

January 2021

City of Peterborough

Unit Price Contract Supplemental General Conditions and
Standard Specifications Modification Summary



City of Peterborough
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Department: **Infrastructure and Planning Services**

January 2021 Edition

The following information is provided by the City of Peterborough to be considered part of Contracts where identified in the tender documents.

Unit Price Contract Supplemental General Conditions and Standard Specifications
Modification Summary

Please notify the contact listed below of any omissions or errors in these documents.

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Supplemental General Conditions

Amended to: 13. Observance of Laws, Statutes and Regulations

The successful Proponent shall comply with all federal, provincial and municipal laws, statutes, regulations and by-laws, relevant to this **contract**.

Added/Amended to: 19. Insurance

Contractor Insurance Requirements:

Insurance General:

- 1) Prior to commencement of the Work and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Contractor shall promptly provide the City with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Work.**
- 2) As determined by City, the Contractor may be required to provide and maintain additional insurance coverage(s) which are related to this Contract, and all costs will be borne by the Contractor.**
- 3) All policies shall apply as primary and not as excess of any insurance available to the City.**
- 4) All policies, with the exception of vehicle insurance, shall be endorsed to provide the City with not less than 30 days written notice of cancellation, change or amendment restricting coverage.**
- 5) All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario with an AM Best rating of no less than A-.**
- 6) The Contractor covenants and agrees that the insurance requirements will not be construed to and shall in no manner limit or restrict the liability of the Contractor.**
- 7) The Contractor will warrant that any subcontractors or other entities/parties used in relation to this Work will provide the same insurances as required of the Contractor.**
- 8) The Contractor will comply with any reporting requirements of the insurance policies In order to maintain the policies in good standing, to give notice in writing of any incident which may result in a claim or loss covered by the policies and to provide documentation necessary in the defense or settling of claims.**
- 9) Failure for any reason of the Contractor to furnish such insurance shall be considered as a breach of the Agreement allowing the City to terminate the**

Agreement at its discretion. Any delays resulting from the matter of the insurance and related costs associated with such delay will be borne by the Contractor without any recovery against the City.

- 10) If any claims against the Contractor, whether arising from this Agreement or not, effects any aggregate limits evidenced to the City in an amount greater than 20% of the limit requested and evidenced, whether paid or in an insurance claim reserve condition, then the Contractor must report to the City of such limits erosion. The City has the right to request the Contractor to purchase additional limits to comply with the minimum limits requested.**
- 11) By entering into a contract with the Corporation of Peterborough, the Contractor hereby consents to having the City provide insurance certificate(s) and any associated contact information to formal claimants.**
- 12) The Contractor, and not the City, shall be responsible for any and all insurance premiums and deductibles that may apply in any of the said insurance policies.**

13) Additional Insured

The following shall be listed as Additional Insured on the contractor's insurance and are subject to change from time to time:

- a. The Corporation of the City of Peterborough**
- b. Peterborough Utility Services Inc.**
- c. Peterborough Utilities Commission**
- d. Peterborough Distribution Inc. (or Hydro One when requested)**
- e. Bell Canada**
- f. Cogeco Cable Canada LP**
- g. Rogers Communications Inc.**
- h. Nexicom Telecommunications Inc.**
- i. Enbridge Gas Distribution Inc.**

a) Commercial General Liability

The Contractor shall provide and maintain, during the term of the Contract, Commercial General Liability insurance, subject to limits of not less than Five Million (\$5,000,000) inclusive per occurrence. To achieve the desired limit, umbrella or excess liability insurance may be used. The coverage shall include, but not be limited to:

- a) bodily injury including death;**
- b) damage to property including loss of use thereof;**
- c) premises and operations liability;**

- d) **products and completed operations liability**
- e) **blanket contractual liability;**
- f) **cross liability clause or severability of interest clause;**
- g) **contingent employers' liability;**
- h) **personal injury liability;**
- i) **owner's and contractor's protective coverage;**
- j) **Non-Owned Automobile Liability;**
- k) **if applicable to the construction project described in the contract; shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading;**
- l) **contain no materially restrictive language against the work;**
- m) **include a waiver of any subrogation rights which the Contractor's insurers may have against the City;**
- n) **If applicable, "Sudden and Accidental Pollution", 120 hour reporting;**
- o) **A clause stating that the Contractors insurance policy will be considered as the primary insurance and shall not call into contribution any other insurance that may be available to the City;**
- p) **For work done at the City's municipal Airport – contain no materially restrictive language against the Work and is valid on airport premises.**

Subject to the approval of the City, there shall be no aggregate limit(s) other than the Products and Completed Operations limit.

b) Automobile Liability Insurance

The Contractor shall provide and maintain, during the term of the Contract, Standard OAP 1 Automobile Policy insurance, subject to a limit not less than Five Million (\$5,000,000) on all licensed motor vehicles owned or leased by the Contractor to be used in the provision of the goods/services.

The Contractors use of automobiles is at the discretion of the Contractor and not the City. The City is not responsible for any physical loss or damage to any vehicles used by the Contractor in relation to this Work; and such damage shall not be assessed to the City in anyway.

c) Contractors Pollution Liability Insurance

The Contractor shall provide and maintain, during the term of the Contract, Contractors Pollution Liability Insurance, subject to limits of not less than Five Million (\$5,000,000) inclusive per claim, and shall include coverage for but not be limited to, bodily injury including death, property damage and remediation costs

which are reasonable and necessary to investigate, neutralize, remove, remediate, including associated monitoring, or dispose of: soil, surface water, groundwater or other contamination.

The policy shall remain in force for 24 months following completion of Work. The City shall be named as an Additional Insured.

Standard Specifications

Added/Amended to: CP200.00 Traffic Control

The lump sum price for this item shall be full compensation for the supply of all labour, equipment and materials necessary to meet the traffic management restrictions and requirements set forth in the Contract and in accordance with Section 27, 28, 29 & 30 of the Supplemental General Conditions.

Any work within 30 meters of an intersection under traffic signal control requires the presence of a Paid Duty Police Officer to direct traffic. It should be noted by the Contractor that deactivation of signalized intersections will not be permitted, therefore it is recommended by the City to provide three (3) weeks advanced notice to the City of Peterborough Police Department when coordinating works within 30m of signalized intersections.

Road Closures, One-way Traffic Reduced to a Single Lane and Detours

The Contractor is responsible to submit an Application for Temporary Road Occupancy for all road closures, one-way traffic reduced to a single lane and detours coinciding with the construction staging and contract requirements to the Contract Administrator for approval through the City of Peterborough's Traffic Department. Form 006 Traffic Control Application & Covering Letter for Engineering Projects shall be completed and appended to the front of the Application for Temporary Road Occupancy form.

The City reserves the right to replace the Application for Temporary Road Occupancy with a revised form at any point, at no additional costs to the City.

All costs associated with traffic control, lane/road closures and detours shall be the responsibility of the Contractor. In the event the Contractor requires a road closure, the Contractor shall submit a road closure application to the Contract Administrator a minimum of fifteen (15) working days in advance of the proposed road closure.

Traffic Control – Road Occupancy Permission (applies to all with the exception of road closures, reduction of traffic to a single shared lane overnight and detours).

Road occupancy will be permitted on all roadways identified in City Contract ITT-XX-21 (XX shall be interchangeable with the associated contract number of 0 – 99) for the duration of the contract, subject to the following conditions:

- 1. A Maximum allowable work zone of 250m to include all phases of operation at any time, unless otherwise approved in writing by the Contract Administrator.**
- 2. Unless otherwise approved in writing by the Contract Administrator, the Contractor shall also be responsible for completing Form 007 – Traffic Control Log and submitting to the Contract Administrator on a weekly basis. Failure to submit a completed form 007 on a weekly basis will result in payment reductions to traffic control items.**
- 3. The contractor shall permit other utility companies, contractors, and road occupancy applicants to occupy a roadway(s) at times when the contractor is not physically working within 500 meters of the requested location. The contractor is required to coordinate with all road occupancy applicants and provide email confirmation to these applicants that they may occupy the roadway on specified date, time and, duration. Failure to do so will result in payment reductions to traffic control items.**
- 4. Arterial and collector road traffic is to be maintained to provide a minimum of one-lane in each direction on two-way streets and/or two-through-lanes on one-way streets at all times during peak hours. Peak hours are from 7:00 A.M. to 9:00 A.M. and 3:30 P.M. to 6:00 P.M. A summary of arterial and collector designated roadways is available on the City of Peterborough website.
<https://www.peterborough.ca/en/city-services/resources/Documents/TR-arterial-and-collector-roads-map.pdf>**
- 5. A minimum of one lane of traffic is to be maintained at all times, failure to meet this condition will result in the closure of the work site by the Contract Administrator. Detouring of traffic and road closures is not permitted through Road Occupancy Permission.**
- 6. A Traffic Control Plan is to be prepared to reflect each stage of the operation in accordance with Ontario Traffic Manual - Book 7, to be kept at the project site and communicated to the workers. Traffic control plans kept at the project site must be location specific as per OTM Book 7. Site specific traffic plans must be readily available to show the Contract Administrator, when requested. Failure to make this available upon request will be subject to Condition 10 below.**
- 7. All signing, delineators, and traffic control personnel are to be in accordance with Ontario Traffic Manual - Book 7 and maintained to the satisfaction of the City Engineer or Contract Administrator.**
- 8. All work is to be conducted in accordance with O.Reg.213/91, Ontario Occupational Health and Safety Act and all associated regulations.**
- 9. Access to all residences and businesses must be maintained at all times unless otherwise approved by the Contract Administrator.**

10. Sufficient signs and barricades, in accordance with Ontario Traffic Manual – Book 7, are to be installed to ensure pedestrian/cyclist safety and maintain current accessibility standards for all users. Sidewalk Closed signs are to be placed at the nearest controlled crossings for any sidewalk closures, and pedestrian detours are to be provided as needed.

11. Occupancy of on-street metered parking and commercial vehicle loading zones is permitted provided: workers are present and actively engaged in work activities; and the City of Peterborough Parking Supervisor is notified a minimum of 24 hours in advance of the commencement of work (ltodd@peterborough.ca). Occupancy of Accessible parking stalls is not permitted under Road Occupancy Permission.

12. The Contract Administrator shall be permitted the authority to revoke road occupancy permission after two written notifications that the traffic control provided is being performed in an unsafe or inadequate manner as per OTM Book 7 and in accordance with all Road Occupancy Permission conditions. If the Contractor fails to address any traffic control concerns brought to their attention, the Contract Administrator may revoke the Road Occupancy Permission. If a permission is revoked due to non-conformance with respect to the conditions, a construction meeting between both parties will be required to discuss and resolve any issues prior to resuming works, and the City shall not be held responsible for any such claims associated to such.

Amended to: CP201.01 Clear and Grub

Trees identified in the contract documents for removal that are not fell and removed from site prior to **April 1st** and proceeding through to August 31st will require the organization of a recognized ornithologist to conduct a site review of the trees prior to their removal to ensure the natural ecology of various nesting animals is not disturbed. All costs and delays associated to this requirement shall be borne by the Contractor.

Added/Amended to: CP206.01 Earth Excavation, Grading and Excess Soil (Cut/Fill/Export)

OPSS.MUNI 206, April 2019, shall apply except as amended and extended herein.

The unit price bid identified in the schedule of unit prices shall be full compensation for the supply of all equipment, labour and materials necessary for excavating and filling (where required) to the grades and cross sections indicated on the contract drawings and for the disposal of all surplus and/or unsuitable materials. The unit price bid shall also be full compensation for any stockpiling and/or double handling of excavated material to be used as backfill. The Contractor is required to obtain acceptance from the Contract Administrator for their completed grades prior to placing granular material for the road structure.

Disposal shall be completed in accordance with OPSS.MUNI 180 and the Excess Soil Requirements below, including providing the Contract Administrator the necessary release documentation and shall be compensated for under this item.

The earth excavation and grading quantities represents the amount of material required for excavation (cut) and placement (fill) to meet the cross sections and required elevations. All excavation of topsoil is included in this item unless a separate topsoil stripping item is included in the contract.

All fill shall be placed and compacted in accordance with CP501.01. If constructing an embankment, then the bank shall be constructed as per OPSD 208.010.

Limits and requirements for earth excavation and grading are identified on the contract drawings. Any over excavation not previously approved or requested by the Contract Administrator may result in the deduction of payment for the associated theoretical granular quantity at the discretion of the Contract Administrator.

Subject to the approval from the Contract Administrator, the material removed from the existing subbase shall be used as trench backfill, if required.

The Contractor shall be responsible for establishing Quality Control Procedures and produce a Quality Control Plan as per CP501.01.

The Contractor is advised that this is an estimated quantity. Due to the nature of this item, payment will be based plan quantity.

Where the Contract Administrator deems the existing subgrade material is not suitable (i.e., organic materials are encountered), the Contractor may be required to over excavate the subgrade at the direction of the Contract Administrator. Compensation over and above the plan quantity will be made based on calculation completed by the Contract Administrator.

Property bars that are removed as a result of earth excavation and grading for the purpose of construction shall be replaced at the expense of the Contractor, unless otherwise approved by the Contract Administrator.

Excess Soil Requirements

O. Reg 406/19, shall apply except as amended and extended herein.

The unit price bid identified in the schedule of unit prices shall be full compensation for the supply of all equipment, coordination. labour and materials necessary to satisfy the requirements below:

The City will be responsible for all associated costs and coordination of a Qualified Person (QP) when required on the project site/area. Testing and

Sampling requirements will be determined by the City and City's retained QP. The Contractor shall have no entitlement for claims associated to testing regime changes (i.e.: more or less frequent testing, testing methods, etc), waiting for results (expected time frame 4-7 business days) and the double handling of materials (ie: dumping to stockpile and reloading for further transportation). The Contractor may request sampling and testing through the Contract Administrator only if unsuitable soils are encountered, or soil conditions are believed to have changed that were otherwise assumed to be re-used on the project site. When waiting for sampling results, the Contractor will be responsible for stockpiling of the material in a safe manner on the project site/area or in a location of their choice as approved by the City and City's retained QP.

The Contractor will be responsible for all associated costs, coordination and deliverables of a Qualified Person (QP) when required at the receiving site.

Under no circumstances shall the Contractor commence excavation operations until a list of all anticipated materials for excavation is assembled with associated estimated quantities provided and accepted by the Contract Administrator. The list provided shall be in Excel format as shown in Form 008 – Earth Excavation, Grading and Excess Soil (Cut/Fill/Export).

In the case of a vac truck taking soil off site that the contractor must provide the location of the destination for the liquid soil and confirmation that the facility has a Certificate of Authorization to receive the waste (liquid soil is a waste now). If the use of a vac truck occurs unexpectedly throughout construction, this will be required prior to any excavation being performed by use of vac truck.

Form 008 – Earth Excavation, Grading and Excess Soil (Cut/Fill/Export) shall be provided to the Contract Administrator within ten (10) business days of Award of the Contract. The City will not be responsible for delays to the commencement of excavation operations if the Contractor fails to meet this timeline in an acceptable manner. All projects will require submission of Form 008 – Earth Excavation, Grading and Excess Soil (Cut/Fill/Export). For contracts where advance testing and reporting is not provided by the City at the time of bidding the Contractor shall be made aware that testing may be conducted by the City's QP firm upon the commencement of excavation operations to determine the quality of the soil for reconfirmation by the Contractor QP for the proposed receiving site. The City shall not entertain claims for changes from assumptions made by the Contractor in Form 008 – Earth Excavation, Grading and Excess Soil (Cut/Fill/Export) because of soil quality results. Form 008 – Earth Excavation, Grading and Excess Soil (Cut/Fill/Export) shall be accompanied with documentation for each disposal and re-use site and again when any revisions are made following quality testing results.

Disposal at a site:

A Government Instrument must be provided where applicable, if the disposal site is not owned by the General Contractor, they shall also provide a statement indicating that they have confirmed that the soil material will be delivered to a site that holds Government Instrument.

Alternatively, where a Government Instrument is not available for the subject disposal site, the Contractor will require to provide a named QP and associated number with their respected association along with a statement from the receiving owner and QP that the site is adequate for receiving such type, quality and quantity of material.

Re-use site:

For re-use site, the Contractor will require to provide a named QP and credential number along with a statement from the receiving owner and QP that the site is adequate for receiving such type, quality and quantity of material.

Destination sites (i.e.: Alternate Re-use Site and Disposal Site) shall be reviewed by the City and the City's retained QP for approval. If a site is determined to be rejected the Contractor will be notified as to the reason and the Contractor will be required to choose a different site until one is successfully approved at no extra cost to the City.

Final Documentation:

If surplus soils are transported to a site in excess of the estimate quantity plus its contingent amount, the additional soil shall be specifically approved by the receiving QP, where a QP is required.

Once the Contractor determines that a receiving site will no longer have excess soil transported to it, the receiving QP shall provide all documentation to fulfill quantities received in standing with owner/QP statements previously submitted and that the quality of the soil is acceptable in standing with the O. Reg.

Final documentation shall be provided prior to Final Completion of the Contract, failure to provide records prior to Final Completion will see working days continue to accrue in addition to set-offs being applied to payment items CP206.01.

Amended to: CP310.02

**Supply/Install Hot Mix Asphalt Heavy Duty
Binder Course (Including A/C)**

The asphaltic concrete for this item shall conform to OPSS.MUNI 1150, November 2020.

Amended to: CP310.03

Supply/Install HL 8 Binder Course (Including A/C)

The asphaltic concrete for this item shall conform to **OPSS.MUNI 1150, November 2020**. The HL-8 hot mix binder course asphalt depth is as illustrated on the contract drawings. This item shall include the general requirements set forth in specification CP310.01.

Amended to: CP311.01

Supply/Install HL-3 Hot Mix Asphalt (Driveways, Walkways and Multi-Use Trails) (Including A/C)

The HL-3 hot mix asphalt shall be placed at a depth of 50mm (placed in 1 – 50 mm lift) for all walkways and driveways with a width less than 3.0m. The HL-3 surface course asphalt shall meet **OPSS.MUNI 1150, November 2020**. Driveways and driveway aprons whose smallest dimension exceeds one (1) linear metre, shall require the use of a mechanical self-propelled paver.

Amended to: CP351.02

Construct Concrete Sidewalks, Ramps, Driveways and Medians

Concrete thickness is to match that of the sidewalk as mentioned above. Sidewalk and driveways are to be separated by an expansion joint comprised of asphalt-impregnated fiberboard having a nominal thickness of 12 mm and shall be according to OPSS.MUNI 1308, Type A. Fiberboard shall be placed **at a maximum of** 4m to 5m of sidewalk and will be full thickness of Sidewalk slab.

Amended to: CP407.01

Supply/Install 600mm X 600mm Concrete Catch Basins

OPSS.MUNI 407, November 2020, shall apply except as amended and extended herein.

The unit price bid identified in the schedule of unit prices shall include full compensation for all labour, equipment and materials required to install a 600 mm by 600 mm concrete catch basin per **OPSS.MUNI 407** and as described herein. In addition, this item shall include but not necessarily be limited to all sheathing, shoring, bracing and dewatering as per OPSS.MUNI 517 and 518 that may be required to perform the work.

A leakage test shall be completed on all new storm structures in accordance with **OPSS.MUNI 407**. Contractor is required to submit in document form a table stating the structure ID and the calculated allowable leakage per structure to the Contract Administrator two (2) working days prior to testing. Actual leakage shall be recorded by the contractor and submitted once testing is complete. Contractor is to use City of Peterborough Form 001 for report.

Amended to: CP407.02

**Supply/Install 1450mm X 600mm Concrete
Twin Inlet Catch Basins**

OPSS.MUNI 407, November 2020, shall apply except as amended and extended herein.

The unit price bid identified in the schedule of unit prices shall include full compensation for all labour, equipment and materials required to install a 1450 mm by 600 mm concrete twin inlet catch basin per **OPSS.MUNI 407** and as described herein. In addition, this item shall include but not necessarily be limited to all sheathing, shoring, bracing and dewatering as per OPSS.MUNI 517 and 518 that may be required to perform the work.

A Leakage Test shall be completed on all new storm structures in accordance with **OPSS.MUNI 407**. Contractor is required to submit in document form a table stating the structure ID and the calculated allowable leakage per structure to the Contract Administrator two (2) working days prior to testing. Actual leakage shall be recorded by the contractor and submitted once testing is complete. Contractor is to use City of Peterborough Form 001 for report.

Amended to: CP407.03

Supply/Install Concrete Storm Structure

OPSS.MUNI 407, November 2020, shall apply except as amended and extended herein.

A leakage test shall be completed on all new storm structures in accordance with **OPSS.MUNI 407**. Contractor is required to submit in document form a table stating the structure ID, diameter of MH and the calculated allowable leakage per structure to the Contract Administrator two (2) working days prior to testing. Actual leakage shall be recorded by the contractor and submitted once testing is complete. Contractor is to use City of Peterborough Form 001 for report.

Amended to: CP407.04

Supply/Install Concrete Sanitary Structures

OPSS.MUNI 407, November 2020, shall apply except as amended and extended herein.

A leakage test shall be completed on all new sanitary structures in accordance with **OPSS.MUNI 407**. Contractor is required to submit in document form a table stating the structure ID, diameter of MH and the calculated allowable leakage per structure to the Contract Administrator two (2) working days prior to testing. Actual leakage shall be recorded by the contractor and submitted once testing is complete. Contractor is to use City of Peterborough Form 001 for report.

Added/Amended to: CP410.01 Supply/Install DR 35 PVC Storm Sewer

- e) Supply, place and compact (**Granular A**) bedding in accordance with OPSD 802.010 and CP501.01.

A Leakage Test shall be completed on all new storm structures in accordance with **OPSS.MUNI 407**. Contractor is required to submit in document form a table stating the structure ID, diameter of MH and the calculated allowable leakage per structure to the Contract Administrator two (2) working days prior to testing. Actual leakage shall be recorded by the contractor and submitted once testing is complete. Contractor is to use City of Peterborough Form 001 for report.

Amended to: CP410.03 Supply/Install DR 28 PVC Sanitary Service

Where services are **placed** to the property lines, leakage testing of services is required in accordance with OPSS.MUNI 410. The proposed services will extend from the proposed main to the property line, **unless replacing an existing service**.

Added to: CP410.04 Supply/Install DR 35 PVC Sanitary Sewer

e) Supply, place and compact (**Granular A**) bedding in accordance with OPSD 802.010. All granular bedding is to be compacted according to CP501.01.

Amended to: CP410.08 Supply/Install DR 28 PVC Storm Service

Where services are **placed** to the property lines, leakage testing of services is required in accordance with OPSS.MUNI 410. The proposed services will extend from the proposed main to the property line, **unless replacing an existing service**.

Added/Amended to: CP805.01 Environmental Considerations

The Contractor is advised that erosion and siltation controls, satisfactory to the City and in conformance with the “**Erosion and Sediment Control Guide for Urban Construction – TRCA 2019**”, will be required to prevent destruction of natural habitats in surrounding environment by runoff and protect the City’s adjacent storm and sanitary sewer infrastructure.

Intent of Specification

This item is to encompass all sediment, erosion and environmental controls necessary. The Contractor shall be responsible to account for all measures necessary as site operations and associated conditions change throughout the progress of construction since the methods cannot be anticipated for within the design. This item is to take account for ensuring environmental safety, addressing maintenance of existing measures, installing new measures where site conditions or construction processes are responsible for inadequate measures. Any measures suggested by MECP shall be inclusive to relieve related reported incidents.

Added to Index of Standard Drawings and Forms:

CPD M1.3 (Added)	Replacement (Removal and Reinstatement) of Curb and Gutter
Form 007 (Added)	Traffic Control Log
Form 008 (Added)	Earth Excavation, Grading, and Excess Soil (Cut/Fill/Export)