

January 2024

City of Peterborough

## **Unit Price Contract Supplemental General Conditions**

Refer to OPSS.MUNI 100 General Conditions of Contract (not attached), Latest Revision



City of Peterborough  
500 George Street North  
Peterborough, ON, K9H 3R9  
[peterborough.ca](http://peterborough.ca) | 705-742-7771

Department: **Infrastructure and Planning Services**

January 2024 Edition

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

Including:

General Conditions of Contract (not attached)  
Supplemental General Conditions

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

Blair Nelson, P.Eng.  
Director, Engineering and Capital Works  
Infrastructure and Planning Services  
Phone: 705-742-7777 Extension: 1763  
Fax: 705-876-4621  
Email: [bnelson@peterborough.ca](mailto:bnelson@peterborough.ca)





City of Peterborough  
Index of Unit Price Contract Supplemental General Conditions

1.	Conformity of Work with Plans and Specifications.....	5
2.	Contractor's Investigations .....	5
3.	Surety and Deposit .....	5
4.	Definitions.....	5
5.	Estimated Quantities .....	6
6.	Conflicts and Omissions .....	7
7.	Force Majeure .....	7
8.	Working Area.....	8
9.	Operational Constraints.....	8
10.	Right of Entry.....	9
11.	Explosives .....	9
12.	Trees and Shrubs .....	10
13.	Observance of Laws, Statutes and Regulations.....	10
14.	Commencement of Contract.....	11
15.	Losses and Damages.....	11
16.	Character and Employment of Workers.....	11
17.	Liquidated Damages.....	12
18.	Indemnification .....	13
19.	Insurance.....	13
20.	Substitutions .....	18
21.	Shop Drawings .....	18
22.	Lines and Grades .....	18
23.	Maintenance Obligations During Contract Performance.....	20
24.	Executing Repairs and Deficiency Items .....	20
25.	Testing Fees and Inspection .....	21
26.	Contract Administrator's Field Office .....	21
27.	Maintenance of all Temporary and Permanent Traffic Signal System Items .....	22
28.	Signing, Maintenance of Detours and Pavement Markings .....	23
29.	Maintenance of Traffic / Signage .....	23
30.	Maintenance of Private Accesses.....	24
31.	Connections with Existing Sewers and Appurtenances.....	25
32.	Connections with Existing Water Mains.....	25
33.	Winter Work.....	26
34.	Safety .....	26
35.	Safety Committee .....	27
36.	Record of Labor and Lost Time Injury .....	27
37.	Weighing of Materials .....	28
38.	Weigh Scales.....	28
39.	Roadway Cleanup & Haul Routes .....	29
40.	Contractor's Equipment List.....	29
41.	Incidental Items .....	29
42.	Inspector and Inspection .....	30
43.	Contingency Allowance .....	32
44.	Taxes and Duties.....	32

45.	Ontario Human Rights Code.....	32
46.	Standard Specifications .....	32
47.	Workplace Safety and Insurance Board .....	33
48.	Protection Against Royalties or Patented Inventions .....	33
49.	Underground and Aboveground Utilities and Structures.....	33
50.	Payment of Workers .....	33
51.	Language Submission .....	36
52.	Contract Administrator's Authority .....	36
53.	Payment on a Time and Material Basis .....	36
54.	Warranty .....	36
55.	Hot Mix Asphalt Price Adjustment – Based on Liquid Asphalt Price Index .....	36
56.	Garbage, Green Waste & Recycling Pick-Up .....	38
57.	<b>Operational Constraints – Material Handling</b> .....	38

## **1. Conformity of Work with Plans and Specifications**

The Contractor shall be supplied with PDF versions of all issued for construction engineering drawings as well as the pertinent contract documentation. The Contractor is required to print these PDF versions at their own discretion with the exclusion of the executed contract documents, which will be supplied by the City. Please ensure all issued for construction engineering drawings provided in PDF format are printed to the scale identified on said drawings as to avoid field errors and discrepancies.

The Contractor shall perform all work and shall furnish all materials and complete the whole of the work in strict conformance with the plans and specifications.

## **2. Contractor's Investigations**

The Contractor declares that in submitting a Tender for the work and in entering into the Contract, that it has satisfied itself and will assume the risk for the nature and location of the work; the nature of the ground conditions; the nature of subsurface materials and conditions; the character, quality and quantity of the material to be encountered; the character of the equipment and facilities needed preliminary to and during prosecution of the work; the general and local conditions and all other matters which can in any way affect the work under the Contract; and in so carrying out this examination the Contractor has assessed and will assume the risk for and has made its own estimate of the facilities and difficulties to be encountered; and has allowed for all conditions that could have a bearing on the cost of the work or the time allowed for its completion.

The Contractor declares that in submitting a Tender for the work and entering into the Contract that they did not rely on any information from the Owner or its Agents relating to the site conditions, adverse soil and natural conditions, or any adverse general or local condition.

## **3. Surety and Deposit**

Where applicable, the performance and any payment bonds or the cash or collateral deposited with the City of Peterborough in connection herewith shall be held by the City to secure the due performance and observation of the Contract and the payment of all creditors as required by the Contract.

The cash deposit made with the Tender shall be released to the Contractor when the Contract has been signed, proof of Workplace Safety and Insurance Board coverage submitted, and the performance and any payment bonds or cash collateral deposited with and approved by the City.

## **4. Definitions**

“Boulevard” - shall be that portion of the road right of way from the edge of the traveled portion of road to the right-of-way property boundary.

"Change in the Work" - means the deletion, extension, increase, decrease or alteration of lines, grades, dimensions, quantities, methods, drawings, 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.

"City" – refers to the Corporation of the City of Peterborough.

"Contract Drawings" or "Contract Plans" - means drawings or plans provided by the City of Peterborough for the Work without limiting the generality thereof may include quantity sheets, cross-sections, and standard drawings.

"Provide" - means supply labor, materials and equipment required for complete installation of the work.

"AWWA" - American Water Works Association

"CSA" - Canadian Standards Association

"MTO" - Ministry of Transportation of Ontario

"OPSD" - Ontario Provincial Standard Drawing

"OPSS" - Ontario Provincial Standard Specification

"CPSS" - City of Peterborough Standard Specification

"CPD" - City of Peterborough Standard Drawings

## **5. Estimated Quantities**

"Lump Sum Concrete Items" - Should the estimated quantities of concrete as shown in the Request for Tenders, for any specific lump sum concrete item, differ by more than 3% from the theoretical quantities as determined from the design dimensions of the structure component and where such discrepancy in quantities does not result from a change in design made in accordance with G.C.3.10 of the OPSS General Conditions, then either party to the Contract upon the written request of the other, shall as soon as reasonably possible, negotiate upward or downward, the compensation for that portion of the concrete which is in excess of or less than the estimated quantity plus or minus the 3% increase or decrease.

"Earth Excavation" - Measurement will be by Plan Quantity as may be revised by Adjusted Plan Quantity, of the volume in cubic meters.

No additional payment for work outside the scope of work identified in the Contract documents will be granted unless pre-authorized by the Contract Administrator.

## 6. Conflicts and Omissions

The Contractor shall do all work and furnish all materials in accordance with the **Industry Standard**, and in the event of any inconsistency or conflict in the provisions of the plans or specifications, such provisions shall take precedence and govern in the following order:

- a) Agreement
- b) Addenda
- c) Information for Bidders
- d) Special Provisions
- e) Tender
- f) Contract Technical Specifications
- g) Contract Plans and Detail Drawings
- h) City of Peterborough Standard Specifications and Standard Drawings
- i) Ontario Provincial Standard Specifications (MUNI - Municipal Version) and Ontario Provincial Standard Drawings
- j) Ontario Provincial Standard Specifications (COMM - Common Version) when a Municipal Version is not available
- k) Ontario Provincial Standard Specifications (PROV – Provincial Version) when a Municipal and Common Version is not available
- l) City of Peterborough Supplemental General Conditions
- m) Ontario Provincial Standards General Conditions (MUNI - Municipal Version)
- n) Ministry of Transportation of Ontario Standard Specifications and Supplemental Specifications

Neither party to the Contract shall take advantage of any apparent error or omission in the plans or specifications, but the Contract Administrator shall be permitted to make such corrections and interpretations as may be necessary for fulfillment of the intent of the plans and specifications. Any work or material not herein specified but which may be fairly implied as included in the Contract, of which the Contract Administrator shall be the judge, shall be done or furnished by the Contractor as if such work or material had been specified. **The parties acknowledge that they owe each other a duty of honest performance under the Contract.**

## 7. Force Majeure

Save and except for the payment of any monies required hereunder, neither party shall be deemed to be in default of any contract where the failure to perform or the delay in performing any obligation is due wholly or in part to a cause beyond their reasonable control, including, but not limited to, an Act of God, an act of any federal, provincial, municipal or government authority, civil commotion, strikes, lockouts and other labor disputes, fires, floods, sabotage, earthquakes, storms, epidemics and an inability to perform due to causes beyond the reasonable control of the party.



The party subject to such an event of force majeure shall promptly notify the other party of their inability to perform or of any delay in performing due to an event of force majeure and shall provide an estimate, as soon as practicable, as to when the obligation will be performed.

The time for performing the obligation shall be extended for a period equal to the time during which the party was subject to the event of force majeure.

Both parties shall explore all reasonable avenues available to avoid or resolve events of force majeure in the shortest time possible.

This requirement shall not oblige the party suffering the strike, lockout, or labor dispute to compromise their position in such dispute.

## **8. Working Area**

Section G.C.4.01 Working Area; of the OPSS General Conditions of Contract is replaced in its entirety by the following:

The City will acquire all property rights, which are deemed necessary for the construction of the Work, including temporary working easements, and will indicate the full extent of the Working Area on the Contract Drawings with the exception of staging/laydown areas.

The Contractor will be responsible to obtain approvals through private property owners and the City for staging/laydown areas. Approvals and agreements made to obtain the use of private or City properties will be at the sole expense of the Contractor. When private or City properties are utilized, the Contractor will be expected to return the disturbed area to pre-existing condition at the expense of the Contractor, unless otherwise mutually agreed upon.

These are intended to illustrate the general limits of work associated with the proposed construction. It is possible that unforeseen conditions may require modifications to the actual limits of work undertaken. In these cases, all modifications to the limits of construction are to be approved by the Contract Administrator prior to work proceeding.

If minor revisions are made to the limits of work, adjustments will be made to the payment quantities based on the units and unit costs included in the tender bid.

## **9. Operational Constraints**

- a) The Contractor's hours of work are restricted to between 7:00 a.m. and 9:00 p.m., Monday to Saturday.
- b) The hours of work on Sunday shall be 12:00 noon to 9:00 p.m., by approval of the City only.

- c) The minimum hours of work for this Contract shall be 50 hours per week (Monday to Friday). The Contractor shall coordinate and ensure the efficient operation of his own crews, Subcontractors, and material suppliers on a regular basis during these hours throughout the life of the Contract. The hours of work may be ordered increased by the Contract Administrator if deemed necessary to meet the project schedule. Any cost resulting from such increase in the hours of work shall be borne by the Contractor.
- d) No work to be carried out on statutory holidays.
- e) When approved by the Contract Administrator 72 hours in advance of the proposed work taking place outside of the permitted operational constraints hours, or as stipulated in the contract requirements, the Contractor shall provide 48 hours notice to homeowners, business owners and residents where dwellings and buildings are located within 152.5 meters (500') of the proposed work zone.

## **10. Right of Entry**

The Contractor shall cooperate with other Contractors, Utility Companies and the City of Peterborough and they shall be allowed free access to their work at all times. The Contract Administrator reserves the right to alter the method of operations on this Contract to avoid interference with other work.

## **11. Explosives**

The Contractor shall obtain approval from the City of Peterborough prior to using any explosives to complete work and shall comply with all statutes, regulations, by-laws, and orders relating to the supply, hauling, handling, use of and storing of explosives.

Before any blasting operations are carried out, the Contractor shall give 14 days notice to any department or agency of Government and to any person, partnership or corporation including a municipal corporation and any board or commission thereof affected thereby, the Contractor or Subcontractor shall ensure that the liability insurance provided for under Section 19(a) of this document shall include coverage for this work and provide a pre-blast survey report, prepared by an independent firm to the City.

In addition to any other precaution that may be necessary, the Contractor shall, immediately prior to a blast, clear the blasting area of all residents, vehicular and pedestrian traffic, and shall post a flag person on each road entering the blasting area, who shall stop all traffic and shall prevent such traffic from entering the area until the blast has taken place.

Notwithstanding any direction of the Contract Administrator in regard to explosives, drilling or methods of blasting used, the Contractor shall take all

precautions necessary to ensure that persons are not injured and that adjoining property and structures, including public utilities are not damaged. Without limiting the generality of Section G.C.7.03, of the OPSS General Conditions, the Contractor shall be responsible for all claims whatsoever arising from the hauling, handling, use of or storing of explosives and all effects direct or indirect of the blasting operation.

No payment shall be made for protective measures or for damage to persons or for damages or repairs to property, structures, or public buildings, or for any claim whatsoever arising, from blasting operations. All such costs shall be included in the unit price bid for the items requiring the blasting.

Whenever, in the opinion of the Utility Authority, standby crews are necessary during blasting operations, the Contractor shall make the necessary arrangements with the Utility Authority and the cost of such crews and equipment shall be billed to the Contractor by the Utility Authority.

## **12. Trees and Shrubs**

Except as otherwise provided for in the Contract, the Contractor during all construction operations shall protect from danger and injury all trees, shrubs, and other vegetation as designated by the Contract Administrator to be saved. All protection measures must be approved by the Contract Administrator and installed prior to the commencement of any work. The Contractor may be required to cut only certain selected trees in certain areas, leaving the rest of the trees in the indicated areas unharmed.

Any damaged tree or vegetation not designated for removal shall be repaired using sound horticultural practices or replaced at the Contractor's expense.

Protection of Trees and Shrubs (Supplemental General Conditions) - OPSS 801 (November 2019 is added to this section).

## **13. Observance of Laws, Statutes and Regulations**

The Contractor shall obtain at their expense all licenses or permits required by by-law or statutes, and regulations made there under.

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

The successful Proponent shall comply with all federal, provincial, and municipal laws, statutes, regulations, and by-laws, including without limitation, the Workplace Safety Insurance Act, the Occupational Health and Safety Act, and the Environmental Protection Act, as amended from time to time in the transportation and delivery of said goods/services.

In the event of conflict between the provisions of the above authorities, the most

stringent provisions will apply.

This Contract shall be governed and construed pursuant to laws of the Province of Ontario and the Government of Canada.

Where the provisions of the above acts, and any related regulations are applicable to the goods/services provided, all the responsibilities and obligations imposed upon the successful Proponent must be assumed by the Proponent.

**14. Commencement of Contract**

Once the Contract Administrator has issued the written order to the successful Bidder (the "Contractor") to commence work, the work shall commence on the commencement date specified therein. The work shall continue with utmost diligence and dispatch and be carried on to completion subject to any other provisions of this Contract and shall be completed and full possession thereof given to the City of Peterborough within the required number of working days; unless a longer time shall be allowed in writing by the Contract Administrator, in which case it shall be carried on to completion and possession given to the City within the additional time allowed.

**15. Losses and Damages**

Except as otherwise provided for in the contract, all loss or damage occasioned to the work or arising out of the nature of the work to be done, or from the normal action of the elements or from any reasonably foreseeable circumstance in the execution of the same, or from any normal difficulties which may be encountered in the execution of the work, having regard to the nature thereof, shall be sustained and borne by the Contractor including all material required to replace any defective or rejected work, or to restore any failure shall be all at the expense of the Contractor.

**16. Character and Employment of Workers**

The Contractor shall employ only orderly, competent, and skillful persons to do the work and shall give preference to available residents in the area of the Contract. Whenever the Contract Administrator shall inform the Contractor in writing that any worker or workers on the project are, in the opinion of the Contract Administrator, incompetent, unfaithful or disorderly, such worker or workers shall be discharged from the project and shall not again be employed on the project without the consent in writing of the Contract Administrator.

The successful Proponent shall always ensure that adequate and competent supervision is provided, if applicable, by a Competent Supervisor as defined under the Occupational Health and Safety Act (Ontario). The Supervisor shall represent and be an agent for the successful Proponent for all purposes and directions given to the Supervisor shall bind the successful Proponent.

Before undertaking a Contract with the City, the successful Proponent shall supply proof of competent personnel to implement and supervise a health and safety program, if applicable, to ensure that the City standards and the standards of the Occupational Health and Safety Act (hereafter called "legislation") shall be complied with throughout the term of the Contract.

## **17. Liquidated Damages**

It is agreed by the parties to the Contract that where all the work called for under the Contract has not progressed to 'completion' as defined in the Ontario Provincial Standards General Conditions of Contract within the number of working days or completion date as set forth in this Contract, damage will be sustained by the City of Peterborough and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by any reason of such delay and the parties hereto agree that the Contractor will pay to the City the sum as stipulated in Information for Bidders for Liquidated Damages for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed, and it is agreed that this amount is an estimate of the actual damage to the City which will accrue during the period in excess of the prescribed number of working days.

The City may deduct any amount 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 City.

The Contractor shall not be assessed with Liquidated Damages for any delay caused by Acts of God, or of the Public Enemy, Acts of the Province, of any Foreign State, Flood, Epidemics, Quarantine Restrictions, Embargoes, or delays of Subcontractors due to such causes.

If the time available for the completion of the work is increased or decreased because of an over or under run of a major item in the Contract, the Contract Administrator may increase or decrease the number of days by adding or subtracting there from. The change in the number of days shall be calculated on the average daily production of the most productive 50% of the work time shown on the Contractor's schedule divided into the difference between the actual quantity and the estimated tender quantity. This is provided that the basis of calculation may not be used where, in the opinion of the Contract Administrator, all or any of the relevant major items are carried out concurrently.

The working days stipulated in the Contract do not provide for the completion of work under Provisional Items and additional working days may be allowed by the Contract Administrator for work carried out under any Provisional item in the Contract.

The Contractor and any subcontractors hired under their direction and supervision

must mobilize as often as needed. It is expected that subcontractors are notified upon commencement of work that they shall mobilize on as frequent of a basis as required to keep the initial contract schedule submitted that is in accordance with completion timelines stipulated in the contract requirements. Subcontractor delays will not constitute sufficient cause for claim or additional working days to be allocated to the Contract.

## **18. Indemnification**

The Contractor hereby agrees to investigate, defend, indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Contractor, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Contractor's obligations under, or otherwise in connection with, the contract.

The Contractor further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special, or consequential damages, or any loss of use, revenue, or profit, by any person, entity, or organization, including, without limitation, the City, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract until the expiry of the Warranty Period.

"Indemnified Parties" means the City and the City's officials, directors, officers, agents, employees, and volunteers;

"Intellectual Property" means any intellectual, industrial, or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial, or proprietary rights protected or protectable by legislation, by common law or at equity;

## **19. Insurance**

Bidders' attention is directed to the insurance requirements below. It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine in advance of submitting a Tender the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low Bidder fails to comply strictly with the insurance requirements, that Bidder may be disqualified from award of the Contract.

It is hereby understood and agreed that the contractual conditions outlined in this agreement shall supersede and override any other contract obligations, including any F.O.B. conditions, outlined in any other vendor agreement in which the City may enter into.

Section G.C.6.03 of the OPSS General Conditions, Contractor's Insurance, shall be deleted and replaced with the following provisions:

Without restricting the generality of the section governing Contractor's responsibility for damages, the following insurance coverage is specified as a condition of this Request For Tenders:

The Contractor shall forward to the City of Peterborough, with the executed Contract documents, a Certificate of Insurance, completed in accordance with the form's stated provisions prior to the commencement of the project. This Certificate of Insurance shall evidence that the following applicable insurance is in force.

Unless otherwise specified, the term of insurance shall be from the commencement of the work until the expiry of warranty period obligations following acceptance of the work.

#### **Claims Protocol:**

**If the City is Contacted by a member of the public regarding a claim arising out of operations within the scope of work contemplated under this agreement the City shall provide notice to the Contractor as well as the Contractor's insurer.**

**The Contractor, using industry best practices, must receive the claim and complete an investigation. Notification to the City shall be provided upon completion of the investigation and response to the claimant. A copy of the response to the claimant shall be sent to [claims@peterborough.ca](mailto:claims@peterborough.ca) and copying the Contract Administrator and Project Manager.**

#### **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) Change in Coverage**

If the City requests in the bid solicitation document to have the amount of coverage provided by the policies, increased, or to obtain other special insurance for the Contract, the successful Bidder shall endeavor forthwith to obtain such increased or special insurance.

### **14) Additional Insured**

The following, subject to change from time to time, shall be listed as Additional Insured, but only with respect to liability arising out of the operations of the Named Insured.

- a. The Corporation of the City of Peterborough
- b. Peterborough Utilities Group Services Corporation
- c. Hydro One Networks Inc.
- d. Bell Canada
- e. Cogeco Cable Canada LP
- f. Rogers Communications Inc.
- g. Nexicom Telecommunications Inc.
- h. 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 with respect to the operations of the Named Insured.

## **20. Substitutions**

When an article to be supplied under this Contract is specified by its trade or other name (whether such name is followed by the phrase "or approved equal" or not), the Contractor shall be deemed to have based their price on the supply of the named article and no other.

## **21. Shop Drawings**

Prior to submission to the Contract Administrator, the Contractor shall review all shop drawings. By this review the Contractor represents that the Contractor has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data and that the Contractor has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents. The Contractor's review of each shop drawing shall be indicated by date and signature of a responsible person within the Contractor's organization.

The Contractor shall prepare a shop drawing designed and stamped by a Professional Engineer to illustrate the use of all prefabricated, hydraulic, or engineered support systems which requires submission to the Contract Administrator a minimum of five (5) working days prior to conducting trenching/excavation work. A detailed shop drawing shall be submitted for each underground service and requires a certified illustration of the following:

- Dimension between the bottom of the trench/excavation to the bottom of the support system.
- Dimension of existing ground level (adjacent to the trench/excavation) to top of trench/excavation support system.
- A general note indicating anticipated soil type.
- Sloping or benching with associated dimensions and grades, if utilized.
- Stacked support systems, if required.
- Fall protection system as per OHSA, if required.

Note that any modifications made to such trenching/excavation support systems during the course of construction will require the Contractor to provide updated shop drawings to the Contract Administrator in advance of conducting such modifications. Failure to construct underground services in accordance with the prepared shop drawing may result in stoppage of work at the discretion of the Contract Administrator, at no cost to the owner.

## **22. Lines and Grades**

### **Layout Provided by the Contractor**

The Contractor shall be responsible for the true and proper setting out of the work and for the correctness of the position, elevation, and alignment of all parts of

the work in accordance with established City procedures. Using qualified personnel and following accepted engineering practice, the Contractor shall lay out, calculate, establish, and maintain all lines and grades necessary for the construction of the work, and shall provide such information on the calculations, layout, lines, and grades as the Contract Administrator may at any time require. The Contractor shall provide horizontal and vertical control at uniform offsets, every 20 meters along all tangential sections and every 10 meters along any curvature sections of the work. For roadway construction the Contractor will provide Lines and Grades on both sides of the work being constructed.

The Contract Administrator shall provide basic horizontal and vertical control from which the location of the work may be determined. For horizontal control this shall comprise of either survey bars or ties sufficient to locate the centerline, or coordinate control points and their values sufficient to layout the work. For vertical control it shall comprise benchmarks at intervals through the work and their elevations. The Contract Administrator shall also provide templates at each station showing offsets and elevations to establish the designated grading cross-section. During the progress of the work the Contractor shall be responsible for notifying the Contract Administrator forthwith of any errors, omissions or inconsistencies in the geometric information and the controls provided by the City.

The Contractor shall give the Contract Administrator 48 hours notice of the time and place where the Horizontal and Vertical control is required for their use in setting out the work.

Additionally, the City shall provide a 2016 (or older) 2-D AutoCAD drawing to the Contractor complete with relevant design information related to the project, in order to facilitate the proper establishment of true line and grade in the field. For any and all associated digital files provided to the Contractor for layout purposes, including any revised CAD files throughout the duration of the contract, the following Disclaimer shall apply:

**Disclaimer (Transfer of Electronic Files to Third Parties):**

The accompanying files are supplied as a matter of courtesy and are in no way to be taken as appurtenant to, associated with or in placement of copies of the official documents. The data is provided “as is” without warranty of any kind, either expressed or implied. Any person(s) or organization(s) making use of or relying upon this data is responsible for confirming its accuracy and completeness. The Corporation of the City of Peterborough is not responsible for edited or reproduced versions, or any losses/damages incurred by the use of this digital data.

All bars, benchmarks and other reference points provided by the Contract

Administrator shall be located and identified by the Contract Administrator to the Contractor on the site at the start of the work, and shall be carefully preserved by the Contractor, and in the case of their movement, destruction or removal shall be replaced at the Contractor's expense.

Any work done without lines and levels, or to improperly set grade stakes or without the supervision of an inspector when an inspector is required to be in attendance by the provisions of the Contract or by the order of the Contract Administrator, shall not be paid for. Such work may, at the discretion of the Contract Administrator, be ordered for removal and replacement to ensure correct alignment and inspection of said work, at no cost to the City.

Payment for all labor, materials, and equipment for the Contractor to provide construction layout shall be deemed included in the contract items as such, no additional compensation shall be made.

### **23. Maintenance Obligations During Contract Performance**

During the course of each stage of the Contract work and during any time interval between the stages, however caused, the Contractor shall provide erosion control and be responsible for protection, maintenance, repair and rectification of all constructed surfaces, whether earth, seeded, sodded, gabion, riprap, concrete or paved, and all structures from all damage which may occur to said surfaces or structures. Road surface must be returned to 50mm (minimum) of asphalt laid by a spreader for winter over situations at the cost of the contractor unless otherwise agreed upon with the Contract Administrator.

The foregoing shall specifically include, without limiting in any respect, erosion damage and sod slippage.

### **24. Executing Repairs and Deficiency Items**

Where requested to complete a repair by the Contract Administrator, the work shall be completed in accordance with the requirements set forth in Section GC.4.06 of the General Conditions of Contract. However, if immediate repairs are deemed necessary by the Contract Administrator, the City shall notify the Contractor at the earliest possible time but shall be allowed to repair the work prior to notice and charge the cost of such work to the Contractor or deduct the cost of said repairs from any monies owing to the Contractor.

Upon reaching Substantial Performance, the Contract Administrator will assemble a list of deficiencies to be repaired and provide them in writing to the Contractor. Corrective action must be taken by the Contractor to complete repairs within 30 calendar days from the date identified on the deficiency list. Suspension of any remaining calendar days will occur if calendar days remain

by December 1 of the current construction year and the balance will resume on May 1 of the following construction year. At the end of the allowed period mentioned herein, the Contract Administrator will perform an acceptance inspection. The City shall arrange completion of any items identified on the deficiency list not complete at that time and shall be allowed to charge the cost of such work to the Contractor or deduct the cost of said repairs from any monies owing to the Contractor.

## **25. Testing Fees and Inspection**

The City shall pay the cost of providing its own inspector for the work of this Contract.

Field and laboratory testing of supplied materials including granular material, concrete and asphalt is to be completed in accordance with the associated items in the Standard Provisions, located in the latest edition of the Unit Price Supplemental Information Package.

The Contractor shall permit access to the work at all times and shall co-operate while tests are being carried out.

In the event that an excessive amount of re-testing is required because of faulty workmanship or materials on the part of the Contractor, the Owner may assess the costs of re-testing to the Contractor.

The Contractor shall pay all costs involved in carrying out infiltration and exfiltration tests on new sewers installed under this Contract. The Contractor shall pay all costs incurred to carry out pressure and leakage tests on new water mains installed under this Contract.

## **26. Contract Administrator's Field Office**

When specified in the Contract Documents (Schedule of Unit Prices), the Contractor shall supply an office for the exclusive use of the Contract Administrator. This office shall be located in the immediate vicinity of the Contract limits.

The Contract Administrator's office shall have a minimum of 7m<sup>2</sup> (180 square feet) of floor area, with a clear ceiling height of not less than 2.3m (7'6"), weatherproof, insulated walls and roof and a tight wooden floor raised at least 0.3 m clear of the ground. The office shall be fitted with a minimum of two windows, both of which can be opened and are fitted with screens. The door shall have a reliable lock, all keys for which shall be in the care of the Contract Administrator. The Contractor shall supply electric light, air conditioning and heat when required, to the Contractor Administrator's satisfaction and shall furnish the office with a minimum

of one desk, one drafting table, two chairs, two drafting stools, one filing cabinet and a broom.

Where the Contractor elects to supply a combination office for the use of the Contractor Administrator and his own staff, the minimum requirements for the Contractor Administrator's accommodations as outlined, shall be met. In addition, separate outside access for each office shall be provided and the Contractor Administrator's office shall be partitioned off from that of the Contractor, on the inside. Any inside connecting door between the two offices shall be fitted with a lock or closer on the Contract Administrator's side.

The field office and other facilities shall be provided at the site within 14 days of the Date of Notification to Commence Work or on the date of the Contractor's actual commencement of work, whichever date occurs first, and shall remain on site, if the Contract Administrator so required for a period of up to two months after the completed work is accepted by the City.

The Contractor shall supply and maintain at the Contractor's cost, a toilet, or privy and wash facilities in accordance with the Occupational Health and Safety Act for construction projects, for use by the Contract Administrator's staff and the Contractor's employees.

## **27. Maintenance of all Temporary and Permanent Traffic Signal System Items**

During regular working hours of operation, the Contractor is responsible to respond to notification of malfunctioning traffic signal equipment installed as part of the construction contract. The Contractor shall dispatch (within one hour of receiving notification) qualified workers to repair and replace all defective equipment associated with installation of temporary or permanent traffic signal systems during time of construction and the 2-year warranty period. Regular hours of operation are between 8:30 am and 4:30 pm Monday to Friday excluding Statutory Holidays.

Outside of regular working hours of operation, the City's Traffic Signal Maintenance Contractor (TSMC) will respond to notification of malfunctioning traffic signal system equipment. Crews will be dispatched to troubleshoot and perform necessary repairs to keep systems running in a safe manner and to prevent disruption to traffic. If possible, the City's TSMC will make temporary repair and the Contractor will be notified on the next normal business day to mobilize and make permanent repair in accordance with contract specifications. The Contractor shall be responsible for all costs associated with the repair of traffic signal systems outside of regular working hours.

In the event that the traffic signal system equipment is damaged as the result of a vehicle collision and it was due to no fault of the Contractor, the City will

reimburse the Contractor all reasonable costs for the repair of the traffic signal system.

**28. Signing, Maintenance of Detours and Pavement Markings**

The responsibility for detour signing and maintenance of detours for the work in this Contract will be assumed completely by the Contractor.

The Contractor will be required to make the project's work schedule known and provide 48 hours notice to the City of Peterborough's Traffic Division for any requests regarding the installation of detour signage, pavement markings and traffic sign replacement.

All roads under construction which have been closed to through traffic should not be opened without prior notification to and approval from the City of Peterborough's Traffic Division.

**29. Maintenance of Traffic / Signage**

**Construction Signage**

The Contractor shall, without additional compensation, be responsible on a daily basis for the safe detouring and maintenance of traffic within the Contract limits. There will be no separate payment for the cost of supplying, installing, and maintaining all delineators, flashers, signs, barricades, fencing, flag persons, etc. as required for this Contract. All delineators, flashers, and signs must be properly maintained, secured by sandbags and shall be in accordance with the Ontario Traffic Manual, Book 7, Temporary Conditions, latest revision published by the Ontario Ministry of Transportation.

Any signs deemed unacceptable to the City of Peterborough shall be replaced within 12 hours of written notification by the City of Peterborough. Should such signs not be replaced within 12 hours of written notification, the signs will be replaced by the City of Peterborough and the costs to undertake this work will be deducted from the Contractor's payment.

**Pedestrian Traffic**

Safe and convenient facilities for pedestrian traffic through areas under construction are to be provided and maintained by the Contractor, at the Contractor's cost, to the satisfaction of the Contract Administrator.

**Traffic Control / Staging**



All proposed Road Closures must be submitted to the Contract Administrator for approval. Proposed Road Closures with a duration of less than 30 days must be submitted a minimum of 14 days prior to the road closure. Any request for a road closure may or may not be approved and will be subject to certain conditions.

Where the City deems necessary a traffic control / staging plan will be supplied by the City that must be adhered to during construction. Any modifications to the plan must be approved by the City's Traffic Department through the Contract Administrator.

Should construction operations require traffic control within signalized intersections, the Contractor shall be required to schedule, at their expense, a pay duty police officer to control traffic. A minimum of 72 hours notice is required to the City of Peterborough traffic department to ensure the lights are placed on flash for the duration of work. At no time shall the Contractor obstruct or direct traffic within an active signalized intersection.

### **Traffic Signage**

The Contractor is responsible for the removal, salvage, storage, and replacement (in their original locations) of all signs and signposts that interfere with the installation of the proposed facilities. During construction, the Contractor shall either:

- a) store the signs and posts in a safe and secure manner or;
- b) re-install the signs as necessary for the safety of the public, e.g., stop signs.

The Contractor will be responsible for any signs, and signposts that are damaged or misplaced. No additional payment shall be made for this work.

Signs placed within concrete or asphalt are to be placed as per CP 4000.00 using a sign sleeve. Sleeves are to be installed using Unistrut Telespar or substitute as approved by the Contract Administrator. Care shall be taken to ensure debris does not enter the sleeves by plugging the opening with a PVC plug.

### **30. Maintenance of Private Accesses**

Access to private property and adjacent streets must be maintained at all times unless otherwise noted in the Contract.

The Contractor must cooperate with abutting property owners, businesses, and

residents, and make known their schedule on a regular basis, but no less than 48 hours in advance where disruption to an existing access may be anticipated.

Ramping from the roadway to each driveway or access shall consist of Granular 'A' material and shall not exceed 5:1 (H:V). Temporary gravel for access ramping shall be paid for under the Granular 'A' item in the Schedule of Unit Prices. Removal of temporary ramping will not be paid separately. Where possible granular material is to be salvaged for re use as granular road base, etc.

**The Contractor shall request utilization of Form 010 – Driveway Access Disruption Notice (C – Unit Price Contract Standard Specifications) from the Contract Administrator, as required. The City may deny the use of driveway disruptions when it deems that the work can be carried out without affecting driveways or when it is unnecessary to affect driveways. Form 010 shall be reviewed and approved by the Contract Administrator prior to distribution to residents. If the disruption is anticipated to exceed the initial disruption window within the initial notice, the Contractor shall re-issue a subsequent notice 48 hours prior to initial notice expiring, once approved by the Contract Administrator. By no means does an extension of the initial disruption window, provide approval from the City to extend the disruption beyond the initial disruption window notice. This is simply a means to notify the affected residents.**

**The Contractor is responsible for distribution of this form to residents.**

### **31. Connections with Existing Sewers and Appurtenances**

The Contractor shall construct all connections to join the work of this Contract to existing services. Unless otherwise provided in the Schedule of Unit Prices, no additional payment shall be made for connections. In the case of existing manholes, the connection shall be deemed to include all manhole reconstruction and re-benching. All salvageable materials shall become the property of the City.

When a connection is to be made, the Contractor shall expose the end of the existing service for inspection by the Contract Administrator. No claim by the Contractor shall be allowed for any delays due to changes in design, which may be required due to the revealed conditions. All connections are to be watertight.

### **32. Connections with Existing Water Mains**

The Contractor shall connect new work to existing mains in the manner specified by the Peterborough Utilities Commission.

If it is necessary to interrupt service, the Contractor shall be responsible for

obtaining required permissions, issuing notices, and providing temporary alternatives prior to any interruption or disturbance of existing services. Any damage, whether accidental or intentional, or temporary removal, shifting or replacement of existing services or structures shall be made good by the Contractor without cost to the City of Peterborough under the direction of and to the complete satisfaction of the Contract Administrator and to the Peterborough Utilities Commission. The Peterborough Utilities Commission may at its option, undertake any such work, in which case the costs shall be paid by the Contractor.

All valves on the existing system will be operated by municipal water operations personnel only.

### **33. Winter Work**

Where the completion for the construction of underground services and appurtenances which is undertaken by the Contractor in this Contract, makes necessary the performance of all or any part of the Contract work under winter conditions, then, excepting as specifically otherwise provided in the Contract, the Contractor shall do all things necessary for the performance and protection of such winter work without additional compensation or claim therefore.

The Contractor shall, for winter work, be permitted to work intermittently to their own schedule, provided however, that the completion is not prejudiced thereby.

### **34. Safety**

The Contractor agrees to be the constructor for the purposes of the Occupational Health and Safety Act.

The Contractor shall comply with all conditions and regulations of the Occupational Health and Safety Act, R.S.O. 1990, and the regulations enacted there under for construction projects and amendments thereto, any other Federal or Provincial Statute or Local By-Law concerning safety or any other phase of his work on this Contract.

The Contractor agrees to indemnify and save harmless the City from any and all costs, claims, demands, suits, actions, and judgments made, brought or recovered against the City resulting from any negligent act and/or error or omission by the Contractor, its officers, agents, employees, or volunteers in connection with this Agreement including any loss resulting from any violation under the Occupational Health and Safety Act, together with defence costs.

Prior to the commencement of the work, the Contractor shall obtain a Ministry of Labor project notice and shall provide a copy of the notice to the City of Peterborough.

The Contractor will be responsible to take all necessary steps to protect personnel (workers, visitors, general public, etc.) and property, from any harm during the course of the Contract.

All Contractors shall, abide by the current rules and regulations of the Occupational Health and Safety Act. Only personnel familiar with and abiding by the Occupational Health and Safety Act will be permitted on site. The Contractor will be responsible to remove from the site any persons not observing or complying with the safety requirements of the Occupational Health and Safety Act.

The City will monitor construction activity with respect to safety requirements, and that safety records are properly kept and maintained. Continued disregard for safety standards will result in the City taking appropriate action.

The Contractor will report to the City, and jurisdictional authorities, any accident or incident involving Contractor, City, or public; personnel and/or property, arising from the Contractors execution of the work.

The Contractor will include all provisions of this Contract in any agreement with Subcontractors and hold all Subcontractors equally responsible for safe work performance.

If the Contractor is responsible for a delay in the progress of the work due to an infraction of legislated or Contractor health and safety requirements, the Contractor will, without additional cost to the City, work such overtime, acquire and use for the execution of the work, such additional labor and equipment as to be necessary, in the opinion of the City's representative to avoid delay in the final completion of the work or any operations thereof.

**35. Safety Committee**

Where it is anticipated that more than twenty (20) workers, including the Contractor's (Subcontractors) Supervisory Staff, will be on the construction site for a period of three months or more, the Contractor shall establish a safety committee for the project.

The role of the Safety Committee shall be in accordance with the requirements of the Occupational Health and Safety Act.

**36. Record of Labor and Lost Time Injury**

The Contractor shall prepare a record of person hours, including hours of the Subcontractor's staff, per month for the project. As well, a record of lost time injuries per month shall be prepared. These records shall be forwarded to the

Contract Administrator for the City of Peterborough upon request.

### **37. Weighing of Materials**

The Contractor shall not carry passengers in any vehicle, owned, rented, or belonging to a Subcontractor or supplier while working on the jobsite or transporting materials to and from the site.

Weight Measurements shall be made by a weigh person supplied by the Contractor.

The City will accept the Contractor's properly completed weight tickets for determining the quantity of weighed material delivered to the construction site. These tickets must be signed by the City's inspector on the jobsite for the acceptance of material at the time that the material is placed.

The Contract Administrator may carry out periodic checks of the net weight shown on the weigh tickets by re-weighing loaded vehicles and re-establishing tare weights. If, for any reason, any checked net weight is lighter by 130 kg or more, all weigh tickets issued since the previous acceptable check for all City Contracts originating from the same source will be reduced by the actual difference in weight as determined by the Contract Administrator.

If, after such circumstances, the City continues to accept the Contractor's weight tickets on the construction site, payment will be made for such subsequent deliveries of material for the actual quantity shown on the weigh tickets provided future weigh checks are acceptable. If future weight checks are deemed unacceptable, all weigh tickets issued since the previous check will again be adjusted as noted above.

### **38. Weigh Scales**

The Contractor is advised that the use of metric weigh scales designed to measure in tonnes or Imperial weigh scales designed to measure in tons is acceptable. The quantities of all weighed materials must be recorded in the units of the scale and then the summaries of the total daily weights converted, if necessary, to the appropriate system for payment purposes.

A conversion of:

1 t (tonne) = 1.102 tons and

1 ton = 0.907 t (tonnes)

Will be used to convert quantities for payment purposes.

**39. Roadway Cleanup & Haul Routes**

Only arterial and collector roadways shall be used as designated haul routes, unless written request is received by the City from the Contractor, and written approval has been granted by the Contract Administrator for the use of local roadways as haul routes.

From time to time during the progress of this Contract, the Contractor may be required to clean haul routes, which may have become unacceptably covered in dirt and/or debris as a result of Contract operations. It shall be the sole responsibility of the Contractor to maintain existing streets affected by the operations, and no additional payment shall be made for such work. The cost of this work shall be included in the Unit Prices bid for the various phases of the work. Furthermore, action to clean such streets shall be taken immediately upon instruction to do so by the Contract Administrator. Otherwise, the City will arrange cleaning and the cost will be deducted on the subsequent Progress Payment Certificate.

**40. Contractor's Equipment List**

The Contractor must supply the City with a complete list of all equipment to be used on this Contract before any construction by the Contractor has commenced.

This list must include the size, ratings, and hourly rate for each piece of equipment to be used on this Contract.

**41. Incidental Items**

The following is a partial list of items the cost of which is to be included in the Unit Prices of the Tender unless specifically included as a separate tender item. No additional payment will be made for the following:

- a) Cost of bonds and insurance.
- b) Cost of permits and fees.
- c) Cost of providing and maintaining barriers, signs and lights as required for the safe and proper movement of pedestrians within the immediate project limits.
- d) Cost of protecting existing utilities.

- e) Cost of equipment and labor required to maintain existing roads and streets used by the Contractor as a haul routes, if and when the Contract Administrator directs that the Contractor's operations were the direct cause of damage and/or dirtying of streets.
- f) Cost of coordination with utility companies and other Contractors working in the area.
- g) Cost of obtaining permits for moving heavy vehicles, loads, objects, or structures.

#### **42. Inspector and Inspection**

All work to be done under the Contract shall be done to the satisfaction of the Contract Administrator or of an agent or inspector authorized to act for the Contract Administrator. The Inspector is required by the Contract Administrator to see that the provisions of the Contract are faithfully adhered to, especially in regard to the quality of the workmanship and materials and may stop the work entirely if there is not a sufficient quantity of suitable and approved material on the site to carry out the work properly or for any good and sufficient reason. In particular, but without limiting the powers of the Inspector, orders given by the Inspector relating to the quality of material or workmanship or in respect of safety or public convenience must at once be obeyed by the Contractor. The Inspector shall have the power to suspend any worker for incompetence, drunkenness, negligence or disregard of orders and the Contractor shall ensure that any worker so suspended is forthwith removed from the site.

Materials and equipment and the process of preparation or manufacture of materials or equipment shall at all times be subject to inspection, testing and rejection at any stage by the Contract Administrator or the Contract Administrator's agent. The Contract Administrator will give the Contractor reasonable notice of the materials and equipment in respect of which the Contract Administrator proposes to have inspection or testing carried out during the process of preparation or manufacture, save that in the case of materials or equipment specifically stated in the Contract as required to be tested or inspected by or in the presence of the Contract Administrator, the Contract Administrator shall not be obliged to give such notice.

The Contractor shall notify the Contract Administrator in writing at least seven days previous to the commencement of preparation or manufacture of each item of such materials or equipment of the time and place at which such preparation or manufacture is to commence in order that the Contract Administrator may be present.

Notwithstanding compliance by the Contractor with the foregoing paragraph

hereof, if any materials or equipment prepared or manufactured away from the site of the works and required by the Contract or by the Contract Administrator to be inspected or tested by or in the presence of the Contract Administrator at the place of preparation or manufacture become ready for delivery to the site of the works but have not been inspected or tested as required, the Contractor shall so notify the Contract Administrator in writing and shall not have such materials or equipment delivered to the site of the works until authorized to do so in writing by the Contract Administrator.

In any event, no materials or equipment required by the Contract or by the Contract Administrator to be inspected or tested by or in the presence of the Contract Administrator shall be incorporated into the work until the required inspection or testing has been carried out to the satisfaction of the Contract Administrator.

The Contractor shall provide and shall ensure that all Subcontractors and those carrying out the process of preparation or manufacture shall provide, every reasonable facility and cooperation to assist the Contract Administrator or Inspector or others designated by the Contract or by the Contract Administrator in carrying out inspection and testing.

The Contractor shall not backfill or otherwise cover up any work without either having it inspected and passed by the Inspector or first notifying the Inspector in a manner approved or as directed by the Contract Administrator that the work is ready to be covered up and allowing the Inspector reasonable notice and opportunity for carrying out an inspection. Any work covered up other than in accordance with the foregoing shall, if ordered by the Inspector or the Contract Administrator, be uncovered or opened up for inspection and the Contractor shall, as directed by and to the satisfaction of the Inspector or the Contract Administrator, make good again all openings, excavations and disturbances of any property, real or personal, resulting there from, all at the Contractor's expense.

No approval by an Inspector or by the Contract Administrator or failure of an Inspector or the Contract Administrator to carry out an inspection shall relieve the Contractor of any obligations under the Contract or shall be interpreted as being an acceptance of defective or improper work or material which must in every case be removed and replaced properly or otherwise rectified in a satisfactory manner whenever discovered at any time.

If, in addition to the inspection provided for above, the Contractor is required by the Contract, by law, by local by-law or by the Contract Administrator to have any part of the works inspected by others, the Contractor shall give the Contract Administrator and the others concerned reasonable notice of the time and date proposed for the additional inspection.



#### **43. Contingency Allowance**

The Contract price includes the contingency allowance, if any stated in the Contract documents. The Contract Administrator shall authorize expenditures under the contingency allowance. The contingency allowance will be used to pay for unforeseen Contract work, which may or may not arise during the course of construction.

#### **44. Taxes and Duties**

The Contractor shall pay government sales taxes, customs duties, excise taxes and Harmonized Sales Tax (HST) with respect to the Contract and in its Tender shall have taken into account all current legislation respecting such taxes and duties as well as any upcoming changes in taxes and duties which have been approved by legislation and made known at the time of tender and that will affect the Contract.

If such taxes or duties are increased or decreased or other changes are made in the legislation that affect the amount payable after the award of the Tender the following will apply:

- a) In the case of a reduction in the amount payable, the Contractor shall make any required application to the Government Agency concerned for a reduction or rebate and allow the full amount of the reduction or rebate received as a credit to the City.
- b) In the case of an increase, the Contractor shall apply to the Government Agency concerned for exemption from the increase and shall be entitled to reimbursement from the City only if the application is refused.

The Contractor shall include provisions for all appropriate Provincial Sales Tax in his bid price.

#### **45. Ontario Human Rights Code**

The Contractor agrees to abide by the provisions of the Ontario Human Rights Code, latest edition, in carrying out the works in this Contract.

#### **46. Standard Specifications**

Reference to published standard specifications shall be the edition current at the time of the closing tenders.

**47. Workplace Safety and Insurance Board**

The Contractor will be required to furnish a letter from the Workplace Safety and Insurance Board indicating that the Contractor has complied with the requirements of the Workplace Safety and Insurance Board and is in good standing on the books of the Board after the Tender closing, but before the signing of the Contract.

**48. Protection Against Royalties or Patented Inventions**

The Contractor shall indemnify and save harmless the City 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 work done or material furnished by the Contractor under the Contract.

**49. Underground and Aboveground Utilities and Structures**

The position of all pole lines, conduits, water mains, sewers and other underground and aboveground utilities and structures may not necessarily be shown on the Contract Drawings, and, where shown, the accuracy of the position of such utilities and structures is not guaranteed. Before submitting a Tender, the Bidder shall investigate the exact locations of such utilities and structures and shall be liable for damages to them as a result of any act or omission, whether or not the result of negligence, by those for whom the Contractor is responsible. Unless otherwise specified, the Contractor shall temporarily support or relocate such utilities and structures, or temporarily remove them, and restore them, to the satisfaction of the Owners of the utilities and structures.

Consideration of the above investigation work should be included when preparing the Tender.

Permanent relocation of underground or overhead utilities will be performed and paid for by others, if necessitated by coincidence of lines or grades, or both. The Contractor shall be responsible for scheduling permanent relocations of utilities with the Contract Work.

**50. Payment of Workers**

The Contractor shall, in addition to any fringe benefits, pay the workers employed by him on the work in accordance with the Labour Conditions set out in this Contract and at intervals of not less than twice a month or in accordance with the Labour Conditions in any Corporation By-law, whichever is the more frequent.

Where any person employed by the Contractor or any Subcontractor or other person on work contemplated by this Contract is paid less than the amount

required to be paid under this Contract, the Corporation may deduct from any monies payable to the Contractor under this or any other Contract and pay to such person a sum sufficient to bring that person's wages up to the amount required to be paid under this Contract.

By-law Number 1963-102 (of the Corporation of the City of Peterborough as amended).

- a) The Contractor shall pay all non-skilled workmen employed by him at the site of the work a wage which shall be the higher of either the Ministry of Labour's Fair Wage Scale for Roads and Structures or the Temporary Labourers Rate set forth in the collective bargaining agreement presently in effect between general Contractors in the City of Peterborough and Local #504 of the Canadian Union of Public Employees (Excerpt attached herein).
- b) In the event the Contractor assigned the performance of any of his obligations at the site of the work to a Subcontractor, then any such assignment of work to a Subcontractor shall contain a provision obligating the Subcontractor to abide by the provisions of the preceding paragraph with respect to non-skilled workmen employed by him at the site of work.
- c) The Contractor shall not be entitled to payment of any money, which may become due under this Contract until he files a statement with the Corporation to the effect that the provisions of the two preceding paragraphs have been complied with.

**City of Peterborough - C.U.P.E. Local 504 Wage Schedule**

**Environmental Protection Division Wage Schedule**

<b>Job Class</b>	<b>January 1 to December 31, 2023 Rate</b>
WWTP Temporary Operator	\$21.02
WWTP Operator in Training (Apprentice)	\$26.27
WWTP Operator 1	\$30.27
WWTP Operator 2	\$31.49
WWTP Operator 3	\$32.75
WWTP Operator 4	\$35.00

WWTP Plant Maintenance 1	\$31.49
WWTP Plant Maintenance 2	\$33.60
WWTP Plant Maintenance 3*	\$35.00
WWTP Licensed Electrician	\$35.00
Environmental Protection Foreman 2	\$37.73

**Public Works Division Wage Schedule**

<b>Job Class</b>	<b>January 1 to December 31, 2023 Rate</b>
PW Temporary Labour	\$21.02
PW Operator 1	\$25.14
PW Operator 2	\$26.11
PW Operator 3	\$27.09
PW Operator 4	\$28.07
PW Operator 5	\$28.55
PW Operator 6	\$29.03
PW Arborist 1	\$27.50
PW Arborist 2	\$28.14
PW Arborist 3	\$28.59
PW Arborist 4	\$29.06
PW Arborist 5	\$29.35
Temporary Solid Waste Collection	PW Operator 1 plus \$1.00
Solid Waste Collection One-Man	Applicable PW Operator plus \$1.00
Solid Waste Collection Two-Man	Applicable PW Operator plus \$1.00
PW Temporary/Seasonal Foreman 1	\$32.67
PW Permanent Foreman 2	\$36.18

**51. Language Submission**

All submissions of correspondence, shop drawings, test results, support documentation, operating and maintenance manuals etc., if submitted in another language shall be accompanied by an English version.

**52. Contract Administrator's Authority**

Section 3.01.07 Contract Administrator's Authority; of the OPSS General Conditions of Contract is replaced in its entirety by the following:

(G.C.3.01.07) The Contract Administrator will prepare Change Directives and Change Orders for the Contractor's signature and the City's approval.

**53. Payment on a Time and Material Basis**

Section GC 8.02.05.01 Definitions, .01 Cost of Labor; of the OPSS General Conditions of Contract is replaced in its entirety by the following:

Cost of Labor: means the amount of wages, salary, Payroll Burden paid or incurred directly by the Contractor to or in respect of labor and supervision actively and necessarily engaged on the Work based on the recorded time and hourly rates of pay for such labor and supervision, but shall not include any payment or costs incurred for general supervision, administration of 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.

**54. Warranty**

GC 7.16(.02) shall be deleted in its entirety and replaced with the following:

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 24 months from the date of Completion of the Work, as set out in the Certificate of Completion of the Work. Without exception, the Certificate of Completion will not be issued until "Completion" has been met as defined in the Ontario Provincial Standards General Conditions of Contract.

**55. Hot Mix Asphalt Price Adjustment – Based on Liquid Asphalt Price Index**

The City will adjust the payment to the Contractor based on changes to the

Ministry of Transportation's performance graded asphalt cement price index unless the Contractors opt out by notifying the City in writing within five business days of the award of the Contract. Once the Contractor has opted out of payment adjustments based on the index, the Contractor will not be permitted to opt back in. The price index will be published monthly in the MTO Contract Bulletin and displayed on the [OHMPA website](http://ohmpa.org) [ohmpa.org] and [MTO website](http://raqs.mto.gov.on.ca) [raqs.mto.gov.on.ca]. The price index will be used to calculate the amount of the payment adjustment per tonne of new asphalt cement accepted into the work.

The price index will be based on the price, excluding taxes, FOB the depots in the Toronto area, of asphalt cement grade PG 64-34 or equivalent. One index will be used to establish and calculate the payment adjustment for all grades.

The price index for each month will reflect the average of that same month's prices and will be published on the last day of the month.

A payment adjustment per tonne of new asphalt cement will be established for each month in which paving occurs when the price index in effect at time of paving differs by more than \$15.00/tonne from the price index in effect when the Tender was opened. When the price index differential is less than \$15.00/tonne, there will be no payment adjustment for that month. Payment adjustments due to changes in the price index are independent of any other payment adjustments made to the hot mix tender items.

The payment adjustment per tonne will apply to the quantity of new asphalt cement in the hot mix accepted into the Work during the month for which it is established. The payment adjustment for the month will be calculated by the following means:

**a) When AC Prices are Rising by more than a \$15.00/tonne difference:**

The payment adjustment to be paid to the Contractor is the result of subtracting the price index in effect when the Tender was opened from the price index in effect when paving took place, minus the \$15.00 float, multiplied by the number of tonnes of PGAC incorporated in the mix(s) as determined by the job mix formula. If the answer is negative, no adjustment is made.

**b) When AC Prices are Falling by more than \$15.00/tonne difference:**

The payment adjustment made in favour of the Owner is the result of subtracting the price index in effect when paving took place, plus \$15.00, from the price index in effect when the Tender was opened multiplied by the number of tonnes of PGAC incorporated in the mix(s) as determined by the job mix formula.

The quantity of new asphalt cement includes all grades of asphalt cement supplied by the Contractor with and without polymer modifiers. For each month in which a payment adjustment has been established, the quantity will be calculated using the hot mix quantity accepted into the Work and its corresponding asphalt cement content as required by the job mix formula except for mixes which contain reclaimed asphalt pavement.

For mixes which contain reclaimed asphalt pavement, the quantity of new asphalt cement will be determined from the difference between the asphalt cement content required by the job mix formula and the asphalt cement content of the reclaimed asphalt pavement incorporated into the hot mix, as calculated by the Contract Administrator.

“Price Index in Effect” means the published price index available at the time of the event. (i.e., If tender opening is to occur in April, the March index will be the price index in effect at tender opening. If paving occurs in July, the June index will be the price index in effect at time of paving.)

Where the asphalt item is paid for on a square metre basis rather than per tonne a theoretical tonnage of new asphalt placed will be calculated for the purpose of determining the liquid AC payment adjustment. The theoretical tonnage of new asphalt placed will be calculated as follows:

Field measured asphalt area (square metres) x specified compacted asphalt depth (metres) x Bulk Relative Density (B.R.D.) from the job mix formula (tonnes/m).

#### **56. Garbage, Green Waste & Recycling Pick-Up**

The Contractor shall be responsible for coordinating with the appropriate personnel regarding garbage, green waste, and recycling pick-up to ensure that these City services are not interrupted within site limits for the duration of project works. A City map for garbage/recycling collection routes and their schedule may be provided by the Contract Administrator at the preconstruction meeting. In the instance where road closures are permitted, the Contractor must provide 5 working days notice through the Contract Administrator when requesting to change the location of garbage/recycling pick-up. Resident containers shall be marked by the contractor on the underside of containers only.

#### **57. Operational Constraints – Material Handling**

**The Contractor shall be responsible for obtaining written approval from the City to have Clear Stone and/or any unapproved/provisional granular and/or soil material prior to stockpiling such material(s) on-site. Once**

**written approval is provided, the Contractor shall be permitted to stockpile up to a maximum of 4 triaxle trucks (approximately 80 tonnes) on-site at any given time.**

**The Contractor will not be compensated for operations/infrastructure that is installed when stockpiling more than the maximum allowable material on-site or installing any unapproved/provisional granular and/or soil material without prior written approval from the Contract Administrator. The City shall not be held responsible for, including but not limited to; losses due to non-payment, damages incurred by the Contractor, costs, timelines, delays, claims, etc.**