

## **Section H – General Provisions**

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**Daleview Road Reconstruction  
Contract No. T-2020-04**



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## 1. Contract Drawings

1. Refer to **Section F – Contract Drawings** for the list of Contract Drawings, which form part of the Contract Documents.
2. Additional drawings, showing details in accordance with which work is to be constructed, will be furnished from time to time by the Contract Administrator and will become part of the Contract Drawings.
3. Detail drawings take precedence over general drawings.
4. The location of utilities shown on the Contract Drawings is in accordance with best information available and is not guaranteed. It is the Contractors responsibility to obtain locates for all utilities and provide protection of utilities during construction.
5. The Contractor is to obtain required dimensions not shown on Contract Drawings from the Contract Administrator before proceeding with construction of work.

## 2. Conformity of the Work

1. The Contractor shall perform all work and shall furnish all materials to complete the Work in strict conformance with the Contract Documents as defined in GC 1.04.
2. The Ontario Provincial Standard Specifications (OPSS) form part of the Contract Documents but are not reproduced herein. Wherever in the Contract, reference is made to the General Conditions, GC; it shall be interpreted as meaning the OPS General Conditions of Contract (OPSS MUNI 100, November 2019). The Contractor is responsible for obtaining and having on site a current issue of the OPSS.

## 3. Regulatory Requirements and Permits

1. The Contractor shall obey all Local, Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws, which could in any way pertain to the work outlined in the Contract or to the employees of the Contractor.
2. The Works shall be in conformance with the following permits, approvals or third party agreements.

### 3.1 Owner Provided Permits

1. There are no Owner provided permits.
2. Any fees associated to Owner provided permits, which require renewal, in the event of a Contractor, caused delay, will be the responsibility of the Contractor.

### 3.2 Contractor Provided Permits

1. The following permits may be required to be obtained by the Contractor and are not limited to;
  - o General specification for the management of excess material in accordance with OPSS 180
2. Any fees associated to the Contractor provided permits will be the responsibility of the Contractor including costs associated with any permit renewals that may be required.

## 4. Project Schedule and Contract Time

1. It is expected that the Contract Administrator will issue a written order to commence the work as per GC 7.01.02 on or about **June 30 2020**.
2. The Contractor shall meet the following milestones and demonstrate achievement in the Preliminary Project Schedule:
  - a. Contractor is to commence the Work by July 6, 2020,
3. The Contractor shall make the application in the form provided in **Section I – Form of Substantial Performance** as indicated in GC 8.02.04.04 no later than **October 30, 2020**.
4. If the Contract time as specified above, is not sufficient to permit Completion of the Works 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 ensure that the work will be completed within the Contract Time specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the bid price for the various items of work and no additional compensation will be therefore allowed.
5. If paving activities (either base or top asphalt) are not complete by October 31<sup>st</sup>, the authorization to proceed with paving will be at the discretion of the Geotechnical Engineer and Contract Administrator. The Contractor must schedule accordingly.
6. The Contractor shall make the application in the form provided in **Section I – Form of Completion** as indicated in GC 8.02.04.06 no later than **November 30, 2020**.
7. Final Acceptance as defined in GC 1.06.

## 5. Work Restrictions

1. The Contractor can carry out the Work, between the hours of 7:00am to 9:00pm from Monday to Saturday, excluding Sunday and Statutory Holidays.
2. No other working hours are permitted unless otherwise approved by the Owner, and/or the Contract Administrator.
3. The loading and unloading of supplies, materials, equipment and the refueling or repairs of equipment must be carried out during the above noted hours, unless otherwise approved by the Owner and/or Contract Administrator.

## 6. Insurance

1. In accordance with GC 6.03, the Contractor shall provide Commercial General Liability and Automobile Insurance.
2. The Contractor shall provide proof of insurance within 10 calendar days after Contract execution.
3. The Contractor shall provide Commercial General Liability Insurance on an occurrence basis for third party bodily injury, personal injury, and property damage with a minimum inclusive limit of \$5,000,000.00 per occurrence with \$2,000,000.00 products and completed operations aggregate.
4. The Contractor shall name the following as additional insured under the General Liability policy;
  - a. The Township of Douro-Dummer
  - b. D.M. Wills Associates Limited

## 7. Plan Quantity Items

1. Measurement for payment of the Items designated (P) in the Form of Tender is by plan quantity, as may be revised by adjusted plan quantity at the discretion of the Contract Administrator.

## 8. Variations in Tender Quantities

1. GC.8.01.02 (a) is amended as follows:
  - a. The last sentence beginning "Alternatively" and ending "paid" is deleted in its entirety, and replaced by, "The Owner shall not be liable to the Contractor for loss of anticipated profit".

## 9. Price for the Work

1. In addition to GC 8.02.02, the Contractor acknowledges and agrees the price for the work includes any inflation or escalation for duration of the specified Contact Time. No additional compensation will be consider.

## 10. Payments

1. Except as herein provided, payments under this Contract will be made in accordance with GC8.02.04.
2. The Contractor shall submit draft quantities for each progress payment application, five (5) days prior to the first (1<sup>st</sup>) day of each month for review and recommendation for payment by the Contract Administrator.
3. A proper invoice shall be submitted to the Contract Administrator after agreement of quantities has been provided, and shall be in accordance with the Construction Act Part I.1 (s 6.1). A proper invoice shall only be considered when the following conditions have been met;
  - a. The Contract Administrator has agreed to the invoice quantities;
  - b. A current WSIB Clearance Certificate has been received;
  - c. A Statutory Declaration has been received; and,
  - d. An updated construction Schedule identifying the critical path of the project has been received.
4. Should the Contract Administrator disagree with any part of the proper invoice for any reason, a Notice of Dispute will be submitted in accordance with the Construction Act (s 6.4).
5. All interim monthly certificates are not conclusive as to the value or quality of services provided and payment certificates are subject to reopening and readjustment.
6. The Owner shall have the right to withhold from any sum otherwise payable to the Contractor such amount as may be sufficient to remedy any defect or deficiency in the work pending correction of it.

## 11. Warranty Holdback and Payment

1. GC7.16.02, is hereby revised by the addition of the following, "...the Contractor shall correct promptly or provide a schedule for correction, within 5 working days of written notification, at no additional cost to the Owner,..."
2. A holdback, the Warranty Holdback, will be applied to the contract amount that is separate from the Statutory Holdback amounts under the Construction Act and without prejudice to any other rights the Owner may have at law, in equity or in contract. Beginning with and continuing for all amounts in excess of 98% of

the final Contract Amount, the Owner will retain from payment an amount equal to 2% of the Contract Amount. This amount shall be held by the Owner as a surety for the timely and complete correction by the Contractor, defects identified by the Owner during the period associated with the Warranty as described in GC 7.16.

3. In the event the Contractor fails to comply promptly with GC 7.16 or any other obligations under the Contract, the Owner may make arrangements for the performance of any necessary work in relation to the Contractor's obligations under the Contract, and may recover the costs from the Warranty Holdback funds.
4. The Warranty Holdback, less any deductions made therefrom as required, will be paid to the Contractor upon the expiration of the later of the Warranty Period and Final Acceptance. Interest upon retained amounts shall accrue to the benefit of the Owner.

## **12. Health and Safety**

1. The Contractor shall submit a copy of their Health and Safety Policy.
2. The Contractor shall strictly adhere to the safety requirements of all governing authorities specifically the Occupational Health and Safety Act of Ontario and Construction Regulation.
3. Should governing authorities issue a notice/directive, immediate corrective measures shall be taken by the Contractor. A copy of the notice/directive shall be transmitted to the Contract Administrator immediately.
4. The Contractor shall report to the Contract Administrator within 48hrs, all accidents involving personal injury or property damage, that occur in connection with the Work. A written report/investigation shall be provided within 10 days, outlining the events of the incident and steps for remediation to avoid future incidents of such nature.
5. The Contractor shall provide at the site, the equipment and medical facilities necessary to supply first aid service to anyone who may be injured in connection with the Work, and conform to the requirements of the authorities having jurisdiction over the Work.
6. Prior to commencement of work, the Contractor shall provide, to the Contract Administrator, a list of such products controlled under WHMIS which is expected to be used for execution of the Work. Related Material Safety Data Sheets shall accompany the submission. All containers used in the application of products controlled under WHMIS shall be properly labelled.

## 12.1 Confined Space

1. In addition to GC7.01.04, the following documentation is required to be submitted prior to construction to the Contract Administrator and clearly posted during construction:
  - a. Detailed written procedures addressing the confined space requirements of the Occupational Health and Safety Act and Ontario Regulations for construction projects, Ontario Regulation 213 / 91, shall be clearly posted at the project site and available to all personnel, including the Contractor's workers, Owner's staff, Contract Administrator, and MOL inspectors.
  - b. The procedures must include the rescue procedures to be followed during a rescue or evacuation of all personnel from an unsafe condition or in the event of personal injury.
  - c. The Contractor shall have personnel trained in rescue procedures readily available on site.

## 13. Property Owner Construction Notice

1. The Contractor shall prepare a draft construction notice identifying the project scope, schedule, and impacts to the residents and providing contact information for the Contractors personnel prior to the start of any onsite activities.
2. The Contractors notice shall be submitted to the Contract Administrator for review and comment, at least two (2) weeks prior to distribution by the Municipality.
3. The cost for preparation of the notice shall be deemed to be included in the various contract items.

## 14. Entry onto Private Property

1. The Contractor shall not enter private property, or property, which is to be acquired to construct the works, without the prior consent of the Contract Administrator. This requirement will be strictly enforced.
2. Upon completion of the Contract, the Contractor shall provide the Owner with two (2) copies of the form **Section I – Property Owner's Release of Privately Owned Land** signed by each property owner, upon whose land he/she has entered for any purpose in conjunction with the Contract.

## 15. Restrictions on Open Burning

1. Open fires will not be permitted within the limits of this Contract. Brush and debris may as an alternative to burning, be disposed of outside the Contract Limits and



in compliance with the requirements specified elsewhere for Management and Disposal of Excess Material.

## **16. Spill Response and Reporting**

1. A Response Plan shall be developed that will be implemented immediately in the event of a sediment release or spill of a deleterious substance. The response plan shall be submitted to the Contractor Administrator, prior to any onsite construction activities.
2. An emergency spill response kit, including the appropriate absorbency materials, shall be on site at all times. Proper containment, clean up and reporting, in accordance with provincial requirements, is required.
3. Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the Contract Administrator. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1990.
4. All spills or discharges of liquid, other than accumulated rain water, from luminaires, internally illuminated signs, lamps, and liquid type transformers under the control of the Contractor, and all spills or discharges for this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the Contract, be assumed to contain PCB's and shall forthwith be reported to the Contract Administrator.
5. This reporting will not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.

## **17. Environmental Protection Plan**

1. If, in the opinion of the Contract Administrator or Approving Authorities, the Contractor is not fulfilling the conditions and requirements of the Environmental Protection Plan as described herein, the Contract Administrator or Approving Agency has the right to stop the Contractor's operation and / or work, at any time, until the deficiency or default has been resolved to their satisfaction. Compensation to the Contractor for any delays incurred as a result of this stoppage of work will not be considered.

### **17.1 Equipment and Operation**

1. The Contractor shall control equipment and operations to limit disruption to the watercourse and surrounding areas the greatest extent possible. Control measures shall include, but not be limited to, the following requirements:

- a. Equipment shall arrive at the site sufficiently clean such that the Contract Administrator may confirm that no invasive species or noxious weeds are transported onto the site by equipment.
- b. Equipment shall arrive on site in good repair and shall be regularly inspected and maintained by the Contractor throughout the duration of the contract to ensure that it remains free of fluid leaks.
- c. Equipment shall not work in watercourses where the Contract documentation and drawings do not indicate work to be completed within the watercourse. Under no circumstances shall equipment be permitted to travel in an active watercourse.
- d. Where Contract documentation and drawings indicate work to be completed within or adjacent to the active watercourse, operations shall be kept to a minimum and be completed in an organized and efficient manner such that the overall duration is minimized.
- e. Restoration of disturbed areas shall be completed immediately following the disturbance of an area regardless of whether it is vegetation, hard surfaces, watercourse surfaces or embankment surfaces.
- f. Storage, maintenance, and cleaning of equipment shall be performed a minimum of 30 m away from the active watercourse and above the high water mark.
- g. Storage of fuel tanks and refueling operations shall be performed a minimum of 30 m away from the active watercourse and above the high water mark. All fuel tanks shall be sound, leak free and where necessary certified by the required authority.
- h. Bio hazardous, Corrosive and / or toxic materials shall be stored, at a minimum, of 30 m away from the active watercourse and above the high water mark. Regulated materials shall be handled and used in accordance with applicable regulations. Quantities of these materials on site at any time shall be the minimum deemed required to carry out this Contract.
- i. A procedure for interception, clean-up, proper disposal and reporting of spills shall be in place prior to the commencement of the work and subject to review by the Contract Administrator and other Approving Authorities (i.e. MECP, Conservation Authority, DFO, MNR). Materials and equipment required to facilitate spill clean-up shall be readily available and appropriately stored on-site prior to the commencement of work. All spills shall be reported to the Contract Administrator immediately.

## 17.2 Dewatering

1. All work, unless otherwise specified, shall be completed in the dry (i.e. no impact to the active watercourse) through the use of staging, dewatering structures

and/or pumping operations. Dewatering operations shall include, but not be limited to, the following requirements:

- a. If dewatering is required, a dewatering plan shall be provided to the Contract Administrator for review and comment prior to dewatering activities.
- b. The water shall be pumped into a sedimentation pond, silt bag, or diffused onto vegetated areas a minimum of 30 meters from a watercourse and not pumped directly into the watercourse.
- c. Dewatering structures shall ensure that flow is maintained through the site without impact to water quality or quantity in the watercourse upstream or downstream of the project limits.
- a. Dewatering structures' configuration, capacity, material and / or equipment shall be subject to approval by the Contract Administrator and other Approving Authority (i.e. Conservation Authority, DFO, MNR), prior to implementation.
- b. Dewatering structures shall be constructed with clean, non-erodible materials.

## **18. Erosion Control**

1. The Contractor shall control operations to prevent migration of entry of deleterious material to the watercourse. Deleterious material is regarded as any material foreign to the active watercourse such as topsoil, silt and sand, laden water, sand, debris, airborne materials, etc. Control measures shall include, but not be limited to, the following requirements:
  - a. Sediment and erosion control devices shall be in place prior to the commencement of work.
  - b. Sediment and erosion control devices shall be maintained for the duration of the work to ensure they are active and working appropriately.
  - c. Loose and erodible debris created by (or stored for) construction shall be kept a minimum of 30 m away from the active watercourse and above the high water mark.
  - d. All effluent from excavation unwatering shall be immediately discharged to an approved settling basin and / or a filtration bag. The effluent shall be processed prior to re-entry to the watercourse or surrounding area.
  - e. Deleterious material captured through the use of sediment and erosion control devices and settling / filtration basins shall be cleaned out on a regular basis. Material cleaned from these devices shall be disposed of, off-site.

- f. Erosion and Sedimentation control measures shall be monitored on a daily basis by the Contractor and all necessary adjustments and maintenance must be completed immediately to the satisfaction of the Contract Administrator. No additional payment will be made for maintenance of erosion and sedimentation control measures.
- g. Erosion and sediment control measures and structures should be repaired, if damage occurs.
- h. Non-biodegradable erosion and sediment control materials are to be removed after all disturbed ground has been permanently stabilized.

## **19. Disposal of Surplus or Unsuitable Material**

1. Materials which are either unsuitable or surplus to the requirements of the Contract and which are to be disposed of shall be disposed of off-site or as determined by the Contractor prior to any disposal.
2. Disposal shall be such as not to be unsightly or potentially unsightly when viewed from public roadways, shall be carried out in an environmentally acceptable manner, and shall avoid any environmentally sensitive areas identified in the Contract.
3. The Contractor shall provide a release signed by the property owner for the disposed materials and in accordance with OPSS 180.
4. All necessary documentation and any other required permits pertaining to disposal of excess material must be completed by the Contractor and submitted to the Contract Administrator prior to any material being disposed off site.
5. Contractor to note the requirement as stipulated in Municipal By-Law if any.

## **20. Excess and On-Site Soil Management**

1. Soil shall be defined as “unconsolidated naturally occurring mineral particles and other naturally occurring material resulting from the natural breakdown of rock or organic matter by physical, chemical or biological processes that are smaller than 2 millimetres in size or that pass the US#10 sieve” (Ontario Regulation 153/04, Records of Site Condition Part XV.1 of the Act).
2. Excess and on-site soil management must meet all applicable legal requirements that include provisions under the Environmental Protection Act (EPA), Ontario Water Resources Act (OWRA), Planning Act and the Municipal Act.
3. Excess and on-site soil management must be overseen and approved by a Qualified Person (QP), as defined under Ontario Regulation 153/04.
4. Excess and on-site soil shall be managed on the basis of the following documents, regulations and by-laws where applicable:

- a. Management of Excess Soil – A Guide for Best Management Practices (PIBS 9603e), published April 5, 2016 and updated April 4, 2020.
  - b. Ontario Regulation 153/04, Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act, dated April 15, 2011. To be used when importing soil to a Record of Site Condition Property as defined in the Regulation.
  - c. Municipal by-laws established by their jurisdiction.
5. Excess soil to be moved off-site should be managed on the basis of the following Ontario Ministry of Environment, Conservation and Parks (MECP) Regulations on the date ratified by MECP:
- a. MECP On-Site and Excess Soil Management Regulations (DRAFT);
  - b. MECP Rules for On-Site and Excess Soil Management (DRAFT);
  - c. Amendments to Ontario Regulation 153/04 (DRAFT); and,
  - d. Amendments to Ontario Regulation 347 (DRAFT).
6. If required, an excess soils and management plan shall be provided to the Contract Administrator for review and comment prior to earthwork activities

## **21. Traffic Control & Temporary Signage**

1. In accordance with GC 7.06, the Contactor is responsible for the supply, erection, maintenance and subsequent removal of all temporary traffic control devices, including signs, lights, barricades, delineators, cones, etc., required for the work.
2. Flagging for traffic control shall be in conformance with the procedure outlined in OTM Book 7 (Ontario Traffic Manual), and as per the requirements of the Occupational Health and Safety Act Reg. 213/91 and 145/00.
3. A Traffic Control Plan, in accordance with the latest edition of the "OTM Book 7", shall be submitted by the Contractor, indicating all traffic signage, type and layout, in a neat legible manner, for review by the Contract Administrator a minimum of two weeks prior to construction commencement.
4. Revisions to the Traffic Control Plan shall be made to reflect ongoing changes on the project as needed and shall be reviewed by the Contract Administrator.
5. Traffic controls shall be operational before work affecting traffic begins.
6. The Contractor is responsible for road closure notification for emergency services and coordination of the Works.
7. Safe pedestrian access to residences and or businesses shall be maintained at all times.

## 22. Utilities

1. GC2.01.01 and GC7.13.02 are deleted in their entirety and are replaced by the following:
  - a. The Contractor shall be responsible for the protection of all utilities at the job site during the time of construction in accordance with OPS MUNI 491.
  - b. The location and depth of underground utilities shown on the Contract Drawings are based on preliminary investigations made by the Owner and therefore the accuracy cannot be guaranteed. It is, however, the Contractor's responsibility to contact the appropriate agencies for further information in regards to the exact location of all utilities, to exercise the necessary care in construction operations and to take such other precautions as are necessary to safeguard the utilities from damage.
  - c. The Contractor is responsible for verification of the location and type of other utilities within the Contract limits and which may be encountered during construction.
  - d. In the event a utility is identified that was not included on the Contract Drawings, the Contractor shall notify the Contract Administrator with 48 hours.
  - e. The Contractor shall be responsible for supporting relocation of all existing utilities within the Contract Limits, including co-ordination with the required utility stakeholder authorities.

## 23. Layout

1. The Contractor shall be responsible for all layout required to facilitate the construction of this Contract.
2. With the exception of the referenced Local Control points specifically provided in the Contract Drawings, no elevation within the Contract Drawings are to be used as a reference for layout.
3. Local Control Points, Monuments, Property Monuments, and benchmarks shall be inventoried in the form provided in **Section I - Monument Inventory Report**.
4. In addition to GC7.02.04, the replacement by an OLS Surveyor will be at the sole expense of the Contractor.
5. In addition to GC7.02.09, it shall be the Contractor's responsibility to use the Local Control points as specified on the Contract Drawings. The use of an incorrect control point by the Contractor, that results in deficient work, either in vertical or horizontal alignment, shall be corrected by the Contractor at the sole expense of the Contractor.

## **24. Security**

1. The Contractor shall be responsible for the security of the Work or any such materials required for the Work, until all such Work has been completed and accepted.
2. The Contractor shall take all necessary precautions to ensure that the project site does not pose a hazard to the public for the duration of the project. Appropriate safety and warning signs must be posted. All such security measures shall be removed from the site at the completion of the project.
3. The cost of providing site security shall be deemed to be included in the Contractor's bid price for the various construction items and no additional payments will be made for such works and provisions.

## **25. Dust Control**

1. The Contractor shall take all measures necessary to control dust, debris and mud to the satisfaction of the Contract Administrator. The cost of these measures shall be included in the various unit prices Bid and no separate payment shall be made for this work.
2. As part of the Work required the Contractor shall take such steps as may be required to prevent dust and mud nuisance resulting from their operations either within the right-of-way or elsewhere or by public traffic where it is the Contractors responsibility to maintain a roadway through the Work.
3. 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.
4. It shall be the Contractor's responsibility to remove, as required, any mud or other debris being tracked onto the road surface as a result of the construction traffic.

## **26. Tree Protection**

1. During Construction, the Contractor shall not:
  - a. Remove any trees without the prior approval of the Contract Administrator.
  - b. Stockpile construction or excavation material on lawn areas or within the dripline of trees.
  - c. Re-fueling of construction equipment shall not occur within the vicinity of trees. All re-fueling shall be undertaken in a designated area.

- d. The Contractor is advised that no part of any tree shall be permitted to be cut during construction, for any reason unless otherwise directed.
- e. Injury to any portion of trees caused by the Contractor's operations will be treated as directed by an appointed arborist, with acceptable wood treatment. This work shall be done by the arborist or a commercial tree care expert, at the Contractor's sole expense including any investigative work required by an appointed arborist.
- f. The Contractor shall notify the Contract Administrator in the event injury is caused to a tree and/or the root system.

## **27. Maintaining Access to Private Property during Construction**

1. Access to private properties, buildings, driveways, lanes must be provided at all times.
2. Every attempt must be made to provide access to private properties.
3. During the evening and weekend periods, traffic is to be permitted on the roadway. Appropriate signage required shall be included in the Traffic plan.
4. The Contractor will be required to schedule work and construct necessary temporary works to ensure the requirement for access is met.
5. All costs anticipated for compliance shall be included.

## **28. Garbage Collection and Mail Delivery**

1. The Contractor will be responsible for ensuring that garbage collection, including recyclables, is maintained and, when necessary, the Contractor shall arrange directly with the collecting agency to permit and coordinate pick-up.
2. The Contractor shall ensure that Canada Post employees have daily access to properties for mail delivery services at all times.

## **29. Construction Noise**

1. Contractors are advised that construction operations shall be undertaken recognizing the restrictions imposed by Municipal By-law.

## **30. Quality Assurance / Quality Control**

1. The Contractor shall be responsible for establishing Quality Control procedures.
2. Quality Assurance and third party testing will be the responsibility of the Owner.



### **31. Compaction Requirements**

1. All compaction shall be in accordance with OPSS MUNI. 501 except as amended in Method A. Method A shall be utilized and modified as follows:
  - a. All backfill material under road surface and driveways shall be compacted to 100% MDD; and,
  - b. All backfill material in landscaped areas shall be compacted to 98% MDD.
2. Compaction tests to be taken randomly on all facets related to OPSS MUNI. 501 of the required Contract. Any areas, where the tests do not meet the specified degree of compaction, those areas shall be excavated, replaced, and re-compacted at the Contractor's expense as directed by the Geotechnical Engineer.

### **32. Inspection of Works**

1. The Contractor shall be responsible for informing the Contract Administrator a minimum of two business days in advance of the following activities in order to arrange for the proper inspection of the related construction activities. If the Contractor does not provide the required notice, the Contractor may be required to undertake additional works to permit the Contract Administrator to inspect and/or verify that the works have been properly constructed, at the sole cost to the Contractor.
  - a. Provide advance notification of the servicing Contractor's mobilization date on site and proposed construction schedule;
  - b. Provide contact information for the servicing Contractor's site representative;
  - c. Prior to the connection of new works to existing works;
  - d. Prior to placement of any Manhole, Catchbasin, or any other related structures;
  - e. Prior to asphalt placement;
  - f. Prior to any concrete placement; and,
  - g. Prior to the demobilization of the servicing contractor from the site.

### **33. Submittals**

1. The Contractor shall submit to the Contract Administrator all shop drawings, requested plans and procedures as required, in order to make clear the work proposed. The Contractor shall make any necessary changes to the documents as requested by the Contract Administrator.
2. When submitting such drawings, the Contractor shall notify the Contract Administrator in writing of all respects in which such drawings differ from the

requirements of the Contract or from previously notified requirements of the Contract Administrator.

3. The Contract Administrator's review of such drawings shall not be construed as approval of such differences unless the Contractor has complied with the preceding sentence hereof and unless the Contract Administrator has specifically approved such differences in writing.
4. The Contract Administrator's review of such drawings shall not relieve the Contractor from responsibility for the correctness of the drawings or the adequacy of the details shown on the drawings.
5. Work shall not be carried out before the Contract Administrator's review and return of the submitted documents.
6. All submittals subject to Contract Administration review, include but not limited to:
  - a. Requests For Information (RFI)
  - b. Contemplated Change Notice (CCN)
  - c. Shop Drawings
  - d. Aggregate material, Concrete and Asphalt Mix designs
  - e. Traffic Control Plans
  - f. Dewatering Plans
  - g. Erosion and Sediment Control Monitoring Logs
7. The review period required by the Contract Administrator to provide a response will be up to and including five (5) business days. In the event additional review time is required, the Contractor Administrator will notify the Contractor.
8. There will be no additional compensation or additional time added to the contract for this this review period to be completed as set out above.
9. The response does not constitute an extension of time nor does it constitute extra work.
10. Any change request for scope, cost or time, must be approved by the Contact Administrator and/or the Owner, in the form of an approved Change Order (CO). All work completed without the prior approval of an executed Change Order, is completed at the Contractors risk.

### **34. Deliverables**

1. Prior to the Pre-Construction meeting, the Contractor must submit to the Owner:
  - a. The Labour and Material Bond required by the Contract Documents;
  - b. The Performance Bond required by the Contract Documents;

- c. Certificates of insurance evidencing that the insurance policies and coverages required by the Contract Documents are in place. Both the Owner and the Contract Administrator shall be named as additional insureds;
  - d. A current WSIB clearance certificate;
  - e. The Contractor's health and safety policy for the Project;
  - f. A copy of the notice of project filed with the Ministry of Labour naming the Contractor as the Constructor for the Project; and,
  - g. A preliminary construction schedule for discussion at the Pre-Construction meeting.
2. Prior to site mobilization, the Contractor shall submit to the Owner:
- a. Construction Notification letters to Landowners in accordance with Section 13 above.
  - b. A list of products controlled under WHMIS on this project.
  - c. Detailed Project Schedule;
  - d. Emergency Response and Spill Plan
  - e. Dewatering Plan (if required)
  - f. Material Sources, Tests and Mix Designs

### **34.1 Project Schedule**

1. Within 15 days of the pre-construction meeting and prior to site mobilization, the Contractor shall provide a detailed Schedule identifying the project critical path and in conformance with GC 7.01.07.
2. The Contract Administrator and Owner shall review the schedule for general conformance and acceptance and provide any written comments within 10 days of receipt. The Contractor shall complete any adjustments required prior to Payment Application #2 to establish the project baseline schedule.
3. Monthly updated schedules must be submitted each month with each Payment Application starting with Payment Application #2 for payment consideration.

### **34.2 As-Built Drawings**

1. Throughout construction, the Contractor shall collect field records and keep As-Built drawings. The As-Built drawings shall include and are not limited to the following:
  - a. Any horizontal, vertical alignment or material deviations from the approved plans and specifications for any of the Works.

- b. Any additional utilities or features that were not noted on the Contract Drawings.
  - c. Sewer structure invert and top of grate elevations.
  - d. Invert elevations of Individual storm services at the property line, with reference to the Lot or Block number for which the service pertains. Records, shall be submitted in the form of an AutoCAD point file along with a completed **Section I – Sewer Service Lateral Data Sheet** prior to application for Substantial Performance, refer to **Section I – Form of Substantial Performance**.
2. The Contractor shall allow the Contract Administrator to review all records and redlined drawings throughout construction upon request from the Contract Administrator.
  3. Following the completion of the Works, the Contractor shall submit all As-Built drawings to the Contract Administrator prior to application of Substantial Performance. Refer to **Section I – Form of Substantial Performance**

### **35. Site Meetings**

1. The Contractor shall attend the Pre-construction meeting anticipated to be held in early July.
2. Monthly progress meetings are anticipated for the duration of the project.