

THE CORPORATION OF
THE TOWN OF PELHAM
REPLACEMENT OF CULVERT NO. 00011
CENTRE STREET NORTH
E.O. 81414 SEPTEMBER 1981

PROCTOR & REDFERN LIMITED

75 Eglinton Avenue East
Toronto, Ontario
M4P 1H3

110 James Street
St. Catharines, Ontario
L2R 7E8

GKS/JHRV

PROCTOR & REDFERN LIMITED
TENDERER'S CHECK LIST

Before submitting your tender, check the following points:

1. Has your tender been signed, sealed and witnessed? ☐
2. Have you enclosed the Tender Deposit, i.e. certified cheque or bid bond? (whichever is required by the Contract Documents) ☐
3. Have you enclosed the Agreement to Bond, signed and sealed by your proposed Surety? ☐
4. Have you completed all schedules and prices in the Form of Tender? ☐
5. Have you indicated and included the Contingency Allowance in the Form of Tender? (if you are required to do so) ☐
6. Have you indicated the number of addenda included in the tender price? ☐
7. Have you shown the time for completion of the work? (if applicable) ☐
8. Have you listed your Sub-Contractors? (if applicable) ☐
9. Have you listed your Experience in Similar Work? (if applicable) ☐
10. Have you listed your Senior Staff? (if applicable) ☐
11. Have you listed the Tenderer's Plant? (if applicable) ☐
12. Are the documents complete? ☐

Note: Items 13 and 14 are for Ministry of Transportation and Communication projects only.

13. Have you completed the Qualification Rating and forwarded to the Ministry of Transportation and Communications? (if applicable) ☐
14. Have you enclosed the Form of Tender stamped "For Tendering Purposes Only" (if applicable) ☐

Note: 1. Your tender will be informal and may be disqualified if ANY of the foregoing points (if applicable) have not been complied with.

MAKE SURE THAT YOU SEAL THE TENDER IN AN ENVELOPE AND MARK THEREON THE CONTRACT NAME AND E.O. NUMBER.

Proctor & Redfern Limited
Form CD-30 - February 1973

LIST OF CONTRACT DOCUMENTS

The following shall form the Contract Documents -

	Paper Colour	Pages
Addenda Numbered <u>0</u> to <u>0</u>	Green	
Tenderer's Check List	Red	1
List of Contract Documents	Pink	1
Tendering Information	Blue	3
Form of Tender	Yellow	4
Agreement	White	1
Agreement to Bond	White	1
List of Sub-Contractors (Form CD-3)	White	1
Tenderer's Experience in Similar Work (Form CD-4)	White	1
Tenderer's Senior Staff (Form CD-5)	White	1
Tenderer's Plant (Form CD-6)	White	1
Schedule of Equivalents (Form CD-7)	White	1
MOL Roads and Structures Fair Wage Schedule	Pink	1
General Conditions of Contract (Form M-100)	White	22
Supplementary General Conditions	Blue	14
Special Provisions	Pink	3

The following Standards are part of, but not bound in with, these Specifications and reference should be made to the MTC Specifications Manual, latest revision.

Standard Specifications

200 (Sept 78)	314 (Sept 78)	501 (Sept 78)	502 (Dec 77)
510 (Apr 76)	511 (Apr 76)	527 (Apr 81)	528 (Apr 81)
540 (Sept 78)	552 (Nov 76)	570 (Apr 76)	902 (Sept 78)
904 (Jan 81)	905 (Jan 79)	919 (Jan 81)	1000 (Apr 79)
1002 (Apr 79)	1010 (Jan 80)	1301 (Jan 78)	1302 (Jun 79)
1303 (Nov 79)	1350 (Jan 81)	1440 (Jan 79)	1442 (Jan 81)
1443 (Mar 80)			

and such as referred to in the above.

List of Drawings

- B-81414 - P1- Rev.0 General Plan
- B1- Rev.0 General Arrangement
- B2- Rev.0 Reinforcing Details

Standard Drawings

MTC DD-908-A-Rev.1 - Steel Beam Guide Rail Assembly detail	
DD-909-A-Rev.1 - "	Rail Detail
DD-911-A-Rev.1 - "	Installation Detail
DD-4020 -Rev.0 - "	Steel Base
P&R E STD-11-12-Rev. 1 -	Standard Weep Hole Detail

Bar List

Bar lists are part of, but not bound in with, these Specifications and may be obtained from the Consulting Engineer in Toronto upon request.

SECTION 00100 - TENDERING INFORMATION

TI.01 DELIVERY AND OPENING OF TENDERS

- A. Sealed tenders, marked with the name of the project, will be received by -
The Town of Pelham
Mr. M.M. Hackett
Clerk, Town of Pelham
43 South Pelham St.
Fonthill, Ont
L0S 1E0
up to 3 o'clock, local time -
September 17, 1981
- B. The tenders will be opened publicly as soon after the closing time as possible.
- C. Tenders shall be completed on the detachable Form of Tender included in the Contract Documents.

TI.02 DISCREPANCIES

- A. If a Tenderer finds discrepancies in, or omissions from the Contract Documents, or if he is in doubt as to their meaning, he shall notify the Engineer, who may issue a written addendum. Neither the Owner nor the Engineer will make oral interpretations of the meaning of the Contract Documents.
- B. Should the Tenderer not agree that the materials and methods specified, or designed on the Drawings, will provide an installation to meet the requirements of the project, he shall notify the Engineer in writing, stating his reason for objection and may submit a suggested alternative. In such an event, the Engineer may choose to issue an addendum.
- C. Addenda issued during the tendering period shall be allowed for by the Tenderer.

TI.03 EXAMINATION OF SITE

- A. The Tenderer shall visit the site of the Work before submitting his tender and shall by personal examination satisfy himself as to the local conditions that may be encountered during construction of the Work. He shall make his own estimate of the facilities and difficulties that may be encountered and the nature of the subsurface materials and conditions.
- B. He shall not claim at any time after submission of his tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

TI.04 SALES TAX

- A. The Tenderer shall include or exclude sales tax in accordance with current sales tax legislation taking into account any changes that have been made known by the Government and that will occur during the life of the Contract.

TI.04 SALES TAX (Cont'd)

- B. If sales taxes are increased or decreased, or other amendments are made in the legislation, during the course of the Contract, that alter tax amounts carried in the Contract price, an adjustment will be made accordingly.
- C. The Contractor shall keep records and invoices of accounts subject to Federal and Provincial Sales Tax for the purpose of establishing taxes paid and for substantiation in the event of changes to the tax legislation during the course of the Contract.
- D. The Tenderer shall contact the Sales Tax authorities and determine what the applicable taxes are and the procedures for tax exemption and/or refunding and include related administrative costs in the tender.

TI.05 PROOF OF ABILITY

- A. The Tenderer shall be competent and capable of performing the various items of Work. The Tenderer shall complete the following statement sheets, which shall form a part of the Contract Documents -
 - 1. Tenderer's Experience on Similar Work (CD-4) with list of specific examples completed within the last 5 yrs., with appropriate references
 - 2. Sub-contractor's Experience in Similar Work (CD-4a)
 - 3. Tenderer's Senior Staff to be employed (CD-5)
 - 4. Tenderer's Plant to be used (CD-6)
- B. The Tenderer may be required to furnish additional statements covering other matters, including financial resources.

TI.06 TENDER DEPOSIT

- A. The tender shall be accompanied either by a tender deposit or by a Bid Bond.

Tender deposit shall be a Certified Cheque payable to the Owner in the amount of \$5,000.00.

Bid Bond shall be in an amount equal to \$5,000.00 and shall be on C.C.A. Document (S)20.

The Tenderer shall keep his tender open for acceptance for 60 days after the closing date. Withdrawal during this period will result in forfeiture or enforcement of the tender deposit or Bid Bond.

Upon being notified that his tender has been accepted, the Contractor shall execute copies of the Agreement, supply bonds and insurance documents as specified, and start Work as specified.

Failure to execute the copies of the agreement, or to supply bonds and insurance documents, within 2 weeks of the date of acceptance of the tender, or to start Work as specified, will automatically mean the forfeiture or enforcement of the tender deposit or Bid Bond.

Tender deposits of unsuccessful Tenderers will be returned not later than 2 weeks following Contract award.

The tender deposit of the successful Tenderer will be returned with the first progress certificate.

TI.07 AGREEMENT TO BOND

- A. Every tender shall be accompanied by an 'Agreement to Bond' in the form attached, and shall be completed by a surety company lawfully doing business in the Province.

TI.08 SUB-CONTRACTORS

- A. The Tenderer shall submit with his tender the names and addresses of Sub-contractors he proposes to use and the value for the subtrades listed in Form CD-3 'List of Sub-contractors'.

TI.09 ACCEPTANCE OF TENDERS

- A. The lowest or any tender need not necessarily be accepted by the Owner.

TI.10 EQUIVALENTS

- A. When an article is specified by its trade or other name (whether such name is followed by the phrase 'or approved equal' or not), the Tenderer shall base his tender price on the supply of the named article and no other.

The Tenderer may submit with his tender suggested equivalents to those articles specified by trade or other names. Such submissions shall be made on Form CD-7 attached and shall show the name of the article specified, the name and description of the suggested equivalent, and the total revision to the tender price that would result if the equivalent were accepted.

TI.11 TEST BORINGS

- A. Test borings have been made at the site of the Work and a copy of the report is available for viewing at the Engineer's office.
- B. The borings were made to determine the character of the subsoil for design purposes. No responsibility is assumed for the accuracy or completeness of the information so presented.
- C. Tenderers shall make such additional examination of the soil as they may feel necessary to satisfy themselves as to the conditions that may be encountered.

TI.12 ROAD CLOSINGS

- A. Centre Street North may be closed at the project location during construction subject to the requirements set out in the Supplementary General Conditions clause 106-2.

FORM OF TENDER

FT.01 TENDER PRICE

1. Offer by - Name - Stephens and Rankin Inc.

Address - 112 Dunkirk Road, P.O. Box 1116, St. Catharines,
Ontario.

Date - September 17th, 1981

2. To The Corporation of the Town of Pelham.

- A. We, the undersigned, having examined the site of the Work, having carefully investigated the conditions pertaining to the Work and having secured all the information necessary to enable us to submit a bona fide tender, and having inspected all the Contract Documents, hereby agree to enter into a contract and to perform all the Work in a good and Workmanlike manner in accordance with the Contract Documents to the satisfaction of the Engineer for the total tender price of

Ninety-Two Thousand, Nine
Hundred and Thirty-Four - 00/00 dollars (\$ 92,934.00)

FT.02 CONTINGENCIES AND ALLOWANCES

- A. We agree that the tender price includes the contingency sum of \$5,000.00 and that no part of this sum shall be expended without the written direction of the Engineer, and any part not so expended shall be deducted from the tender price.

FT.03 QUANTITIES

- A. The tender price is compiled from the Schedule Of Tender Prices included hereinafter. The quantities in the schedule being approximate, we agree that the final valuation will be made on the basis of actual quantities measured during and on completion of the Work at the prices in the schedule.

FT.04 ADDITIONS AND DEDUCTIONS

- A. We agree that the valuation of additions to, and deductions from, the Contract shall be made as follows -
1. The prices in the Schedule of Tender Prices shall apply where appropriate.
 2. If the prices in subsections 1 and 2 are not appropriate, valuation will be made by one of the following methods -
 - (A) The Engineer may ask the Contractor for a quotation for the proposed Work.
 - (B) If the quotation referred to in (A) above is not accepted by the Engineer, the actual cost of the Work will be determined in accordance with the General Conditions, Supplementary Conditions and Project Specifications.
 3. Whenever extra Work is being performed under subsection 3(B) above, we agree to submit daily reports in writing, indicating the total chargeable costs incurred, for the day. Valuation of the extra Work being so performed will be made only on the basis of the approved daily reports.

FT.05 ADDENDA

- A. We agree that we have received addenda Ø to Ø inclusive, and the tender price includes the provisions set out in such addenda.

FT.06 COMPLETION

- A. Provided the Contract is awarded not later than October 5, 1981, we agree to commence work as specified, to proceed continuously to the completion and to complete all work by December 14, 1981.

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FT.07 SCHEDULE OF TENDER PRICES

- A. The Schedule is referred to in Clause FT.03 and FT.04.
- B. Where in the Form of Tender under the column headed Spec. No., a number is shown, such number shall be taken to mean and refer to the "MTC Standard Specification" of similar number.
- C. Where in the Form of Tender under the column headed Spec. No., the initials "SP" appear, such initials shall be taken to mean and refer to the "Special Provisions".

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	200 510 SP	Removal of Existing Structure		"LUMP SUM"		\$ 10,000.00
2	902 SP	Excavation for Structure (Earth & Rock)		"LUMP SUM"		\$ 3,000.00
3	905	Reinforcing Steel	t	11.	\$ 1,000.00	\$ 11,000.00
4	905	Coated Reinforcing Steel	t	3.	\$ 1,800.00	\$ 5,400.00
5	904	Concrete in Culvert (30 MPa)		"LUMP SUM"		\$ 27,500.00
6	904	Concrete in Retaining Walls incl. Footings		"LUMP SUM"		\$ 12,150.00
7	314	Granular "A"	t	300.	\$ 6.50	\$ 1,950.00
8	902	Granular "B" or "C" Backfill to Structure	t	1500.	\$ 6.00	\$ 9,000.00
9	511 SP	Random Rip-Rap	m ³	35.	\$ 30.00	\$ 1,050.00
10	552 SP	Steel Beam Guide Rail	m	100.	\$ 60.00	\$ 6,000.00
11	540	Highway Fence	m	50.	\$ 10.00	\$ 500.00
12	570	Supplying & Placing Top Soil (imported)	m ³	32.	\$ 12.00	\$ 384.00
13		Contingency* Allowance		Allow \$5,000.00	\$1.00	\$5,000.00
				Total Tender Price		\$ 92,934.00

* See FT.02

OFFERED ON BEHALF
OF THE CONTRACTOR

x ER

SIGNATURE

CONTRACTOR'S SEAL

SIGNATURE

Stephens and Rankin Inc.

COMPANY NAME

P.O. Box 1116
112 Dunkirk Road
St. Catharines, Ontario L2R 7A3

ADDRESS

pwu fallan

WITNESS

Oct 15/81

DATE

Proctor & Redfern Limited
Project E.O. 81414

THE CORPORATION OF
THE TOWN OF PELHAM
REPLACEMENT OF CULVERT NO. 00011
CENTRE STREET NORTH

AGREEMENT

The agreement made in triplicate this 9th day of Oct. , 19 81 ,
between

Stephens and Rankin Inc. hereinafter called "The Contractor"

AND

The Corporation of the Town of Pelham, hereinafter called "The Owner".

WITNESSETH, that the Contractor agrees with the Owner to perform all the work in accordance with the Contract Documents referred to in the tender of the Contractor dated the 17th day of Sept. 19 81 (which shall be deemed to form part of this Contract) to the satisfaction of the Engineer for the total contract price of \$ 92,934. which Contract Documents are attached hereto and which are hereby expressly made part of this Contract.

The Owner hereby agrees with the Contractor, that in consideration of the work being performed by the Contractor as specified, the Owner shall pay the Contractor for said work in accordance with the provisions set out in the attached Contract Documents.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first written above.

EXECUTION BY OWNER -

Name Town of Pelham

Officers

E. S. Bergensten
MAYOR

Murray Hurlbutt

CLERK

Date Nov 3, 1981

Seal

EXECUTION BY CONTRACTOR

Company Name Stephens and Rankin Inc.

Signatures

J R

Witness

W. W. Wallau

Date

NOV - 5 1981

Seal

AGREEMENT TO BOND

Date19 . . .

Project E.O. 81414

Gentlemen

RE: THE CORPORATION OF THE TOWN OF PELHAM

Replacement of Culvert No. 00011
Centre Street North, Town of Pelham

In consideration of the Owner accepting the tender of and executing an Agreement with
(hereafter referred to as "the Tenderer") for the Replacement of Culvert No. 00011 Centre Street North, Town of Pelham, Ontario subject to the express condition that the Owner receive the Performance Bond and the Payment Bond in accordance with the said tender, we the undersigned hereby agree with the Owner to become bound to the Owner as surety for the Tenderer in a performance bond and a payment bond each in an amount equal to 100% of the tender price, in the standard forms of the Canadian Construction Association and in accordance with the said tender, and we agree to furnish the Owner with the said bonds within 7 days after notification of the acceptance of the said tender and execution of the said Agreement by the Owner has been mailed to us.

Yours very truly

NOTE: This Agreement must be executed on behalf of the surety company by its authorized officers under the company seal.

+ Enter name and address of the surety company at the top of the page.

LIST OF SUB-CONTRACTORS

SUB-TRADE	NAME OF SUB-CONTRACTOR	ADDRESS OF SUB-CONTRACTOR	VALUE OF SUB-CONTRACT
Grading and Excavations	Own forces		
Concrete Supply	C.B.M. or Premier Concrete		
Reinforcing	Salit Steel		
<p><u>Note to Tenderer</u> - Refer to Articles 3 of the General Conditions and TI.08 of Tendering Information. - Names and addresses must be filled in and submit- ted with the tender. If a sub-contractor is not to be used for any work listed then show "by own forces."</p>			

Proctor & Redfern Limited
Consulting Engineers
November, 1977

TENDERER'S EXPERIENCE IN SIMILAR WORK

YEAR COMPLETED	DESCRIPTION OF CONTRACT	FOR WHOM WORK PERFORMED	NAME OF CONSULTANT ENGINEER	VALUE
1980	Eastchester Storm Drainage System	City of St. Cath- arines	Smith - Ip Eng- ineering.	\$393,481.
Note to Tenderer - Refer to article TI.05 of Tendering Information				

Proctor & Redfern Limited
Consulting Engineers
November, 1977
E.O. 81414 - Tender's Experience in Similar Work

TENDERER'S SENIOR STAFF

NAME	APPOINTMENT	QUALIFICATIONS AND EXPERIENCE
<u>Office</u> T.A. Rankin	General Manager	P.Eng.
<u>Field</u> A. Priadis PARADIS	Job Superintendent	20 Years

Proctor & Redfern Limited
Consulting Engineers
November, 1977

TENDERER'S PLANT

The Tenderer shall list the plant, machinery and equipment he proposes to use on the work.

PLANT OWNED:

See below

PLANT TO BE RENTED OR LEASED:

All equipment owned by D.L. Stephens Contracting Niagara Limited is available.

PLANT TO BE PURCHASED:

Nil

SCHEDULE OF EQUIVALENTS

SPECIFIED ARTICLE	NAME OF SUBMITTED EQUIVALENT	CATALOGUE NO. ETC. OF SUBMITTED EQUIVALENT	PROPOSED PRICE REVISION

Proctor & Redfern Limited
Consulting Engineers
November, 1977

E.Q. 81414 - Schedule of Equivalents



MINISTRY OF TRANSPORTATION AND COMMUNICATIONS - CONTRACT NO.

MINISTRY OF LABOUR - FILE NO.

ROAD BUILDING SECTION

CLASSIFICATION	RATE PER HOUR	
	Apr.15/81	Oct.1/81
Licensed Operators	\$ 8.70	\$ 8.95
Licensed Mechanics and Welders, Class "A"	8.10	8.35
Equipment and Maintenance Operators, Group "A"	8.00	8.25
Equipment and Maintenance Operators, Group "B"	7.55	7.80
Skilled Labourers	7.20	7.45
Truck Drivers - Tow Tractor Operators - Rollermen (Grade)	7.05	7.30
Labourers	6.85	7.10
Flagperson	5.60	5.85
Watchperson	5.60	5.85
Students (see Special Provisions, section 9 for Definition)	5.60	5.60

STRUCTURE SECTION

Carpenters, Form Builders	8.70	8.95
Rodmen, Concrete Finishers, Painters	7.90	8.15
Structure Labour Operations	6.95	7.20
Structural Trainees	7.05	7.30

CLASSIFICATION DEFINITIONS:

LICENSED OPERATORS: Includes Shovel, Clam, Gradall, Backhoe, Dragline, Piledriver, Operator.

EQUIPMENT AND MAINTENANCE OPERATORS, GROUP "A": Includes Mechanic and Welder, Class "B", Rollerman - Asphalt, Burnerman, Powderman, Boiler Engineer (with papers). Float Driver (over 25 tons), Concrete Paver (over 1 cu.yd.), Bulldozer (75 Drawbar H.P. and over), Grader, Class "A" (Finished Grading), Front End Loader (1½ yds. and over), Scraper, Crusher, Asphalt Spreader Operator.

EQUIPMENT AND MAINTENANCE OPERATORS, GROUP "B": Includes Boiler Fireman, Mixerman, Float Driver (25 tons and under), Front End Loader (under 1½ yds.) Grader, Class "B" (Gravel and other Grading), Farm and Industrial Tractor with Power Attachments, Driller (Air Track), Bulldozer (under 75 Drawbar H.P.) Operator.

SKILLED LABOURERS: Includes Air Tool Operator, Asphalt Raker, Form Setter, Pipe Layer, Screedman.

STRUCTURE LABOUR OPERATIONS: Includes Labourers on Structures.

STRUCTURAL TRAINEE - Means an Employee who is enrolled in the Ontario Road Builder's Association Pilot Training Programme.

**GENERAL CONDITIONS
OF
CONTRACT**

SECTION 101

INTERPRETATION

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SECTION 102

**CONTRACTOR'S INVESTIGATIONS, SURETY
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SECTION 101

INTERPRETATION

- 101-1 "Contract" — means the agreement, covering the performance of the work, including the supply of any and all work, labour, implements and materials that could reasonably be required properly and satisfactorily to complete the work to be performed and also includes the plans, specifications, contract bond and any written supplementary agreements that may be made in order to ensure the completion of the work in an acceptable manner.
- 101-2 "Contractor" — means the person, partnership or company undertaking the execution of the work under the terms of the Contract.
- 101-3 "Corporation" — means the municipal corporation entering into the Contract with the Contractor.
- 101-4 "Engineer" — means an engineer of the Corporation or such person designated in writing as the Engineer by the Corporation.
- 101-5 "Inspector" — means any person, partnership or company that the Engineer may appoint for the purpose of assisting in the supervision and inspection of the work and the materials to be used in the work.
- 101-6 "Major Item" — means any individually bid Tender item that has an actual value, calculated on the basis of its actual or estimated tender quantity, whichever is the larger, and its tender unit price, equal to or greater than 5% of the total tender value, calculated on the basis of the total of all the estimated tender quantities and the tender unit prices.
- 101-7 "Plans" or "Drawings" — The terms plans and drawings are used interchangeably and mean any contract plans or contract drawings or any approved working plans or approved working drawings or any reproductions of plans and drawings pertaining to the work.
- "Contract Plans" or "Contract Drawings" — means plans or drawings provided by the Corporation for the work.
- "Working Plans" or "Working Drawings" — means any plans or drawings prepared by the Contractor and approved by the Engineer for the execution of the work.
- 101-8 "Specifications" — means all written or printed descriptions or instructions pertaining to the method and manner of performing the work, or to the quantities and qualities of the materials to be furnished and works to be carried out under the Contract, and includes the Tender, General Conditions, Standard Specifications, Supplemental Specifications and Special Provisions, together with all written agreements, made or to be made pertaining to the method or manner of performing the work, or to the quantities or qualities of materials to be furnished and works to be carried out under the Contract.
- 101-9 "Standard Specifications" — means the requirements and stipulations of standard practice by the Corporation for the control of work.
- 101-10 "Supplemental Specifications" — means the specifications, supplemental to the general conditions and standard specifications.
- 101-11 "Special Provisions" — means special directions containing requirements peculiar to the work not adequately provided for by the general conditions, standard or supplemental specifications.
- 101-12 "Subcontractor" — means a person, partnership or company undertaking the execution of a part of the work by virtue of an agreement between himself and the Contractor, and who has independent control over, and who is paid either by a lump sum or by stated unit prices for the work to be done under such agreement.
- 101-13 "Work" — means the work undertaken by the Contractor pursuant to the provisions of the Contract.
- 101-14 The words "approval", "directed", "required", "considered necessary", "authorized", "acceptable", "satisfactory", or words of like import shall mean approval of, directed, required, considered necessary or authorized by and acceptable or satisfactory to the Engineer.

SECTION 103

SCOPE OF WORK

103-1 Estimated Quantities

The estimated quantities set forth in the tender are approximate only. If the quantity of work to be done and material to be furnished exceeds or is less than the estimated quantity, the Contractor shall proceed with the work and payment will be made for the actual amount of work done and material furnished at the unit prices set forth in the contract except as provided below.

- (a) In the case of a major item where the quantity of work done or material furnished exceeds the tender amount by more than 20 percent and where with such over-run the unit cost of the work done or material furnished is higher or lower than the tender price, then upon the written request of either party to the contract, negotiations shall be carried out as soon as reasonably possible to determine the revised unit price. Adjustments of compensation shall be applied only to the final quantity less 120 percent of the tender quantity. The revised unit price shall be based on the actual cost plus a reasonable allowance for profit and applicable overhead.
- (b) In the case of a major item where the quantity of work done or material furnished is less than the tender quantity by more than 20%, then upon the written request of the Contractor, consideration shall be given for an allowance to compensate for the Contractor's losses in fixed costs. If the Corporation considers that compensation is justified it will be at a rate equal to 10% of the tender unit price on the amount of the under-run in excess of 20% of the tender quantity.
- (c) "Lump Sum Concrete Items" — Should the estimated quantities of concrete as shown in the tendering information, 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 sub-section 103-2 of Form M-100, 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.

103-2 Changes and Alterations

The Corporation may, by order in writing, at any time before or after the commencement of the work, delete, extend, increase, decrease, vary, or otherwise alter the work to be done or material to be furnished or any part thereof. If the character of the work to be done or material to be furnished is actually changed from that on which the Contractor based his bid, by reason of such written order of the Engineer or by reason of incorrect written information supplied by the Corporation, and if the change increases or decreases the cost of the work to be done or material to be furnished, the Contractor shall proceed with the work to be done and upon the written request of either party to the contract, negotiations shall, as soon as reasonably possible, be carried out to determine the amount of compensation to be paid, provided that if such change in character relates solely to quantities, it shall be dealt with under Sub-Section 103-1 and not otherwise.

103-3 Extra Work

Where the Engineer directs or otherwise authorizes the Contractor in writing to undertake work in addition to that provided for in the contract and for which the Engineer and the Contractor agree that there is no applicable tender item, the Contractor shall proceed with the work and such work shall be considered extra work and shall be paid for as negotiated.

Where it is impractical to negotiate a price or where agreement cannot be reached on a price for approved extra work, payment for such work may be made on a time and material basis as provided in subsection 108-4.

SECTION 104

CONTROL OF THE WORK

104-1 Engineer's Authority

The Engineer may supervise and direct all work to the extent of ensuring the fulfillment of the contract and the completion of the work in accordance with the plans and specifications. He shall determine the quantities of the several kinds of work which are to be paid for under contract, and determine all questions relating to the said work and the construction thereof. The Engineer shall in all cases decide every question which may arise relative to the performance of the contract, and his estimate and findings shall be final. He shall, within a reasonable time, render a decision on all claims by the Contractor and all questions which may arise relative to the performance of the work, or the interpretation of the contract. The Contractor shall at all times and at his own expense furnish all reasonable aid and assistance required by the Engineer or any Inspector for the proper inspection and examination of the work or any part thereof. The Contractor shall, at his own expense, furnish samples for testing when required and shall furnish all reasonable facilities for the inspection of material and workmanship. The Contractor shall obey the directions and instructions of any Inspector and they shall be made in writing at the request of the Contractor.

Notwithstanding any inspection that the Corporation might carry out, the failure of the Engineer or the Inspector to condemn or object to any defective work or material shall not constitute a waiver of any specification or the approval or acceptance of such defective work or material and except as otherwise provided herein the Contractor shall be and remain liable for such defective work or material and any loss, costs, charges or expenses in connection therewith.

104-2 Claims and Negotiations

Where the Contractor wishes to submit a claim or to request a negotiation, the Contractor shall give notice on the form prescribed by the Engineer within 7 days of the date of commencement of that specific portion of the tender item or other work out of which the claim or request for negotiation arises. The Contractor shall submit claims not later than 30 days after the date of his receipt of the final detailed statement for the entire work, identifying the item or items in respect of which the claim arises

the grounds upon which the claim is made, and the records maintained by the Contractor under Subsection 108-8 which support such claim. The Corporation may require the Contractor to submit such further and other particulars as the Corporation might require to assess the claim and the Contractor shall submit the information within 30 days therefore.

104-3 Right of the Engineer to Modify Methods and Equipment

The Contractor shall make such alterations in his method, equipment and working forces as the Engineer in writing directs if at any time the method or equipment or working forces are found by the Engineer to be unsafe or inadequate to ensure the protection, safety or quality of the work or to ensure a rate of progress sufficient in the opinion of the Engineer to complete the work within the time limited therefore under the contract, but notwithstanding the foregoing, the onus is on the Contractor to ensure that such required safety protection, progress and quality of the work are maintained.

104-4 Plans and Working Drawings

When the nature of the work so requires, the Corporation will provide the Contractor with plans showing the details of the construction required. Working drawings showing shop details, erection diagrams, falsework, formwork and such other details as may be required for the work and which are not shown on the drawings furnished by the Corporation shall be provided by the Contractor in as many copies as required.

Work related to the working drawings shall not proceed until such drawings have been approved by the Engineer. Approval by the Engineer shall not relieve the Contractor from any responsibility for the adequacy or soundness of such working drawings or for the work they represent.

104-5 Deviation from Plans

The Contractor shall not deviate from the contract plans, specifications and approved working drawings without the consent in writing of the Engineer.

104.11 Condition of Site

The Contractor during the progress of the work shall keep the site and work in as tidy a condition as practicable. He shall not deposit any material on any portion of street, sidewalk, boulevard, or other Corporation or public property, without permission of the Engineer, and shall remove same without delay when and as directed by the Engineer.

Unless all surplus material, or plant, rubbish, false work, etc. is removed from time to

time, when and as directed, the Engineer will proceed to do whatever is necessary to restore the site, street, sidewalk, boulevard, or other Corporation or public property, to a tidy condition, and charge the cost thereof against the Contractor. Whenever and wherever any work is closed, suspended or stopped for the winter, all material of every description must be gathered up from off the streets, foot-walks, and boulevards, and removed therefrom, provided always there shall be no stoppage of work without the approval in writing of the Engineer.

SECTION 106

LEGAL RELATIONS AND RESPONSIBILITY

106-1 Contractor's Responsibility for Damages

The Contractor, his agents and all workmen and persons employed by him or under his control, including Sub-Contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work, and the Contractor shall be solely responsible for all damages by whomsoever claimable in respect of any injury to persons or to lands, buildings, structures, fences, livestock, trees, crops, roads, ways, ditches, drains and water-courses, whether natural or artificial, or property of whatever description and in respect of any infringement of any right, privilege or easement whatever occasioned in the carrying on of the work or any part thereof, or by any neglect, misfeasance or non-feasance on the Contractor's part or on the part of any of his agents, workmen or persons employed by him or under his control including Subcontractors, and shall bear the full cost thereof and shall at his own expense make such temporary provisions as may be necessary to ensure the avoidance of any such damage, injury or infringement and to prevent the interruption of or danger or menace to the traffic on any railway or any public or private road entrance or sidewalk and to secure to all persons and corporations the uninterrupted enjoyment of all their rights, in and during the performance of the work and the Contractor shall indemnify and save harmless the Corporation from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributed to any such damage, injury or infringement.

Wherever any work is of such an extent and nature that it must necessarily be confined to particular areas of the right-of-way, the Contractor shall use reasonable care not to damage or deface the remaining portions of the right-of-way, and if any damage is occasioned as a result of the Contractor's operations, it shall be rectified by the Contractor at his own expense, to the satisfaction of the Engineer.

Notwithstanding the indemnity provisions contained in this section, where in the opinion of the Engineer the Contractor has failed to rectify any damage, injury or infringement or has failed to adequately compensate any person for any damage, injury or infringement for which the Con-

tractor is responsible under the contract, the Engineer, following notice in writing to the Contractor of his intention so to do, may withhold payment of any monies due to the Contractor under this or any other contract until the Contractor has rectified such damage, injury or infringement or has paid adequate compensation for such damage, injury or infringement, provided, however, that the Corporation will not withhold such monies where in the opinion of the Engineer there are reasonable grounds upon which the Contractor denies liability for such damage, injury or infringement and the Contractor has given the claimant a reasonable time in which to establish the validity of his claim, and provided further that the amount withheld under this section shall not exceed the amount of such claims against the Contractor.

Where the Contractor uses privately owned lands for pits or waste disposal areas, the Contractor shall provide the Engineer with a release signed by or on behalf of the owner of each pit or waste disposal area used by the Contractor. If the said release is not obtained, then sufficient monies will be withheld from the Contractor pursuant to sub-section 108-6 except, however, where the owner's signature is withheld solely on the basis of damage, injury, or infringement, it will be dealt with as provided elsewhere in this subsection.

106-2 Liability Insurance

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the Engineer, a comprehensive policy of public liability and property damage insurance acceptable to the Engineer providing insurance coverage in respect of any one accident to the limit of at least \$1,000,000 exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property and such policy shall name the Corporation as an additional Insured thereunder and shall protect the Corporation against all claims for all damage or injury including death to any person or persons and for damage to any property of the Corporation or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of the contract and the Contractor shall forward with the executed contract documents a certified

blading required to maintain the surface of such roads and detours shall be deemed to be included in the prices bid for the various tender items and no additional payment will be made.

Where the work under this contract is for any reason discontinued and will not be resumed until the following working season or for any extended period, the Contractor shall, when directed by the Engineer, open and place the highway and detours in a passable, safe and satisfactory condition for public travel and the highway shall not again be closed to traffic, or traffic thereon be obstructed, without written authority of the Engineer.

Where the Contractor constructs a detour which is not specifically provided for in the contract, or required by the Engineer, the construction of the detour and if required, the subsequent removal shall be carried out at the Contractor's expense. The detour shall be constructed and maintained to structural and geometric standards approved by the Engineer. Removal shall be carried out as directed and at the discretion of the Engineer and shall consist of the disposal, levelling and trimming of the excavated material and such restorative measures as may be required.

Where, with the written approval of the Engineer, the road is closed and the traffic diverted entirely off the road allowance, to any other public roads, the Contractor shall at his own expense supply and erect barricades, lights, including flashing lights and such other protection as may reasonably be required by the Engineer at all points where traffic might enter on that portion of the road so closed to traffic. The Contractor, when required by the Engineer, shall supply watchmen to protect the barricades and direct traffic at each end of the portion or portions of the highway closed to traffic. The Contractor shall at his own expense erect signs and lights and maintain such approved detours over other public roads which may be used during the said closure of the road, as directed the Engineer.

The foregoing provisions shall in no way relieve the Contractor of his obligations under the various provisions of the contract dealing with the Contractor's responsibility for damage claims, except for claims arising on sections of road within the limits of the contract that are being maintained by the Corporation.

106-5 Access to Properties Adjoining the Work

The Contractor shall provide at all times and at his own expense, adequate pedestrian access to private homes and commercial establishments unless otherwise authorized by the Engineer.

Where interruptions to access have been authorized by the Engineer, reasonable notice shall be given by the Contractor to the affected property owners and such interruptions shall be arranged so as to create a minimum interference to those affected.

106-6 Construction Affecting Railway Property

The methods of construction and the timing of work within or adjacent to railway property shall be subject to the approval of the Engineer.

Arrangements will be made by the Corporation with the Railway Company for the Contractor's employees to enter on the lands of the Railway Company in order to carry out the work. The Contractor shall carry out the work subject to whatever conditions the Railway Company may consider necessary for the protection of its traffic.

Before any work is commenced, the Contractor shall give the Engineer, at least 7 days prior notice in writing, so that arrangements can be made for the Railway Company to appoint flagmen and to provide protection according to Railway Company requirements.

The Contractor shall provide and pay for all protection and flagging required in accordance with Section 106-4.

106-7 Explosives

The Contractor 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 reasonable 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.

In addition to any other precaution that may be necessary, the Contractor shall, immediately prior to a blast, clear the

SECTION 107

PROSECUTION AND PROGRESS

107-1 Time and Order of Completion

Before starting the work the Contractor shall submit in writing to the Engineer his proposed methods and sequence of work and shall obtain approval therefore and such approval shall not relieve the Contractor of any of his duties and obligations under this contract.

The Engineer may direct the Contractor in writing as to the time, precedence or order in which any work to be done under the contract shall be performed.

The work shall not be commenced until the Contractor has received a written order to commence the same, signed by the Engineer and it shall thereupon be commenced within seven days of the commencement date specified therein and continuously and with utmost diligence and dispatch carried on to completion subject to any other provisions of this contract and shall be completed and full possession thereof given to the Corporation within the time allowed in the special provisions, said time to commence on the date of said written order; unless a longer time shall be allowed in writing by the Engineer, in which case it shall be carried on to completion and possession given to the Corporation within the additional time as allowed.

107-2 Extension of Time

An extension of time may be granted in writing by the Engineer in the event of the work being delayed beyond the prescribed time for completion as a result of causes beyond the Contractor's control. Such extensions shall be for such time as the Engineer may prescribe, and the Engineer shall fix the terms on which the said extension may be granted. An application by the Contractor for an extension of time as herein provided shall be made to the Engineer in writing on the form prescribed at least fifteen calendar days prior to the date of completion fixed by the contract. Where applicable, all bonds or other surety furnished to the Corporation by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish the Engineer with evidence of such amendment of the bonds or other surety.

Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Corporation whatsoever under the contract, and all of such rights shall continue in full force and effect after the time limited in the contract for the completion of the work and whenever in the contract, power and authority is given to the Corporation or the Engineer or any person to take any action consequent upon the act, default, breach, neglect, delay, non-observance or non-performance by the Contractor in respect of the work or contract, or any portion thereof, such powers or authorities may be exercised from time to time and not only in the event of the happening of such contingencies before the time limited in the contract for the completion of the work but also in the event of the same happening after the time so limited in the case of the Contractor being permitted to proceed with the execution of the work under an extension of time granted by the Engineer. In the event of the Engineer granting an extension of time, time shall continue to be deemed of the essence of the contract.

107-3 Assignment, Subletting and Renting

The Contractor shall not assign, transfer or sublet the whole or any portion of the contract, or the whole or any portion of the work to be performed under the contract, without the consent in writing of the Engineer, and the Contractor shall not transfer or assign any monies which may be due or which may become payable under the contract without the consent in writing of the Engineer, provided that any consent so given shall not under any circumstances relieve the Contractor of liabilities and obligations assumed by him under the contract.

Where a bidder has withdrawn his bid on the contract after the closing of tenders or, having been offered the contract by the Corporation has for any reason failed to enter into it the Contractor shall not assign, transfer or sublet any part of the contract nor shall he rent any equipment required for the contract if such assignment, transfer subletting or rental will result in such bidder or any person, firm or corporation having an interest in such bidder, directly or indirectly receiving any benefit. The Contractor shall not purchase from such bidder or from any firm or corporation having an interest in such bidder, material required for the con-

of the location and details of such damage of interference.

The Contractor shall post prominently and maintain on the site of the work and wherever else the Engineer may require, legible copies of any notice, schedule or other information that he is required to post under this contract or under any statute, regulation, by-law or agreement.

107-10 Obstructions

The Contractor assumes all the risks and responsibilities arising out of any obstruction on or under the highway right-of-way and any traffic conditions caused by such obstruction including traffic conditions on any highway or road giving access to the contract area and he shall not make any claim against the Corporation for any loss, damage or expense occasioned thereby.

During the course of the contract, it is the Contractor's responsibility to consult with municipal authorities or utility companies for further information in regard to the

exact location of utilities, to exercise the necessary care in construction operations, and to take such other precautions as are necessary to safeguard the utility from damage.

107-11 Limitations of Operations

Except for such work as may be required by the Engineer to maintain the works in a safe and satisfactory condition, the Contractor shall not carry on his operations under the contract on Sundays without permission in writing of the Engineer.

The Engineer may, in writing, require the Contractor to cease or limit his operations under the contract, on any day or days if the operations are of such a nature or if the work is so located or if the traffic is of such a volume that the Engineer deems it necessary or expedient so to do.

107-12 Time of the Essence of the Contract

Time shall be deemed to be of the essence of the contract.

the Corporation subject to sub-sections 106-1 shall pay to the Contractor, 85% of such estimated value.

When the contract is duly completed in accordance with the terms herein contained, and the entire work is accepted by the Engineer, the Corporation may, after the expiration of 37 calendar days from the date of acceptance, pay to the Contractor such amounts of the estimated value of the work done and material furnished in accordance with the terms of the contract including Extra Work under Section 103-3 in excess of the amounts paid under the preceding paragraph as the Corporation deems proper.

Following the acceptance of the entire work by the Engineer, a final detailed statement shall be made by the Engineer of the value of all the work done and material furnished under the contract including work done or material furnished as Extra Work under Section 103-3 and within 5 months after the date of acceptance of the entire work two copies thereof shall be delivered to the Contractor. Within one month after such delivery to him, the Contractor shall present to the Corporation, one copy of such detailed statement, certified by him to be correct and also on the forms prescribed, Contractor's and Subcontractor's verification certificates and a Workmen's Compensation Board clearance certificate. Upon receipt by the Engineer of the verified statement and certificates and except as herein otherwise provided, there shall be paid to the Contractor within one month of the date of receipt by the Corporation of the certified detailed statement, an amount equal to the amount of the said detailed statement, less all amounts previously paid to the Contractor, provided that the Corporation may retain any portion of such payment that it deems necessary for its protection against claims for liabilities or for protection against any claims that the Corporation may have against the Contractor, under this contract or otherwise.

Delay by the Corporation in making any payment due to the Contractor following the acceptance of the entire work by the Engineer for work done or material furnished under the contract and listed on the final detailed statement, shall be deemed not to be a breach of the contract by the Corporation but the Corporation shall, in respect of any such payment made more than seven months after the date of acceptance of the entire work by the Engineer, pay the Contractor interest at the rate of 8% per annum for the period from the day next following the expiration of the

said seven month period to the date of payment.

Except as provided in this section, the Corporation shall not pay interest on any amount which may at any time become payable to the Contractor under this Contract.

108-4 Payment for Extra Work on a Time and Material Basis

For the purposes of this section, "Cost of Labour" means the amount of wages, salary and payroll burden paid or incurred directly by the Contractor to or in respect of labour and supervision by foremen actively and necessarily engaged on the extra work based on the recorded time and hourly rates of pay for such labour and supervision, but shall not include any payment or costs incurred for general supervision, administration or management time spent on the extra work or any wages, salary or payroll burden for which the Contractor is compensated by any payment made by the Corporation for equipment.

"Payroll Burden" means the payments in respect of workmen's compensation, vacation pay, unemployment insurance, public liability and property damage insurance, sickness and accident insurance, pension fund and such other welfare and benefit payments as form part of the Contractor's normal labour costs and shall include any cost or expense as the Engineer may approve, which has been incurred by the Contractor for food, logging or similar items.

"Cost of Material" means the cost of material purchased by the Contractor for the extra work as shown by itemized invoices and the cost of material from the Contractor's stock used on the extra work, valued at current prices.

"The 527 Rate" means the rate for a unit of equipment as listed in MTC Form 527 (Schedule of Rental Rates for Construction Equipment) which is current at the time the extra work is carried out or for equipment which is not so listed, the rate which has been calculated by the Corporation, using the same principles as used in determining the 527 rates.

"Rented Equipment" means equipment that is rented or leased on an ad hoc basis from a person, firm or corporation that is not an associate or affiliate of the lessee as defined by the Securities Act RSO 1970, Chapter 426, but does not include equip-

will include in the cost of labour, the wages, salary and payroll burden of the operator or operating crew who cannot be otherwise employed during the standby period or during the period of enforced idleness. Alternatively, however, the Engineer may require rented equipment idled by the circumstances giving rise to the extra work project, to be returned to the lessor until the work requiring the equipment can be resumed, in which case, the Corporation will pay such costs as result directly from the enforced return of the equipment.

When equipment is transported to or from the site of the work, payment will be made by the Corporation only in respect to the transporting units. When equipment is moved under its own power it shall be deemed to be working. The method of moving the equipment and the rates shall be subject to the approval of the Engineer.

Where the Contractor arranges for force account work to be carried out by others and has received approval prior to the commencement of the work, the Corporation will pay the Contractor 105% of the compensation as herein provided. However, such percentage allowance over the prescribed compensation shall apply only once regardless of the number of times the work has been assigned or sublet and no percentage allowance over the prescribed compensation will be paid to any associate or affiliate as defined by the Securities Act, R.S.O. 1970, Chapter 426 or in respect of any compensation for rented equipment.

Notwithstanding any other provision of this section, no payment shall be made to the Contractor for or in respect of hand tools or equipment that are tools of the trade.

Each month, the Contractor may submit an invoice to the Engineer covering work performed on the extra work project during the preceding month and to the extent that the work covered by the invoice can be verified by the Engineer, the invoice will be processed by the Corporation for payment.

The final invoice shall be submitted by the Contractor within 30 days after the completion of the extra work project.

Separate invoices shall be submitted in triplicate for each extra work project. Each invoice shall include the order number and covering dates of the work and shall itemize separately, labour, materials and equipment and submitted with the invoice, shall be invoices for materials, rented equipment and other charges incurred by the Contractor on the extra work.

108-5 Measurement of Excavated Materials

Whenever this contract requires the payment for excavation at a price per cubic yard the volumes shall be measured in their original position and computed in cubic yards by the method of average end areas unless otherwise provided for under the specifications for the item of work requiring their use.

108-6 Contractor's Discharge of Liabilities

The Contractor shall discharge and cause each Subcontractor to discharge all liabilities incurred, for labour, materials or services, used or reasonably required for use in the performance of this contract on the date upon which each becomes due. At the request of the Corporation, the Contractor shall furnish the Corporation with evidence satisfactory to it that his liabilities and those of the Subcontractors, as aforesaid, have been discharged and this shall include a certificate or certificates from the Workmen's Compensation Board that they have complied with the requirements of the Workmen's Compensation Board and are in good standing on the books of the Board.

No payment to which the Contractor is otherwise entitled under this contract shall at the discretion of the Corporation be due and payable to him so long as he or any Subcontractors are in default under this section, and upon such default occurring, the Corporation may in respect of claims submitted by creditors having a contractual relationship with the Contractor, after notice in writing to the Contractor and his Surety, withhold payment on the whole or any part of any such liability of the Contractor. Interest will not be paid on any such funds withheld.

108-7 Payment of Workmen

The Contractor shall, in addition to any fringe benefits, pay the workmen employed by him on the work in accordance with the Labour Conditions set out in a Special Provision of 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 greater.

The Contractor shall require each Subcontractor or other person doing any part of the work contemplated by this contract to covenant with the Corporation that he shall pay the workmen employed by him on the work at the wage rates and in the manner required by this section.

Where any person employed by the Contractor or any Subcontractor or other person

SUPPLEMENTARY GENERAL CONDITIONS (MTC)

Sect 101 INTERPRETATION

101-1 Interpretation

A. Abbreviations.

1. "AASHTO") - American Association of State
2. "AASHO") Highway Transportation Officials
3. "ANSI" - American National Standards Institute
4. "ASA" - American Standards Association
5. "ASTM" - American Society for Testing and Materials
6. "AWG" - American Wire Gauge
7. "CESA" - Canadian Engineering Standards Association
8. "CGSB" - Canadian Government Specifications Board
9. "CSA" - Canadian Standards Association
10. "CWB" - Canadian Welding Bureau
11. "DHO")
12. "DOT")
13. "DTC") - Ministry of Transportation and Communications (Ontario)
14. "MTC")
15. "L.S." - Lump Sum
16. "MOL" - Ministry of Labour (Ontario)
17. "P&R" - Proctor & Redfern Limited
18. "S.P." - Special Provisions

B. Interpretations

1. "Acceptance of the entire work" means total performance as described in the Mechanics Lien Act.
2. "Access Road" means a private road built or used by the Contractor to gain access to the Work or to a source of material but excluding any haul road and the road under Contract.
3. "Base" means a layer of material of specified type and thickness placed immediately below the pavement, driving surface, curb and gutter or sidewalk.
4. "Culvert" means a structure which is designated as a culvert in the contract documents and which is designed to provide an opening under a roadway, railway or side entrance for the passage of surface water, livestock or pedestrians.
5. "Earth Grade" means the earth surface, whether in cut or fill, as prepared for the base or subbase.
6. "Engineer" means Proctor & Redfern Limited or such other person, partnership or corporation as may be authorized by the Owner.

Sect 101 INTERPRETATION (Cont'd)

101-1 Interpretation (Cont'd)

B. (Cont'd)

7. "Form M-100" - Whenever the Contract Documents refer to "MTC Form 100" or "Form 100", it is deemed to refer to "Form M-100" included in this Contract Document.
8. "Gallon" means imperial gallon.
9. "Grade" when used in the sense of elevation as in the expressions "to grade", "up to grade", "above grade", "below grade" or expressions of similar implications, means the required elevation of the completed Work.
10. "Grade Line" means the line representing the established elevation of the completed Work in profile or longitudinal section taken along a reference line established for the control of the Work.
11. "Grade Point or Transition Point" means the point where the grade line passes from cut to fill.
12. "Haul Road" means any public road excluding the road under Contract, which forms part of a materials haul route.
13. "Lump sum" and "L.S." means total price for the supply of all labour, materials, equipment, handling and cartage required for complete installation of the total item, or all items concerned.
14. "Minister" means the Minister of Transportation and Communications, and where the word appears in MTC specifications which are included in this Contract shall mean the Engineer as defined elsewhere.
15. "Ministry" means the Ministry of Transportation and Communications, and where the word appears in MTC specifications which are included in this Contract shall mean the Corporation as defined elsewhere.
16. "Owner" means the corporation accepting the tender and entering into the Contract with the Contractor.
17. "Pavement" means a wearing course or courses placed on the roadway and consisting of asphaltic concrete, Portland cement concrete, or plant or road mixed mulch.
18. "Profile Grade" means unless otherwise specified in the contract, the top surface elevation of the uppermost layer of granular material whether treated or un-treated.
19. "Project Specifications", "P.S." and "S.P." means Special Provisions.
20. "Strip Map" when used throughout this contract shall be deemed to read "Aggregate Sources List".
21. "Provide" means supply all labour, materials, equipment, handling and cartage required to complete installation of the item concerned.
22. "Road Allowance" or "Highway" means the lands acquired at any time for the use of the public as a common highway.
23. "Roadbed" means that portion of the work which is designed to support the wearing surface and shoulders of the roadway.
24. "Roadway" means that part of the highway designed or intended for use by vehicular traffic and shall include the shoulders.
25. "Rock Grade" means the rock surface, whether in cut or fill, as prepared for the base or subbase.
26. "Sewer" means a conduit which has been designed as a sewer to carry storm waste, sanitary waste or both and which is designated as a sewer in the contract documents.

Sect 101 INTERPRETATION (Cont'd)

101-1 Interpretation (Cont'd)

B. (Cont'd)

27. "Shop drawing" means working drawing.
28. "Shoulders" means that portion of the roadway between the edges of the surfacing material and the inside edges of the ditch or fill slopes.
29. "Subbase" means a layer of material of specified type and thickness between the subgrade and the base.
30. "Subgrade" means the earth or rock surface, whether in cut or fill, as prepared for the base or subbase.
31. "Supplementary General Conditions" means part of the "General Conditions" stipulating supplementary conditions to the contract.
32. "Tonne" or "t" means 1000 kg or 2204.62 pounds avoirdupois.
33. "Work", as well as defined in 101-13 of the General Conditions, means to include all labour, materials and services.

Sect 102 CONTRACTOR'S INVESTIGATIONS, SURETY AND CONFORMITY OF WORK WITH PLANS AND SPECIFICATIONS

102-1 Conformity of Work with Plans and Specifications - Standard and Supplemental Specifications

- A. The requirements and stipulations of standard practice by the Corporation for the control of the work are the current MTC "Standard Specifications" at the time of bidding.
- B. The "General Conditions" and "Standard Specifications" are deemed to include the current MTC "Supplemental Specifications" at the time of bidding.

102-2 Surety and Deposit - Payment and Performance Bond and Holdback for Rectification after Acceptance of Work

- A. Payment Bond and Performance Bond
 1. The Contractor, together with a surety company approved by the Owner and authorized by law to carry on business in the Province, shall furnish a 100% Labour and Materials Payment Bond to the Owner using CCA Document(s) 22. The bond shall remain in effect until 12 months after the date the Engineer accepts the entire work.
 2. The Contractor, together with a surety company, approved by the Owner and authorized by law to carry on business in the Province in which the work is to be performed, shall furnish a Performance Bond to the Owner using CCA Document(s) 21 in the amount of 100% of the contract price. The bond shall unconditionally guarantee the performance of the contract, shall be at the expense of the Contractor, and shall remain in effect until 12 months after the date the Engineer accepts the entire work.
- B. Holdback for Rectification after Acceptance of the Work
 1. To cover rectification costs during the guarantee period, the Owner will retain 3 percent of the value of Work done, such amount being held back from the amount of the certified detailed statement as described in Article 108-3, paragraph 4 of Form M-100. This holdback will be retained for a period of 1 year from the 'Acceptance Date'.

Sect 102 CONTRACTOR'S INVESTIGATIONS, SURETY AND CONFORMITY OF WORK WITH (Cont'd)

102-3 Guarantee

- A. The Contractor shall guarantee that the material and work shall, for a period of twelve months, from the date the Engineer accepts the entire work, remain in such conditions as will meet with the Engineer's approval, and that he will make good in a permanent manner, satisfactory to the Engineer, any imperfections due to materials or workmanship used in the construction and any damage caused by such imperfections. The decision of the Engineer shall be final as to the nature and cause of such imperfections and the necessity for remedying them.

Should the Contractor fail to comply with the directions of the Engineer, the Engineer may, after giving the Contractor forty-eight hours' written notice, perform the necessary work, and the cost may be deducted or collected by the Owner as provided in the Contract.

- B. Notwithstanding the provisions of Subsection A of this clause, the Engineer may, in cases of danger or public safety, make such immediate arrangements for repair as he sees fit, and the Engineer will inform the Contractor of such action. The cost of such emergency work shall be borne by the Contractor.
- C. If the Engineer notifies the Contractor, in writing, of imperfections prior to the termination of the guarantee period, the Contractor shall make good the imperfections as required in Subsection A above, notwithstanding that such work of making good may commence after or extend beyond the end of the guarantee period.

Sect 103 SCOPE OF WORK

103-1 Description of Work

- A. This Contract is for the construction of a new concrete culvert on Centre Street North in the Town of Pelham.

Sect 104 CONTROL OF WORK

104-1 Plans and Working Drawings

- A. Working drawings will be reviewed by the Engineer only to check general arrangement, conformance with the design concept of the project and compliance with the Contract Documents.
- B. Prior to submission to the Engineer, the Contractor shall review all working drawings. By this review the Contractor represents that he has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data or will do so and that he has checked and co-ordinated each drawing with the requirements of the work and of the Contract Documents. The Contractor's review of each drawing shall be indicated by stamp, date and signature of a responsible person.
- C. Where the Engineer requires working drawings, the Contractor shall submit them in sufficient time to allow for examination by the Engineer and for any corrections that he may require to be made. The Contractor shall not commence work on items covered by drawings (where such drawings have been requested) before the Engineer's approval.
- D. The Contractor shall make changes in working drawings as the Engineer requires consistent with the contract and shall submit revised prints to the Engineer. When submitting drawings, the Contractor shall notify the Engineer of every change made from the Contract Documents.

Sect 104 CONTROL OF WORK (Cont'd)

104-1 Plans and Working Drawings (Cont'd)

- E. Review of drawings by the Engineer shall not relieve the Contractor from compliance requirements of the contract drawings and specifications, nor relieve him of responsibility for errors made in the drawings.
- F. The Contractor shall be responsible for confirming and correlating quantities and dimensions, selecting fabrication processes and techniques of construction, and co-ordinating the work of all trades.
- G. All drawings shall be properly identified by the name of the project, the EO number, the item and the area in which the item is to be used. Where options occur on the drawing, the option proposed to be used shall be marked. If applicable, the related specification section shall be indicated.

104-2 Limits of Site

- A. The limits of the site are -
 - 1. The road or street allowances on which Work is to be performed.
 - 2. Such areas of private property adjacent to road or street allowances on which the Contractor is directed, in writing, to enter to carry out Work.

Sect 105 CONTROL OF MATERIALS

105-1 Testing

- A. Where required by the Engineer, supply for testing, samples of materials to be used in the construction of the Work. Do not use materials until they have been so approved.

Sect 106 LEGAL RELATIONS AND RESPONSIBILITIES

106-1 INSURANCES

- A. General
 - 1. The Contractor shall, as well as required by the General Conditions, insure and maintain insurance against liability for bodily injury and property damage that may arise with respect to the Work being performed under the Contract. Such insurance shall -
 - (A) Be in the joint names of the Owner, the Contractor, the Subcontractors and the Engineer, and
 - (B) Include coverage for -
 - (1) contractual liability, and
 - (2) cross liability, and
 - (3) contingent employers liability, and
 - (4) completed operations liability, and
 - (5) non-owned automobile liability, and
 - (C) Have a limit of not less than \$1,000,000.00 inclusive per occurrence.

Sect 106 LEGAL RELATIONS AND RESPONSIBILITIES (Cont'd)

106-1 INSURANCES (Cont'd)

A. 1. (Cont'd)

- (D) Remain in force until the issue by the Engineer of the final payment certificate, except that completed operations liability shall remain in force for the duration of the guarantee period.

B. AUTOMOBILE INSURANCE

1. The Contractor shall insure and maintain insurance against liability for bodily injury and property damage caused by automobiles owned by the Contractor and used on the Work. Such insurance shall have an inclusive limit at least equal to \$1,000,000.00. An automobile shall be as defined in the Highway Traffic Act.

C. INSURANCE POLICIES

1. When the successful Tenderer is notified that his tender has been accepted, he shall deposit with the Owner either copies of liability and automobile insurances, or insurance certificates.
2. Insurance policies shall stay in force and not amended, cancelled or allowed to lapse without thirty days prior notice.

D. INSURANCE CLAIMS

1. Claims or alleged claims received by the Contractor shall be dealt with immediately by the Contractor. If a claim is settled to the satisfaction of the Claimant, the Contractor shall submit to the Engineer a copy of the Claimant's release.
2. If a claim or alleged claim is rejected by the Contractor and/or his insurance company, the Contractor shall report this fact in writing to the Engineer.
3. Should 30 days elapse after the claim or alleged claim has been received by the Contractor, and the Contractor is not able to report settlement or rejection of the claim, he shall report to the Engineer the steps being taken with respect to the claim.

106-2 Provision for Traffic - Notifications

- A. No Work shall be performed on public rights-of-way without the approval of the Road Authority.
- B. When streets are to be closed, or traffic restricted, the appropriate fire and police departments shall be notified, giving at least seven days notice of the closing or restriction.
- C. If bus routes are affected, the bus company shall be notified, giving at least seven days notice.
- D. When streets are to be re-opened, or restrictions removed, the fire, police and bus authorities shall again be notified.

106-3 MUD

- A. Streets and other construction areas shall be kept clean. If it is necessary to haul wet material, suitable watertight trucks shall be used.

106-4 DUST CONTROL

- A. The Contractor shall take such steps as may be required to prevent dust nuisance resulting from his operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to

Sect 106 LEGAL RELATIONS AND RESPONSIBILITIES (Cont'd)

106-4 DUST CONTROL (Cont'd)

A. (Cont'd)

maintain a roadway through the work.

- B. Where the Work requires the sawing of asphalt or the sawing or grinding of concrete, blades and grinders of the wet type shall be used together with sufficient water to prevent the incidence of dust, wherever dust would affect traffic or wherever dust would be a nuisance to residents of the area where the Work is being carried out.

Sect 107 PROSECUTION AND PROGRESS

107-1 Time and Order of Completion - Construction Schedule

- A. The Contractor shall within 2 weeks after being awarded the Contract, submit his proposed construction schedule to the Engineer for approval. The schedule shall show proposed progress in weekly stages for the main sections and subsections of the Work.

107-2 Obstructions

A. Adjacent Structures and Utilities

1. Temporary and permanent support, relocation and replacement of underground or overhead utilities shall be performed as part of the Contract and as detailed in the General Conditions.
2. Permanent relocation of underground or overhead utilities will be carried out by others, if necessitated by coincidence of lines or grades, or both.

B. Utility Pole Lines

1. The attention of the Contractor is drawn to the presence of utility pole lines on this Contract. Where not provided elsewhere in the Contract, information on the removal or relocation of the pole lines, restriction of blasting operations, etc., may be obtained from Engineer or from the Utility Firm concerned.

C. Abandoned Utilities

1. Where abandoned watermains, gas mains and telephone cables are encountered during construction, the Contractor shall remove and dispose of all abandoned materials outside the right-of-way as necessary to eliminate conflict with construction operations or infringement on new Work at his own expense.
2. Open pipes adjacent to the excavation shall be securely plugged to the satisfaction of the Engineer.
3. No separate payment will be made for the removal and disposal of materials or for plugging pipe ends.

107-3 TIME FOR COMPLETION AND LIQUIDATED DAMAGES - COMPLETION DATE

A. Time

1. Time shall be the essence of this Agreement.

B. Progress of the Work and Time for Completion

B. (Cont'd)

1. The Contractor shall complete this Contract in its entirety by the date specified in the Form of Tender.
2. If this time limit above specified is not sufficient to permit completion of the Work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to insure that the Work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of Work and no additional compensation will be allowed therefore.

(A) If the Contractor is delayed in the completion of the Work,

- (1) by reason of changes or alterations made under section 103-2 of the General Conditions,
 - (2) by reason of any breach of contract or prevention by the Corporation, or other Contractor of the Corporation or any employee of any one of them,
 - (3) by reason of delay by the Corporation in issuing instructions or information or in delivering materials,
 - (4) by any other act or neglect of the Corporation or any other Contractor of the Corporation or any employee of any one of them,
 - (5) for any cause beyond the reasonable control of the Contractor, or
 - (6) by acts of God, or of the public enemy, acts of the Province or of any foreign state, fire, floods, epidemics, quarantine restrictions, embargoes, or delays of sub-contractors due to such causes, the time of completion shall be extended in writing at any time on such terms and for such period as shall be determined by the Engineer, and notwithstanding such extensions, time shall continue to be deemed of the essence of this Contract.
3. An application by the Contractor for an extension of time as herein provided shall be made to the Corporation in writing on the form prescribed at least fifteen days prior to the date of completion fixed by the Contract. All bonds or other surety furnished to the Corporation by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish the Corporation with evidence of such amendment of the bonds or other surety.
 4. Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Corporation whatsoever under this Contract, and all of such rights shall continue in full force and effect after the time limited in this Contract for the completion of the Work and whenever in this Contract power and authority is given to the Corporation or the Engineer or any person to take any action consequent upon the act, default, breach, neglect, delay, non-observance or non-performance by the Contractor in respect of the work or contract, or any portion thereof, such powers or authorities may be exercised from time to time and not only in the event of the happening of such contingencies before the time limited in this Contract for the completion of the work but also in the event of the same happening after the time so limited in the case of the Contractor being permitted to proceed with the execution of the work under an extension of time granted by the Engineer.

C. Liquidated Damages

Sect 107 PROSECUTION AND PROGRESS (Cont'd)

107-3 TIME FOR COMPLETION AND LIQUIDATED DAMAGES - COMPLETION DATE (Cont'd)

C. (Cont'd)

1. It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the date of completion specified aforementioned, damage will be sustained by the Corporation, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Corporation will sustain in the event of and by reason of such delay and the parties hereto agree that the contractor will pay to the Corporation the sum of \$100.00 per day for liquidated damages for each and every calendar day's delay in finishing the work beyond the date of completion prescribed and it is agreed that this amount is an estimate of actual damage to the Corporation which will accrue during the period in excess of the prescribed date of completion.
2. The Corporation 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 Corporation.

Sect 108 PAYMENT

108-1 Price for Work - Cost of Utilities

- A. The Contractor shall supply all water, electricity and heat as required during the construction of this Contract.

108-2 Labour Conditions - Provincial Zone

A. General - Provincial Zone

1. This special provision is to be read in conjunction with section 108-7, Payment of Workmen, of the General Conditions of the Contract and is subject to the Industrial Standards Act, the Employment Standards Act, 1974 and the regulations made thereunder. The wage rates set out in the roads and structures fair wage schedule are subject to change periodically. Any increase in costs incurred by a change in the wage rates shall be borne by the Contractor.

B. Definitions

1. For the purposes of this special provision,
 - (A) 'regular rate' means,
 - (1) the hourly rate paid to an employee for his normal non-overtime work week, or
 - (2) in the case of an employee to whom sub-clause (1) does not apply, the amount obtained by dividing his total earnings for the week by the number of hours he worked in the week.
 - (B) 'work on roads' means the preparation, construction, finishing and construction maintenance of roads, streets, highways and parking lots and include all work incidental thereto other than work on structures, and
 - (C) 'work on structures' means the construction, reconstruction, repair, alteration, remodelling, renovation or demolition of any bridge, tunnel or retaining wall and includes the preparation for and the laying of the foundation of any bridge, tunnel or retaining wall and the installation of equipment and appurtenances incidental thereto,

Sect 108 PAYMENT (Cont'd)

108-2 Labour Conditions - Provincial Zone (Cont'd)

B. (Cont'd)

2. Provided, however, that the Minister of Labour, Ontario may at his sole discretion determine whether any particular work is to be classified as work on roads or as work on structures and such decision may be made notwithstanding the definitions herein contained.

C. Hours of Work and Wages

1. The regular work week for a person employed on work on roads being done under this Contract or any other contract subject to these or similar labour conditions shall not exceed 55 hours and all time worked by such person in excess of 55 hours a week shall be overtime except that part of the hours of work in excess of 55 hours a week which, together with the hours worked in the preceding week, do not exceed 55 hours in that preceding week. But, in no case shall the number of hours that can be included in the hours of work for that preceding week exceed 22 hours.
2. The regular work week for a person employed on work on structures being done under this Contract or any other contract subject to these or similar labour conditions shall not exceed 50 hours and all time worked by such person in excess of 50 hours a week shall be overtime except that part of the hours of work in excess of 50 hours a week which, together with the hours worked in the preceding week, do not exceed 50 hours in that preceding week. But, in no case shall the number of hours that can be included in the hours of work for that preceding week exceed 22 hours.
3. Every person employed by the Contractor or a Sub-contractor or other person to do any part of the work contemplated by this Contract shall be paid while employed on such work at not less than the wage rate set out in the roads and structures fair wage schedule hereunder for the appropriate classification of such work or not less than such other wage rates as, during the continuance of the work, are fixed by the Minister of Labour, Ontario, for hours of work that are not overtime and shall be paid one and one-half times his regular rate for all hours of work that are overtime.
4. Notwithstanding that a Contractor pays wages in excess of the wage rates set out in the roads and structures fair wage schedule hereunder, he shall not, in computing overtime wages payable to an employee, set off against such overtime wages any part of the wages earned by the employee in respect of his regular work period.
5. Where a person is working on more than one contract that is subject to these conditions, including any municipal contract that contains similar labour conditions, the regular work week and the entitlement to overtime for that person shall be based upon the total hours worked on all such contracts and if, on this basis, overtime is worked on this Contract the Contractor shall pay such person at the overtime rate and no waiver by that person of this entitlement to overtime wages and no interposition of a third party by way of an employment agency or as the nominal employer of that person shall relieve the Contractor of his obligation to pay that person the overtime wages.

D. Decisions by Minister of Labour

1. Where there is no appropriate classification set out in the roads and structures fair wage schedule for any particular class of work, the Minister of Labour, Ontario may designate or establish the appropriate classification and the wage rate.
2. The Contractor, upon receipt of notice of any decision of the Minister of Labour, Ontario made under this Contract, shall immediately adjust the wage rates, hours and classification of work so as to give the effect to such decision.

E. Fair Wage Schedule to be Posted

1. The Contractor shall post, in accordance with section 107-9 of the General Conditions of the Contract, the road and structures fair wage

Sect 108 PAYMENT (Cont'd)

108-2 Labour Conditions - Provincial Zone (Cont'd)

E. 1. (Cont'd)

schedule and any amendments thereto.

F. Contractor to Keep Records Which are to be Open for Inspection

1. The Contractor shall keep proper books and records showing the names, trades, addresses and hourly wage rates of all workmen in his employ or employed on this Contract through an employment agency and the wages paid to and time worked by such workmen both at regular wage rates and at overtime wage rates, and the books or documents containing such records shall be open for inspection by officers of the government at any time it may be expedient to the Minister of Labour to have the same inspected.

G. Ministry Requirements Before Payments Made to Contractor

1. The Contractor shall from time to time upon request furnish the Ministry with such detailed information and evidence as may be required in order to establish that these labour conditions have been complied with not only by himself but by any sub-contractor or other person doing any part of the work contemplated by the Contract.

108-3 INTERPRETATION OF LABOUR CONDITIONS

A. Off Site Work

1. The labour conditions are intended for application primarily to work on the Contract site. Work that is carried out on sites that are not in the immediate vicinity of the Contract site or that are not used exclusively for the purposes of contracts including municipal contracts, containing similar labour conditions will not be subject to the labour conditions.

B. Training Period for Equipment Operators

1. Employees, other than students, learning to operate equipment are classified as 'apprentice equipment operators' during,
 - (A) their first 3 months operating equipment which does not require a licensed Operator, or
 - (B) their first 18 months operating equipment which requires a licensed Operator.

2. The wages for apprentice Equipment Operators are as follows -

Windsor zone	-	the wage rate for Cement Improver
Hamilton zone	-	the wage rate for Asphalt Raker
Toronto zone	-	the wage rate for Asphalt Raker
Ottawa zone	-	the wage rate for Skilled Labourer
Provincial zone	-	the wage rate for Skilled Labourer

C. Pile driver

1. Employees other than an Operator are to be classified as 'pile driver men' and shall be entitled to the wage rate for "Labourer" - Structure Section.

D. Servicing of Equipment by Operator "On Site"

1. The Operator shall be entitled to his wage rate for the work in accordance with the terms of the "Special Provisions - Labour Conditions".

E. Travelling Time

1. Travelling time will not be subject to the fair wage schedule. The hours and wages or monies paid for travelling time are to be deleted from the wage record of an employee in computing his wage entitlement.

Sect 108 PAYMENT (Cont'd)

108-3 INTERPRETATION OF LABOUR CONDITIONS (Cont'd)

F. Gravel and Chip Spreader - Provincial Zone

1. Employees engaged in this classification of work shall be paid the wage rate for Equipment Operator, class 'B'.

G. Room and Board Allowance

1. The amount of room and board allowance will be negotiated between the employer and employee but in no case will the net amount of wages due to an employee be less than such wages an employee in General Construction work would receive at the minimum wage of \$3.55 per hour and effective October 1, 1981, \$3.75 per hour and overtime at one and one-half times that rate for hours worked in excess of 44 a week and the maximum deduction for Room and Board of \$42.00 per week and effective October 1, 1981, \$46.00 per week, as required by Regulation under the Employment Standards Act.

H. Farm or Industrial Tractors With Attachments

1. The attachment must be power-operated and be an integral part of the tractor.

I. Wage Rates for Students

1. Students employed as FLAGPERSONS or WATCHPERSONS shall be entitled to the wage rate for these classifications.
2. Students performing work in positions that are classified in the Fair Wage Schedule, other than FLAGPERSONS or WATCHPERSONS, shall be entitled to receive the student rate, notwithstanding the rate set out in Schedule for the classification applicable to the work.
3. Students employed for more than three months in a classified position shall be entitled to the wage rate for that classification.
4. Students performing work in positions that are not classified in the Fair Wage Schedule shall be entitled to receive the student rate, regardless of the location of the Contract.

108-4 Inclement Weather

- A. Adequate protection shall be made and precautions taken at times of inclement weather.
- B. Inclement weather or extra work caused by such weather will not be accepted as reason for additional payment.

108-5 Metric Dimensions

- A. Whenever the Contract Documents refer to units in Imperial Dimensions, the unit shall be read in the equivalent S.I. unit shown in the Form of Tender.

108-6 Revision to Form M-100

A. Aggregate Sources List

Where the term "Strip Map" is used throughout this contract, it shall be deemed to be replaced by the new term "Aggregate Sources List".

B. Payment for Extra Work on a Time and Material Basis

1. Sub-section 108-4 of Form M-100 is amended by inserting the following:

EO 81414 SEC SUPPLEMENTARY GENERAL CONDITIONS (MTC)

Sect 108 PAYMENT (Cont'd)

108-6 Revision to Form M-100 (Cont'd)

B. (Cont'd)

2. Payments in respect of payroll burden will be made at the rates current at time of the extra work. The following rates are effective April 1, 1978:

- (i) Road work - 22 per cent of wages and salary
- (ii) Structure work - 24 per cent of wages and salary.

C. Major Item Overruns Exceeding 120%

1. Sub-Section 108-3 of Form M-100 is amended by adding the following paragraph after paragraph 2:

Where the Corporation and the Contractor, under Sub-Section 103-1, clause (a), have not reached agreement, the Corporation will make payment to the Contractor at the contract unit price for the quantity exceeding 120%. Pending completion of negotiations, the holdback will be retained or, if necessary, increased sufficiently to cover the estimated reduction.

D. Plans and Working Drawings

1. Sub-Section 101-7 of Form M-100, definition of "Plans" or "Drawings" is deleted and replaced by the following:

"Plans" or "Drawings" - The terms plans and drawings are used interchangeably and mean any contract plans or contract drawings, or any working plans or working drawings, or any reproductions of plans or drawings pertaining to the work.

2. Sub-Section 101-7 of Form M-100, definition of "Working Plans" or "Working Drawings" is deleted and replaced by the following:

"Working Plans" or "Working Drawings" means any plans or drawings prepared by the Contractor for the execution of the work, which are marked with words "permission to construct" and signed by the Engineer authorizing this permission, and may, without limiting the generality thereof, include falsework plans, roadway protection plans, shop plans or erection diagrams."

3. Sub-Section 104-4 of Form M-100, second paragraph, is deleted and replaced by the following:

The work related to the working drawings shall not proceed until such drawings have been signed by the Engineer and marked with the words "Permission to Construct". One copy of the drawings so marked shall be available at the site at all times. Such permission by the Engineer shall not relieve the Contractor from any responsibility for the adequacy or soundness of such working drawings or for the work they represent."

E. Disposal of Materials Outside Right-of-Way

1. Subsection 101 of Form M-100 is amended by the addition of the following definition:

'Environmentally acceptable manner' - means a manner which complies with the requirements of the Environmental Protection Act SO 1971, Chapter 86, and amendments thereto.

2. Subsection 104-3 of Form M-100 is deleted and replaced by the following:

The Contractor shall make such alterations in his method, equipment and working forces as the Engineer in writing directs if at any time the method or equipment or working forces are found by the Engineer to be unsafe or inadequate to ensure the protection, safety or quality of the work and the protection of the environment, or to ensure a rate of progress sufficient in the opinion of the Engineer to complete the work within the time limited therefore under the contract. Notwithstanding the foregoing, the onus is on the Contractor to ensure that such required

Sect 108 PAYMENT (Cont'd)

108-6 Revision to Form M-100 (Cont'd)

E. 2. (Cont'd)

safety protection, quality of the work, protection of the environment and progress of the work are maintained.

3. The last paragraph of subsection 106.1 of Form M-100 is deleted and replaced by the following:

Where the Contractor uses privately owned or municipally owned lands for pits or waste disposal areas, the Contractor shall provide the Engineer with one copy of a release signed by or on behalf of the owner of each pit or waste disposal area used by the Contractor. Releases shall be made out on standard forms OB-C-9A 80-04 which are available from the Engineer on request. If the said release is not obtained, then sufficient monies will be withheld from the Contractor pursuant to subsection 108-6 except, however, when the owner's signature is withheld solely on the basis of damage, injury, or infringement, it will be dealt with as provided elsewhere in this subsection. The Contractor is responsible for ensuring that the disposal of surplus material is carried out in an environmentally acceptable manner and to the satisfaction of the owner of the land upon which the material is disposed.

SPECIAL PROVISIONS

1. DESCRIPTION

This part covers Special Provisions relevant to MTC Standard and Supplemental Specifications and is to be read in conjunction with the MTC Standard and Supplemental Specifications.

2. CONCRETE MIX DESIGN

Section 904.04.01 of Form 904 is amended in that the Contractor shall be responsible for the mix design in accordance with MTC Form 1350.

3. HEATING AND PROTECTION OF CONCRETE

No separate payment will be made for the heating and protection of concrete. Payment at the Contract prices for placing concrete will be full compensation for all costs of heating, protection and other special measures which may be required for placing concrete in cold and hot weather.

4. SETTING OUT OF THE STRUCTURE

Notwithstanding information as set out elsewhere, the Contractor shall be responsible for setting out, working from Bench Marks and points of reference supplied by the Engineer.

The Contractor shall in setting out, include the preparation of grade sheet, installation of stakes, offsets, site rails and similar operations.

The Contractor shall be responsible for the correctness of the position, levels, dimensions and alignment of the Work, and for the provision of necessary instruments and labour in connection therewith. Checking of the setting out of line or level by the Engineer does not relieve the Contractor of his responsibility for the correctness thereof.

The Contractor shall carefully protect and preserve stakes, lot pins, marks and reference points, and replace them if destroyed or removed.

5. REFERENCES TO SPECIFICATIONS

The following form numbers are now replaced by the new form numbers in brackets:

1310 (1210), 1311 (1211), 1309 (1212), 1304 (1440), 1307 (1441), 401 (301)

Any reference to the replaced numbers shall be deemed to refer to the corresponding new form numbers in brackets.

6. REINFORCING STEEL

Amendment to Form 905

A. Section 905.03 of Form 905 is amended by the addition of the following:

SPECIAL PROVISIONS (Cont'd)
Amendment to Form 905 (Cont'd)

Coated Reinforcing Steel

All tie-wires, chairs and bar supports and other materials used for the installation of the coated reinforcing bars shall be either coated with the powdered epoxy resin or acceptable material at all contact points and within 50 mm of exposed faces or be of an acceptable non-metallic material.

- B. Section 905.04 of Form 905 is amended by the addition of the following:

Coated Reinforcing Steel

All sheared bar ends shall be coated with patching material meeting the requirements of Form 1443 before any rusting occurs and before shipment to the jobsite.

All systems for handling, transporting and storing coated bars shall be such that the coating shall not be damaged. Bar to bar abrasion and excessive sagging shall be prevented. Bars shall not be dropped or dragged and shall be stored on suitable non-metallic supports.

All bars with damaged coating shall be repaired as soon as practical with patching material meeting the requirements of Form 1443. If infrequent or small damaged areas rust before being repaired, the rust shall be completely removed before the areas are repaired. Bars with heavy rusting shall be rejected and removed.

Repairs are not required to hairline cracks in the coating resulting from fabrication when the cracking, is not accompanied by disbondment. Where disbondment does occur, the disbonded material shall be removed prior to patching. Repairs are not required where the damaged area is less than 25 mm² and the sum of all damaged areas in any 300 mm length of bar is less than 2 percent of the bar area. Repairs shall not be carried out when the temperature of the bar and its immediate surroundings is less than 5 degrees C or when moisture is present on the bar.

All damaged areas larger than 25 mm² shall be repaired unless the damaged areas exceed 2 percent in any 300 mm length of bar, in which case the bar shall be rejected and removed.

- C. Section 905.05 of Form 905 is amended by the addition of the following:

Coated Reinforcing Steel

Splices shall only be provided where shown on the contract plans. No other splices will be permitted without written approval of the Engineer. The cutting of coated bars by burning will not be permitted. The placing of the concrete shall be controlled such that the coating of the reinforcing steel is not damaged.

The welding of coated bars shall not be permitted unless approved in writing by the Engineer.

- D. Section 905.09 of Form 905 is amended by the addition of the following:

Coated Reinforcing Steel

No addition to or deduction from the theoretical mass per length of uncoated bar will be made because of the requirements for cleaning and coating of the bars.

- E. Section 905.10 of Form 905 is amended by replacing paragraph two with the following;

SPECIAL PROVISIONS (Cont'd)

Amendment to Form 905 (Cont'd)

Payment at the contract price for the item(s) "Coated Reinforcing Steel" shall be full compensation for all labour, equipment and materials required for:

- a) Supplying coated reinforcing steel, supports and tie-wire
- b) Handling, storing and protecting
- c) Bending and cutting the reinforcing steel where specified
- d) Placing, supporting and tying
- e) Repairing or replacing the coated reinforcing steel
- f) All other work necessary to complete the work

The supply of reinforcing steel at the work site properly stored and protected and in a proper condition for incorporation into the work shall be deemed for progress payment purposes to constitute 75 percent of the work to be carried out under the item(s) Reinforcing Steel, Coated Reinforcing Steel.

7. REMOVAL OF STRUCTURE - ITEM 1

For this contract Form 510 has been amended to include all clearing and grubbing necessary to construct the culvert and the approaches.

Payment of the contract lump sum price shall be full compensation for the Work as specified in clause 510.08 and for all necessary clearing and grubbing as specified in Form 200 Section 201 and 204.

8. EXCAVATION FOR STRUCTURE (EARTH OR ROCK) - ITEM 2

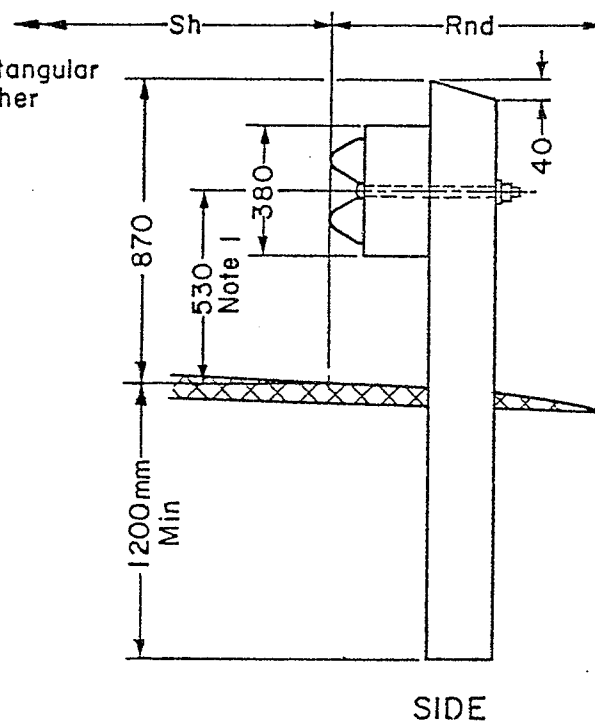
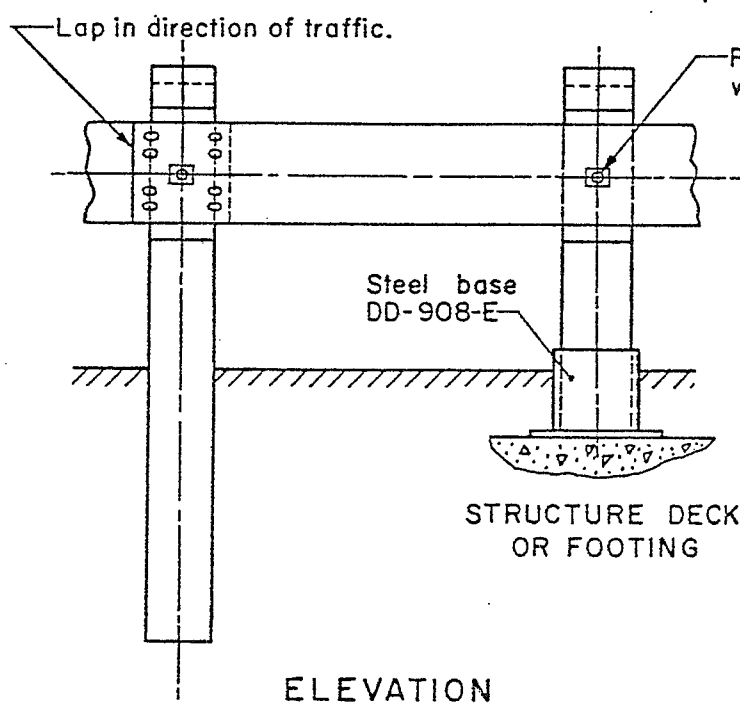
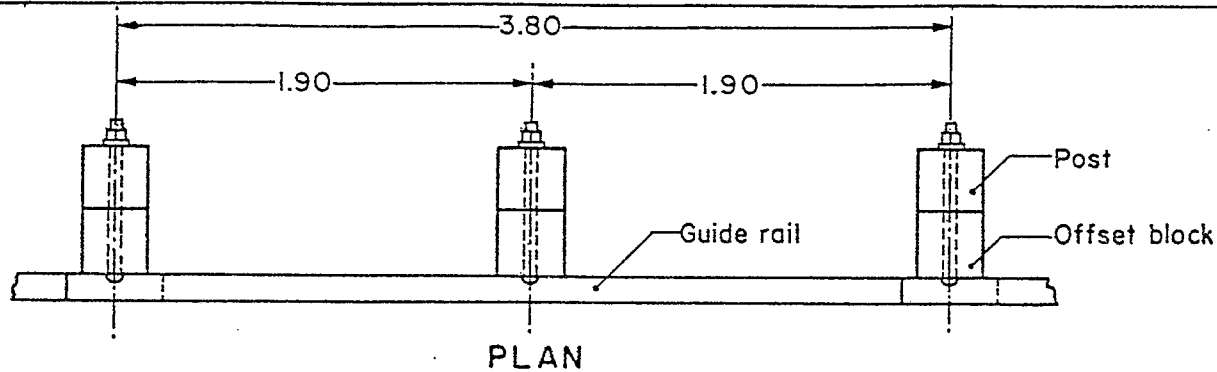
For this contract Form 902 has been amended in that payment for the excavation shall be on a lump sum basis for the Work specified in clause 902.11.01.

9. RANDOM RIP RAP - ITEM 9

For this contract Form 511, clause 511.03.01 has been amended to permit the use of rock fragments measuring not less than 0.02 m.

10. STEEL BEAM GUIDE RAIL - ITEM 10

Payment for the steel beam guide rail shall be as specified in clause 552.05.05 and will include steel fittings and anchorages required to fasten the guide rail posts to the structure.



NOTES:

1 Where guide rail is adjacent to curb, mounting height shall be measured:

- a Vertically at face of guide rail when face of guide rail is more than 300 mm beyond gutter line.
- b Vertically at gutter line when face of guide rail is 300 mm or less beyond gutter line.

A Size 200 x 200 mm nominal, 190 x 190 mm \pm 1.5 mm dressed, tops to have 40 mm chamfer.
Posts to be set by instrument for alignment and grade, with tops parallel to pavement grade.

B To produce an even alignment, shim beam element where necessary.

C This Standard to be read in conjunction with DD-908-A.

D All dimensions are in millimetres or metres unless otherwise specified.

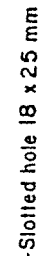
POST BOLT AND HOLE		
Hole dia mm	Post bolt & nut mm	Washer
18	16 x 460	Rect Plate

MINISTRY OF TRANSPORTATION AND COMMUNICATIONS - ONTARIO

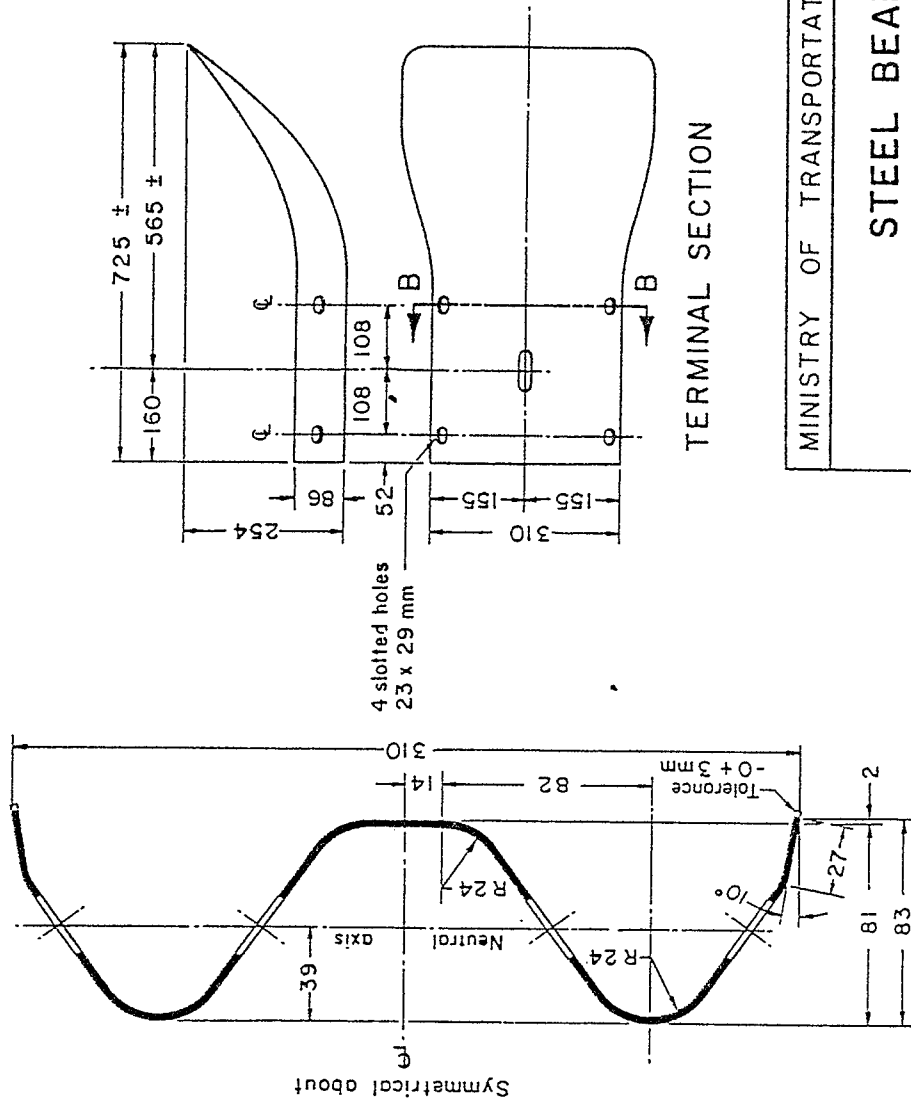
No DD-909-A

STEEL BEAM GUIDE RAIL ASSEMBLY DETAIL SINGLE RAIL

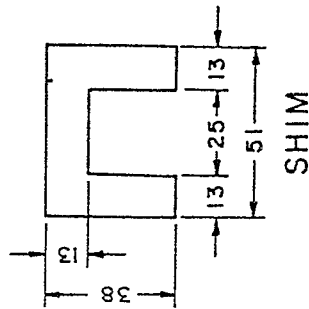
Date	1980 08 01	Rev	1
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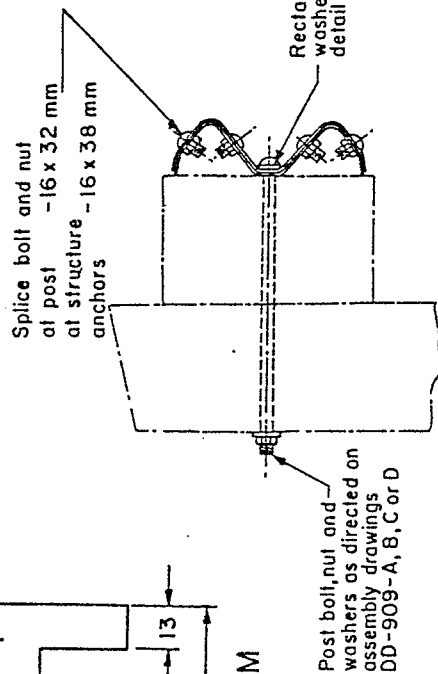
FRONT ELEVATION



ENLARGED SECTION A-A
(Section B - B, similar)



THIS



ARRANGEMENT AT POST

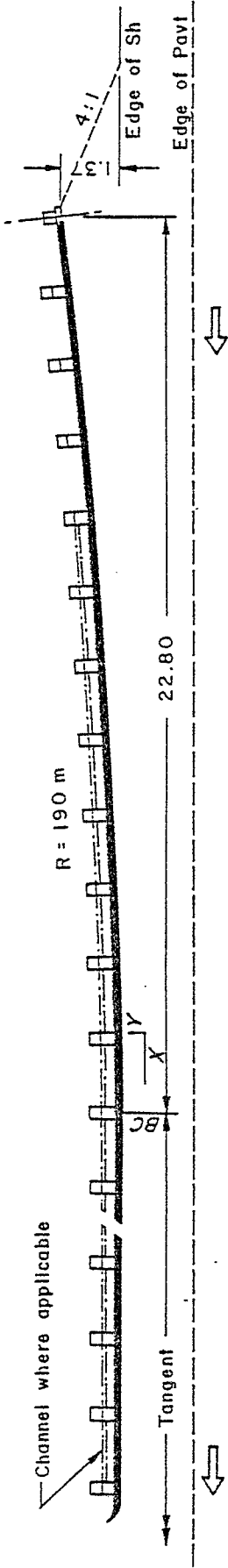
NOTES:

- 1 Thickness of rail to be 2.5 mm, rectangular washer 4.0 mm.
A All dimensions subject to manufacturing tolerances unless otherwise indicated.
B All dimensions are in millimetres or metres unless otherwise specified.

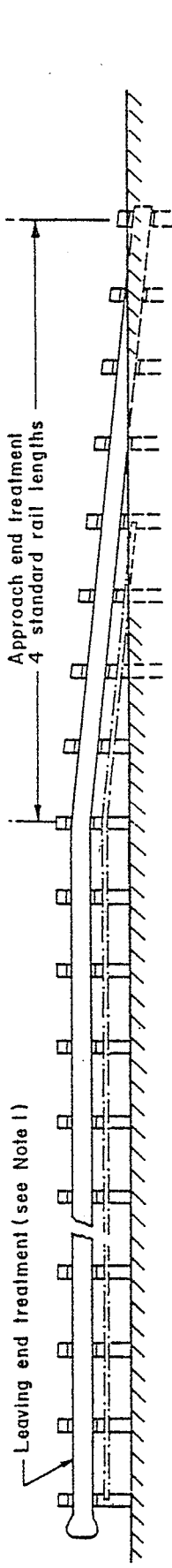
MINISTRY OF TRANSPORTATION AND COMMUNICATIONS - ONTARIO		No DD - 908 - A	
STEEL BEAM GUIDE RAIL		Date	1980 08 01 Rev 1


Director of Design and Construction

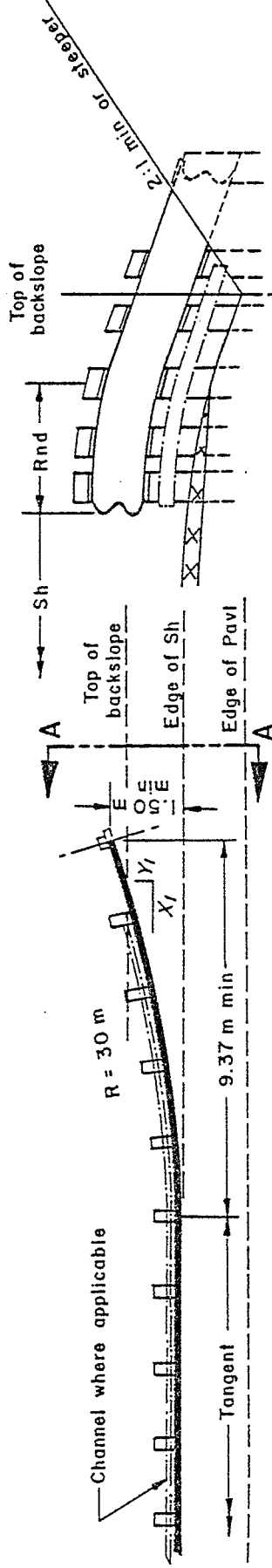
ST OFFSET TABLE	
Fill or cut	
X	Y
1.91	0.01
3.81	0.04
5.71	0.09
7.62	0.15
9.52	0.24
11.42	0.34
13.32	0.47
15.22	0.61
17.12	0.77
19.02	0.95
20.91	1.15
22.80	1.37
ternate cut	
X ₁	Y ₁
1.90	0.06
3.80	0.24
5.68	0.54
7.54	0.96
9.37	1.50
11.16	2.15
12.90	2.92
14.59	3.79
16.23	4.77



PLAN - FILL OR CUT



ELEVATION



PLAN - RESTRICTED CUT

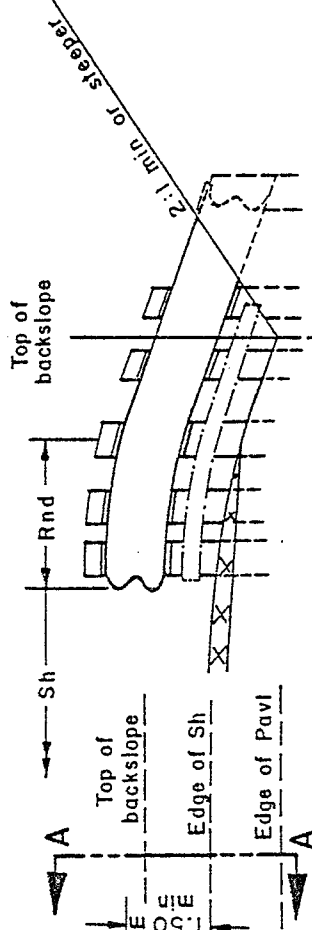
(Distance from face of rail to toe of backslope shall not exceed 1.50 m)

NOTES:

- 1 Leaving end treatment
 - Divided Highways — Guide rail to be left erect as shown
 - Undivided Highways — Guide rail to be flared and buried as per approach end treatment.

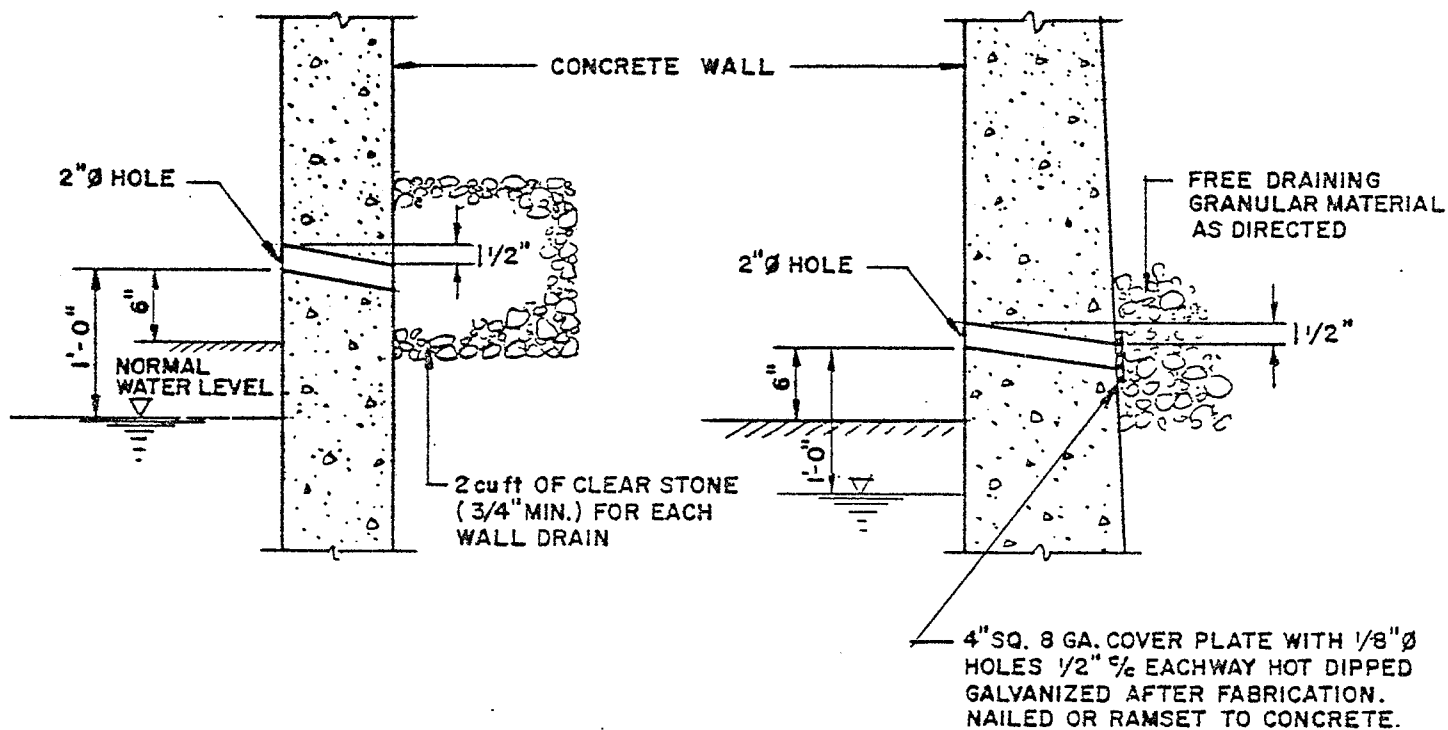
A All lateral dimensions measured from face of rail.

SECTION A - A



- B Straight guide rail panels to be placed to fit arc when radius exceeds 45 m. Curved guide rail panels to be placed to fit arc when radius is 45 m or less.
- C This Standard to be read in conjunction with DD-909-A or B.
- D Cross section must be widened to incorporate terminal end.
- E All dimensions are in millimetres or metres unless otherwise specified.

MINISTRY OF TRANSPORTATION AND COMMUNICATIONS — ONTARIO		No DD-911-A	
STEEL BEAM GUIDE RAIL		Date	Rev
INSTALLATION DETAIL		1980 08 01	1
SINGLE RAIL END TREATMENT		 Director, Design and Construction Branch	



ALTERNATE 'A'

ALTERNATE 'B'

NOTES :

1. 2"Ø HOLES @ 10'-0"Ø EXCEPT WHERE OTHERWISE SHOWN ON CONTRACT DRAWINGS.
2. CORROSIVE SLEEVES SHALL NOT BE USED OR SHALL BE REMOVED AFTER STRIPPING.
3. USE EITHER ALTERNATE 'A' OR 'B' EXCEPT AS OTHERWISE NOTED.

REVISIONS

10 Mar.1976 - Details Added

APPROVED BY

DOT
12/3/76

STANDARD WEEP HOLE DETAIL



Proctor & Redfern Limited
Consulting Engineers
Toronto

DRAWING NO. E-STD.-11-12

REV 1