds and provide Contract Administrator with 48 hours' notice to review prior to excavating.
- Excavate mulched planting beds, including removal and disposal of waste material and provide Contract Administrator with 48 hours' notice for review prior to soil placement.

Work to be in accordance with the requirements of 32 93 10 Trees Shrubs & Groundcovers included in the Appendix D 3.4 - Supplementary Specifications and the applicable notes and details on the Contract Drawings.

Measurement for payment shall be plan quantity measurement and the unit of measurement is square meters, based on the specified compacted soil depth.

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

SP40 MULCH

The scope of work shall include:

- Supply and install mulch to the specified depths in areas identified as 'Mulched Planting Bed'.
- Submit source and sample of mulch 3 weeks prior to delivery for review and acceptance by the Contract Administrator.
- Complete all specified tasks required to maintain the mulch during the Establishment and Warranty periods.

Work to be in accordance with the requirements of 32 93 10 Trees Shrubs & Groundcovers included in the Appendix D3.4 - Supplementary Specifications and the applicable notes and details on the Contract Drawings.

Measurement for payment shall be plan quantity measurement and the unit of measurement is square meters, based on the specified mulch depth.

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

SP41 TREES, SHRUBS & GROUNDCOVERS

The scope of work shall include:

- Supply and install trees, shrubs and groundcovers, and all other material or processes required to conform to the applicable details and specifications for planting in individual pits and for planting in prepared planting beds.
- Work shall include but not be limited to the supply and installation of mulched saucers and planting soil mixture for individual pits, staking and ties, and trunk protection where applicable.
- Submit source of plant stock 3 weeks prior to digging at the nurseery for review and acceptance by the Contract Administrator.
- Provide the Contract Administrator with 48 hours' notice of the plant material delivery and obtain approval prior to planting.
- Should the Contract Administrator find it beneficial to review and select plant material at the source, provide all necessary coordination and assistance to accommodate the review.
- Work shall include specified Warranty on plant material and all maintenance tasks required during the Establishment and Warranty periods, including replacements.

Work to be in accordance with the requirements of 32 93 10 Trees Shrubs & Groundcovers included in the Appendix D 3.4 - Supplementary Specifications and the applicable notes and details on the Contract Drawings.

All plant material shall be warranted for a minimum period of 12 months from the date of Substantial Performance or from the date of installation, whichever is later. Should installation occur after October 15, then the Warranty Period will be deferred in accordance with Supplementary Specification 32 93 10.

All plant material which is dead or not in satisfactory growing condition during this period shall be replaced immediately. The Warranty period for replacements shall be an additional 12 months following Acceptance of the replacement.

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

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

SP42 TOPSOIL & FINISH GRADING

The scope of work shall include:

- Supply, place, fine grade, and compact a 150mm depth (minimum) of imported screened topsoil meeting the specifications for 'Topsoil'.
- Provide source and sample of imported topsoil for approval by the Contract Administrator prior to the supply, hauling, or placement. The approved topsoil source must not be changed without further approval by the Contract Administrator.

- Roll and compact topsoil to the specified material's Standard Proctor Maximum Dry Density (SPMDD).
- Transport approved topsoil to any area throughout the site and temporarily stockpile as necessary in locations approved by the Contract Administrator and Town.
- Construct, maintain and remove temporary haul routes as required.
- Obtain approval of final topsoil surface prior to sodding or seeding and provide 7 days' notice for review prior to completion.
- Dispose of excess topsoil, all topsoil waste/by product, or unsuitable material identified by the Contract Administrator off-site in location approved by the Contract Administrator and Town.

Work to be in accordance with OPSS.MUNI 802, OPSS.MUNI 180, and the applicable notes and details on the Contract Drawings.

Any topsoil placed during the Contract that becomes contaminated due to Contractor's activity shall be removed and replaced at no extra cost to the Contract.

Measurement for payment shall be plan quantity and the unit of measurement is square metres for 150mm topsoil profile depth.

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

SP43 SODDING

The scope of work shall include:

- Supply and place specified Number One Turfgrass Nursery Sod in locations identified on the Contract Drawings and/or as directed by the Contract Administrator.
- Submit sod source and mixtures 2 weeks prior to delivery and obtain approval from Contract Administrator.
- Stake sod on slopes steeper than 3 horizontal to 1 vertical or where necessary to avoid movement, or as directed by the Contract Administrator.
- Provide specified watering and maintenance for sod during the establishment period, including the first (1) cutting, until formal acceptance.
- Protect new sod from damage (ie. public use, vehicular traffic) using construction fencing until growth is established.

Work to be in accordance with OPSS.MUNI 803 and the applicable notes and details on the Contract Drawings.

Sod shall be number one grade turfgrass nursery sod with a Kentucky Bluegrass sod classification.

Approved sod source shall not be changed without approval by the Consultant.

Sodding may be performed at any time between April 30 and November 1. If sod is laid following November 1, acceptance will be deferred until one month after start of growing season, provided acceptance conditions are fulfilled.

All sodding shall occur within 7 days of topsoil placement and finished grading. The Contractor will be responsible for weed eradication if they fail to place the specified sod within this period.

Maintenance of sod is the responsibility of the Contractor until Substantial Performance or upon acceptance of the established sod, whichever comes later. During the establishment period, the Contractor shall water, cut and maintain sod after placement to ensure root establishment and sufficient vigorous and healthy growth as approved by the Contract Administrator. No additional payment will be made for watering, weeding, or cutting of sodded areas, or any other maintenance task including repair of washouts and erosion areas during this period.

Sodded areas will be accepted provided that they are uniformly established, and the turf is free of rutted, bare or dead spots, has no surface soil visible from height of 1500 mm when turf has been cut to height of 50mm, are without weeds, the established turf has been cut a minimum of 1-time (once initial growth has achieved 75 mm), and the staking has been removed after sod is established.

Measurement for payment shall be plan quantity and the unit of measurement is square metres. There will be no additional payment for staking sod where required.

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

SP44 SEEDING

The scope of work shall include:

- Supply specified seed mix and hydro-seed and hydro-mulch areas identified on the Contract Drawings and/or as directed by the Contract Administrator.
- Submit source and seed mixtures two weeks prior to delivery and obtain approval from Contract Administrator. Approved seed source or mix shall not be changed without approval by the Contract Administrator.
- Maintain seeded areas during germination and establishment (watering, cutting, and removal of weeds to specified proportions) until Substantial Performance or upon acceptance of the established seed following specified 30, 60, and 90-day inspections (within the non-dormant season), whichever comes later.
- During the Warranty Period, mow seeded areas once to a height of 150mm approx. in mid-late July, to reduce weed seed production.
- Re-seed all areas that do not establish a uniform cover as determined by the Contract Administrator.
- Protect new seed from damage (i.e., public use, vehicular traffic, etc.) until growth is established.



Work to be in accordance with OPSS.MUNI 804 and the applicable notes and details on the Contract Drawings.

All seeding shall occur within 7 days following topsoil placement and finished grading. The Contractor will be responsible for weed eradication if they fail to place the specified seed and mulch within this period.

Maintenance of seed during establishment is the responsibility of the Contractor until Substantial Performance or upon acceptance of the established seed following specified 30, 60, and 90 day inspections, whichever comes later. During the establishment period, the Contractor shall water and maintain seeded areas after placement to ensure root establishment and sufficient vigorous and healthy growth as approved by the Contract Administrator.

Seeded areas will be accepted provided that they are uniformly established and the meadow is free of rutted, bare, eroded or dead spots, has no surface soil visible from height of 1500 mm, has a weed content not exceeding 20% and the established meadow has been cut a minimum of 1 time during mid-late July.

No additional payment will be made for watering, cutting, or weeding of seeded areas, or any other maintenance task including repair of washouts and erosion areas during this period.

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

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



D3.3 GENERAL CONDITIONS SUPPLEMENTARY

SECTION CONTENTS

1.	General Conditions.....	108
2.	Designation of Parties	108
3.	Amendments to the General Conditions	108
4.	Payments	114
5.	Night, Weekend & Holiday Work.....	114
6.	Defective Work.....	115
7.	Site Meetings.....	116
8.	Labour Conditions & Fair Wages	116
9.	Workplace Safety & Insurance Board Clearance Certificate	116
10.	Siltation & Erosion Control Measures	116



1. GENERAL CONDITIONS

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

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

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

2. DESIGNATION OF PARTIES

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

The Corporation of the Town of Collingwood

Where the word "Contract Administrator" or "Consultant" is used in this Contract it shall mean:

Envision-Tatham Inc.

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

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

3. AMENDMENTS TO THE GENERAL CONDITIONS

3.1 Section GC1.04 of the General Conditions Definitions

Amended by adding the following:

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

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

Amended by adding the following:

- .03 a) The Geotechnical Report(s) which will be available from the Consultant only as specified in Appendix D - ITT Particulars, Section D2 - Material Disclosures shall **not** form part of the Contract Documents.
- b) It is to be clearly understood that the information contained in the Geotechnical Report(s) was accumulated for design purposes only and any interpretation placed on it by the Bidder or Contractor is solely the responsibility of the Bidder or Contractor.

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

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

- .01 In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order:
1. Agreement
 2. Addendum(s) (if any)
 3. Special Provisions
 4. Contract Drawings
 5. Instructions to Bidders (Parts 1 to 3 of the ITT)
 6. General Conditions Supplementary
 7. Supplementary Specifications
 8. Standard Specifications
 9. Tender
 10. General Conditions
 11. Working Drawings

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

3.4 Section GC3.06 Extension of Contract Time

Amended by adding the following:

- .02 e) A force majeure event as described in Appendix D - ITT Particulars, Section D3.2, Special Provision SP1, Item SP1.5 - Force Majeure Event.

3.5 Section GC3.07 Delays

Amended by adding the following:

- .05 Notwithstanding Section 11.3.5.01, the Owner shall not be liable for delay costs associated with a force majeure event as described in Appendix D - ITT Particulars, Section D3.2, Special Provision SP1, Item SP1.5 - Force Majeure Event.

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

Amended by the addition of the following:

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

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

Amended by the addition of the following:

- .06 Materials and/or Equipment shall **not** be stored within 3 metres of the travelled portion of any roadway.
- .07 Notwithstanding the foregoing, the Contractor shall, at their own expenses, remove any equipment or material which in the Consultant's opinion, constitutes a traffic hazard.
- .08 The storage of materials and equipment on-site is limited and subject to the Owner's approval. The Contractor shall allow for off-site storage in their tendered price.

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

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

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

3.9 Section GC7.16 of the General Conditions, Warranty

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

- .02 The Contractor guarantees that with ordinary wear and tear, the Work shall, for a period of 12 months from the Date of Substantial Performance of the Work or where there is no Substantial Performance Certificate, of 12 months from the date of completion of the Work as set out in the Completion Certificate, or such longer periods as may be specified for certain materials or Work, remain in such condition as will meet the approval of the Consultant, and that the Contractor will upon being required by the Consultant, make good in permanent manner, satisfactory to the Consultant, any imperfections due to materials or workmanship used in the construction of the Work. The decision of the Consultant is to be final as to the nature and cause of such imperfections and the necessity for remedying same. Should the Contractor fail to comply with the directions of the Consultant, the Consultant may, after giving the Contractor 24 hours written notice perform the necessary work, and the cost thereof may be deducted from the Contractor or their Surety jointly or severally in any court of competent jurisdiction as a debt due to the Owner. If the Consultant notifies the Contractor in writing of imperfections prior to the termination of the Warranty Period, then the Contractor shall make good the

imperfections as specified above, notwithstanding that the Work may commence after or extend beyond the end of the warranty period.

3.10 Section GC8.01.01 of the General Conditions, Quantities

Amended by the addition of the following:

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

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

Amended by the addition of the following:

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

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

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

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

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

Amended by adding the following:

- .05 Payment of a Proper Invoice submitted by the Contractor shall not bind the Owner in his evaluation of the Works completed.

- .06 Fifteen percent (15%) of the value of contract items which must be tested or for which as-built information must be gathered may be retained to guarantee the quality of the work performed and shall be termed Testing/As-Built Holdback. The Testing/As-Built Holdback shall reduce the value of the work completed to date on the progress certificate. The Testing/As-Built Holdback will be gathered if in the opinion of the Contract Administrator the testing of contract work is not being pursued in a timely manner. Work has proceeded without required testing or as-built information has not been gathered and recorded. The Testing/As-Built Holdback shall be released in the monthly Proper Invoice after the work has been satisfactorily tested, inspected and approved by the Consultant. The Contractor shall present the as-built drawings with the payment claim for review by the Consultant showing the information gathered.
- .07 Ten percent (10%) of all monies due to the Contractor in accordance with the Proper Invoice shall be retained by the Owner and shall be termed Statutory Holdback in accordance with the Construction Act.
- .08 Prior to Substantial Performance an additional two and one-half percent (2.5%) of all monies due to the Contractor in accordance with the Proper Invoice shall be retained by the Owner and shall be termed Warranty Holdback. Upon application by the Contractor, contract items may be removed from the aggregate value of work complete for which the warranty holdback applies.
- .09 The warranty holdback shall be paid to the Contractor at the expiration of the Warranty Period and upon issuance of the Final Acceptance Certificate.

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

Amended by adding the following:

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

- .08 For the purposes of this Contract, where the Work or a substantial part thereof is ready for use or is being used for the purposes intended and the remainder of the Work cannot be completed expeditiously, for reasons beyond the control of the Contractor or, where the Owner and the Contractor agree not to complete the Work expeditiously, the price of the services or materials remaining to be supplied and required to complete the Work shall be deducted from the Contract price in determining Substantial Performance.
- .09 In accordance with the Construction Act, a 10% Finishing Holdback will be captured for works completed after the issuance of the Certificate of Substantial Performance. The Finishing Holdback will be released upon the issuance of the Completion Certificate by the Contract Administrator, in accordance with the Construction Act.

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

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

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

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

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

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

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

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

- .01 Where the Contractor arranges for Work on a Time and Material Basis, or a part of it, to be performed by Subcontractors on a Time and Material basis and has received approval prior to the commencement of such work, in accordance with the requirements of subsection GC 3.09, Subcontracting by the Contractor, the Owner will pay the cost of Work on a Time and Material Basis by the Subcontractor calculated as if the Contractor had done the Work on a Time and Material Basis, plus a 5% mark-up.

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

Amended by the addition of the following:

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

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

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

- .01 a) It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed by the Completion Date stipulated in the Tender Form, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Owner the sum of **\$0.00** for liquidated damages for each and every working day delay in finishing the work in excess of the dates of completion prescribed. It is agreed that this amount is an estimate of the actual damage to the Owner which will accrue during the period in excess of the completion dates stipulated. In addition to the above amount per day Liquidated Damages charge, the Contractor shall pay to the Owner in respect of additional site supervision, office supervision and administration caused by the delay in finishing the Work in excess of the completion dates stipulated.
- b) The Owner may deduct any amount due under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Owner.

4. PAYMENTS

Payments shall be made in accordance with the Construction Act.

5. NIGHT, WEEKEND & HOLIDAY WORK

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

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

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

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

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

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

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

6. DEFECTIVE WORK

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

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



7. SITE MEETINGS

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

8. LABOUR CONDITIONS & FAIR WAGES

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

9. WORKPLACE SAFETY & INSURANCE BOARD CLEARANCE CERTIFICATE

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

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

10. SILTATION & EROSION CONTROL MEASURES

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



D3.4 SUPPLEMENTARY SPECIFICATIONS

PART 1 GENERAL

1.1 Summary

- .1 This section specifies the requirements for the supply and installation of textured acrylic surfacing for asphalt tennis courts and similar play areas.

1.2 References

- .1 Environment Canada (EC)
 - .1 Volatile Organic Compound (VOC) Concentration Limits for Architectural Coatings Regulations, SOR/Current-264.
- .2 Health Canada/Workplace Hazardous Materials Information System (WHMIS)
 - .1 Material Safety Data Sheets (MSDS)
- .3 American Sports Builders Association (ASBA)
 - .1 Current Guide Specifications
- .4 International Tennis Federation (ITF)
- .5 United States Tennis Association (USTA)
- .6 California Products Corporation
 - .1 Plexipave CSI Spec: Textured Acrylic Color Surfacing For Tennis Courts And Play Areas (latest revision)
- .7 Advanced Polymer Technology Corporation
 - .1 Acrylic Tennis & Recreational Sport Surfaces, Advantage Laykold System Specification (latest revision)

1.3 Quality Assurance

- .1 Surfacing shall conform to the guidelines of the ASBA for planarity.
- .2 All surface coatings products shall be supplied by a single manufacturer.
- .3 Contractor shall record the batch number of each product used on the site and maintain it through the warranty period.
- .4 Contractor shall provide the Consultant, upon request, an estimate of the volume of each product to be used on site.
- .5 The installer shall be an authorized applicator of the specified system.
- .6 The manufacturer's representative shall be available to help resolve material questions.

1.4 Submittals

- .1 Minimum 2 weeks prior to starting acrylic court surfacing work, submit to Consultant:
 - .1 Manufacturer specifications for components, colour chart, and installation instructions/specifications;
 - .2 Authorized Applicator certificate from the surface system manufacturer;
 - .3 ITF classification certificate for the system to be installed;

- .4 Reference list from the installer of at least 5 projects of similar scope done in each of the past 3 years;
- .5 Current WHMIS Material Safety Data Sheets (MSDS);

1.5 Material Handling and Storage

- .1 Store materials in accordance with manufacturer specifications and Material Safety Data Sheets (MSDS).
- .2 Deliver product to the site in original unopened containers with proper labels attached.
- .3 Replace defective or damaged materials with new.

1.6 Warranty

- .1 Provide a warranty against defects in the materials and workmanship for a period of one year from the date of substantial completion.

1.7 Installer Qualifications

- .1 Installer shall be:
 - .1 regularly engaged in construction and surfacing of acrylic tennis and pickleball courts;
 - .2 an Authorized Applicator of the specified surface system;
 - .3 a builder member of the ASBA.

1.8 Manufacturer Qualifications

- .1 System manufacturer shall:
 - .1 provide documentation that the surface to be installed has been classified by the ITF as a medium pace (Category 3) surface;
 - .2 be a member of the ASBA.

PART 2 PRODUCTS

2.1 Manufacturers

- .1 Acceptable manufacturers include the following:
 - .1 California Products Corp., Andover, MA. 01810 / Plexipave System www.plexipave.com
 - .2 Sport Group GmbH / Laykold www.laykold.com

2.2 Materials

- .1 All materials shall comply to comply with manufacturer specifications and Material Safety Data Sheets (MSDS).
- .2 All surface coating products shall be supplied by a single manufacturer.
- .3 All materials shall be delivered to the job site in sealed containers with the manufacturer's label affixed.
- .4 Patching Mix

- .1 For cracks greater than 13mm, holes, depressions, and other surface imperfections.
- .2 100% acrylic resin blended with Portland Cement and silica sand.
 - .1 Laykold: Deep Patch
 - .2 Plexipave: Court Patch Binder
- .5 **Crack Filler**
 - .1 For fine cracks, as defined by manufacturer (generally less than 13mm wide).
 - .1 Laykold: Laykold Crack Filler (polyurethane)
 - .2 Plexipave: Crack Filler (100% acrylic resin heavily filled with sand)
- .6 **Acrylic Resurfacer**
 - .1 100% acrylic concentrate/filler blended with silica sand and water at the site.
 - .1 Laykold: Acrylic Resurfacer
 - .2 Plexipave: Acrylic Resurfacer
- .7 **Acrylic Colour Surfacing**
 - .1 Pure acrylic, containing no asphaltic or tar emulsions, nor any vinyl, alkyd or non-acrylic resins.
 - .2 Color system:
 - .1 Factory-mixed compounds requiring only the addition of water at the site.
 - .2 Type:
 - .1 Laykold: Advantage Laykold Color
 - .2 Plexipave: Fortified Plexipave
 - .3 Colours:
 - .1 Colours to be as per contract drawings and confirmed and approved by Contract Administrator prior to ordering.
- .8 **Line Painting**
 - .1 100% acrylic resin containing no alkyds or vinyl constituents.
 - .2 Type:
 - .1 Laykold: Laykold Line Primer and Textured White Line Paint
 - .2 Plexipave: Plexicolor textured white line paint and Line Rite.
- .9 Water used in all mixtures shall be fresh and potable.
- .10 Local sands are not acceptable in the color playing surface. Sands must be incorporated at the manufacturing location to ensure quality and stability.
- .11 All surfacing materials shall be non-flammable and shall comply with Environment Canada's VOC Concentration Limits for Architectural Coatings.

PART 3 EXECUTION

3.1 General

- .1 Further to this Section, all work shall be in accordance with the Manufacturer's Specifications and MSDS's.

3.2 Weather Limitations

- .1 Do not install in snow, rain, fog, mist; windy conditions; when relative humidity exceeds 85 percent; or at temperatures less than 3°C above the dewpoint.
- .2 The air temperature must be at least 10°C and rising.
- .3 Do not apply when surface temperature is exceeds 54°C.

3.3 Surface Preparation

- .1 Allow new asphalt paving to cure for a minimum of 30 days of warm weather prior to application of any surfacing materials.
- .2 If structural cracks are present in the asphalt, the asphalt surface will be considered unacceptable and must be replaced.
- .3 Clean and pressure-wash surfaces with degreaser to remove loose dirt, oil grease, leaves and other debris in strict accordance with manufacturer's specifications. Any areas with algal growth to be treated with bleach or approved alternative to kill the organisms and then be properly rinsed.
- .4 Prior to application of any surface repair products, pavement surface to be dry and free from water, frost, ice, salt, dust, oil, grease and other deleterious materials.
- .5 Depressions:
 - .1 Flood the surface to check for ponding water. After 30 minutes, any area with ponding water that is deep enough to cover the thickness of a five-cent piece (16mm) must be outlined and corrected.
 - .2 After ponding areas are dry and prior to patching, prime depressions with a 50% dilution of Patching Mix and water.
 - .3 Correct ponding areas using Patching Mix as per manufacturer's directions and specifications.
 - .4 After patching, the surface shall not vary more than 3 millimeters in 3.0 metres measured in any direction.
- .6 Fine Cracks and Holes:
 - .1 Clean crack/hole so that it is free of all debris.
 - .2 Remove all loose pavement from crack.
 - .3 Repair according to manufacturer's specifications.
- .7 Allow repair products to dry completely prior to applying acrylic colour system.

3.4 Application – Acrylic Resurfacer

- .1 Prior to application of acrylic resurfacer, pavement surface to be dry and free from water, frost, ice, salt, dust, oil, grease and other deleterious materials.
- .2 Notify Contract Administrator of all applications, 48 hours prior to installation for inspection and approval of the surface.
- .3 Allow each coat to cure completely before the next application. Between each coat, inspect entire surface. Repair any defects and scrape surface to remove any lumps, and broom or blow off all loose matter.
- .4 Acrylic Resurfacer:

- .1 Once the asphalt surface has been properly repaired, use concentrate/filler course to fill voids and hide the profile of aggregates in the pavement prior to the application of acrylic colour surfacing systems.
- .2 Using a 70 Durometer flexible rubber squeegee, apply two (2) coats of acrylic resurfacer according to manufacturer's specifications.
- .3 Dilution shall be in strict accordance with the manufacturer's specifications and over-dilution shall not be accepted.
- .4 Addition of silica sand shall be as per the manufacturer's specifications.

3.5 Application – Acrylic Colour

- .1 All areas to be color coated to be dry and free from water, frost, ice, salt, dust, oil, grease and other deleterious materials.
- .2 Notify Contract Administrator of all applications, 48 hours prior to installation for inspection and approval of the surface.
- .3 Ensure that net post footings and hold-down rings are installed as detailed and set to finished court elevation prior to finished coatings or final surfacing.
- .4 Lay out acrylic colour as per drawings and obtain approval from Contract Administrator prior to painting.
- .5 Acrylic Colour Surfacing:
 - .1 Using a 50 Durometer flexible rubber squeegee, apply a minimum of two (2) coats of the acrylic colour surfacing according to manufacturer's specifications.
- .6 Allow each coat to cure completely before the next application.
- .7 Ensure that the finished surface has a uniform appearance and is free from ridges and tool marks.
- .8 If ridges are left or found, allow material to dry thoroughly, scrape off ridges with a steel trowel, and hide all scrape marks with a subsequent application.

3.6 Application - Line Painting

- .1 Allow a minimum of 24 hours after completion of colour resurfacing prior to line painting.
- .2 Prepare and paint lines upon completion and acceptance of the surface.
- .3 Lay out acrylic line painting as per drawings and obtain approval from Contract Administrator prior to painting.
- .4 Lines to be 50mm wide unless otherwise noted on drawings and to be laid out in accordance with the Contract Drawings.
- .5 The area to be marked shall be taped to insure a crisp line.
- .6 Prime masked lines with line primer and allow application to dry.
- .7 Paint lines with paintbrush or roller as per ASBA and USTA specifications. Apply two (2) coats and allow paint lines to dry thoroughly before next coat.
- .8 Paint lines of uniform colour and density with sharp edges.
- .9 Thoroughly clean distributor tank before refilling with paint of different colour.
- .10 Remove masking tape immediately after lines are dry.

3.7 Tolerances

- .1 Line width to be +/- 3mm.
- .2 Tolerance for deviation from design layout: +/- 6 mm.

3.8 Protection

- .1 Erect temporary barriers to protect coatings and markings during drying and curing.
- .2 Lock gates to prevent use until acceptance by Consultant.

3.9 Cleaning

- .1 Remove all containers, surplus materials, and debris. Dispose of materials in accordance with municipal, provincial, and Federal regulations.
- .2 Leave site in a clean and orderly condition.
- .3 Repair all damage to adjacent materials caused by acrylic colour surfacing and line painting application.

END OF SECTION

PART 1 - GENERAL

1.1 Summary

- .1 This Section specifies plant material, planting, tree support, mulch, accessories, and maintenance.

1.2 References

- .1 Canadian Landscape Standard (latest edition) published by the Canadian Society of Landscape Architects and the Canadian Nursery Landscape Association.
- .2 Plant Hardiness Zones in Canada (latest edition) published by Agriculture and Agri-Food Canada (AAFC).
- .3 Canada Fertilizer Act and Regulations.
- .4 Guidelines for Compost Quality. PN 1340. Canadian Council of Ministers of the Environment.
- .5 ANSI A-300 Pruning Standard

1.3 Quality Assurance

- .1 Qualifications: The Contractor shall have membership in Landscape Ontario, with a minimum of 5 years of experience in Work of this Section.
- .2 All work of this Section shall be carried out by experienced personnel under the direction of a skilled foreman and in strict accordance with the specifications and best horticultural practice.
- .3 If requested by the Consultant, make all materials available for inspections at source of supply, otherwise material will be inspected upon arrival to the site. Give timely notice, in writing, to the Consultant when such materials are available for inspection.
- .4 Approval of plant materials at source of supply will not impair the right of the Consultant to reject plant materials during or after planting operations, that have been damaged, that have poor form and habit or that do not conform to the Contract Documents.
- .5 Planting of materials prior to inspection by the Consultant will be the Contractor's responsibility and subject to rejection by the Consultant.
- .6 Remove all rejected materials from the site immediately.
- .7 Do not remove any labels from plants unless directed to do so by the Consultant.

1.4 Submittals

- .1 Product data. Submit copies of manufacturer's/ supplier's Product Data for the following:
 - .1 Plant material – submit source and supplier
 - .2 Fertilizer
 - .3 Anti-desiccant

.2 Samples. Submit samples of the following:

- .1 Topsoil
- .2 Coarse Sand
- .3 Compost
- .4 Planting Soil Mix
- .5 Mulch

.3 Maintenance Program during Warranty. Submit copies of the following to the Contract Administrator:

- .1 Program and schedule outlining reasonable watering requirements by the Town during the warranty period.
- .2 Should Town watering not meet the above requirements, written notice outlining deficiencies.
- .3 If necessary, any preventative or corrective measures required which are outside Contractor's responsibility.

1.5 Substitutions

- .1 All plants shall be supplied as specified on the Contract Drawings. Substitutions will not be accepted unless approved in writing by the Consultant.
- .2 Give timely advanced notice to the Consultant, in writing, when applying for substitutions.

1.6 Delivery, Storage and Handling

- .1 All materials such as fertilizers, anti-desiccants, mulches, etc. supplied in standard containers shall be delivered to the jobsite clearly indicating contents, weight, analysis and name of manufacturer. Where such materials are supplied in bulk, written statements of the same information shall be submitted to the Owner in accordance with submittal requirements of this Section.
- .2 Protect plant material from frost, excessive heat, wind, and sun during delivery.
- .3 Plants shall be transported in trucks equipped with solid sides and tops, or framing and canvas/ tarpaulin sheeting, to protect the entire plant from any element of the transportation process that would desiccate, bruise, burn, distort or damage the trunk, branches, root ball, or the general quality or character of the plant. When plants may be subject to wind during transportation and storage, tarpaulins and other protective measures may be supplemented by spraying the foliage with an anti-desiccant prior to shipping.
- .4 Crowns wrapped for transport must be unwrapped prior to inspection.
- .5 Trunks shall not be used for hoisting purposes and branches shall be carefully padded at points of contact with the equipment. Trees exhibiting any mechanical damage will not be accepted.
- .6 Immediately store and protect plant material which will not be installed within one (1) hour after arrival at site in storage location approved by Consultant.

- .7 Protect stored plant material from frost, wind, and sun and as follows:
 - .1 For bare root material, maintain root moisture with wetted straw, peat moss, or soil mixture.
 - .2 For pots and containers, maintain moisture level in containers. Heel-in fibre pots.
 - .3 For balled and burlapped and wire basket root balls, place to protect branches from damage. Maintain moisture level in root zones.
 - .4 Store all plants in a shaded area.
- .8 Do not store plants in low light conditions for prolonged periods.
- .9 Store materials which are subject to deterioration resulting from weather or any other causes that would impair their effectiveness in a dry waterproof place. Follow regulations regarding Health and Safety.
- .10 Plants with broken or cracked rootballs or plants which are strongly desiccated will be subject to rejection upon arrival on the project site.

1.7 Examination

- .1 Examine the site before commencement of work and inform the Consultant if site conditions will not permit completion of work as specified in this Section.
- .2 Where applicable to the Contract, ensure that subgrade preparation and drainage are satisfactory for continuing maintenance and growth of materials specified in this Section.

1.8 Warranty

- .1 "Nursery Grown" plants installed during the period between May 15th to October 15th for which a Certificate of Substantial Performance has been issued, shall be warranted for twelve (12) months from date of Substantial Performance, providing adequate maintenance has been provided.
- .2 "Nursery Grown" plants installed after October 15th for which a Certificate of Substantial Performance has been issued, shall be Warranted for twelve (12) months from May 15th of the following year, providing adequate maintenance has been provided.

PART 2 - PRODUCTS

2.1 Plant Materials

- .1 All plant materials shall be No. 1 Grade, nursery grown stock meeting the highest horticultural standards of the Canadian Landscape Standard with respect to grading and quality.
- .2 Plants shall be grown under proper cultural practices with respect to fertile soil, ample spacing, regular cultivation, weed, pest and disease control, adequate moisture and pruning. All such plants shall have been transplanted and/or root pruned regularly, but not later than (36) thirty-six months prior to arrival on the site.
- .3 Ball sizes shall be sufficiently large to contain at least seventy-five percent (75%) of the fibrous root system. Ball sizes shall be in accordance with the Canadian Standards for Nursery Stock.

- .4 Where trees are to be planted "balled and burlapped" (B/B) they shall be moved with the root system as solid units, with balls of earth wrapped with burlap. The diameter and depth of the balls must be sufficient to encompass a fibrous and feeding root system necessary for the healthy development of the plant. No potted stock shall be accepted. No plant shall be accepted when the ball of earth surrounding its roots has been cracked or broken during transplanting. The least possible time shall elapse between the digging of a tree and its final planting. The Consultant shall be the sole judge as to the allowable lapse of time.
- .5 Burlap and rope shall be manufactured of natural decomposable fibres without treatment for waterproofing or rot resistance. Plastic or metal fibres or strands shall not be used.
- .6 All plants shall be legibly tagged with their proper name and size and source. Tags must remain in place until approved by the Consultant.
- .7 Nomenclature of specified plants shall conform to the international Code of Nomenclature for Cultivated Plants and shall be in accordance with the approved scientific names given in the latest edition of Standardized Plant Names. The names of the varieties not named therein shall conform to the names accepted in the nursery trades.
- .8 Plants shall be sound, healthy, vigorous, well branched and densely foliated when in leaf. They shall be free of disease, insect pests, eggs or larvae and shall have healthy, well-developed root systems. All shrubs and trees shall possess all characteristics of the specified kind with the leader intact, undamaged and uncut, growing from an un-mutilated root system and exhibiting previous 2 years shoot elongation as typical. There shall be no crossing or rubbing branches. The stems shall be free from sun scalds, frost cracks, abrasions, fire and rusts. All old injuries shall be completely callused over. Pruning wounds must show vigorous bark on all edges.
- .9 All plant materials shall be moist, showing active green cambium when cut. Coniferous plants that are dry, brittle or showing a faded green not typical of the species will not be acceptable. Coniferous trees, with the exception of ornamental cedars, are to be unclipped.
- .10 All trees shall have only one dominant central leader. Trees with cut or co-dominant leaders will be rejected.
- .11 All plant materials specified shall be of the best available quality. Trees indicated as "specimen" on the plant list shall be supreme examples of the particular species without irregularities or blemishes. They shall be uniform in character with all other "specimens" of the same species required under this Contract.
- .12 All plants shall conform to the measurements specified in the plant list, except that plants larger than specified may be used if approved by the Consultant. Use of such plants shall not increase the Contract price. If larger plants are approved, the ball of earth shall be increased in proportion to the size of the plants.
- .13 All plants shall be measured when the branches are in their normal position. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to root base or from branch tip to branch tip. Trees that exhibit weak graft unions shall not be accepted.
- .14 Where trees are measured by Caliper (cal.), reference is made to the diameter of the trunk measured 150mm above ground as the tree stands in the nursery. All plant materials shall be nursery grown under climatic, soil, and local site conditions similar to those on the contract site for at least two (2) years.

2.2 Planting Soil Mixture

- .1 Planting soil mixture to be 50% topsoil, 20% coarse sand, and 30% compost:
 - .1 Topsoil:
 - .1 friable loam, neither heavy clay nor material of a very light sandy nature, containing 5-10% organic matter by volume
 - .2 free of subsoil, root mats/clumps, grass, weeds, toxic materials, stones larger than 75mm, wood or sticks greater than 25mm in diameter, lumps of clay larger than 50mm, plant or insect pests, or foreign objects
 - .3 acidity range (pH) of 5.5-7.8
 - .4 total salts < 1.5 mmhos/ cm
 - .5 cation exchange capacity of more than 20 meq/ 100g
 - .6 nutrients (ppm): P 10-60, K 80-250, Ca 1000-4000, Mg 100-300, Cl <100, Na <200
 - .7 sodium absorption ratio <15
 - .8 free of crabgrass, couchgrass, and other noxious weeds or weed seeds.
 - .2 Coarse sand:
 - .1 clean, sharp, mineral sand, washed to remove silt and clay particles, and meeting the following requirements of coarse concrete sand, ASTM C33 with a Fines Modulus Index between 2.8 and 3.2.
 - .2 acidity (pH) less than 7.5
 - .3 soluble Salt less than 0.25 mmhos/cm
 - .4 percent Organic Matter less than 0.5%
 - .5 free of toxic substances that would harm or inhibit plant growth.
 - .3 Compost:
 - .1 shall meet or exceed the requirements for Category A Compost as defined in the Guidelines for Compost Quality.
 - .2 total of all stones, recognizable branches, wood chips and roots larger than 25mm in diameter shall be less than 5 per cent by volume.
 - .3 acidity range (pH) of 5.0-7.5.
 - .4 carbon to nitrogen ratio to be 15:1 to 25:1.
 - .4 Mix the planting soil mixture with a loader bucket to preserve soil structures (peds).

2.3 Water

- .1 Free of impurities that would harm or inhibit plant growth.

2.4 Ties

- .1 Suitable ties include:
 - .1 50 mm wide burlap strips.
 - .2 ArborTie installed as per manufacturer's recommendations (supplied by Deep Root Canada Corp., Unit 740 - 1190 Melville Street, Vancouver, BC V6E 3W1, (800) 561-3883), or approved equal.

2.5 Stakes

- .1 T-bar, heavy-duty, 1800 mm long.

2.6 Trunk Protection

- .1 Black corrugated HDPE drainage pipe, 100mm diameter, 500mm in height or to lowest branch.
- .2 For plantings in naturalization/meadow areas: white spiral vinyl trunk guard, 600mm in length.

2.7 Mulch

- .1 Shredded cedar bark: varying in size from 35 to 75 mm in length, undyed, and free of chemicals.

2.8 Fertilizer

- .1 Complete commercial slow-release fertilizer with a maximum 35% water soluble nitrogen with the following percentages by weight of nitrogen, phosphorus, and potassium, in that order: 10-10-10 or as determined by soil tests.

2.9 Anti-Desiccant

- .1 Wax-like emulsion shall be permeable to permit transpiration and shall be delivered, mixed and applied in accordance with the manufacturer's recommendations.

PART 3 - EXECUTION

3.1 Pre-Planting Operations

- .1 No planting shall be executed until finished grade has been established.
- .2 Obtain approval from Consultant of plant material prior to planting.

3.2 Excavation and Preparation of Planting Pits and Planting Beds

- .1 Excavate to depth and width of planting bed or planting pit as indicated in the Contract Documents.
- .2 Remove and dispose of excavated material including sub-soil, rocks, roots and other debris.
- .3 Scarify sides and bottom of planting hole or planting bed site.

- .4 Remove water which enters excavations prior to planting. Notify Consultant if water source is ground water.
- .5 Obtain approval from the Consultant of the planting bed sub-grade prior to backfilling with planting soil mixture.
- .6 Backfill planting beds and/or planting pits with planting soil mixture as indicated in the Contract Documents.
- .7 For individual planting pits:
 - .1 Stake out location of individual trees and obtain approval from Consultant prior to excavating.
 - .2 Do not leave tree pits open overnight.
- .8 For planting beds:
 - .1 Place planting soil mixture after Consultant has accepted sub-grade of planting bed.
 - .2 Spread planting soil mixture in uniform layers not exceeding 150 mm and tamp each lift to eliminate air pockets.
 - .3 Spread planting soil mixture to the minimum depths as detailed in the Contract Documents.
 - .4 Manually spread planting soil around trees, shrubs and other obstacles.
- .9 Do not place or mix planting soil mixture when in a muddy or frozen condition.

3.3 Planting

- .1 All planting shall be executed in accordance with the Contract Documents.
- .2 Planting shall be done during suitable weather conditions.
- .3 For jute burlapped root balls, cut away top one third of wrapping and wire basket without damaging root ball. Do not pull burlap or rope from under root ball.
- .4 For container stock or root balls in non-degradable wrapping, remove entire container or wrapping without damaging root ball.
- .5 Trees and other plant materials shall be planted vertically and faced to give the best appearance or relationship to adjacent structures, road and walkways to the approval of the Consultant.
- .6 For trees and shrubs:
 - .1 Plants shall be set plumb in the centre of the planting pits at a relationship to existing grade allowing for normal natural settlement, as detailed in the Contract Documents.
 - .2 Remove all ropes, wires, etc., and pull burlap away from top of rootball.
 - .3 Set bare root plants so that their roots lie in their natural position.
 - .4 The shrub root ball or the natural spread of the roots shall be a minimum of 300mm away from the edge of the planting bed. The shrub hole shall be deep enough so that the top of the ball is at the same level as the surrounding grade, with a minimum of 150mm of tamped soil mixture under the ball.

- .5 The tree hole shall be deep enough that when backfilling is completed, the tree shall be 75mm above the depth as it previously stood in the nursery to allow for settling.
- .6 Backfill soil mixture in layers not exceeding 150mm in depth and tamp each lift to eliminate air pockets.
- .7 Constantly tamp soil mixture around rootball to eliminate air pockets.
- .8 Soak soil mixture thoroughly with water when hole is filled half-way. Fill hole with soil mixture completely, leaving a shallow saucer directly over root ball, and slightly smaller in diameter than the excavation.
- .9 Backfill to a height above finished grade sufficient to allow for normal, natural settlement. Finish grade, after settlement, shall be as detailed in the Contract Documents.
- .10 Prune only as necessary to remove dead, broken, or crossing/rubbing branches. Do not prune leaders.
- .7 For groundcovers, backfill soil evenly to finish grade and tamp to eliminate air pockets.
- .8 Water trees, shrubs, and ground covers thoroughly immediately after planting.
- .9 After soil settlement has occurred, fill with soil to finish grade.
- .10 Dispose of burlap, wire, and container material off site.

3.4 Trunk Protection

- .1 Install trunk protection on deciduous trees as detailed in the Contract Documents, prior to installation of tree supports.

3.5 Tree Supports

- .1 Install tree supports as detailed in the Contract Documents or as recommended by the Manufacturer of a proprietary tree support system.

3.6 Mulching

- .1 Ensure soil settlement has been corrected prior to mulching.
- .2 Spread mulch in planting beds and tree saucers to depth of 75mm as detailed in the Contract Documents.

3.7 Clean-up

- .1 Immediately after planting, remove all excess materials, rubbish and debris from the site, leaving the area neat and tidy. Clean all areas which are contaminated as a result of planting operations and reinstate to existing conditions or better.

3.8 Acceptance

- .1 Prior to acceptance by the Consultant, all plants and materials shall be completely free of disease and/or insect infestation and in a healthy and vigorous growing condition. Pruning has been completed, where required. Tree stakes shall be taut and all accessories in good condition as specified. Planting areas and tree saucers shall be freshly cultivated and free of weeds and debris. Acceptance shall only be granted after Substantial Performance has been achieved.

3.9 Maintenance Until Acceptance

- .1 From the time of planting until Acceptance, perform the following maintenance operations:
 - .1 Water to maintain soil moisture conditions for optimum growth and health of plant material without causing erosion.
 - .2 Reform damaged watering saucers.
 - .3 Remove weeds monthly.
 - .4 Replace or re-spread damaged, missing or disturbed mulch.
 - .5 If required to control insects, fungus and disease, use appropriate control methods in accordance with Federal, Provincial, and Municipal regulations. Obtain product approval from Consultant prior to application.
 - .6 Wrap conifers with burlap in November for first winter and remove promptly in early spring to prevent heat buildup.
 - .7 Apply fertilizer as required by soil testing or the Consultant.
 - .8 Prune and remove dead, broken or hazardous branches from plant material.
 - .9 Keep trunk protection and tree supports in proper repair and adjustment.
 - .10 Reset plants to proper grades or upright position.
 - .11 Remove and replace dead plants and plants not in healthy growing condition. Make replacements in same manner as specified for original plantings.

3.10 Maintenance During Warranty Period

- .1 The Town will undertake watering and weeding following Acceptance of the plant material.
- .2 From the time of planting to end of the Warranty period, the Contractor is to perform the following maintenance operations:
 - .1 Reform damaged watering saucers.
 - .2 Prune for structure and to remove dead, broken or hazardous branches from plant material.
 - .3 Keep trunk protection and tree supports in proper repair and adjustment.
 - .4 Reset plants to proper grades or upright position.
 - .5 Respread or replace mulch to maintain 75mm compacted depth.

- .6 If required to control insects, fungus and disease, use appropriate control methods in accordance with Federal, Provincial, and Municipal regulations. Obtain product approval from Consultant prior to application.
- .7 Remove tree supports/trunk guards and level watering saucers at end of Warranty period.
- .8 Remove and replace dead plants and plants not in healthy growing condition. Make replacements in same manner as specified for original plantings.
- .9 Wrap conifers with burlap in November for first winter and remove promptly in early spring to prevent heat buildup.

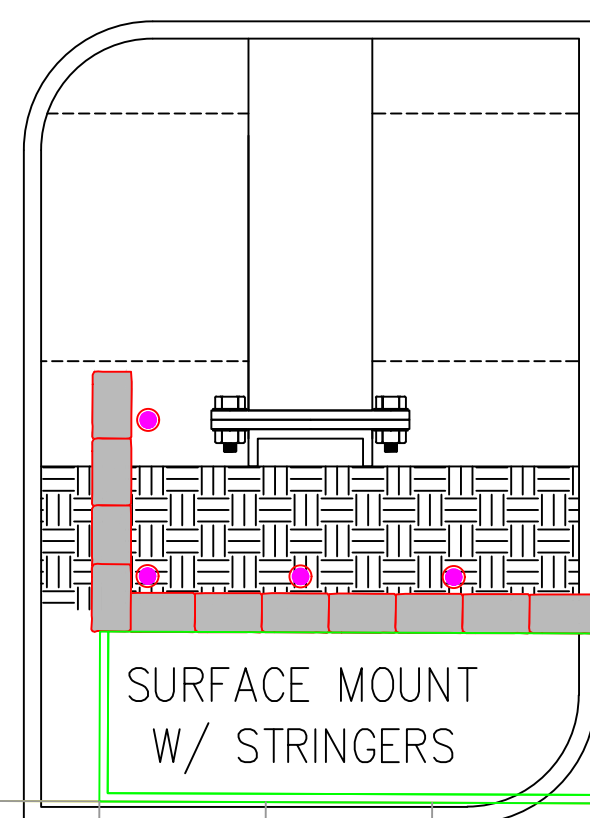
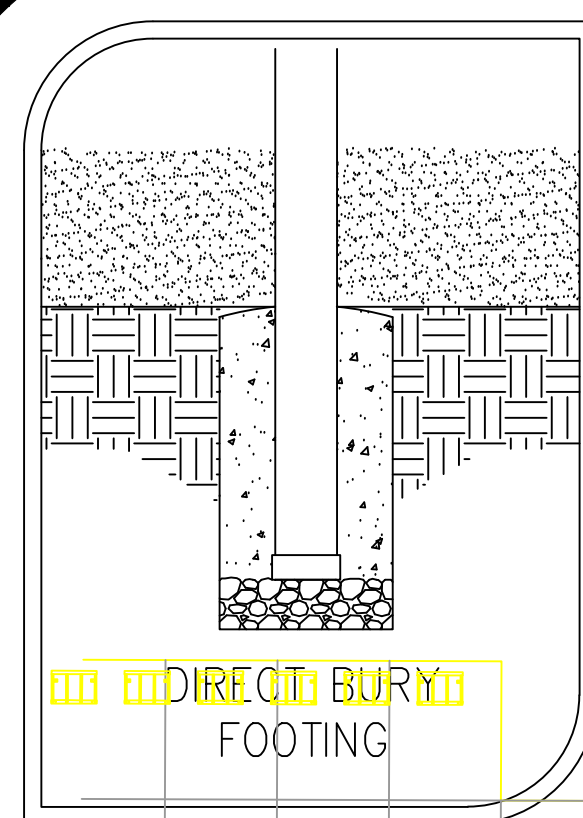
3.11 Replacements

- .1 Plant material must be replaced during the Warranty period, as required by the Consultant. Replacement of plants only at the end of the Warranty period will not be acceptable.
- .2 Plant material found dead within the Warranty period, not in a healthy, satisfactory growing condition or that do not meet the requirements of the specifications, shall be replaced by the Contractor under the Contract Warranty.
- .3 The cost of replacements resulting from theft, vandalism, carelessness or neglect on the part of others, or any cause due to circumstances beyond the control of the Contractor, shall be borne by the Owner.
- .4 All replacements shall be plants of the same size and species as originally specified and shall be supplied and planted in accordance with the Contract Documents as directed by the Consultant.
- .5 The Warranty period and Contractor's responsibilities for replacements shall be the same length as the Warranty period for the original plant material and shall extend from the date of acceptance of the replacement. Any replacement must be undertaken immediately upon notification by the Owner or as identified by the Contractor during the periodic inspections required during the Warranty period.
- .6 Tag or mark, in a permanently visible manner, all replacement trees and notify the Consultant in writing of the date on which replacements were planted. Include sketch showing location of replaced plants.
- .7 Plant replacements shall be conducted at a time which is in accordance with good horticultural practice.

END OF SECTION



D3.5 PLAY EQUIPMENT LAYOUT

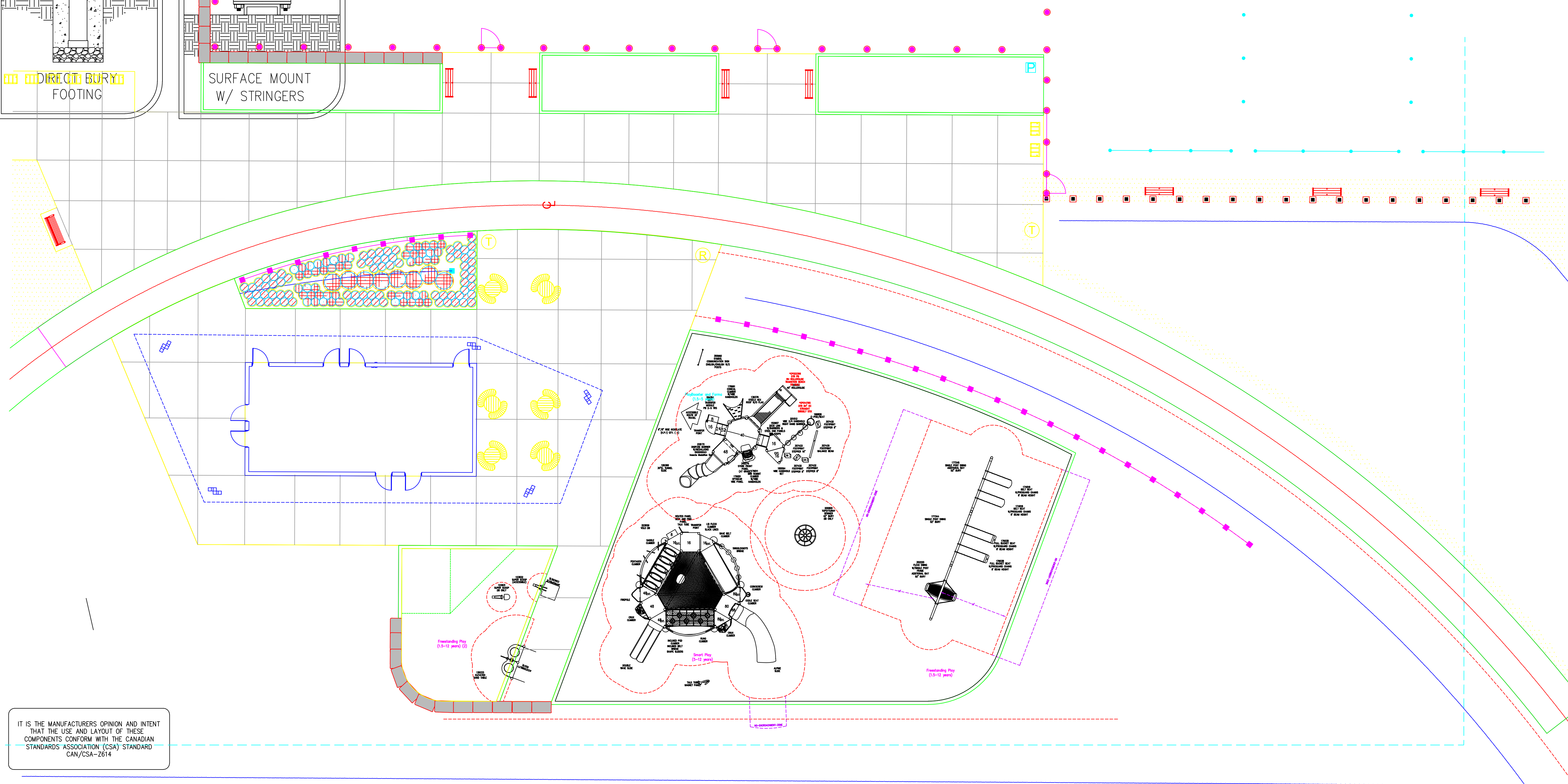


AREA: 5530sf



DIRECT BURY
FOOTING

SURFACE MOUNT
W/ STRINGERS



IT IS THE MANUFACTURERS OPINION AND INTENT THAT THE USE AND LAYOUT OF THESE COMPONENTS CONFORM WITH THE CANADIAN STANDARDS ASSOCIATION (CSA) STANDARD CAN/CSA-Z614

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE CSA Z614-14 ANNEX H STANDARD FOR ACCESSIBILITY, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

TOTAL ELEVATED PLAY COMPONENTS	REQUIRED
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	REQUIRED
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	REQUIRED
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	REQUIRED
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	REQUIRED

TOTAL ELEVATED PLAY COMPONENTS	REQUIRED
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	REQUIRED
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	REQUIRED
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	REQUIRED
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	REQUIRED

Wilson-Sheffield Park Collingwood, On

ABC RECREATION LTD.

Mike Kitchen

THIS PLAY AREA & EQUIPMENT IS
DESIGNED FOR AGES 18m-12 YEARS

THIS CONCEPTUAL PLAN WAS BASED ON
INFORMATION AVAILABLE TO US. PRIOR TO
CONSTRUCTION, DETAILED SITE INFORMATION
INCLUDING SITE DIMENSIONS, TOPOGRAPHY,
EXISTING UTILITIES, SOIL CONDITIONS, AND
DRAINAGE SOLUTIONS SHOULD BE OBTAINED,
EVALUATED, & UTILIZED IN THE FINAL DESIGN.

CHOOSE A PROTECTIVE SURFACING MATERIAL
THAT HAS A CRITICAL HEIGHT VALUE OF
AT LEAST THE HEIGHT OF THE HIGHEST
ACCESSIBLE PART/FALL HEIGHT OF THE
ADJACENT EQUIPMENT. (REF. CANADIAN
STANDARDS ASSOCIATION (CSA) STANDARD
CAN/CSA-Z614-14, SECTION 10: SURFACING.)

PLAYBOOSTER

DRAWING #:

241008B-r2

©COPYRIGHT: 04/15/2025
LANDSCAPE STRUCTURES, INC.

DESIGNED BY: SRJ

LS
**landscape
structures™**

601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6091





D3.6 GENERAL CONDITIONS OF CONTRACT



OPSS MUNI GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

SECTION GC 1.0 - INTERPRETATION

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

SECTION GC 2.0 - CONTRACT DOCUMENTS

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

SECTION GC 3.0 - ADMINISTRATION OF THE CONTRACT

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

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

SECTION GC 4.0 - OWNER'S RESPONSIBILITIES AND RIGHTS

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

SECTION GC 5.0 - MATERIAL

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

SECTION GC 6.0 - INSURANCE, PROTECTION AND DAMAGE

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

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

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

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

SECTION GC 8.0 - MEASUREMENT AND PAYMENT

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

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

SECTION GC 1.0 - INTERPRETATION

GC 1.01 Captions

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

GC 1.02 Abbreviations

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

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

GC 1.03 Gender and Singular References

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

GC 1.04 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Day means a calendar day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Monument means either a Property Monument or a Control Monument.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Provisions mean directions containing requirements specific to the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Working Day means any Day,

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

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

GC 1.05 Ontario Traffic Manual

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

GC 1.06 Final Acceptance

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

GC 1.07**Interpretation of Certain Words**

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

SECTION GC 2.0 - CONTRACT DOCUMENTS

GC 2.01 Reliance on Contract Documents

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

GC 2.02 Order of Precedence

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

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

SECTION GC 3.0 - ADMINISTRATION OF THE CONTRACT

GC 3.01 Contract Administrator's Authority

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

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

GC 3.02 Working Drawings

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

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

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

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

GC 3.04 Emergency Situations

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

GC 3.05 Layout Information

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

GC 3.06 Extension of Contract Time

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

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

GC 3.07 Delays

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

GC 3.08 Assignment of Contract

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

GC 3.09 Subcontracting by the Contractor

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

GC 3.10 Changes

GC 3.10.01 Changes in the Work

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

GC 3.10.02 Extra Work

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

GC 3.10.03 Additional Work

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

GC 3.11 Notices

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

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

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

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

GC 3.13 Claims, Negotiations, Mediation

GC 3.13.01 Continuance of the Work

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

GC 3.13.02 Record Keeping

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

GC 3.13.03 Claims Procedure

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

GC 3.13.04 Negotiations

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

GC 3.13.05 Mediation

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

GC 3.13.06 Payment

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

GC 3.13.07 Rights of Both Parties

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

GC 3.14 Arbitration

GC 3.14.01 Conditions of Arbitration

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

GC 3.14.02 Arbitration Procedure

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

GC 3.14.03 Appointment of Arbitrator

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

GC 3.14.04 Costs

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

GC 3.14.05 The Decision

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

GC 3.15 Archaeological Finds

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

SECTION GC 4.0 - OWNER'S RESPONSIBILITIES AND RIGHTS

GC 4.01 Working Area

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

GC 4.02 Approvals and Permits

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

GC 4.03 Management and Disposition of Materials

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

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

GC 4.04 Construction Affecting Railway Property

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

GC 4.05 Default by the Contractor

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

GC 4.06 Contractor's Right to Correct a Default

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

GC 4.07 Owner's Right to Correct Default

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

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

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

GC 4.09 Final Payment to Contractor

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

GC 4.10 Termination of the Contract

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

GC 4.11 Continuation of Contractor's Obligations

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

GC 4.12 Use of Performance Bond

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

GC 4.13 Payment Adjustment

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

SECTION GC 5.0 - MATERIAL

GC 5.01 Supply of Material

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

GC 5.02 Quality of Material

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

GC 5.03 Rejected Material

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

GC 5.04 Substitutions

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

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

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

GC 5.05 Owner Supplied Material

GC 5.05.01 Ordering of Excess Material

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

GC 5.05.02 Care of Material

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

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

SECTION GC 6.0 - INSURANCE, PROTECTION AND DAMAGE

GC 6.01 Protection of Work, Persons and Property

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

GC 6.02 Indemnification

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

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

GC 6.03 Contractor's Insurance

GC 6.03.01 General

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

GC 6.03.02 Commercial General Liability Insurance

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

GC 6.03.03 Automobile Liability Insurance

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

GC 6.03.04 Aircraft and Watercraft Liability Insurance

GC 6.03.04.01 Aircraft Liability Insurance

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

GC 6.03.04.02 Watercraft Liability Insurance

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

GC 6.03.05 Property and Boiler Insurance

GC 6.03.05.01 Property Insurance

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

GC 6.03.05.02 Boiler Insurance

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

GC 6.03.05.03 Use and Occupancy of the Work Prior to Completion

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

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

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

GC 6.03.05.04 Payment for Loss or Damage

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

GC 6.03.06 Contractor's Equipment Insurance

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

GC 6.03.07 Insurance Requirements and Duration

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

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

GC 6.04 Bonding

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

GC 6.05 Workplace Safety and Insurance Board

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

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

GC 7.01 General

GC 7.01.01 Site Visit

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

GC 7.01.02 Commencement of Work

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

GC 7.01.03 Control and Responsibility

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

GC 7.01.04 Compliance with the Occupational Health and Safety Act

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

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

GC 7.01.05 Contractor's Representatives

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

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

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

GC 7.01.06 Assistance to the Contract Administrator

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

GC 7.01.07 Schedule

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

GC 7.01.08 Errors and Inconsistencies Relating to the Contract

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

GC 7.01.09 Utilities

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

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

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

GC 7.02 Monuments and Layout

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

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

GC 7.03 Working Area

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

GC 7.04 Damage by Vehicles or Other Equipment

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

GC 7.05 Excess Loading of Motor Vehicles

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

GC 7.06 Maintaining Roads and Detours

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

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

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

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

c) Access for emergency response services;

to properties adjoining the Working Area.

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

GC 7.08 Approvals and Permits

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

GC 7.09 Suspension of Work

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

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

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

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

GC 7.11 Notices by the Contractor

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

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

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

GC 7.13 Obstructions

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

GC 7.14 Limitations of Operations

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

GC 7.15 Cleaning Up Before Acceptance

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

GC 7.16 Warranty

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

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

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

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

GC 7.17 Contractor's Workers

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

GC 7.18 Drainage

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

SECTION GC 8.0 - MEASUREMENT AND PAYMENT

GC 8.01 Measurement

GC 8.01.01 Quantities

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

GC 8.01.02 Variations in Tender Quantities

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

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

GC 8.02 Payment

GC 8.02.01 Non-Resident Contractor

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

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

GC 8.02.02 Price for Work

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

GC 8.02.03 Advance Payments for Material

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

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

GC 8.02.04 Certification and Payment

GC 8.02.04.01 Progress Payment

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

GC 8.02.04.02 Certification of Subcontract Completion

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

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

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

GC 8.02.04.04**Substantial Performance of Work**

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

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

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

GC 8.02.04.06 Certification of Completion

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

GC 8.02.04.07 Completion Payment and Completion Statutory Holdback Release Payment Certificates

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

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

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

GC 8.02.04.08 Interest

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

GC 8.02.04.09 Interest for Late Payment

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

GC 8.02.04.10 Interest for Negotiations and Claims

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

GC 8.02.04.11 Owner's Set-Off

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

GC 8.02.04.12 Delay in Payment

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

GC 8.02.05 Payment on a Time and Material Basis

GC 8.02.05.01 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

GC 8.02.05.02 Daily Work Records

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

GC 8.02.05.03 Payment for Work

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

GC 8.02.05.04 Payment for Labour

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

GC 8.02.05.05 Payment for Material

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

GC 8.02.05.06 Payment for Equipment

GC 8.02.05.06.01 Working Time

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

GC 8.02.05.06.02 Standby Time

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

GC 8.02.05.07 Payment for Hand Tools

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

GC 8.02.05.08 Payment for Work by Subcontractors

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

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

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

GC 8.02.05.09 Submission of Invoices

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

GC 8.02.05.10 Payment Other Than on a Time and Material Basis

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

GC 8.02.05.11 Payment Inclusions

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

GC 8.02.06 Final Acceptance Certificate

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

GC 8.02.07 Records

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

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

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

GC 8.02.08 Taxes

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

GC 8.02.09 Liquidated Damages

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