

The Corporation of the Town of Deep River
Contract No.: 2022-RFT-002

**DEEP RIVER WATER TOWER REHABILITATION
in the Town of Deep River, Ontario.**

CONTENTS

CONTRACT DOCUMENTS

Information for Tenderers

Form of Tender

Special Provisions

General Conditions of Contract

Standard and Contract Forms

Form of Agreement
Performance and Maintenance Bond
Labour and Materials Payment Bond
Certificate of Insurance
Specification for All Risk Insurance

Technical Specifications

Division 1	General Requirements
Division 2	Site Works
Division 13	Special Construction

Contract Drawings (separate cover)

Appendices

Appendix A – As built Drawings

Appendix B – Water Tower Coating Lead Test Results

Appendix C – Photo Log

Appendix D – Safety Code 6 Report

Appendix E – PW Makar Coating and Lining Assessment Report

INFORMATION FOR TENDERERS
THE CORPORATION OF THE TOWN OF DEEP RIVER
CONTRACT 2022-RFT-002
DEEP RIVER WATER TOWER REHABILITATION
CIMA PROJECT A001231

**The Corporation of the Town of Deep River
Information for Tenderers
Contract 2022-RFT-002**

IT-1

1. TENDER PREQUALIFICATION

The following Contractors have been prequalified for Contract 2022-RFT-002, Deep River Water Tower Rehabilitation Project through the Deep River Water Tower Prequalification process:

1. BGL Contractors Corp.
2. Landmark Municipal Services ULC.
3. JDCMI Inc.

Only bids from prequalified tenders will be accepted for this Tender.

2. SUBMISSION OF TENDERS

The Tenderer must submit their tender to dmccarthy@deeperiver.ca on or before **1330 hours** (local time) on **Wednesday, April 20, 2022**. Late tenders will not be accepted by the Town.

Each Tenderer must electronically submit the following .pdf files:

File Label	Contents of File
Tender	Completed Form of Tender (Pages FT4 – FT16) – signed and sealed
WSIB	Current WSIB Certificate or Proof of Independent Operator Status
Insurance	Current Insurance Certificate, as per Information for Tenderers, Section 20
Bond	Scanned copy of bid bond or certified cheque or bank draft <u>OR</u>
eBond	eBond

NOTES: Bidder is only required to submit either a bond or eBond – but not both.

Tender documents are not assignable. The Town of Deep River may refuse to accept any documents which are being submitted by a party that did not receive the original Tender from the Corporation, directly. It is the responsibility of the Bidder to ensure they receive the package from the Corporation and to inform the Purchasing Officer if they have obtained the package through other means.

Tenders shall be submitted on the Form of Tender supplied herewith and shall be complete with Schedule of Items and Prices, Agreement to Bond, List of proposed major sub-contractors. All blank spaces shall be filled in and the total tendered amount shall be stated in both words and figures.

3. DEPOSIT TO BE SUBMITTED WITH TENDER

Tender Security can be provided in the form of Bid Bonds, Letters of Credit, Cash or Certified Cheque:

- Bid Bonds are to be provided at 10% of the Total Contract Price, rounding up to the nearest cent.
- Letters of Credit or Cash or Certified Cheque or Bank Draft are to be provided at a minimum of 10% of the Total Contract Price or the specified amount, whichever is greater, rounding up to the nearest cent.

The deposit of the successful Bidder and the second Bidder will be retained until the Agreement has been signed and sealed, with appropriate ancillary documentation.

4. EVALUATION CRITERIA

The following criteria form the basis upon which the evaluation of Tenders will be made:

Cost	100%
------	------

5. TENDER DOCUMENTS

The Tenderer shall verify that these Tender Documents are complete and assume responsibility for documents as received. Any discrepancies noted in the Tender set should be reported to the Engineer.

6. ADDENDA

Where a request results in a change or a clarification to the tender, the Town of Deep River will prepare and issue an Addendum to this tender. The Town of Deep River will make every effort to not issue an addendum within the forty-eight (48) hours prior to closing - not including Saturdays, Sundays and Statutory Holidays observed by the Town of Deep River for regular business hours.

All Tenderers are solely responsible to monitor the Town's website for all Addenda and are therefore also solely responsible for submitting complete new bids acknowledging any said Addendum prior to the closing date and time of the bid solicitation.

FAILURE TO ACKNOWLEDGE ALL ISSUED ADDENDA SHALL RESULT IN THE TENDER BEING REJECTED.

7. CONTACTS

If a Bidder needs to address any discrepancies, errors and/or omissions in the Bid Document, or if they are in doubt as to any part thereof they shall submit questions in writing by email to dmccarthy@deeperiver.ca.

8. TIME OF THE ESSENCE OF THE CONTRACT

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

The Tenderer, having carefully examined the site of the proposed works, and having read, understood and accepted the provisions, plans, specifications and conditions attached hereto, each and all of which forms part of this tender, agrees to have the works under the contract "Substantially Performed" on or before **Wednesday, October 19, 2022** or the extended time allowed in writing by the Engineer. All works shall be completed, on or before **Friday, November 11, 2022**.

Failure by the Contractor to complete any of the above works to the satisfaction of the Engineer by the respective specified completion dates shall render the Contractor liable for Liquidated Damages.

9. LIQUIDATED DAMAGES

Should the Contractor fail to complete works to the satisfaction of the Engineer and in accordance with the Contract within the time for completion specified in the contract or the extended time allowed in writing by the Engineer, the Contractor shall pay to the Owner:

- ◆ The sum of \$800 for each calendar day which has been derived from the cost to the Owner for delay in completion of the works, and includes interest on the capital cost of the Contract and other relevant costs where applicable; and,
- ◆ The Consulting Engineer's Head Office and site supervision and contract administration costs of \$1200 for each calendar day that the Work or works remain uncompleted after the time so specified or allowed.

10. INFORMAL OR UNBALANCED TENDERS (PART A)

All entries in the Form of Tender shall be made in ink or shall be typewritten. Entries or changes made in pencil shall, unless otherwise decided by the Owner, be considered invalid.

Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations or irregularities of any kind, may be rejected as informal. Only alterations that are clearly made and initialled by the Tenderer's signing officer and no other person shall relieve the tenderer from this consideration.

Tenders that contain prices in Part A of the tender, which appear to be so unbalanced as likely to affect adversely the interests of the Owner may be rejected.

Wherever in Part A of the tender, the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount and the Total Lump Sum Tender Price shall be corrected accordingly, unless otherwise decided by the Owner.

A discrepancy in addition or subtraction in Part A of the tender shall be corrected by the Owner by adding or subtracting the items correctly and correcting the Total Lump Sum Tender Price accordingly, unless otherwise decided by the Owner. Within Part A of the tender, where an error has been made in transferring an amount from that part of the Form of Tender to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the Total Lump Sum Tender Price shall be corrected accordingly.

If a Tenderer omits to enter a price for an item of work set out in Part A of the Form of Tender and does not specifically state that it is otherwise included in the tender, then the tender may be rejected unless otherwise decided by the Owner.

The Owner reserves the right to waive formalities at its discretion.

Tenderers who have submitted tenders that have been rejected by the Owner because of informalities will normally be notified of the reasons for the rejection within ten (10) days after the closing date for tenders.

11. EXAMINATION OF SITE

Tenderers shall satisfy themselves as to the existing conditions which may be encountered in constructing the proposed works. Tenderers shall examine the site and location of the proposed works and may investigate the nature of the subsurface materials to be excavated by carrying out test borings, excavations or any other means.

A non-mandatory site meeting has been scheduled for Wednesday, April 6, 2022 beginning at 11 AM. All interested parties will meet at 1A Rutherford Avenue in Deep River Ontario. All Tenderers, major sub-trades and suppliers are invited. Bidders / Contractors are required to wear all appropriate protective equipment during visit.

Tenderers shall not claim at any time after submission of their tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

12. QUANTITIES

This is a lump sum contract. Where noted in the Form of Tender, some contingency and other items will be paid by measured final quantity. The quantities shown for the items in the Form of Tender are approximate only and, subject to the stipulation of the General Conditions, are for the purpose of indicating to Tenderers the general magnitude of the Work and for the comparison of tenders received.

13. TENDER

Each tender shall include a completed Form of Tender, Statements, and an Agreement to Bond, all as bound herein and a tender deposit as required herein, together with any further forms or sheets which the Tenderer is instructed elsewhere herein, or in any addendum hereto, to submit with the tender. The Tenderer may retain the rest of the tender documents.

The Tenderer shall give the Total Lump Sum Tender Price both in words and in figures and, except as is otherwise specifically permitted in the Form of Tender, shall fill in all blank spaces for unit prices, item prices, lump sums and other information in the Form of Tender. All prices tendered and all amounts to be paid will be in Canadian dollars.

14. OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

Should a Tenderer find omissions from or discrepancies in any of the tender documents or should the Tenderer be in doubt as to the meaning of any part of such documents, then the Tenderer should notify the Engineer in writing and not later than five (5) working days before the closing date for tenders. If the Engineer considers that a correction, explanation or interpretation is necessary or desirable, then an addendum will be issued to all who have taken out tender documents.

No oral explanation or interpretation shall modify any of the requirements or provisions of the tender documents.

15. ACCEPTANCE OR REJECTION OF TENDERS

Subject to the General Conditions, except as provided hereunder, neither the Engineer nor any officer or employee of the Owner has authority to make or accept an offer or to enter into a contract on behalf of the Owner or to create any rights against or to impose any obligations on the Owner. The recommendation of a tender to the Owner for acceptance does not constitute acceptance of the tender by the Owner.

A tender is accepted by the Owner when an agreement in the form bound herein is executed by the Owner and by the Tenderer or when the Engineer, with the written authorization of the Owner and within the period referred to in Section 12 hereof, has issued a written order to commence work to the Tenderer and the Owner or anyone acting on its behalf has requested the Tenderer to execute the Agreement and to return it to the Owner and the acceptance of the tender and the execution of the Agreement by the Owner are subject to the express condition that the owner receive a Performance Bond and a Payment Bond in the forms bound herein and in accordance with the requirements hereof, within seven (7) days after notification of the execution of the Agreement by the Owner has been mailed to the Tenderer whose tender has been accepted as aforesaid.

The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Tenderer prior or subsequent to or by reason of the acceptance or

the non-acceptance by the Owner of any tender or by reason of any delay in the acceptance of a tender save as provided in the Contract. Tenders are subject to a formal contract being prepared and executed.

The Tenderer agrees that the Owner has the right, at the Owner's own discretion, to accept or reject any non-compliant tenders without stating the reasons therefore and that the lowest or any tender will not necessarily be accepted.

The Tenderer understands that fundamental to this competition is the selection of a tender that, in the Owner's opinion, is in the best interest of the Owner. To this end, the Tenderer agrees that the Owner reserves the right to evaluate the tenders in any manner it deems fit; such evaluation is to include the right to give preference to local bidders upon determination of the price, quality, and services being equal, and to base the award of tender on such evaluation.

16. PERIOD OF VALIDITY OF TENDER

The Tenderer's attention is drawn to the Form of Tender, "Standard Tender Requirements", for the tender validity period.

The prices entered by the Tenderer in the Form of Tender shall be based on the assumption that the Engineer's written order to commence work will be issued to the Tenderer within a 30-day period after the opening date for tenders.

17. AGREEMENT

The Tenderer agrees that, if requested so to do by the Owner or anyone acting on its behalf within 30 days after the date of opening tenders, the Tenderer will execute in triplicate and return to the Owner the Agreement in the form bound herein within seven (7) days after being so requested. If the Tenderer has not been so requested within the said 30 days or if the Engineer's written order to commence work has not been mailed or delivered to the Tenderer or to their office or to their postal address within the said 30 days, the Tenderer may, unless they have otherwise agreed or offered and except as otherwise provided herein, withdraw their tender.

18. PERFORMANCE AND PAYMENT BONDS

The Contractor, together with a surety company approved by the Owner and authorized by law to carry on business in the Province of Ontario, shall, unless otherwise directed, furnish to the Owner a Performance Bond and a separate Labour and Material Payment Bond in the forms attached hereto, each in the amount of 100% of the total lump sum tender price and such additional amount, if any, as may be required by the Owner. The Tenderer shall tender for the cost of the bonds in the item provided for that purpose in the Form of Tender on the assumption that each bond will be in the amount of 100% for the Performance Bond and 100% for the Labour and Material Bond of the total lump sum tender price. In the event that either of the bonds is required to be in an amount in excess of 100% for the Performance Bond and 100% for the Labour and Material Bond of the total lump sum tender price, the Owner will reimburse the Contractor in the amount of the premium for such excess amount after submission by the Contractor to the Owner of the surety company's relevant receipted invoice.

The Tenderer shall include with their tender the Agreement to Bond in the form enclosed herewith executed under its corporation seal by the surety company from which they propose to obtain the required bonds.

The Owner may in its discretion decide to obtain the bonds from a surety company of its choice and may pay the premium for such bonds directly to the surety company so chosen. In that event, the Owner will notify the selected Tenderer accordingly before the tender has been accepted and the Tenderer shall execute and furnish to the Owner the required bonds as

provided for herein but the item relating to the cost of the bonds in the Form of Tender shall be deleted from the Contract and no payment shall be made to the Contractor therefore.

The Tenderer will be required to furnish the Performance Bond and the Labour and Material Payment Bond in triplicate as required herein and in the forms bound herein within seven (7) days after notification of the execution of the Agreement by the Owner has been mailed to him. One (1) copy of the said bonds shall be bound into each of the three (3) executed sets of the Contract.

19. SUBCONTRACTORS

The Tenderer shall provide on Statement "C" of the tender documents the name and address of each proposed subcontractor used in preparing the tender and shall state the portion and value of the work allotted to each. Only one (1) subcontractor shall be named for each part of the work to be sublet.

If the Tenderer is one of the two apparent low bidders for this Contract, they shall comply with the requirements set out in Statement "C1". This is in addition to complying with the requirements relating to Statement "C" as set out above.

If the successful Tenderer wishes to substitute a subcontractor other than the one named in Schedule "C" of the Form of Tender for a specific item of work, then they shall submit documentation to the Engineer pertaining to the proposed subcontractor's experience and competence to carry out the work. Employment of the proposed subcontractor on the works is subject to the written approval of the Engineer.

The term "sub-contractor" as referred to in this Clause shall not include suppliers of pre-selected equipment unless otherwise specifically stated in these documents or directed.

The Contractor shall arrange that each of their Owner-approved subcontractors whose subcontracts have a value of \$250,000.00 or greater, together with surety companies approved by the Owner, shall furnish to the Contractor a Performance Bond and a separate Labour and Material Payment Bond each in the amount of fifty percent (50%) of the total value of the respective subcontract. The Tenderer shall provide, in the total lump sum tender price, for the cost of the bonds required for the subcontractors whose subcontracts have a value of \$250,000 or greater.

The Owner will not require completed Agreement to Bond forms, for the subcontractors bonds mentioned above, to be submitted by the Tenderer at the time of tendering. The Tenderer may, at their own discretion, decide to obtain Agreements to Bond from their subcontractors at the time of tendering.

20. WORKPLACE SAFETY AND INSURANCE BOARD

The Contractor shall at the time of entering into any contract with the Owner, make a statutory declaration or furnish a satisfactory clearance letter from the Workplace Safety and Insurance Board stating that all assessments or compensation payable to the Workplace Safety and Insurance Board have been paid.

The selected Tenderer shall submit such statutory declaration or clearance letter to the Owner in triplicate together with the Agreement executed by the said Tenderer. One (1) copy of the statutory declaration or clearance letter shall be bound into each of the three (3) executed sets of the Contract.

21. OCCUPATIONAL HEALTH AND SAFETY

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the Contractor by executing this Contract, unequivocally acknowledges that it is the constructor within

the meaning of the Occupational Health and Safety Act, and the Contractor undertakes to carry out the duties and responsibilities of a constructor with respect to the work.

It is specifically drawn to the attention of the Tenderer that the Occupational Health and Safety Act provides in addition to other matters that,

“A constructor shall ensure, on a project undertaken by the constructor that,

- a) the measures and procedures prescribed by this Act and the regulations are carried out on the project;
- b) every employer and every worker performing work on the project complies with this Act and the regulations; and,
- c) the health and safety of workers on the project is protected.”

22. COST OF POWER AND FACILITIES AT THE SITE

The Contractor shall provide and shall bear the costs of all electricity, fuel, water and sanitary facilities required for, or at the site of, the works up to the date of substantial performance as established by the Certificate of Substantial Performance. Such costs incurred after the said date shall be borne by the Owner except that any such costs incurred in completing unfinished work or rectifying deficiencies may, at the discretion of the Engineer, be charged against the Contractor.

23. HARMONIZED SALES TAX (HST)

The tendered unit and lump sum prices under the contract shall not include any amount for Harmonized Sales Tax (HST)

The successful Contractor shall bill the Owner directly, upon the preparation of each progress payment certificate, for the appropriate amount of HST the Owner is legally obliged to pay. This amount will be paid to the Contractor in addition to the amount calculated for payment by the extension of quantities and unit and lump sum prices under the tender schedule. It will appear as a separate item on the progress payment certificate.

The Contractor must have a HST registration number and must quote this number on all invoices where HST is being billed.

24. INSURANCE

The Contractor shall procure and maintain All Risk and Liability Insurance in accordance with the General Conditions and the requirements set out below except that, unless otherwise specifically stated in the Contract, All Risk Insurance is not required in respect of sewer, forcemain or watermain construction.

The Tenderer whose tender has been recommended to the Owner for acceptance shall, on receipt from the Owner of the Agreement for execution, procure and maintain All Risk and Liability Insurance and shall file with the Owner, together with the Agreement executed by him, a Cover Note of such All Risk Insurance and a Certificate of Liability Insurance in the forms attached hereto. The Contractor shall file with the Owner prior to the first progress payment the original policy of such All Risk Insurance or a Certificate of Insurance clearly stating that the policy of All Risk Insurance provided as aforesaid with the requirements hereof. Insurance shall be obtained from a company satisfactory to the Owner.

The All Risk Insurance shall:

**The Corporation of the Town of Deep River
Information for Tenderers
Contract 2022-RFT-002**

IT-8

- ◆ comply with the requirements of the “Specification for All Risk Insurance” as attached hereto, which specification shall form part of the said policy of All Risk Insurance.
- ◆ include Flood and Earthquake coverage in respect of the construction or alteration of treatment plants, pumping stations, buildings, storage tanks, reservoirs and other structures and equipment.
- ◆ be maintained until the date of completion of the works has been established by the Certificate of Completion or such time as the Owner has notified the Contractor in writing that the Owner has arranged its own All Risk Insurance coverage of the permanent works of the General Conditions.

The Liability Insurance shall:

- ◆ have a limit of liability of not less than \$10,000,000 inclusive for any one (1) occurrence.
- ◆ be Comprehensive Liability Insurance covering all operations and liability assumed under the Contract with the Owner.
- ◆ not contain any exclusions or limitations in respect of shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or land from any cause.
- ◆ cover the use of explosives. The Contractor shall be solely responsible for all damage, loss or costs resulting directly or indirectly from such use. The Contractor shall indemnify and save harmless the Owner, the Project Manager, the Engineer, up to three (3) subconsultants, the Operator, the Ministry of the Environment and government funding agencies from and against all claims, demands, loss, damage and costs resulting directly or indirectly from such use.
- ◆ include insurance against liability for bodily injury and property damage caused by vehicles owned by the Contractor and used on the work, and in addition, shall include insurance against liability for bodily injury and property damage caused by vehicles not owned by the Contractor and used on the work. Each such insurance shall have a limit of liability of not less than \$5,000,000 inclusive for any one occurrence. A “vehicle” shall be as defined in the Highway Traffic Act.
- ◆ be endorsed to provide that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days written notice to the Owner.
- ◆ be endorsed to include the Owner and the Engineer, up to three (3) subconsultants and any government funding agencies as additional named insured’s.

The Contractor shall take careful note that Section 31 of the General Conditions is in full force and effect except as amended herein:

- a) A Certificate of Insurance shall be completely filled in with the required information.
- b) A deductible clause is acceptable if the Contractor submits a signed and sealed letter stating the following:

“We (insert the Contractor’s name) authorize the Owner to appoint an independent adjuster to settle any claims arising from this Contract which are for amounts less than our insurance deductible figure. Furthermore, the Owner can deduct any amounts of justifiable claims from monies owing to the Contractor.”

25. ACCESS TO EXISTING OPERATING FACILITIES DURING CONSTRUCTION

The Contractor is reminded that it is essential that continuous access be provided to existing operating facilities within the vicinity of the working areas during the entire construction period. Therefore, the Contractor will be required to schedule work and construct necessary temporary works as necessary to ensure this requirement is met. All costs anticipated for compliance with this clause shall be included in the Lump Sum Tender Price.

26. DOCUMENTS, PLANS AND SPECIFICATIONS

The following is a list of plans and specifications which constitute the Contract:

- i. Information to Tenderers
- ii. Form of Tender
- iii. Special Provisions
- iv. General Conditions of Contract
- v. Form of Agreement
- vi. Performance and Maintenance Bond
- vii. Labour and Material Payment Bond
- viii. Certificate of Insurance
- ix. Specification for All Risk Insurance
- x. Technical Specifications
- xi. Contract Drawings:
 - a. G00 – Cover
 - b. G01 – General Notes and Index
 - c. C01 – Site Plan
 - d. S01 – Tank Elevation and Roof Plan
 - e. S02 – Enlarged Plan, Details and Section
- xvii Appendices:
 - a. Appendix A – As-built Drawings
 - b. Appendix B – Exterior Coating Test Results
 - c. Appendix C – Photo Log
 - d. Appendix D – Safety Code 6 Report
 - e. Appendix E – PW Makar Coating and Lining Assessment Report

27. APPROVAL

The award of this contract is subject to the approval of the Corporation of the Town of Deep River.

28. LOCAL RESOURCES

Whenever possible, Contractors shall make use of local resources.

	INDEX	PAGE
1.	TENDER PREQUALIFICATION	1
2.	SUBMISSION OF TENDERS	1
3.	DEPOSIT TO BE SUBMITTED WITH TENDER	1
4.	EVALUATION CRITERIA.....	2
5.	TENDER DOCUMENTS	2
6.	ADDENDA.....	2
7.	CONTACTS.....	2
8.	TIME OF THE ESSENCE OF THE CONTRACT	2
9.	LIQUIDATED DAMAGES	2
10.	INFORMAL OR UNBALANCED TENDERS (PART A).....	3
11.	EXAMINATION OF SITE	3
12.	QUANTITIES.....	4
13.	TENDER	4
14.	OMISSIONS, DISCREPANCIES AND INTERPRETATIONS	4
15.	ACCEPTANCE OR REJECTION OF TENDERS	4
16.	PERIOD OF VALIDITY OF TENDER.....	5
17.	AGREEMENT.....	5
18.	PERFORMANCE AND PAYMENT BONDS	5
19.	SUBCONTRACTORS	6
20.	WORKPLACE SAFETY AND INSURANCE BOARD.....	6
21.	OCCUPATIONAL HEALTH AND SAFETY.....	6
22.	COST OF POWER AND FACILITIES AT THE SITE	7
23.	HARMONIZED SALES TAX (HST)	7
24.	INSURANCE	7
25.	ACCESS TO EXISTING OPERATING FACILITIES DURING CONSTRUCTION	9

The Corporation of the Town of Deep River
Information for Tenderers
Contract 2022-RFT-002

26.	DOCUMENTS, PLANS AND SPECIFICATIONS	9
27.	APPROVAL	9
28.	LOCAL RESOURCES.....	9

FORM OF TENDER

THE CORPORATION OF THE TOWN OF DEEP RIVER

CONTRACT 2022-RFT-002

DEEP RIVER WATER TOWER REHABILITATION

CIMA PROJECT A001231

**The Corporation of the Town of Deep River
Contract 2022-RFT-002
Form of Tender**

FT- 1

TO: THE CORPORATION OF THE TOWN OF DEEP RIVER

This Tender is submitted by:

Firm Name

Address

Telephone

Total Tender Price
(H.S.T. excluded)

The works shall be "Substantially Performed" on or before Wednesday, October 19, 2022. The works shall be Completed on or before Friday, November 11, 2022.

1. I/We

of

DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers and the seal is or are attached below, has any interest in this tender or in the contract to be entered into with the Town of Deep River.

2. I/WE FURTHER DECLARE that this tender is made without connection, knowledge, comparison of figures or arrangements with any other company, firm or person submitting a tender for the same work and is in all respects fair and without collusion or fraud.

3. I/WE FURTHER DECLARE that no member of the Municipal Council, or any officer of the Town of Deep River, is or will become interested directly or indirectly as a contracting party or otherwise in or in the performance of the contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or in any of the monies to be derived therefrom.

4. We recognize that this is a Lump Sum Contract and that the Total Lump Sum Tender Price also includes provisional items and allowances that will not be paid unless the works are specifically ordered by the Engineer.

5. I/WE FURTHER DECLARE that the matters stated in the said tender are in all respects true.

**The Corporation of the Town of Deep River
Contract 2022-RFT-002
Form of Tender**

FT- 2

6. I/WE FURTHER DECLARE that I/we have carefully examined the locality and site of the proposed works, as well as the plans, drawings, Information for Tenderers, Form of Tender, Specifications, Addendum/Addenda No. _____ to No. _____,* General Conditions, Form of Agreement and Agreement to Bond relating to the said Contract, and hereby acknowledge the same to be part and parcel of any contract to be let for the work therein described or defined.
7. I/WE AGREE THAT this offer is to continue open for acceptance until the formal contract is executed by the successful tenderer for the said work or until sixty (60) days after the tender closing date, whichever event first occurs, and that the Owner may at any time within that period, without notice, accept this tender whether any other tender has been previously accepted or not.
8. I/WE DO AGREE THAT if I/we withdraw this tender before the Owner shall have considered the tenders and awarded the Contract in respect thereof, at any time not later than sixty (60) days after the tender closing date, the amount of the deposit accompanying this tender shall be forfeited to the Town of Deep River.
9. I/WE DO AGREE THAT the awarding of the Contract on this tender by the Municipal Council of the said Owner shall be an acceptance of this tender.
10. IF THIS TENDER is accepted, I/We agree to furnish a bona fide Performance Bond for the proper fulfilment of the Contract as required and to execute four (4) copies of the Contract Documents, within ten (10) days after being so notified so to do. In the event of default or failure on our part so to do, I/We agree that the Town of Deep River shall be at liberty to retain the money deposited by us to the use of the Owner and to accept the next lowest or any tender or to advertise for new tenders, or to carry out the works in any other way they deem best.
11. I PROPOSE THE Bonding Company named hereunder

Name of Bonding Company

A Company which is willing to become bound with

the amount designated for the performance and fulfilment of the Contract for which this is a tender.

12. I/WE DO HEREBY tender and offer to enter into a contract, to do all of the work, and to furnish all necessary expertise, labour, machinery, tools, apparatus and other means of construction, and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, except as otherwise specified, to complete the work, herein described in strict accordance with the schedule of plans, specifications and documents and to accept in full payment therefore, the sums entered in the Form of Tender or calculated in accordance with the actual measured quantities at the unit prices set forth in the tender herein. The Schedule of Items and Prices is attached and is comprised of pages FT-4 to FT-16.

* The Tenderer will insert here the numbers of the Addenda received by him during the tendering period and taken into account by him in preparing his tender.

**The Corporation of the Town of Deep River
Contract 2022-RFT-002
Form of Tender**

FT-3

By my/our signature, hereunder, I/we hereby agree to complete this Contract in accordance with the terms contained herein.

Dated this _____ day of _____ 2022.

Name of Firm

Signature of Authorized Person Signing
for Firm (Company Seal)

Position

Witness

**The Corporation of the Town of Deep River
Contract 2022-RFT-002
Form of Tender**

FT-4

**PART A
SCHEDULE OF ITEMS AND PRICES
TO BE COMPLETED AT THE TIME OF TENDER**

Item No.	Spec. Section	Description	Unit	Amount (\$)
PART A - GENERAL REQUIREMENTS				
A.1	01000	General Requirements	L.S.	\$
A.2	01120	Coordination and Sequence of Construction	L.S.	\$
A.3	01140	Special Project Procedures	L.S.	\$
A.4	01300	Administrative Requirements	L.S.	\$
A.5	01320	CPM Construction Schedule	L.S.	\$
A.6	01330	Submittal Procedures	L.S.	\$
A.7	01351	Health and Safety	L.S.	\$
A.8	01400	Environmental Protection	L.S.	\$
A.9	01450	Quality Control	L.S.	\$
A.10	01510	Temporary Utilities	L.S.	\$
A.11	01520	Construction Facilities	L.S.	\$
A.12	01610	Basic Product Requirements	L.S.	\$
A.13	01740	Cleaning	L.S.	\$
A.14	01750	Disinfection of Water Structures	L.S.	\$
A.15	01760	Warranty Work	L.S.	\$
A.16	01770	Closeout Procedures	L.S.	\$
A.17	01780	Closeout Submittals	L.S.	\$
Subtotal Part A – General Requirements (Excluding HST)				\$
PART B - SITE WORKS				
B.1	02362	Dust Control	L.S.	\$
B.2	02611	Transportation and Disposal	L.S.	\$
B.3	02831	Lead-Based Paint Abatement	L.S.	\$
B.4	02911	Topsoil and Finish Grading	L.S.	\$

**The Corporation of the Town of Deep River
Contract 2022-RFT-002
Form of Tender**

FT-5

B.5	02933	Sodding	L.S.	\$
Subtotal Part B – Site Works (Excluding HST)				\$
PART C - SPECIAL CONSTRUCTION				
C.1	13600	Remove and replace existing ladder rungs from interior of the storage cell. Includes lining repairs.	L.S.	\$
C.2	13600	Remove existing main access ladder, c/w all ladder appurtenances. Supply and install new ladder support brackets and reinstall main access ladder, ladder seats and ladder protection gate.	L.S.	\$
C.3	13600	Remove all existing unistrut brackets from support column, adjacent to the main access ladder. Supply new unistrut brackets and reinstall unistruts.	L.S.	\$
C.4	13600	Remove existing TS Rail fall arrest system from main access ladder.	L.S.	\$
C.5	13600	Remove roof access ladder to accommodate exterior coating work. Reinstall ladder and TS Rail system at completion of work.	L.S.	\$
C.6	13600	Supply and install Glideloc fall arrest system on main access ladder.	L.S.	\$
C.7	13600	Design, supply and install extension ladder support bracket at bottom of main access ladder.	L.S.	\$
C.8	13600	Supply and install D-ring anchor at bottom of main access ladder.	L.S.	\$
C.9	13600	Design, supply and install two (2) roof-mounted tie-off columns.	L.S.	\$
C.10	13600	Design, supply and install side-mounted rescue davit base.	L.S.	\$
C.11	13600	Design, supply and install top platform.	L.S.	\$
C.12	13600	Supply and install stainless steel hardware and gaskets for two 760 dia. access hatches.	L.S.	\$
C.13	13600	Supply and install unistrut brackets and cable conduits on storage cell.	L.S.	\$
C.14	13600	Extend height of existing balcony guardrail.	L.S.	\$
C.15	13600	Extend height of balcony guardrail kickplate.	L.S.	\$
C.16	13600	Design and supply all tank reinforcement required to complete modifications and installations of appurtenances. Includes submission of calculations.	L.S.	\$
C.17	13605	Design, supply and install a scaffolding and hoarding system on the tank exterior for exterior coating removal and application work.	L.S.	\$
C.18	13605	Complete removal of the exterior coating system to SSPC-SP6 finish.	L.S.	\$
C.19	13605	Installation of OCS-4 (zinc / urethane / fluorourethane) exterior coating system.	L.S.	\$
C.20	13605	Installation of non-slip glass bead walking surface on tank balcony and roof.	L.S.	\$

**The Corporation of the Town of Deep River
Contract 2022-RFT-002
Form of Tender**

FT-6

C.21	13605	Installation of the Town of Deep River logo including "Welcome to DEEP RIVER" and <Town of Deep River Logo> on the shell in one location.	L.S.	\$
Subtotal Part C – Special Construction (Excluding HST)				\$
PART D - MISCELLANEOUS ITEMS & CONTINGENCY				
D.1	GC's	Bonding	L.S.	\$
D.2	GC's	Insurance	L.S.	\$
D.3	GC's	Mobilization & Demobilization	L.S.	\$
D.4	N/A	Supply, install and maintain project sign.	L.S.	\$
D.5	N/A	Remove corrosion from valve room process piping and recoat.	L.S.	\$
D.6	N/A	Supply, install and maintain temporary construction fencing. Includes permanent fence modifications and repairs to reinstate existing fence.	L.S.	\$
D.7	N/A	Supply and install a 250mm dia. duck-bill check valve on overflow outlet. Includes installation of a slip-on flange to accommodate duck-bill check valve installation.	L.S.	\$
D.8	N/A	Prepare surfaces and recoat valve room piping and valving.	L.S.	\$
D.9	N/A	Interior lining repairs at access hatch and ladder rungs.	L.S.	\$
D.10	N/A	Contingency Allowance		\$ 150,000.00
Subtotal Part D – Miscellaneous Items & Contingency (Excluding HST)				\$

Item No.	DESCRIPTION	Unit	Qty.	Unit Price	Amount (\$)
Part E - Provisional Items					
E.1	Additional labor (labour rates to include payroll burden, overhead and profit)				
E.1a	Project/Office Manager	hrs	10	\$	\$
E.1b	Site Supervisor/Coordinator	hrs	10	\$	\$
E.1c	Skilled labourer	hrs	10	\$	\$
E.1d	Certified electrician	hrs	15	\$	\$
E.1e	Certified welder	hrs	100	\$	\$
E.1 f	Coatings applicator/painter	hrs	50	\$	\$
E.2	Clean and grind repairable pit, fill with epoxy filler, grind all rough surfaces smooth, clean and prepare for painting as directed by Engineer.	Ea.	50	\$	\$

**The Corporation of the Town of Deep River
Contract 2022-RFT-002
Form of Tender**

FT-7

E.3	Certified welder to repair all pits or undercutting by welding, identified in the field. Grind all weld repairs smooth, clean and prepare for painting. Includes material, equipment and labour. Includes all interior and exterior coating repairs due to weld damage.	hrs.	25	\$	\$
E.4	Supply and install access equipment within the 2400mm diameter inlet riser and complete interior lining spot repairs, as directed. Includes mobilization and demobilization of equipment.	hrs.	40	\$	\$
E.5	Complete interior lining spot repairs on underside of the roof, as directed. Includes all equipment and labour required to access underside of roof and complete lining repairs, including mobilization and demobilization of equipment.	hrs.	80	\$	\$
E.6	Disposal of hazardous blast media, including sample testing.	Ton	350	\$	\$
E.7	Supply and installation of heating equipment to maintain temperature required for coating application, as per the manufacturers recommendations.	Per Week	4	\$	\$
E.8	Extra per diem rate for having to demobilize painting crew including standby time for equipment to complete unexpected steel and welding repairs.	Per Day	5	\$	\$
E.9	Disposal of hazardous blast media from site, including sample testing.	Tonne	225	\$	\$
Subtotal Part E – Provisional Items (Excluding HST)					\$

The Tenderer acknowledges that the Total Amount for the Provisional Items shall be included in the Total Tender Price and that all unused portions shall be deducted from the final cost of the Work and any quantities exceeding those shown will be added.

The Tenderer acknowledges that whenever extra work or deletions involve items listed above, the unit prices entered will be used in determining the amount of the extra or deductions regardless of the quantity involved.

The Tenderer agrees that they are not entitled to payment of the Provisional Items except for extra work carried out by them in accordance with the contract and as directed by the Engineer and only to the extent of such extra work.

The Corporation of the Town of Deep River
Contract 2022-RFT-002
Form of Tender

FT-8

TENDER SUMMARY

Item	Description	Amount (\$)
Part A	General Requirements	\$
Part B	Site Works	\$
Part C	Special Construction	\$
Part D	Miscellaneous Items & Contingency	\$
Part E	Provisional Items	\$
TOTAL TENDER PRICE (Excluding HST) Enter this Amount on Page FT-1		\$

**The Corporation of the Town of Deep River
Contract 2022-RFT-002
Form of Tender**

FT-9

STANDARD TENDER REQUIREMENTS

PERIOD OF VALIDITY

The prices entered by the Tenderer in the Form of Tender Page FT-8 shall be based on the assumption that the Engineer's written order to commence work will be issued to the Tenderer within 30 days after the opening date of tenders.

The Corporation of the Town of Deep River
Contract 2022-RFT-002
Form of Tender

FT-10

AGREEMENT TO BOND

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

in a Bond totalling One Hundred Percent (100%) of the contract amount, and conforming to the Instruments of Contract attached hereto, for the full and due performance of the works shown as described herein, as well as a Labour and Material Payment Bond in the amount of 100% of the contract amount if the Tender for

Deep River Water Tower Rehabilitation, Contract 2022-RFT-002

is accepted by the Owner.

It is a condition of the Agreement that if the above-mentioned Tender is accepted, applications for a Performance Bond and Labour and Material Payment Bond must be completed with the undersigned within ten (10) days of acceptance of Tender related thereto, otherwise this Agreement shall be null and void.

Dated this _____ day of _____ 2022.

Name of Bonding Company

Signature of Authorized Person Signing
for Bonding Company (Company Seal)

Position

STATEMENT "B"

Proposed construction equipment to be utilized on this Contract.

Equipment Available: _____

Equipment To Be Rented: _____

Equipment To Be Purchased: _____

The Corporation of the Town of Deep River
Contract 2022-RFT-002
Form of Tender

FT-14

STATEMENT "C1"

LIST OF PROPOSED MAJOR SUBCONTRACTORS

The Tenderer is required to complete this statement listing the names of each proposed subcontractor where their work is valued at or above \$250,000.00. The Tenderer must also list the part of the work each subcontractor is to carry out and the value of each part of the work of which 50% Performance and 50% Labour and Material Payment Bonds are required. No blank spaces are to be left.

Failure by the tenderer to comply with the foregoing may result in the disqualification of the tender.

PARTS OF WORKS OR SUBTRADE	PROPOSED SUBCONTRACTOR	VALUE OF WORK
		\$
		\$
		\$
		\$
		\$
		\$

Signed: _____

Name: _____

For: _____
(Name of Tenderer)

Date: _____

SCHEDULE OF PLANS, SPECIFICATIONS AND DOCUMENTS

The contract plans and documents for this contract are:

Contract Documents

Information for Tenderers

Form of Tender

Special Provisions

General Conditions of Contract

Standard and Contract Forms

 Form of Agreement

 Performance and Maintenance Bond

 Labour and Material Payment Bond

 Certificate of Insurance

 Specifications for All Risk Insurance

Technical Specifications

Contract Drawings

Appendix A – As built Drawings

Appendix B – Water Tower Coating Lead Test Results

Appendix C – Photo Log

Appendix D – Safety Code 6 Report

Appendix E – PW Makar Coating and Lining Assessment Report

**The Corporation of the Town of Deep River
Contract 2022-RFT-002
Form of Tender**

FT-16

In addition to the Contract Documents and Drawings contained herein, the following plans, specifications and documents shall be considered to form part of the contract and shall be in full force and effect. It is the contractor's responsibility to obtain these documents, and to ensure that up to date copies of these plans, specifications and documents are available in his on-site field office.

1. Ontario Provincial Standard Drawings
2. Ontario Provincial Standard Specifications
3. Ontario Provincial Supplemental Specifications

In the event of any inconsistency or conflict in the provisions of the plans or specifications, such provisions shall take precedence and govern in accordance with the General Conditions of Contract.

SPECIAL PROVISIONS

THE CORPORATION OF THE TOWN OF DEEP RIVER

CONTRACT 2022-RFT-002

DEEP RIVER WATER TOWER REHABILITATION

CIMA PROJECT A001231

Error! Reference source not found.

SPECIAL PROVISIONS

SP1 – GENERAL

These Special Provisions shall apply and be part of the Contract and shall take precedence over all Plans and Specifications pertaining to this Contract.

SP2 - OPERATIONS PROVIDED BY THE OWNER

The following operations will be conducted by the Owner either at no charge or on a time and materials basis as indicated below:

a) **Valving**

No Charge

The Owner will operate all valving in accordance with the connection procedure and schedule agreed to by the Contractor and the Consultant.

Time and Materials Charge

All emergency operation of valving required as a result of an unscheduled or accidental disruption of water supply by the Contractor.

b) **Bacteriological Testing**

No Charge

Once the Contractor has successfully hydrostatically tested and disinfected all watermains or water storage structures, the Owner will take the necessary number of water samples for bacteriological testing. This procedure will be provided once at no charge.

Time and Materials Charge

The Contractor will be charged for the second and any number of subsequent times the Owner is required to take bacteriological samples as a result of a failure of the first sample.

c) **Stake-Outs**

No Charge

The Operator will provide stake-outs for existing Municipal watermains and services and sanitary sewer mains. Stake-outs shall be carefully preserved by the Contractor.

Time and Materials Charge

Resetting of stake-outs that have been lost as a result of negligence by the Contractor.

SP3 – LEAD BASED PAINT TESTING AND ABATEMENT

The exterior coating system was tested for the presence of lead. Results of exterior coating lead testing are appended in Appendix B. Full lead abatement will be required during exterior coating removal process.

SP4 – EXISTING TELECOMMUNICATION EQUIPMENT

**The Corporation of the Town of Deep River
Contract 2022-RFT-002
Special Provisions**

SP-2

The Deep River Water Tower is utilized by the Town of Deep River and Weesoe Community Communications Technologies (WCCT) as a local telecommunication hub. To this effect, there are approximately 13 roof and balcony mounted antennas of various types which support the local communication infrastructure. Complete listing of antennas and related information is listed in Appendix D.

All existing antennas listed in Appendix D shall remain in operation for the duration of construction activities. The Contactor shall coordinate with each respective telecommunication company listed below to develop a construction schedule that considers any and all work which may be required to maintain the noted communication equipment operational for the duration of construction activities. The anticipated scope of work shall include, but not be limited to the following:

- Coordination with telecommunication companies listed below to identify all antennas installed on the roof of the tank.
- Develop a work plan for the relocation of each existing antenna to the temporary scaffolding structure as part of the overall rehabilitation work. Antenna relocation work is to be fully incorporated into the overall construction schedule. Design of the temporary antenna supports on the scaffolding structure shall be the responsibility of the Contractor and / or the respective telecommunication company for their equipment. Temporary antenna mounting arrangement required to complete the rehabilitation work shall be coordinated and completed by the Contractor, with input from the respective telecommunication companies, as required.
- Upon successful relocation of all antennas to the temporary scaffolding structure, the Contractor shall remove or coordinate the removal of all existing antenna supports, brackets and antenna cables to facilitate exterior coating removal and reinstallation work.
- Coordination with noted telecommunication companies for maintenance and repair of telecommunication infrastructure affected by the rehabilitation works, including installation and or repair of any new cables required to suit either the temporary or new location of the affected antenna.
- Reinstallation of the antennas to their existing location upon completion of the exterior coating replacement work.

The antenna relocation work as well as the installation of temporary antenna supports on the scaffolding structure shall be performed according to applicable OSHA regulations and Motorola R56 Standard and Guidelines for Communication Sites. The Contractor shall be solely responsible to coordinate with each respective telecommunication company to ensure that all applicable health and safety standards and regulations are adhered to on this project.

The following telecommunication companies shall be engaged by the Contractor as part of the Deep River Water Tower project, for coordination of the relocation of their respective antennae:

Spectrum Communications

Weesoe Community Communications Technologies (WCCT)

6 Champlain St, PO Box 1945
Deep River, ON, K0J 1P0

Contact Information: Dave Cox
Cell Phone: 613-584-4834 or 613 281-2515
office@wcc-tech.com

No alternate communication companies will be considered for this project.

**The Corporation of the Town of Deep River
Contract 2022-RFT-002
Special Provisions**

SP-3

Deep River Communication Antennas: The Contractor shall work with Spectrum to relocate the Town of Deep River antennas currently installed on the tower to the scaffolding structure. At the completion of the project, the Town's antennas shall be reinstalled by Spectrum to their existing location. The Town shall be notified a minimum of a week in advance of anticipated antenna relocation.

Antenna Downtime: The Contractor shall fully coordinate relocation of each antenna with the respective communication company listed above. Service interruption due to antenna relocation shall be fully coordinated with each respective communication company and all efforts are to be made to minimize any impacts to antenna operation. The Contractor and the respective antenna company shall be fully responsible for coordination of antenna relocation and impacts thereof to antenna operation.

The Contractor shall ensure that the relocation of the local Fire Department to be performed by Spectrum is completed with minimal delay. All work on Fire Department antenna shall be closely coordinated with the Fire Department and the Town of Deep River.

Payment: The Contractor shall coordinate relocation of all antennas with respective telecommunication companies noted above. Each telecommunication company will provide their own forces who, at the request of the Contractor, will relocate each antenna to the temporary scaffolding location. At completion of the work, the telecommunication companies will relocate each antenna to the permanent location on the tank roof. All labour costs associated with the antenna relocation shall be covered by each respective telecommunication company. The Contractor will not be responsible to cover labour costs associated with antenna relocation completed by third-party telecommunication companies.

SP5 – COATING APPLICATION INSPECTION

Exterior coating removal and application as well as interior lining repairs shall be subject to hold-point inspections for the duration of the coating application process. Surface preparation and each stage of the coating application process shall be jointly inspected by the Contractor, Applicator, Owner, Engineer, Third Party Coating Inspection Firm and the representative of the coating manufacturer. Coating application shall proceed upon successful inspection and written release provided by the Engineer. Refer to Section 13605 – Exterior Coating for further details.

SP6 – FINAL WARRANTY INSPECTION

The Contractor is required to undertake a joint inspection with the Engineer and Owner at or near the end of the 24-month warranty period. The Contractor shall price the inspection under the line item in the Form of Tender, 01760 – Warranty Work.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-i

Table of Contents

GC1	DEFINITIONS.....	1
GC2	TENDERS.....	2
GC3	SCOPE OF CONTRACT.....	2
GC4	EXAMINATION OF CONTRACT DOCUMENTS.....	2
GC5	CONFLICTS AND OMISSIONS.....	3
GC6	PROVISION OF CONTRACT DOCUMENTS.....	4
GC7	LOCATION OF UNDERGROUND OBJECTS.....	4
GC8	GEOTECHNICAL INVESTIGATION.....	4
GC9	SCHEDULE OF CONSTRUCTION.....	5
GC10	PLANT, LABOUR AND MATERIAL.....	5
GC11	SAMPLES.....	5
GC12	TESTS ON MATERIALS.....	6
GC13	CONDEMNED AND SURPLUS MATERIALS.....	6
GC14	EQUIVALENT.....	7
GC15	MATERIALS AND EQUIPMENT SUPPLIED BY THE OWNER.....	7
GC16	APPROVALS AND PERMITS.....	8
GC17	ERRORS AND OMISSIONS BY CONTRACTOR.....	8
GC18	DELAYS.....	9
GC19	ORAL ARRANGEMENTS.....	9
GC20	DECISIONS BY THE ENGINEER.....	9
GC21	INSPECTOR AND INSPECTION.....	10
GC22	OCCUPANCY AND ACCESS OF THE WORKS.....	11
GC23	ABSENCE OF ENGINEER AND HIS AGENT.....	12
GC24	CONTRACTOR'S ABSENCE.....	12
GC25	CONVENIENCES.....	12
GC26	PUBLIC CONVENIENCE AND SAFETY.....	12
GC27	RESTORATION.....	13
GC28	DRAINAGE.....	13
GC29	BARRIERS, LIGHTS AND DETOURS.....	14
GC30	LOSS OR DAMAGE.....	14
GC31	INSURANCE.....	14
GC32	CONTRACTOR'S LIABILITY.....	16
GC33	EVENING, SUNDAYS AND HOLIDAY WORK.....	18
GC34	NOTICE TO CONTRACTOR.....	18
GC35	CONTRACTOR'S DISCHARGE OF LIABILITIES.....	19
GC36	COMMENCEMENT AND COMPLETION.....	20
GC37	LIQUIDATED DAMAGES.....	21
GC38	COMPLETION SECURITY ACCOUNT.....	21
GC39	SUBSTANTIAL PERFORMANCE OF CONTRACT.....	22
GC40	COMPLETION OF CONTRACT.....	23
GC41	FINAL COMPLETION OF CONTRACT.....	24
GC42	RELEASE OF HOLDBACK TO SUB-CONTRACTORS.....	24
GC43	MEASUREMENTS.....	26
GC44	ALTERATIONS, EXTRAS, DEDUCTIONS AND CLAIMS.....	26
GC45	VALUATION OF VARIATIONS.....	27
GC46	BOOKS AND RECORDS OF THE CONTRACTOR.....	28

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-ii

GC47	MONTHLY PAYMENT CERTIFICATES	28
GC48	SUBSTANTIAL PERFORMANCE CERTIFICATES	31
GC49	COMPLETION CERTIFICATE	32
GC50	FINAL COMPLETION CERTIFICATE	33
GC51	STATUTORY DECLARATION REQUIREMENTS.....	33
GC52	WARRANTY AND GUARANTEE PERIOD	33
GC53	MAINTENANCE PERIOD AND MAINTENANCE SECURITY	34
GC54	PAYMENT OF INTEREST	36
GC55	SUSPENSION OF WORK	36
GC56	SUB-LETTING	37
GC57	USE OF HYDRANTS AND WATER	37
GC58	SETTING OUT	37
GC59	ASSISTANCE	38
GC60	OTHERS RIGHTS	38
GC61	MONIES DUE OWNER	39
GC62	LIENS	39
GC63	REMOVAL OF PERSONNEL.....	39
GC64	NON-FULFILMENT OF THE CONTRACT.....	39
GC65	BRIBERY	41
GC66	DISPUTES.....	41
GC67	OCCUPATIONAL HEALTH AND SAFETY ACT	42

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-1

GC1 DEFINITIONS

Wherever used in these General Conditions, Agreement, Plans, Drawings, Form of Tender, Information for Tenderers, Specifications, Statutory Declarations or other documents forming part of this Contract:

- 1.01 "Approved", "permitted", "instructed", "required", "Submit" or similar words or phrases are used in the contract documents, it shall be understood that they mean, unless the context prescribes otherwise, "approved by the Engineer", "selected by the Engineer", "directed by the Engineer", "permitted by the Engineer", "instructed by the Engineer" and "submitted to the Engineer".
- 1.02 "Authorized", "Directed", "required", "requested", "approved", "ordered", "sanctioned", "considered" and "satisfactory" shall, unless some other meaning is obvious from the context, mean respectively authorized, directed, required, requested, approved, ordered, sanctioned or considered by or satisfactory to the Engineer.
- 1.03 "Contract" includes the Agreement to do the Work entered into with the Owner, the Specifications, the General Conditions, Information for Tenderers, the Plans, the Tender, and all other documents referred to in or bound with the said Agreement and identified as being part of the Contract documents.
- 1.04 "Contract Administrator" refers to the authorized employee(s) of the Owner, or his/her designate, to whom carriage and administration of this Contract has been granted. For the purposes of this Contract the Contract Administrator is CIMA Canada Inc.
- 1.05 "Contract Documents" consist of the executed Agreement between the Owner and the Contractor, the General Conditions of the Contract, Information for Tenderers, Form of Tender, Contract Drawings and Specifications including amendments thereto incorporated before the execution of the contract and subsequent amendments thereto made pursuant to the provisions of the Contract and agreed upon between the parties.
- 1.06 "Contractor" or a pronoun in place thereof, means the person or persons that executes the contract document with the Owner who have undertaken to carry out the Contract.
- 1.07 "Engineer" means the Manager of Operations of the Town of Deep River, his designate or such other person, partnership or company as may be authorized by the said Manager of Operations, to act on his behalf.
- 1.08 "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.
- 1.09 "Plans" means all plans, profiles, drawings, sketches, or copies thereof exhibited, used or prepared for or in connection with the work embraced under the Contract.
- 1.10 "Plant" (unless the context requires a different meaning) means every temporary or accessory means necessary or required to carry on or complete the Work and extra work, in the time and manner herein provided.
- 1.11 "Provide" shall mean the inclusion of all labour, materials and services necessary to supply and install complete, the item of work referred to, unless the context prescribes otherwise.
- 1.12 "Owner" means the Corporation of the Town of Deep River.
- 1.13 "Shall", "may", "herein", "person", "writing" or "written", "surety" and "security" and words used in the singular number or the masculine gender, shall have the meaning and effect as given in the Interpretation Act of the Revised Statutes of Ontario.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-2

- 1.14 "Solicitor" means the person acting on behalf of the Owner.
- 1.15 "Sub-Contractor" includes only a person, firm or corporation having a contract for the execution of a part or parts of the work included in the Contract, or a person, firm or corporation furnishing material called for in the Contract and worked to a special design according to the plans or specifications, but does not include one who merely furnishes material not so worked.
- 1.16 "Work" or "works" (unless the context requires a different meaning), means the total construction and related services; to include but not limited to, the supply of all materials, products, labour, supervision, services, permits and licenses required to complete the Contractor's obligations under the terms and conditions of the contract documents, including all extra or additional work or material, matters or things which may be ordered by the Engineer, as herein provided.

GC2 TENDERS

- 2.01 All tenders for the execution of the work herein set forth or referred to must be made on the printed forms supplied for that purpose. No others will be considered. Such tenders must be made without any knowledge, comparisons of figures or arrangements with any other person making any tender or estimate for the same purpose, and the Tenderers shall declare that such tenders are in all respects fair and without collusion or fraud, and that no officer of the Corporation or Owner, is, shall be, or shall become interested, directly or indirectly, as contracting party, partner, surety or otherwise in, or in the performance of, the Contract, or in the supplies, work or business to which it relates, or in any portion of the profits to be used therein or thereof, or in any of the monies to be derived therefrom. Tenders must cover the cost of completion of the Contract in every respect, in accordance with the Contract, including all labour, plant, tools, etc.

The Contractor agrees that he is fully informed regarding all of the conditions, local or otherwise, affecting the work to be performed and that his information was secured by personal investigation and that he will make no claim against the Owner based on any estimate or representation of the Owner or of any representative of same.

GC3 SCOPE OF CONTRACT

- 3.01 Stated in general terms, and without in any way limiting the requirements and intent of the Contract, the Work required to be done by the Contractor under the Contract comprises all excavations required for the proper carrying out of the Work, the formation, construction, completion and maintenance of the Work referred to in the Plans, Drawings, Specifications, General Conditions or other contract documents relating thereto and includes the provision, except where otherwise specifically stated in the Contract, of all labour, plant, materials and equipment required for the complete and proper execution of the Work.
- 3.02 The Contract Documents are complementary and what is required by any part thereof should be considered as being required by the whole.
- 3.03 Materials and work which are not specifically described or shown in the Contract Documents but the necessity of which can reasonably be considered as inferable from the contract documents, as determined at the sole discretion of the Engineer, shall be supplied and performed by the Contractor at no additional cost to the Owner and the Contractor shall not claim extra payment thereof or an extension of the time for completion on account thereof.

GC4 EXAMINATION OF CONTRACT DOCUMENTS

- 4.01 The Contractor shall examine the Contract Documents carefully and shall promptly report to the Engineer any error, inconsistency or omission or departures from good construction or from the requirements of the authorities having jurisdiction, he may discover.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-3

- 4.02 The examination by the Contractor shall be to the best of his knowledge as reasonably expected and shall include co-ordination and communication with sub-contractors so as to ensure the completeness of the entire Work to its useful intent.
- 4.03 If the Contractor does discover any error, inconsistency or omission in the Contract Documents he shall immediately notify the Engineer and shall not proceed with the work affected until he has received corrected or missing information from the Engineer.
- 4.04 The Owner does not accept any additional costs or damages, inconsistencies, or omissions which could have been reasonably determined, of which the Engineer shall be the judge, by such examination prior to tender close.

GC5 CONFLICTS AND OMISSIONS

- 5.01 The Contractor shall do all work and furnish all materials in accordance with the best practice, and in the event of any inconsistency or conflict in the provisions of the plans or specifications, the Contract document shall take precedence and govern as set out in the Agreement:
- (1) Agreement
 - (2) Addenda
 - (3) Special Provisions
 - (4) Information for Tenderers
 - (5) General Conditions
 - (6) Contract Drawings
 - (7) Specifications
 - (8) Tender
 - (9) Shop Drawings
- 5.02 Should reference standards and specifications conflict with the specifications pertaining to the Work, the specifications pertaining to the Work shall govern. Should reference standards and specifications conflict with each other, the more stringent shall apply.
- 5.03 Figured dimensions shall govern over scaled dimensions.
- 5.04 Later dates will govern within each of the categories of documents.
- 5.05 Neither party to the Contract shall take advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be necessary for fulfilment of the intent of the plans and specifications.
- 5.06 Any work or material not herein specified but which may be fairly implied as included in the Contract, of which the Engineer shall be the judge, shall be done or furnished by the Contractor as if such work or material had been specified.
- 5.07 The location of fixtures, outlets, conduit, piping, etc. shown or specified but not dimensioned, shall be considered approximate. The actual location shall be as approved and as required to suit the job conditions.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-4

- 5.08 The organization of the specifications into divisions, sections, articles and arrangement of drawings, all pertaining to the Work, shall not be construed so as to require the Contractor to sub-contract or allocate the Work in any particular manner or to any particular trade. The division of specifications pertaining to the Work are for convenience only; the specifications shall be read as a whole. This division places no responsibility on the Engineer to settle any disputes between the Sub-Contractors or between the Contractor and Sub-Contractors.

GC6 PROVISION OF CONTRACT DOCUMENTS

- 6.01 The Contractor will be provided, without cost, 5 copies of the Contract Documents in addition to those that are part of the executed contract. In addition all other Sub-Contractors, listed by the Contractor in the tender document, will be provided with 1 copy of the Contract Documents.
- 6.02 Additional copies will be furnished for the cost of reproduction and applicable taxes plus 10%.

GC7 LOCATION OF UNDERGROUND OBJECTS

- 7.01 No responsibility will be assumed by the Owner for the correctness or completeness of the plans with respect to existing utilities, pipes, catchbasins, chambers, or other objects, either underground or on the surface, and should the plots of such be found incorrect or incomplete, the Contractor shall have no claim on that account.
- 7.02 The Owner does not insure the accuracy of such information, and the Contractor shall not make any claim against the Owner for damages or extra work caused or occasioned by his relying upon such services, reports or information either as a whole or in part. The Contractor shall obtain the locations of the utilities and the connections therefrom from the owner(s) of the utility prior to construction.
- 7.03 The Owner shall not be liable for any loss, damage, delay or claim whatsoever resulting or arising from the disruption or absence in whole or in part, of any municipal or other services. Without limiting the generality of the foregoing, this includes roads, water, storm and sanitary services, electricity, gas, telephone and conditions of drainage from or to the site.

GC8 GEOTECHNICAL INVESTIGATION

- 8.01 If the Owner has retained the services of a Geotechnical Engineer to perform test boring of soil, the boring was made to determine the character of the soil for design purposes.
- 8.02 The Owner does not guarantee or warrant the accuracy or warrant any extrapolation of any interpretation of the borehole log or any opinions or any conclusions expressed in the geotechnical report(s) and disclaim any liability arising from such report(s). The Contractor is assumed to have made such additional investigation or examination of the soil as he may consider necessary to satisfy himself of the conditions that may be encountered during construction.
- 8.03 In addition to the geotechnical investigation, the Owner has taken all reasonable steps to determine whether any toxic or hazardous substances and material are present at the site and if found, has taken all reasonable steps to cleanup the site. However, if additional toxic or hazardous substances and material are subsequently found during construction, the Owner will cleanup the site at no cost to the Contractor and the Contract time may be extended for such reasonable time where it can be demonstrated by the Contractor that his work has been delayed by the cleanup. The Owner shall not be liable for any other costs, such as delay or impact, as a result of having to cleanup the additional toxic or hazardous substances and material from the site.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-5

GC9 SCHEDULE OF CONSTRUCTION

- 9.01 The Contractor shall, within two weeks after the receipt by him of (a) the Contract executed by the Owner and the Contractor or (b) the Engineer's written order to commence work, whichever is the earlier, submit his construction schedule, **based on his tender**, to the Engineer. The construction schedule shall show clearly in weekly stages the proposed progress on the main items, structures and sub-trades of the Contract and shall indicate where applicable the labour, construction crews, plant and equipment to be employed. The schedule shall be designed in conformance with the required contract time.
- 9.02 The Contractor shall monitor the progress of the Work relative to the schedule and shall maintain the construction schedule. Any deviation from this schedule due to weather conditions, labour disputes or any other causes whatsoever, are to be made up by extra forces, overtime work, or any other measures that may be required to bring progress of the Work back onto the construction schedule. The Contractor shall not be entitled to additional payment for such remedies.
- 9.03 The Contractor shall revise and update the construction schedule every month to ensure that he meets his contractual obligations and commitments. He shall submit to the Engineer such updated schedule as required hereto no later than 5 working days prior to the scheduled site meeting.

GC10 PLANT, LABOUR AND MATERIAL

- 10.01 The Contractor shall provide all necessary storage ground and storage sheds and shall furnish all required skilled and unskilled labour, and materials, fuel, machinery, tools and all plant, so that the Contract, and all work required to be done, can and will be carried on continuously and expeditiously to completion, in all respects to the satisfaction of the Engineer.
- 10.02 All material, plant, machinery, tools and equipment acquired, possessed or provided by the Contractor for incorporation into the Work shall be the property of the Owner, whether or not such material, plant, machinery, tools and equipment are brought to or upon the Work or upon lands of the Owner and the Contractor is prohibited from removing or disposing of the same, or any part thereof, without the consent or instruction of the Engineer in writing.
- 10.03 No materials, plant, machinery or equipment reasonably required for the performance of the Contract and not for incorporation into the Work, brought to or upon the Work or upon lands of the Owner, shall be removed or disposed of during the progress of the Work without the written consent or instruction of the Engineer or his authorized representative. In case of a difference of opinion between the Contractor and the Engineer or his authorized representative as to whether any of the aforesaid items is reasonably required on the Work for the satisfactory progress of the Work, the Contractor shall abide by the decision of the Engineer.
- 10.04 The Contractor shall use, install and handle all manufactured materials, equipment and appliances in strict accordance with the manufacturer's directions and instructions.

GC11 SAMPLES

- 11.01 Before any material of any kind is used on the Work, the Contractor shall submit such standard manufacturer's samples thereof for the approval of the Engineer and must obtain such approval. Samples shall be labelled as to the requirements of the Contract Documents. No material shall be used on the Work which is in any way inferior to the approved samples.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-6

- 11.02 The giving of such approval shall not obligate the Owner to pay for any material other than in accordance with the Contract, shall not prevent the rejection of any material which may be found, in the opinion of the Engineer, to be unsound or unfit for use on the Work or not in accordance with the approved samples or the requirements of the Contract and shall not be deemed to be a waiver of any claims based on the Work or any part thereof at any time on account of the materials used not being satisfactory or on any other account.
- 11.03 The Contractor shall provide samples of special products, assemblies or components, when so requested by the Engineer, and at no additional cost to the Contract.
- 11.04 The decision of the Engineer with respect to the approval or rejection of the samples shall be final.

GC12 TESTS ON MATERIALS

- 12.01 The Contractor shall supply at his own expense certified copies of all tests upon all materials entering into the Contract. Such tests shall be made as and when directed by the Engineer, and by a testing laboratory approved by the Engineer. Any costs in connection with the design of any works required to be used in the Work under this Contract shall be borne by the Contractor.
- 12.02 If at any subsequent time any portion or portions of the material or works previously passed by the Engineer or Inspector as being satisfactory, is shown to be unsatisfactory, the Contractor shall remedy this defect at his own expense.

GC13 CONDEMNED AND SURPLUS MATERIALS

- 13.01 If the Engineer deems that any materials are unfit for use in or on the Work, the materials shall be wholly removed therefrom within twenty-four (24) hours after notification to that effect from the Engineer. In the case of failure or neglect on the part of the Contractor to remove the same, the Engineer may cause the same to be taken away at the Contractor's expense and deposited, wasted, or otherwise disposed of, in any locality, place or way he considers convenient or proper, and the Contractor shall forthwith pay to the Owner on demand, all expenses incurred, including storage, if any, or the same may be deducted or collected by the Owner, as provided in GC61 - MONEY DUE OWNER.
- 13.02 No surplus or other material of any kind, arising from any portion of the Work, shall be sold, thrown away, dumped, wasted, or otherwise disposed of without the written sanction of the Engineer, and if so disposed of the Engineer may ascertain as nearly as he conveniently can the quantities of value, and deduct the same from the Contractor's next progress payment certificate.
- 13.03 All excavated or surplus material shall be disposed of in the manner set forth in the Plans and Specifications for the Work or as required by the Ontario 3Rs Regulations as provided in GC 32.9 or as directed by the Engineer.
- 13.04 All excavated material of value to, or required by the Owner including materials from existing structures, such as old lumber, stone flagging, scoria, granite or cedar blocks, cobble stones, paving brick, stone, sewer or other pipe, sewer brick, manhole or gully tops, valves, hydrants, and earth or any other materials, must be neatly piled, deposited or evenly spread by the Contractor in such place as may be directed by the Engineer, the whole expense, including that of hauling, unloading and spreading to be borne by the Contractor. The above mentioned materials must be removed and deposited, as required, as soon as excavated, or as soon thereafter as the Engineer may direct.
- 13.05 Surplus excavated material not required by the Owner shall be disposed of by the Contractor off the line of the works, in such a manner as not to cause a nuisance, injury or inconvenience to the Owner or to public or private parties, otherwise the Contractor will in all cases be held liable for, and must indemnify the Owner, all claims in respect thereof.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-7

GC14 EQUIVALENT

- 14.01 Where pursuant to the Specifications the Contractor is required to supply an article or group of related articles designated by a trade or other name or an "approved equal", the tender shall be based only upon supplying the article or group of articles so designated, which shall be regarded as the standard of quality required by the Specifications.
- 14.02 Where more than one trade or supplier's name is given, the Contractor shall note that the design as shown on the drawings and/or described in the specifications has been based on the first name listed but that the Contractor may base his tender on any one of the other suppliers named. In that event, the material and equipment supplied must be equal in quality, material, and performance (including maximum and minimum criteria specified or implied) to the material/equipment first named in the specifications. Any design and/or construction changes necessitated by the use of other trade or supplier's names given shall be at the expenses of the Contractor. The Contractor shall be responsible for assuring the proper fit and matching of all equipment or materials to surrounding pipe, equipment or materials.
- 14.03 No ruling on a proposed substitution as an "approved equal" will be made prior to acceptance of a tender. No substitution shall be made without the prior approval of the Engineer. No tender price shall be based on a presumed acceptance by the Engineer of a substitute item of supply.
- 14.04 After the acceptance of a tender, the Contractor may apply to the Engineer to substitute as an approved equal, another article or group of related articles identified by a different trade or other name for an article or group of related articles designated as aforesaid. In all cases the proposed substitution must be justified by the Contractor in his written application to the Engineer indicating reasons why he wishes to substitute (significant delay in delivery, strikes, unavailability, improved quality or field service, amount of contract cost reduction, etc.) and be accompanied by sufficient descriptive and technical information for the Engineer to thoroughly compare articles or group of articles with that specified. Failure to comply with this requirement to the Engineer's satisfaction, may result in rejection of the request due to insufficient information or time to evaluate same. All applications and submissions related to substitution shall only be made by the Contractor and not by any Sub-Contractors or suppliers.
- 14.05 The approval or rejection of a proposed substitution shall be at the discretion of the Engineer and his decision shall be final.
- 14.06 The Contractor shall assume all responsibilities for liabilities and additional costs that may subsequently arise as a result of his proposed substitution being accepted by the Engineer.

GC15 MATERIALS AND EQUIPMENT SUPPLIED BY THE OWNER

- 15.01 All materials and equipment shall be supplied by the Contractor with the exception of such material or equipment as is specifically stated to be supplied by the Owner. In all cases where materials or equipment are supplied by the Owner, every effort will be made to have a sufficient supply of such material or equipment tested, examined and approved and ready for use at such times as may be required, but in case the Owner fails to furnish sufficient supply at any time, the Contractor will not be entitled to any compensation for delay on that account (except as may be allowed in accordance with GC18 - DELAYS) other than an extension of the time for completion, the extent of which shall be determined by the Engineer and shall be as nearly as possible equivalent to the time delayed.
- 15.02 When the Contractor is required to make provision for and convey Owner supplied materials or equipment as above from warehouses, storage facilities or any third party transport, he shall do so as soon as the materials or equipment are delivered to their destination. Any charges on account of his inattention will be borne by him.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-8

- 15.03 Unless otherwise specified, all materials and equipment supplied by the Owner shall be transported to the Work by the Contractor from the point designated for their supply, at the expense of the Contractor.
- 15.04 The Contractor shall assist the Owner, whenever necessary at the request of the Owner, to receive any equipment belonging to the Owner and install the same in the appropriate place within the contract. Costs incurred for providing any manpower, special handling equipment, shoring, protection to existing work, openings and making good shall be deemed to be included in the price of the contract.
- 15.05 Once material or equipment has been supplied to the Contractor by the Owner its storage prior to use is his responsibility. Any loss, theft, or damages occurring after the material is in the Contractor's custody shall be at his expense.
- 15.06 Before taking delivery of Owner supplied materials or equipment, whether they are being delivered by truck or by rail, the Contractor shall examine such materials or equipment and satisfy himself as to possible damages which they may have suffered in transit. Where damage has occurred, the Contractor shall immediately notify the Engineer so that a claim may be made against the carrier. Should the Contractor fail to notify the Engineer of damage to materials or equipment, the Contractor will be liable for the cost of making good any damage subsequently found.
- 15.07 The Contractor shall afford other Contractors reasonable co-operation and opportunity to receive and store materials at the place of Work.

GC16 APPROVALS AND PERMITS

- 16.01 The construction of the Work and all operations connected therewith are subject to the approval, inspection, bylaws and regulations of all municipal, provincial and federal and other authorities having jurisdiction in respect to any matter embraced in this Contract. The Contractor's compliance with statutes or regulations made thereunder or by-laws shall not relieve the Contractor of obligations set out in this Contract which may be more extensive than the requirements of those statutes, regulations or by-laws.
- 16.02 The Owner will obtain and pay the fees, if any, for approvals and permits relating to the design and location of the permanent works required from the Ministries of Environment and Climate Change, Transportation, Labour, from utility companies and local authorities.
- 16.03 Unless otherwise specifically stated in the tender documents, the Contractor shall obtain the permits, licenses and certificates and pay the fees required for the performance for the Work which are in force at the date of tender closing, except the Building Permit which will be applied and paid for by the Owner. The Contractor shall co-operate and do all things necessary to expedite such municipal building permits.
- 16.04 The Contractor shall notify the Ministry of Labour of the commencement of construction by mailing a "Notice of Project", in accordance with the latest version of the Occupational Health and Safety Act.
- 16.05 The Contractor shall prepare drawings additional to the Contract Drawings which may be required by authorities having jurisdiction to supplement or clarify specific details and items in order to obtain all applicable and necessary approvals.

GC17 ERRORS AND OMISSIONS BY CONTRACTOR

- 17.01 Errors, mistakes, omissions or unauthorized changes made by the Contractor or his agents, workers or employees and all damage that may result therefrom shall be rectified by the Contractor at his own expense.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-9

GC18 DELAYS

- 18.01 If the Contractor is delayed in the performance of the Work by any act or neglect of the Owner or Engineer, then the contract time shall be extended for such reasonable time as the Engineer may decide. The Owner will not make any additional payment as a result of any delays caused by the Owner or its Engineer.
- 18.02 If the Contractor is delayed in the performance of the Work by a "Stop Work Order" issued by any court or other public authority and by providing that order was not issued as a result of any act or fault of the Contractor or of anyone employed by him directly or indirectly, then the Contract time shall be extended for such reasonable time as the Engineer may agree that the Work was delayed.
- 18.03 If the Contractor is delayed in the performance of the Work by labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members in a recognized Contractor's association, of which the Contractor is a member or to which the Contractor is otherwise bound), fire, unusual delay by common carriers or unavoidable casualties or, without limit to any of the foregoing, by a cause beyond the Contractor's control, the contract time shall be extended for such reasonable time as the Engineer may decide, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension be agreed to by the Contractor.
- 18.04 No claim for delay shall be allowed on account of failure to furnish instructions until ten (10) days after the date of receipt of a written demand for such instructions and not then unless such a claim is reasonable.
- 18.05 The Contractor shall take all steps to reduce or eliminate all damage or loss by reason of delay with respect to construction of the Work arising from any cause whatsoever.

GC19 ORAL ARRANGEMENTS

- 19.01 In all cases of misunderstandings or disputes, oral arrangements will not be considered, but the Contractor must produce written authority found within the Contract Document that support his contentions, and shall advance no claim in the absence of such written authority, and shall not use, or attempt to use, against the Owner any conversation with any parties.

GC20 DECISIONS BY THE ENGINEER

- 20.01 Should any discrepancies appear or differences of opinion or misunderstanding arise as to the meaning of the Contract or as to any omissions therefrom or statements therein in any respect, or as to the quality or dimensions or sufficiency of the materials, plant or work or any part thereof, or as to the due and proper execution of the Work, or as to the measurement or quantity or valuation of any works executed or to be executed under this Contract, the same shall, subject to the terms of the Contract, be determined by the Engineer.
- 20.02 The Engineer shall have the right at all reasonable times to visit, enter and carry out inspection at any buildings, factories, workshops, works or sites of the Contractor or others wherever any materials are being prepared, manufactured or treated, or other work is being done in connection with this Contract and the right also to take such samples therefrom as he may deem necessary.
- 20.03 The Contractor shall immediately when ordered by the Engineer, proceed with and execute the Work or works, or any part thereof, forthwith in accordance with such order and with such additions to or deductions from the contract price as are provided under the terms of the Contract, without making any claim for any extension of time in completing the Work, unless arranged in writing with the Engineer as herein provided.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-10

20.04 Throughout this Contract any decision of the Engineer shall be deemed to be binding and final.

GC21 INSPECTOR AND INSPECTION

- 21.01 All works to be done under the Contract shall be done to the satisfaction of the Engineer or of an Agent or Inspector authorized to act for him. The Inspector is required by the Engineer to see that the provisions of the Contract are faithfully adhered to, especially with regard to the quality of workmanship and materials, and may stop the Work entirely if there is not a sufficient quantity of suitable and approved material on the site to carry on the Work properly or for any good and sufficient reason. The Engineer will not be responsible for the acts or omissions of the Contractor, any Sub-Contractors, or any of their agents or employees, or any other persons performing any of the Work in accordance with the Contract document.
- 21.02 In particular, but without limiting the powers of the Inspector, orders given by the Inspector relating to the quality of material or workmanship or in respect of safety or public convenience must at once be obeyed by the Contractor.
- 21.03 The Inspector shall have the power to suspend any worker for wilful negligence or disregard of orders and the Contractor shall ensure that any worker so suspended is forthwith removed from the site.
- 21.04 Materials and equipment and the process of preparation or manufacture of materials or equipment shall at all times be subject to inspection, testing and rejection at any stage by the Engineer or his representatives. The Engineer will give the Contractor reasonable notice of the materials and equipment in respect of which the Engineer proposes to have inspection or testing carried out during the process of preparation or manufacture, save that in the case of materials or equipment specifically stated in the Contract as required to be tested or inspected by or in the presence of the Engineer or his representative, the Engineer shall not be obliged to give such notice.
- 21.05 The Contractor shall notify the Engineer in writing at least seven days prior to the commencement of preparation or manufacture of each item of such materials or equipment of the time and place at which such preparation or manufacture is to commence in order that the Engineer may be present.
- 21.06 Notwithstanding compliance by the Contractor with the foregoing paragraph hereof, if any materials or equipment prepared or manufactured away from the site of the Work and required by the Contract or by the Engineer to be inspected or tested by or in the presence of the Engineer or his representative at the place of preparation or manufacture become ready for delivery to the site of the Work but have not been inspected or tested as required, the Contractor shall so notify the Engineer in writing and shall not have such materials or equipment delivered to the site of the Work until authorized so to do in writing by the Engineer.
- 21.07 In any event, no materials or equipment required by the Contract or by the Engineer to be inspected or tested by or in the presence of the Engineer or his agent shall be incorporated into the Work until the required inspection or testing has been carried out to the satisfaction of the Engineer.
- 21.08 The Contractor shall provide, and shall ensure that all Sub-Contractors and those carrying out the process of preparation or manufacture shall provide, every reasonable facility and cooperation to assist the Engineer or Inspector or others designated by the Contract or by the Engineer in carrying out inspection and testing.
- 21.09 The Contractor shall not backfill or otherwise cover up any work without either having it inspected and passed by the Inspector or first notifying the Inspector in a manner approved or as directed by the Engineer that the work is ready to be covered up and allowing the Inspector reasonable notice and opportunity for carrying out an inspection.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-11

- 21.10 Any work covered up other than in accordance with the foregoing shall, if ordered by the Inspector or the Engineer, be uncovered or opened up for inspection and the Contractor shall, as directed by and to the satisfaction of the Inspector or the Engineer, make good again all openings, excavations and disturbances of any property, real or personal, resulting therefrom, all at the Contractor's expense, but if the Contractor has backfilled or otherwise covered up any work in accordance with GC21.09, the cost of any uncovering or opening up and making good shall be borne by the Owner.
- 21.11 No approval by an Inspector or by the Engineer or failure of an Inspector or the Engineer to carry out an inspection shall relieve the Contractor or any of his obligations under the Contract or shall be interpreted as being an acceptance of defective or improper work or material which must in every case be removed and replaced properly or otherwise rectified in a satisfactory manner whenever discovered at any time as provided for in GC52 - WARRANTY AND GUARANTEE PERIOD AND GC64 - NON FULFILMENT OF THE CONTRACT.
- 21.12 If, in addition to the inspection provided for above, the Contractor is required by the Contract, by law, by local by-law or by the Engineer to have any part of the works inspected by others, the Contractor shall give the Engineer and the others concerned reasonable notice of the time and date proposed for the additional inspection.

GC22 OCCUPANCY AND ACCESS OF THE WORKS

- 22.01 The use or occupancy of the Work or any part thereof by the Owner shall not be taken in any manner as an acceptance by the Owner of any work or material not in accordance with the Contract or to relieve the Contractors or his surety from liability, whether heretofore or hereafter incurred or arising, in respect of the observance or performance of any covenant or condition in the Contract not then performed, whether such covenant or condition be by way of indemnity to the Owner or otherwise, save to the extent that loss or damage is caused during such use or occupancy by the Owner or by employees of the Owner for whom the Owner is responsible.
- 22.02 Entry by the Owner's own forces and by other Contractors does not mean acceptance of the Work and does not relieve the Contractor of his responsibility to complete the Contract. In particular, without limiting the generality of the foregoing, the use or occupancy of the Work or any part thereof by the Owner shall not release the Contractor from liability to pay to the Owner, or waive or impair the right of the Owner to deduct and retain, liquidated damages and engineers' and inspectors' fees, in accordance with the Contract.
- 22.03 The Owner shall have the right to enter upon and take possession of the Work, in whole or in part, for the purpose of placing fittings and equipment or other use before completion, if in the opinion of the Engineer such action does not prevent or interfere with the Contractor in the performance of total completion of the Contract within the time specified. Such entry and possession shall not be considered as acceptance of the Work nor in any way relieve the Contractor of responsibility to complete the Contract.
- 22.04 The Contractor shall co-operate in all respects to provide accommodation and safe access to the building or portion thereof which the Owner may require, prior to completion of the Contract, at no cost to the Owner.
- 22.05 The Contractor will only be allowed access to the site for the duration of the contract from the fence gate indicated on the contract drawings. The Contractor shall provide good vehicular and pedestrian access at all times to the site and the neighbouring areas. Where there is no alternative but to shut off access temporarily to the property, the Contractor shall work so as to keep the period of inconvenience to a minimum. The Contractor will also be provided with a lay down area inside the fenced site. Notwithstanding, any closure of access must be approved by the Engineer in writing prior to closing.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-12

GC23 ABSENCE OF ENGINEER AND HIS AGENT

23.01 The Owner may appoint an Engineer or firm of consulting engineers as agents of the Engineer for the purpose of inspecting the work performed under this Contract. In the absence of the Engineer or his duly appointed agent, any inspector who has been designated by the Engineer or his agent to inspect the Work shall have full power to decide as to the manner of conducting and executing the Work in every part and the Contractor shall follow the instructions or orders of the person so designated.

GC24 CONTRACTOR'S ABSENCE

24.01 In the absence of the Contractor from the Work (whether permanent or temporary) he must provide and leave a competent and reliable superintendent in charge of the Work for him, and such person shall be considered as acting in his place, and all notices, communications, orders or instructions given or sent to or served upon such person shall be taken as served upon and received by the Contractor.

GC25 CONVENIENCES

25.01 The Contractor must provide, and properly maintain in clean condition, suitable and convenient privy or water closet accommodation for his men.

25.02 From the first day of November to the thirtieth day of April, the Contractor shall provide at his own expense, an adequate, warm, comfortable shelter, accessible during the noon hour and inclement weather to all the men employed on the Work, and its location shall be approved by the Engineer.

GC26 PUBLIC CONVENIENCE AND SAFETY

26.01 All work shall conform to the **Occupational Health and Safety Act, R.S.O. 1980, c. 321**, as amended, the Owner's Health and Safety Policy and the Contractor's Health and Safety Policy whichever is more stringent. The Contractor, by executing this Contract unequivocally acknowledges that he is the "**Constructor**" as defined in the **Occupational Health and Safety Act, R.S.O. 1980, c. 321** and regulations passed thereunder with respect to the Work and is bound thereunder.

26.02 The Engineer will provide a copy of the Owner's Health and Safety Policy to the Contractor and the Contractor is also required to submit to the Engineer a copy of its own Health and Safety Policy.

26.03 The Contractor shall provide to the Engineer the data sheets for each chemical substance he proposes to bring and use on site. Upon Final Completion of the Contract, he shall remove all chemical and hazardous products from the Work site to the satisfaction of the Engineer.

26.04 If at any time the Engineer, or his representative considers the works to be unsafe he may order the Contractor to take measures forthwith to ensure adequate safety. Should the Contractor fail to take adequate measures, the Engineer or his representative may order the Work to cease until such measures have been taken. The Contractor shall not be entitled to additional payment for, or an extension of time for the performance of the Contract by reason of, such safety measures. The fact that the Engineer or his representative has ordered or has failed to order additional safety measures shall not relieve the Contractor of responsibility for the adequacy of the safety measures taken.

26.05 The Contractor, during the progress of the Work, shall keep the site and the Work in as tidy a condition as practicable. He shall not deposit any material in any portion of street, sidewalk, boulevard, grass plot, or Crown or public property, without permission of the Engineer, and shall remove same without delay when and as directed by the Engineer. Upon completion of the Work and subject to GC13 - CONDEMNED AND SURPLUS MATERIALS, he shall remove all false work, plant and surplus materials, as well as any rubbish accumulated on account of his operations and shall leave the site in a condition

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-13

satisfactory to the Engineer. In addition, the Contractor shall carry out the final clean-up of all areas within the building, equipment, fixtures, piping, conduits, electrical panels etc as directed by the Engineer and ensure that these are properly cleaned to the satisfaction of the Engineer. Clean, brush, vacuum, flush with water as required, to provide clean work area.

- 26.06 Unless all surplus material, plant, rubbish, false work, etc. are 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, grass plot, or Crown or public property to a tidy condition and will charge the cost thereof against the Contractor.
- 26.07 Whenever and wherever any work is closed, suspended or stopped for the winter, all material of every description must be gathered up from the street, sidewalks, boulevards and grass plots and removed therefrom and the site shall be left in a safe and tidy condition and shall be maintained in a safe condition until work is resumed.
- 26.08 Without limiting the generality of this section, the Contractor shall prevent excessive amounts of dust and noise resulting from the Work. The amount of dust and noise which is excessive shall be at the sole discretion of the Owner. The Contractor shall use wet type blades and grinders with sufficient water to control dust when work requires the Contractor to saw or grind asphalt or concrete. The Contractor shall pay for all measures taken to control dust and noise except as otherwise provided in the Contract.
- 26.09 The method of use and the charter of all explosives shall be subject to the approval of the Engineer. The Contractor shall ensure that the charges of explosives used by the Contractor and the time at which they are exploded shall be such as not to cause damage to person(s) or property or to cause unreasonable inconvenience.
- 26.10 Explosives shall be properly housed and protected as provided by law, and no explosives known to have deteriorated shall be used. Approved methods of handling and thawing of frozen explosives shall be followed, and the greatest care shall be exercised at all times by the Contractor in blasting operations.

GC27 RESTORATION

- 27.01 Where the Contractor enters into the lands or buildings of the Owner, the Province or any Owner or of any person or enters onto any highway or road under the jurisdiction and control of any public authority for the purpose of making any survey, examination, investigation, inspection or other arrangement or lays any pipes or appurtenances in, upon, through, over or under any highway or road under the jurisdiction and control of any public authority and in so doing disturbs any such lands, buildings, highways or roads, such lands, buildings, highways or roads shall be restored to their original conditions without unnecessary delay.

GC28 DRAINAGE

- 28.01 The Contractor shall keep all portions of his work properly and efficiently drained during construction and until completion, and he will be held responsible for all damage which may be caused or result from water backing up or flowing over, through, from or along any part of the Work, or which any of his operations may cause to flow elsewhere.
- 28.02 The Contractor shall dewater all work sites and excavations as necessary or as directed to enable the Work to be constructed in a satisfactory manner.
- 28.03 The Contractor shall not be entitled to any additional payment for compliance with the requirements hereof beyond the prices tendered for the construction of the Work.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-14

GC29 BARRIERS, LIGHTS AND DETOURS

- 29.01 The Contractor must, at his own expense, and without further or other order, provide, erect and maintain all requisite barriers, fences or other proper protection; and must provide, keep and maintain watchmen and lights with red globes, as may be necessary or as may be ordered by the Engineer, in order to ensure safety to the public as well as to those engaged about the premises or works. Should the Contractor neglect to carry out the above requirement, the Engineer is hereby authorized to place such watchmen, lights, barriers, etc., as are required, and to charge the cost to the Contractor, without relieving the Contractor of any claims for damages or accident.
- 29.02 The Contractor must (where it is practicable in the opinion of the Engineer) keep the roadway open for travel for the use of the public, for such width as the Engineer may direct. Where, in the opinion of the Engineer, it is not practicable to keep a roadway open for the full flow of traffic, he may permit the Contractor to close or partially close such roadway and to provide for a detour of the traffic or a part thereof. In each such case and before putting into effect the closure or detour, the Contractor shall present his proposal for closure or detour to the municipal or other authority or authorities having jurisdiction over any of the roadways which will be affected by the proposed closure or detour and shall obtain the written authorization to such proposal of the said authority or authorities. The Contractor must provide a sufficient number of "NO THOROUGHFARE", "DETOUR" or other proper notices, which he must cause to be placed and maintained in good order in conspicuous places wherever any roadway, sidewalk, or thoroughfare is torn up or dangerous, and so long as it remains unsafe or unfinished.
- 29.03 When any work is carried on in the evening, the Contractor must supply, at his own expense, a sufficient number of electric or other approved and efficient lights, to enable the same to be done in an efficient and satisfactory manner, and the Engineer shall have the power to order additional lights to be put on at the Contractor's expense if in the opinion of the Engineer, they are, or may be required at no additional cost to the Owner.

GC30 LOSS OR DAMAGE

- 30.01 The Owner shall not in any manner be answerable or accountable for any loss or damage by fire or otherwise that shall or may happen to the Work or any part or parts thereof; or for any of the materials or other things used and employed in finishing and completing the Work, or for any injury to any person or persons, including workmen and the public, or for damage to adjoining property, against all of which injuries and damages to persons or property, the Contractor shall properly guard, and shall make good all damage of whatsoever nature or origin which may arise out of, or be occasioned by any cause connected with the Contract, or the work done by the Contractor, and shall indemnify and keep indemnified the Owner against same until the completion of the Work hereunder and the termination in accordance with the Contract of the insurance which the Contractor is required by the Contract to provide.

GC31 INSURANCE

- 31.01 Without restricting the generality of GC32 - CONTRACTOR'S LIABILITY, the Contractor shall provide, maintain and pay for the insurance coverage listed herein unless otherwise stipulated and shall commence from the start of the Work until the date of the issuance of the Substantial Completion Certificate by the Engineer. Prior to the commencement of the Work and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Contractor shall provide the Owner with confirmation of coverage and a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements.
- 31.02 **Comprehensive General Liability Insurance** shall be in the joint names of the Contractor, the Owner and the Engineer, with limits as specified in the *Information to Bidders* per occurrence for bodily injury, death, and damage to property with a deductible not exceeding five thousand dollars (\$5,000) and shall provide for full cross-liability thereunder. Liability coverage shall be maintained for completed operations

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-15

hazards from the date of Substantial Performance of the Work on an ongoing basis for a period of two years and substantiated by individual certificates. The policy shall not be cancelled or changed without giving the Owner not less than 30 days notice in advance in writing.

- 31.03 **Automobile Liability Insurance** in respect of licensed vehicles shall have limits of not less than five million dollars (\$5,000,000) inclusive per occurrence for bodily injury, death, and damages to property, covering all licensed vehicles owned or leased by the Contractor. The policy shall be endorsed to provide the Owner with not less than thirty days written notice in advance of cancellation, change or amendment restricting coverage.
- 31.04 **"All Risks" Property Insurance** shall be in the joint names of the Contractor, the Owner, and the Engineer, ensuring not less than the sum of the amount of the Contract Price and the full value of materials and equipment supplied by the Owner as provided in GC15 - MATERIALS AND EQUIPMENT SUPPLIED BY THE OWNER, with a deductible not exceeding five thousand dollars (\$5,000). The insurance coverage shall not be less than the insurance required by Form IAO 507 or its equivalent replacement. The coverage shall be maintained continuously until ten days after the date of the issuance of the Substantial Completion Certificate by the Engineer.
- 31.05 **Boiler and Machinery Insurance** shall be in the joint names of the Contractor, the Owner, and the Engineer for not less the replacement value of the boilers, pressure vessels, and other insurable objects forming part of the Work. The insurance coverage shall not be less than the insurance provided by the "Comprehensive Boiler and Machinery Form" and shall be maintained continuously until ten days after the date of the issuance of the Substantial Completion Certificate by the Engineer.
- 31.06 **"All Risks" Contractor's Equipment Insurance** covering construction machinery and equipment used by the Contractor for the performance of the Work, including boiler insurance on temporary boilers pressure vessels, shall be in the form acceptable to the Owner and shall not allow subrogation claims by the insurer against the Owner. The policies shall be endorsed to provide the Owner with not less than thirty days notice in writing in advance of cancellation, change, or amendment restricting coverage.
- 31.07 The above policies shall allow for partial or full use or occupancy of the Work as provided for in GC22 - OCCUPANCY OF THE WORKS.
- 31.08 The policies shall provide that, in the event of a loss or damage, payment shall be made to the Owner and the Contractor as their respective interest may appear. The Contractor shall act on behalf of both the Owner and the Contractor for the purpose of adjusting the amount of such loss or damage payment with the Insurers. When the extent of the loss or damage is determined, the Contractor shall proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall only be entitled to such reasonable extension of Contract time relative to the extent of the loss or damage as the Engineer may decide and whose decision shall be final and binding.
- 31.09 If the Engineer does not extend the time for completion, then the Work shall be completed within the time fixed for the Contract. Monies paid to the Contractor under such insurance shall be used for the purpose of replacing, rebuilding, repairing and completing the Work, and all such material, plant, fuel, machinery, tools and equipment which have been damaged or destroyed. Such replacing, rebuilding, repairing and completion shall be carried out in every way subject to the terms and conditions of the Contract.
- 31.10 The Contractor shall be responsible for deductible amounts under the policies.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-16

- 31.11 The Contractor shall maintain and pay for such insurance and shall pay such assessments as will protect him from claims under the **Workers' Compensation Act** and from any other claims for damages arising from bodily injury, including death, and from claims for property damage which may arise from his operations under this Contract. The Contractor shall deposit with the Owner a Certificate of such insurance, in a form acceptable to the Owner, clearly stating that the policy of insurance so provided complies with these provisions.
- 31.12 Where a policy is renewed, the Contractor shall provide the Owner, on a form acceptable to the Owner, renewal proof of insurance immediately following completion of renewal.
- 31.13 If the Contractor fails to provide or maintain insurance as required herein or elsewhere in the Contract Document, then the Owner will have the right to provide and maintain such insurance and give evidence thereof to the Contractor. The Owner's cost thereof shall be payable by the Contractor to the Owner on demand.
- 31.14 If the Contractor fails to pay the cost of the insurance placed by the Owner within 30 days of the date on which the Owner made a formal demand for reimbursement of such costs, the Owner may deduct such costs thereof from monies which are due or may become due to the Contractor as provided in GC61 - MONIES DUE OWNER.

GC32 CONTRACTOR'S LIABILITY

- 32.01 The Contractor shall assume the defence of and indemnify and save harmless the Owner and its officers and agents and all those named as additional insured on the Certificate of Insurance from all claims relating to the Contract including but not limited to labour and materials furnished for the Work, and to inventions, copyrights, trademarks, royalties or patents, and rights thereto, relating to or used in doing the Work, or the subsequent use and operation of the Work or any part thereof upon completion.
- 32.02 In carrying out the Work from its inception, and until the final acceptance of the same, the Contractor must be careful not to cause any settlement of the ground, injury or damage as to any adjacent property, public or private, utilities, or to any sidewalks, roadways, curbs, gutters, drains, hydrants, manholes, frames, covers or street gullies, boulevards, grass plots, sodding, trees, shrubs, or structures, works or things on or near the line or in the vicinity of the Work or elsewhere. Except as provided for in this Contract, if injury or damage is done, he must make good the same at his own expense in the manner directed by and to the satisfaction of the Engineer.
- 32.03 The Contractor shall be responsible for any and all damages, or claims for damages for injury or accidents done or caused by him or his employees or agents, or resulting from the prosecution of the Work, or any of his operations, or caused by reason of the existence or location or condition of the Work, or of any materials, plant or machinery used thereon or therein, or which may happen by reason thereof, or arising from any act or commission or omission on his part, or on the part of any of his agents or employees, in connection with the Contract, and covenants and agrees to hold the Owner and its agents and employees harmless and indemnified from all damages and claims for damage, demands, losses, costs, suits, actions or proceedings.
- 32.04 In case of the Contractor's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of the Contract, the Engineer may, either with or without notice (except where in this Contract, notice is specially provided for, and then upon giving the notice therein provided for), take such steps, procure such material, plant, trucks and men, and do such work or things as he may deem advisable toward carrying out and enforcing the same, and any and all expenses so incurred may be deducted or collected by the Owner under the provisions of GC61 - MONIES DUE OWNER and any such action by the Engineer as he is herein empowered to take, shall not in any way relieve the Contractor or his surety from any liability under the Contract.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-17

- 32.05 Without limiting the generality of the foregoing provisions of this section and notwithstanding any consent or order which the Engineer may give to the Contractor to prosecute the works under this Contract for a longer period than eight hours a day or forty-eight hours a week, the Contractor may, by order of the Engineer be prohibited from carrying on operations during any hour or hours of the day in which the Engineer in his judgment deems such operations to be a disturbance and nuisance to the residents of the Owner or municipalities wherein the work is being executed in whole or in part. Irrespective of any permission or order which the Engineer may have given to the Contractor, the Contractor shall indemnify and save harmless the Owner or such Owner or municipalities as aforesaid, from any claim, action, loss or damage whatsoever which may be made, brought or recovered against it or them as a result of any of his operations.
- 32.06 In the event of the Contractor being enjoined by court process in connection with any of his operations, he shall not have recourse against the Owner or Owner or municipalities as aforesaid on account thereof.
- 32.07 The Contractor shall make such alterations in his method, equipment and working forces if at any time the method or equipment or working forces are found by the Engineer to be inadequate 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 progress of the Work is maintained.
- 32.08 The Contractor will be required to change his method of operation, sequence of operation or type of equipment when the Contractor's method of operation causes erosion or other adverse environmental effects contrary to the **Environmental Protection Act, R.S.O. 1980, Chapter 141** and amendments thereto, at no additional cost to the Owner.
- 32.09 The Contractor is required to comply with the **Ontario 3Rs Regulations** with respect to materials to be source separated, irrespective of total floor area's criteria imposed by the Regulations for recyclable materials which are generated in the execution of the Work. Collected recyclables must be transported to a municipal waste recycling site, to an end-user, to a distributor who sends the materials to end-users, or to a waste disposal site, as required and the cost shall be deemed to be included in the price of the Contract.
- 32.10 The Contractor shall attend meetings with respect to the Work as may be directed by the Engineer. The Contractor shall not claim any extra compensation for attendance at these meetings. The Contractor shall provide a representative, to attend such meetings, who is able to make undertakings on behalf of the Contractor.
- 32.11 The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the **Workers' Compensation Act**, and the Owner may pay the same and deduct or collect such expenses under the provision of GC61 - MONIES DUE OWNER.
- 32.12 The Contractor shall, at the time of entering into any contract with the Owner, make a statutory declaration or furnish a satisfactory clearance letter from the **Workers' Compensation Board** stating that all assessments or compensation payable to the Workers' Compensation Board have been paid. Thereafter, the Contractor shall submit a satisfactory clearance letter from the Workers' Compensation Board on a monthly basis during the performance or upon the completion of such contract, further proof that such assessments or compensation have been paid.
- 32.13 The Contractor shall at all times be subject to and will be required to observe all rules and regulations which are or may from time to time be imposed by law, as related to all branches of the Work under contract. The Contractor shall from time to time adopt such approved construction or operating methods in carrying out the Work as may be called for or needed due to changing conditions which may be encountered during the progress thereof at no additional cost to the Owner.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-18

32.14 Should construction be closed for any cause, the Contractor shall assume all responsibility for protecting the Work and provide security to the building and site during such periods.

GC33 EVENING, SUNDAYS AND HOLIDAY WORK

33.01 The Engineer may order the Contractor to proceed on a two or three eight-hour shift basis if he deems this necessary to speed up the Work, or he may order any work to be carried out in whole or in part in the evening, and the Contractor shall have no claim for extra compensation in respect thereof. No work, however, shall be undertaken at night without the consent in writing of the Engineer.

33.02 Whenever, in the judgment of the Engineer, it may be necessary or expedient, in order to preserve and maintain traffic over or on any street or road, to do work in the evening or after or before the regular time of ending or beginning labour, such night or overtime work shall be performed by the Contractor without additional or extra cost to the Owner beyond the price bid for the Work. Work shall be performed by the Contractor on working day, except in the case of emergency, and then only with the written permission of the Engineer and to such extent as he may judge to be necessary.

33.03 A working day is defined as any day except:

- i) Saturdays, Sundays and Designated Holidays;
- ii) A day on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom adverse to controlling operation or operations, as determined by the Engineer, from proceeding with at least 60% of the normal labour and equipment force engaged on such operation or operations for at least five (5) hours toward completion of such operation or operations. A controlling operation or operations is to be construed to include any feature of the work considered at the time by the Engineer and the Contractor which if delayed, will delay the time of completion of the Contract.

33.04 The Contractor shall, as far as possible, refrain from working on days which are designated holidays in Ontario. In case he desires to work on any such holiday he shall notify the Engineer in writing to that effect at least four (4) days in advance of such holiday, stating those places where the said work will be conducted. If approval is granted, it will be on condition that the Contractor pays any and all expenses incurred by the Owner for layout, supervision and inspection. If the Contractor fails to give such notice in advance of any holiday, such failure shall be considered as an indication that no work requiring the presence of an engineer or inspector is to be done by the Contractor on such a holiday.

33.05 Designated holiday is to be defined as the following days:

New Year's Day	Civic Holiday (August)
Family Day (February)	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

GC34 NOTICE TO CONTRACTOR

34.01 Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents, or if posted or sent to the address given in the Agreement, or to his domicile or usual place of business, or to the place where the Work is to be or is being carried on, or if posted to or left at his last known address, and any papers so left, sent or addressed shall be considered to be, and to have been legally served upon the Contractor.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-19

- 34.02 In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the Contract, or of any other matter, it shall not be obligatory upon the Engineer to specify minutely or in detail everything required, nor to specify by measurement the exact extent thereof, or the precise spot or spots where the work or material may be defective or faulty or where any of the requirements of the Specifications have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the Engineer, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.
- 34.03 Where standard of performance are specified or implied and the Work does not comply with the performance standard specified or implied, such deficiency shall be corrected by the Contractor as directed by the Engineer. Any subsequent testing (including retesting by the Owner) to verify performance shall be done at the Contractor's expense and not out of cash allowance.
- 34.04 Additional instructions issued by the Engineer will not be considered as a change in the contract price or change in the contract time, if, in the Engineer's opinion the additional instructions are necessary to carry out the useful intent of the design and could reasonably have been understood by the Contractor to have been implied as required.

GC35 CONTRACTOR'S DISCHARGE OF LIABILITIES

- 35.01 The Contractor shall discharge all liability incurred by him 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.
- 35.02 The **Construction Lien Act, R.S.O. 1990**, and any amendments thereto and any regulations made thereunder apply to the performance of this Contract, but do not limit the provisions of this Contract, and the Owner has all the rights and powers set out therein and in the Contract. The Contractor shall display and keep displayed in a conspicuous place on the site of the works a notice or notices relating to the **Construction Lien Act** when supplied by the Owner.
- 35.03 The Contractor shall cause every Sub-Contractor engaged in the performance of this Contract to discharge all liabilities incurred by such Sub-Contractor for labour, materials or services used or reasonably required for use in the performance of this Contract. Workmen employed by a Sub-Contractor shall be paid in full at intervals not less frequently than semi-monthly and other liabilities of the Sub-Contractor, as aforesaid, shall be discharged on the date upon which each becomes due. At the request of the Owner, the Contractor shall furnish the Owner with evidence satisfactory to it that his liabilities and those of the Sub-Contractors, as aforesaid, have been discharged.
- 35.04 The Owner may, in writing, require the Contractor to send to it, by registered mail, within fifteen days from the date of the mailing of the demand, a list of the names and addresses of and the amounts owing to his creditors in a form satisfactory to the Engineer.
- 35.05 No payment to which the Contractor is otherwise entitled under this Contract shall in the discretion of the Owner be due and payable to him so long as he or any of such Sub-Contractors are in default under this Section, and upon such default occurring, the Engineer may notify the Contractor to discontinue all work under the Contract and the Owner shall have the same rights and privileges as are provided in GC64 - NON FULFILMENT OF THE CONTRACT. The Owner may, after notice in writing to the Contractor and his Surety, if any,
- (1) pay any such liability of the Contractor and of the Sub-Contractors, as aforesaid or

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-20

(2) make a direct payment at any time, with or without default,

to a creditor of the Contractor or of a Sub-Contractor arising out of these works, and in each such case deduct the amount so paid from any monies due or that may become due to the Contractor on any account, and, if there are insufficient monies due or to become due to the Contractor to permit of such deduction, the Contractor shall pay to the Owner upon demand an amount sufficient to make up the deficiency. In making payments under this Section the Owner may act upon any evidence that it deems sufficient and may compromise any disputed liability.

- 35.06 The Contractor shall submit to the Engineer in duplicate, together with each monthly statement, except the first one a "Statutory Declaration re Payment of Accounts" in such form as may be required by the Owner signed by an authorized signing officer of the Contractor stating that all workmen employed by the Contractor in the performance of the Contract have been paid in full and in accordance with the requirements of the Contract not less frequently than semi-monthly and up to and including the pay-day immediately preceding the date of the declaration and that all other liabilities incurred by the Contractor arising out of work performed or materials supplied as set forth in the Monthly Estimate relating to the last monthly statement previously submitted have been discharged. The Owner may withhold approval of a Monthly Payment Certificate if the Contractor fails to submit such a declaration or if the Contractor submits an improperly completed declaration.
- 35.07 Before any holdback will be released to the Contractor the statutory declaration required by the General Conditions must have been submitted by the Contractor.
- 35.08 The Owner may in its discretion require the Contractor to submit such additional statutory declaration relating to discharge of liabilities as the Owner may require before the Owner will release to the Contractor any remaining holdback.

GC36 COMMENCEMENT AND COMPLETION

- 36.01 The Work shall not commence nor shall any materials for incorporation into the Work be delivered to the work site until the Owner has requested the Contractor to execute the Contract agreement and the Engineer has issued to the Contractor a written order to commence work. Following such request and order, the Work shall be commenced within seven days after the date of the said order and shall be continuously carried on to completion, (subject as herein provided) and shall be completed and full possession thereof given to the Owner within the period provided in the Contract, unless an extension of time, in writing, shall be allowed by the Engineer in which case, it shall be carried on to completion, and possession given to the Owner within the additional period so allowed.
- 36.02 If ordered by the Engineer, the Contractor and his agents and employees shall be required to work continuously throughout the twenty-four (24) hours of the day for six days per week in the performance of the Work under the Contract at no additional cost to the Owner.
- 36.03 In the event of delay caused by strikes or combinations on the part of the workmen employed, or by any act of the Owner, or from such other cause as, in the opinion of the Engineer, the Contractor cannot reasonably be held responsible for, or, in the event of extra or additional work being ordered by the Engineer, the Engineer may allow such additional time for completion as he may deem fair and reasonable, provided the Contractor applies in writing for an extension of time at the time such delay occurs or such extra or additional work is ordered and satisfies the Engineer that he is justly entitled to a further time allowance.
- 36.04 Notwithstanding the time allowed for completion of the Work, if in the opinion of the Engineer the rate of progress of any part or parts of the Work or during any period or periods during which work is being carried on or is required to be carried on is unsatisfactory and if amounts are payable by the Owner in respect of site supervision of the Work, traffic control, compensation or damages by reason, in the opinion

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-21

of the Engineer, of such unsatisfactory rate of progress, the Contractor shall be liable to the Owner for the payment of such amounts and such amounts may be deducted by the Owner from any money due to the Contractor under the Contract.

- 36.05 No progress or interim estimate or certificate shall release the Contractor or his surety from any responsibility, or be taken as evidence of any such release, or as acceptance of any work or material, or as a waiver of any condition herein.
- 36.06 The Work and every portion and detail thereof shall, during construction, be protected by the Contractor from damage from any cause whatsoever, and shall at the date of issuance of the Completion Certificate, be put and left by the Contractor in good and satisfactory condition, finished in all respects, and, at that time, must be fully up to the requirements of the Contract in every part, all surplus and refuse material and rubbish removed from the vicinity of the Work; the premises left in a neat and tidy condition, all damage to adjacent property, pavements, foot-walks, beaches, boulevards and sodding, or other things, injured or interfered with by the Contractor or his agents or employees, made good, and, every other requirement of the Contract complied with.
- 36.07 In case of the Contractor's failure to finish the Work properly and fully, and as required, or in case of the Work, or any part thereof, being taken out of his hands, as provided in these General Conditions, the Engineer may proceed to finish the Work for him, as his agent in this respect, and at his expense, or proceed, as provided in GC64 - NON FULFILMENT OF THE CONTRACT.

GC37 LIQUIDATED DAMAGES

- 37.01 In case the Contractor shall fail to complete the Work in accordance with the Contract and to the satisfaction of the Engineer, within the time or times specified, the Contractor shall pay the amounts specified in the Information for Tenderers, for each calendar day that the Work or works shall remain unfinished after the time so specified; which said sum or sums in view of the difficulty of ascertaining the losses which the Owner may suffer by reason of delay in the performance of the said Work, is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that the Owner will suffer by reason of said delay and default and not as a penalty; and the Owner may deduct and retain the amounts of such liquidated damages out of the monies which may be due or become due to the Contractor under the Contract, as provided in GC61 - MONIES DUE OWNER.

GC38 COMPLETION SECURITY ACCOUNT

- 38.01 The contract price includes the Completion Security Account as stated herein.
- 38.02 The Completion Security Account consists of a fixed percentage of the contractor's approved monthly (or any other) invoices, after construction lien holdback and maintenance holdback amount has been deducted.
- 38.03 The total accumulated amount in the Completion Security Account shall be released to the Contractor upon issuance of the Completion Certificate by the Engineer. No partial release from the Completion Security Account will be considered.
- 38.04 Following the issuance of the Certificate of Substantial Performance of the Work, and if within twenty-one (21) days of written notice from the Engineer, the Contractor either fails to complete the Work to 100% completion or fails to provide any acceptable schedule for the completion of the outstanding work and fails to maintain such schedule, the Owner shall in writing terminate the Contractor's right to continue with the outstanding work and hire other forces to complete the work to 100% completion.
- 38.05 An administration cost will be assigned by the Owner, and deducted from the Completion Security Account as it sees fit, to compensate for its co-ordination of the additional work.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-22

- 38.06 Upon issuance of the Completion Certificate of the Work, the balance of the monies in the Completion Security Account shall become due and payable, subject to the provision of the **Workers' Compensation Insurance, Section 18.1.**
- 38.07 The Completion Security Account shall consist of one-half percent (0.5%) of the Contract price.
- 38.08 The Completion Security Account, which is at no time part of the statutory holdback, shall be retained by the Owner in increments from monies that would otherwise be payable to the Contractor, commencing at seventy percent (70%) completion of the Contract, or thereabouts, as determine by the Engineer, so that by the date of Substantial Performance of the Contract, the full value of the required Completion Security Account has been retained.
- 38.09 None of the provisions of this General Condition shall take precedence over the Owner's right to Perform Work or Stop the Work, or Terminate Contract unless the Certificate of Substantial Performance of the Work has been issued, in which case, the provisions of this contract condition shall govern.

GC39 SUBSTANTIAL PERFORMANCE OF CONTRACT

- 39.01 The Contract shall be considered as substantially performed when the Work has satisfactorily passed the required inspection and performance testing, when all operational training and documentation have been completed and can be used for the purposes intended, and the Work is capable of being completed or, where there is a known defect, corrected at a cost of not more than,
- (1) 3 percent of the first \$1,000,000 of the contract price plus
 - (2) 2 percent of the next \$1,000,000 of the contract price plus
 - (3) 1 percent of the balance of the contract price.
- 39.02 The words "can be used for the purposes intended" are defined as compliance of the Work where:
- Each item of mechanical, electrical, instrumentation, piping and HVAC equipment installed under this contract have been tested to demonstrate compliance with the performance requirements of this contract **AND**
 - Each mechanical, electrical, instrumentation, piping and HVAC system installed or modified under this Contract have been tested in accordance with the specified requirements **AND**
 - All draft operating manuals, maintenance manuals, "As-Built" red line drawings **AND**
 - All training **AND**
 - All spare parts and materials **AND**
 - All warranty certificates **AND**
 - All test results have been submitted to the Engineer and instructions provided to Owner's staff to enable the Owner to operate the facility have been provided. **No deviation to this requirement will be permitted.**

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-23

- 39.03 Where the Work or a substantial part thereof are ready for use or are being used for the purposes intended but part of the Work cannot be completed expeditiously for reasons beyond the control of the Contractor or where the Owner and the Contractor agree to delay completion of the Work, the cost, as determined by the Engineer, of completing the outstanding work shall be deducted from the contract price in determining substantial performance and the value of the Work completed.
- 39.04 When the Contract has been substantially performed by the Contractor in accordance with the foregoing and GC48 - SUBSTANTIAL PERFORMANCE CERTIFICATE and upon the Contractor's application for the Substantial Performance Certificate, the Engineer will issue the certificate on submission by the Contractor of the following documents:
- (1) A written undertaking by the Contractor to complete expeditiously any outstanding work and to discharge all unfulfilled obligations under the Contract.
 - (2) The Contractor's final claim (except in respect of outstanding work).
 - (3) A release by the Contractor in a form satisfactory to the Engineer releasing the Owner from all further claims relating to the Contract (except in respect of outstanding work).
 - (4) A statutory declaration in a form satisfactory to the Engineer that all liabilities incurred by the Contractor and his Sub-Contractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and sub-contracts thereunder have expired or have been satisfied, discharged or provided for by payment into Court.
 - (5) A satisfactory Clearance Certificate from the Workers' Compensation Board.
- 39.05 The Engineer shall set out in the Certificate of Substantial Performance the date on which the Contract was substantially performed and within seven days after signing the said certificate he shall provide a copy to the Contractor.
- 39.06 Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith, as required by **Section 32(1) Paragraph 5 of the Construction Lien Act**, publish a copy of the said certificate in a construction trade newspaper. Such publication shall include placement in the Daily Commercial News.
- 39.07 Alternatively, in order to expedite payment to the Contractor and to creditors under the Contractor, the Engineer may, if so requested by the Contractor, arrange on behalf of the Contractor to publish the said certificate in the Daily Commercial News within seven days after signing the certificate. Such arrangement shall not relieve the Contractor of any responsibility under the said Act. The cost of publication shall be borne by the Contractor.
- 39.08 Where the Contractor fails to publish a copy of the Certificate of Substantial Performance as required above within seven days after receiving a copy of the said Certificate signed by the Engineer, the Owner may publish a copy of the certificate at the Contractor's expense.
- 39.09 Except as otherwise provided in **Section 31 of the Construction Lien Act**, the 45-day period prior to the release of holdback as referred to in GC47.03 hereof, shall commence from the date of publication of the Certificate of Substantial Performance as provided for in GC39.06.

GC40 COMPLETION OF CONTRACT

- 40.01 The work shall be deemed to be completed when:
- (1) the work has satisfactorily passed the required inspection and testing, and

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-24

- (2) the cost of completion of all outstanding work and known defects is not more than the lesser of:
- (i) one percent of the contract price, and
 - (ii) \$1,000.00

40.02 When the Contract has been completed in accordance with GC40.01 and upon the Contractor application for the Completion Certificate, the Engineer will issue a certificate on submission by the Contractor of the following documents:

- (1) The Contractor's final claim (including the value of work completed since the date of the claim referred to in GC39.04 (2) above).
- (2) An up-to-date release by the Contractor in a form satisfactory to the Engineer releasing the Owner from all further claims relating to the Contract.
- (3) An up-to-date statutory declaration in a form satisfactory to the Engineer that all liabilities incurred by the Contractor and his sub-contractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and sub-contracts thereunder have expired or have been satisfied, discharged or provided for by payment into Court.

40.03 The Engineer shall set out in the Completion Certificate the date on which the Work was completed and within seven days of signing the said certificate he shall provide a copy to the Contractor.

40.04 Payment due to the Contractor following issuance of the Certificate of Completion shall be as provided for in GC49 - COMPLETION CERTIFICATE.

40.05 The Engineer may in his discretion direct or approve that the Work covered by the Contract be divided into two or more parts for the purpose of issuing Completion Certificate. In that event, the Contractor shall submit documentation as set out above in respect of each such part.

GC41 FINAL COMPLETION OF CONTRACT

41.01 On the expiration of the requirements of GC52 - WARRANTY AND GUARANTEE PERIOD, 24 months from the date of issuance of the Completion Certificate by the Engineer, as set out in the Completion Certificate, and after **all known imperfect work has been rectified in accordance with the Contract** to the satisfaction of the Engineer and the Engineer is satisfied to the best of his knowledge that the Contractor has discharged all his obligations under the Contract and has met the requirements of GC50 - FINAL COMPLETION CERTIFICATE and upon the Contractor application for the Final Completion Certificate, the Engineer will issue the Final Completion Certificate approving the release to the Contractor of the maintenance security, less any deduction as provided for in the Contract.

41.02 On the expiration of the Warranty and Guarantee Period of twenty-four (24) months from the date of issuance of the Completion Certificate by the Engineer, as set out in the Completion Certificate, the Engineer may approve the release to the Contractor a part of the Maintenance Security on such terms and conditions as the Engineer deems advisable notwithstanding that the Final Completion Certificate has not been issued and that all imperfect work has not been rectified in accordance with the Contract.

GC42 RELEASE OF HOLDBACK TO SUB-CONTRACTORS

42.01 Notwithstanding that the Contract as a whole has not yet been substantially performed, the Engineer may, if requested in writing by the Contractor, approve the completion of a sub-contract and the release to the Sub-Contractor through the Contractor of the 10% holdback retained by the Owner in respect of the Work covered by the said sub-contract provided that

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-25

- (a) the Contractor certifies
- (1) that the said sub-contract has been completed satisfactorily, or
 - (2) that the said sub-contract has been completed satisfactorily except for work not exceeding in value the lesser of
 - (i) one percent of the sub-contract price, or
 - (ii) \$1,000.00
- and gives reasons why the uncompleted work is still outstanding.

AND

- (b) the Engineer is satisfied
- (1) that the said sub-contract has been completed satisfactorily, or
 - (2) that the said sub-contract has been completed satisfactorily to the fullest extent reasonably possible at that date and that the work remaining to be completed does not exceed in value the sum derived from (a) (2) above.
 - (3) that all required or necessary inspection and testing of the works covered by the said sub-contract have been carried out and that the results are satisfactory.

AND

- (c) the Contractor has furnished to the Engineer
- (1) a release by the Contractor in a form satisfactory to the Engineer releasing the Owner from all further claims (excepting holdback monies) relating to the said sub-contract.
 - (2) evidence satisfactory to the Engineer that the said sub-contractor has discharged all liabilities incurred by him in carrying out the said sub-contract and that all liens in respect of the completed sub-contract have expired or have been satisfied, discharged or provided for by payment into Court.
 - (3) a satisfactory clearance certificate or letter from the Workers' Compensation Board relating to the said sub-contractor.
 - (4) the required Warranty and Guarantee Security in respect of the said sub-contract as provided for in GC53 - WARRANTY AND GUARANTEE SECURITY.

AND

- (d) The Engineer retains sufficient money to cover the cost of completing any work which remains uncompleted under the said sub-contract.

AND

- (e) if he so requests, the Engineer is furnished with a photostat copy of the contract between the Contractor and the said Sub-Contractor and with a satisfactory statement showing the total amount due from the Contractor to the said Sub-Contractor.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-26

- 42.02 The Engineer shall, within seven days after he approves a certificate wherein it is certified that the Sub-Contract has been completed, give a copy of the said certificate to the Contractor and to the sub-contractor concerned.
- 42.03 On receipt of the holdback monies from the Owner, the Contractor shall forthwith pass to the Sub-Contractor concerned the payment due under the said sub-contract and shall pass to the Engineer a copy of the transmittal letter showing the amount of the said payment.
- 42.04 The requirements of GC52 - WARRANTY AND GUARANTEE PERIOD for the Work carried out under the said sub-contract shall continue until the issuance of the Final Completion Certificate for the Contract.
- 42.05 Release of holdback monies by the Owner in respect of a sub-contract in accordance with the foregoing shall not relieve the Contractor or his surety of any of their responsibilities pursuant to the **Construction Lien Act, 2018**, as amended, and shall not be made until a period of 60 days has elapsed from the date of approval of the certificate certifying the said sub-contract to be completed.

GC43 MEASUREMENTS

- 43.01 The Contractor shall submit to the Engineer at the end of each calendar month a fully itemized statement showing the estimated value of the permanent work executed up to the end of the month based on the unit prices shown in the Contract, together with a fully itemized statement of the value of major items of material and equipment on site for incorporation into the permanent works.
- 43.02 The said monthly statement shall not bind the Engineer in any manner in the preparation of his final measurement of the Work constructed by the Contractor under this Contract.
- 43.03 The final measurement shall be prepared in detail as soon as the whole of the Work have been completed, and this final measurement shall be approved and accepted in writing by the Engineer. Thereafter the Completion Payment Certificate shall be issued and payment shall be made in accordance with GC49 - COMPLETION CERTIFICATE.

GC44 ALTERATIONS, EXTRAS, DEDUCTIONS AND CLAIMS

- 44.01 The Engineer shall have the right to
- (1) make or order any alterations and changes as he may deem advisable at any time before or during the prosecution of the Work, in any line, grade, plan or detail thereof, or
 - (2) to suspend or omit any portion of the work, or
 - (3) to increase or decrease the dimensions of any part of the Work or works, or
 - (4) to vary in any way the Work herein contracted for, or
 - (5) to order any additional or extra work to be done, or additional or extra materials to be furnished;

and the Contractor shall, in pursuance of written orders of the Engineer to that effect, proceed with, carry out and execute the works as directed, and shall supply such additional materials, and do such additional or extra work as the Engineer requires in pursuance of such orders, without being entitled to any extension of time for completion or any additional payment on account thereof, except only as herein provided.

- 44.02 In each and every case where additional or extra work or materials of any kind is ordered to be done or supplied, or where the Contractor does or supplies, or contemplates doing or supplying any work or material which he considers extra or beyond the requirements of the Contract, or upon which he intends

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-27

claiming any extra or additional payment, he is required, before commencing any such work, or procuring any such material, to obtain from the Engineer a written order therefor, stating (a) that the same is an extra and will be paid for as such, and also clearly defining the nature of such extra work or material, and the amount the Contractor is to receive therefore, or the terms under which the same is to be paid for; or (b) that the same is considered to be a part of the Contract and not an extra and that no additional payment shall be made therefore; and the Contractor shall also, before beginning any such work or commencing to deliver any such material, notify the Engineer in writing of his intention to commence work thereon or delivery thereof, so that a proper account or record of the same may be kept by the Engineer. If the Contractor proposes to claim additional payment for work or materials which the Engineer considers to be a part of the Contract and not an extra, the Contractor shall so notify the Engineer in writing before commencing such work or delivering such materials and must submit his claim for additional payment within 15 working days of completing such work.

- 44.03 In case of the Contractor's neglect or failure to observe fully and faithfully the above conditions in this section contained, he shall forfeit all right to payment therefor which he otherwise might have had, and shall not make any claim in respect thereof, and if made, the Engineer may reject the same as invalid.

GC45 VALUATION OF VARIATIONS

- 45.01 The Engineer shall determine the amount, if any, to be added to, or deducted from, the sum named in the Tender, in respect of any extra or additional work done, or work omitted by his Change Order. All such work, either by quotation or time and material shall be valued at the price as set out in the Schedule of Items and Prices or the Schedule of Additional Unit Prices if, in the opinion of the Engineer, the same shall be applicable.
- 45.02 If the Contract does not contain any prices applicable to the extra, additional, or omitted work, then the Contractor and Engineer may agree on a price for such work, in which case the price shall be comparable to prices quoted on work of a similar nature and shall be limited to such amounts as can be directly substantiated by current market value charged for labour burden and materials.
- 45.03 If the methods of evaluating extras described herein are clearly inapplicable, then the Engineer may direct that extra work shall be done by the Contractor on a cost plus basis providing for payment as follows:
- (1) The actual cost of all labour, including allowance for holiday pay, unemployment insurance, levy by Workers' Compensation Board, and other contributions made by the employer to an employee as required by law or a contract, required directly for the performance of extra work plus 15% of the same, for the first \$10,000 and 5% over and above \$10,000.
 - (2) The actual cost of all materials including transportation charges required directly in the extra work, plus 15% of the same, for the first \$10,000 and 5% over and above \$10,000.
 - (3) A reasonable rental to be agreed upon before the work is begun for machinery and heavy equipment, such as tractors, bulldozers, ditching machines, air compressors, concrete mixers and graders, for the actual time required in operation for the performance of the extra work, to which no percentage shall be added.
- 45.04 If the Contractor is directed to carry out extra or additional work on a cost-plus basis and he proposes to have such work or a part thereof carried out by a Sub-Contractor, he shall notify the Engineer to that effect before commencing the said work. Provided that the Contractor's proposal and all Sub-Contractors involved have first been approved by the Engineer, the Contractor may claim payment from the Owner for such work as follows:
- (i) In respect of work carried out by the Contractor's own forces, an amount equal to the sum of the amounts provided for under (1), (2), and (3) above.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-28

- (ii) In respect of work carried out by a Sub-Contractor's forces, an amount equal to the sum of the amounts provided for under (1), (2), and (3) above plus 5% of such sum.

- 45.05 Allowances for overhead and profit shall cover all the Contractor's administrative and incidental costs relating to a change, including, without limitation, costs relating to superintendence and supervision, shop drawing production, Site Office and Home Office expenses, workers tools, temporary facilities and controls. No further claim for change in the contract time, delay, prolongation charges, impact costs, loss of anticipated profit or other such claims will be accepted as having resulted from a Change Order, after it has been accepted by the Owner.
- 45.06 In the valuation of labour costs in connection with changes and the amount to be charged for labour burden and materials, they shall be limited to such amounts as can be directly substantiated by current market value.
- 45.07 The Contractor will not be entitled to charge a fee or charge for overhead and profit on credits to the Contract. Where a change involves extra and credits, the Contractor will only be entitled to allowances for overhead and profit on the total net extra for the change.
- 45.08 No compensation for extra work or material shall be allowed unless such work or material is ordered in writing by the Engineer. Whenever any extra work is being performed in accordance with GC45.03 herein the Contractor shall, each working day, report to the Engineer, in writing, in full detail, the amount and cost of the labour and materials supplied and used in carrying out each order for extra work on the preceding working day, and no claim for compensation for extra work or materials will be considered or allowed unless such report shall have been made.

The Engineer will not allow any compensation for the cost of repairs to equipment of any kind or for damage to anything used in performing any such extra work or making any such alterations. No change in contract time resulting from a change in the Work will be accepted, if in the Engineer's opinion, such change in the Work can reasonably be accommodated within the approved schedule.

GC46 BOOKS AND RECORDS OF THE CONTRACTOR

- 46.01 The Contractor shall keep proper books and records showing names, trades, and addresses of all workmen in his employ and wages paid to, and the time worked by, such workmen; also records, books, and invoices showing all costs, expenditures, payments, settlements, receipts, and balances in connection with the construction of the works.
- 46.02 All records of the Contractor relevant to the valuation of the works including payrolls, time books of account, invoices, and statements, shall be maintained on the site or at some other place approved by the Engineer and shall be open at all reasonable times for inspection by the Engineer. The Contractor shall in every way assist such inspection for the purpose of establishing and determining labour costs, the cost of extra work, and progress payments to be made.

GC47 MONTHLY PAYMENT CERTIFICATES

- 47.01 The Contractor shall submit to the Engineer at the end of each calendar month a fully itemized statement showing the estimated value of the permanent work executed up to the end of the month based on the prices shown in the Contract and the section covering Valuation of Variations, together with a fully itemized statement of the value of major items of material and equipment on site for incorporation into the permanent works. The Engineer assumes no responsibility to determine the payment due to a Sub-Contractor, or a Sub-Contractor's percentage of completion. It remains the Contractor's duty to make appropriate payment to his sub-contractors and to ensure that failure to do so will not result in reduced progress of the Work and remedy deficiencies of completed work of that Sub-Contractor.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-29

- 47.02 From each monthly statement including the statement based on the final measurement, the Engineer will prepare a Monthly Payment Certificate and will include therein so much as he considers fair and reasonable in respect of the value of the work executed and of the major items of material and equipment on site.
- 47.03 Ten percent (10%) of all monies due the Contractor in accordance with the Monthly Payment Certificate up to a limit of 10% of the contract price, shall be retained by the Owner (except as may otherwise be provided for in the Contract) and shall be termed the statutory holdback.
- 47.04 The Monthly Payment Certificate will show the Engineer's gross valuation of the work performed and materials supplied, the deduction of the appropriate amount of holdback, the previous payments to the Contractor and the amount due him.

No progress estimate or payment shall be held to bind the Engineer in his valuation of the work on its completion and the Engineer may on any Monthly Payment Certificate make correction or modification to any previous certificate he has made.

At the time of issuance by the Engineer of the Certificate of Substantial Performance in accordance with Section 60 of the General Conditions, the Engineer shall:

- (1) Notify the Contractor of the value of the maintenance security required by Section 11 hereof.
- (2) Prepare a Substantial Performance Payment Certificate showing:
 - (i) The value of work completed to-date.
 - (ii) The value of outstanding or uncompleted work.
 - (iii) The value of the required maintenance security.
 - (iv) The amount of the 10% holdback (allowing for any previous release of deliveries of pre-selected equipment).
 - (v) The amount due to the Contractor.
- (3) Prepare a Payment Certificate releasing the Contractor the 10% holdback due in respect of work performed up to the date of substantial performance. Subject to the provisions of the Construction Lien Act and the submission by the Contractor of the following documents, such holdback shall become payable after 60 days from the date of publication of the Certificate of Substantial Performance:
 - (i) A written undertaking by the Contractor to complete expeditiously any outstanding work and to discharge all unfulfilled obligations under the Contract.
 - (ii) The Contractor's final claim (except in respect of outstanding work).
 - (iii) A release by the Contractor in a form satisfactory to the Engineer releasing the Owner from all further claims relating to the Contract (except in respect of outstanding work).
 - (iv) A Statutory Declaration in a form satisfactory to the Engineer that all liabilities incurred by the Contractor and his Subcontractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and Subcontracts thereunder have expired or have been satisfied, discharged or provided for by payment into Court.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-30

- (v) A satisfactory Clearance Certificate from the Worker's Compensation Board.

At the time of issuance by the Engineer of the Certificate of Completion in accordance with Section 62 of the General Conditions, the Engineer shall:

- (1) Prepare a Completion Payment Certificate showing:
 - (i) The Final Contract Price
 - (ii) The amount of the further 10% holdback (based on the value of further work completed over and above the value of work completed shown in the Substantial Performance Payment Certificate).
 - (iii) The value of the required maintenance security.
 - (iv) The amount due the Contractor.
- (2) Prepare a Payment Certificate releasing to the Contractor the further 10% holdback. Subject to the provisions of the Construction Lien Act and the submission by the Contractor of the documents required by Section 62 of the General Conditions, such further 10% holdback shall become payable after 45 days from the date of completion of the works as established by the Certificate of Completion.

If, when the Engineer issues the Final Certificate at the end of the period of maintenance, any monies are still being retained by the Owner as maintenance security or for other reasons, the Engineer will issue a Final Payment Certificate releasing the monies due the Contractor and will arrange for the payment of any interest due on the maintenance security.

47.05 Requests for payment for products prior to their incorporation into the actual construction when accompanied by an invoice identified as "Paid in Full" from the manufacturer and/or supplier of said product, will be considered on an individual basis where the prior payment for such products will, in the opinion of the Engineer:

- (1) ensure maintenance of the construction schedule,
- (2) ensure materials in short supply will be available when required, and/or
- (3) ensure that the Contractor will not be burdened with increasing costs.

47.06 Request for payment for such products, shall be supported by such evidence as the Engineer may reasonably require to establish the value and delivery of the products.

47.07 Products receiving "prior payment" shall be stored at the risk of the Contractor, in such a place and manner as approved by the Engineer, so as to be immediately available on site as required. The Contractor shall be responsible for storage, security and timely delivery of product to job site, as well as any and all such additional costs resulting therefrom.

47.08 No progress estimate or payment shall be held to bind the Engineer in his valuation of the work on its completion and the Engineer may on any Monthly Payment Certificate make correction or modification to any previous certificate he has made.

47.09 The Contractor shall submit with each application for payment, after the first, a standard Statutory Declaration, which may be in the form of CCDC 9B, verifying that all payments due to Sub-Contractors, for wages and salaries for work done and products furnished in connection with the Work to the end of the month immediately preceding that covered by the current application have been made, and that all

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-31

assessments and levies under the **Unemployment Insurance Act**, the **Workers' Compensation Act** and other social and labour legislation with respect to this Contract have been paid.

- 47.10 The Contractor must comply with GC10.1, the submission of his construction schedule, **based on his tender**, prior to his application for the first progress payment. No deviation to this requirement will be permitted.
- 47.11 The Owner shall make payment to the Contractor on account no later than twenty (20) working days after receipt from the Engineer of a Certificate for payment by the Engineer.
- 47.12 Delay by the Owner in making any payment to the Contractor shall be deemed not to be a breach of contract by the Owner.

GC48 SUBSTANTIAL PERFORMANCE CERTIFICATES

- 48.01 When the Contractor considers the Contract to be substantially complete in accordance with GC39 - SUBSTANTIAL PERFORMANCE OF CONTRACT, the Contractor shall request an inspection. The inspection team shall consist of the Engineer and the Contractor. A list of deficiencies will be prepared. These deficiencies shall be corrected as soon as possible and the Engineer notified in writing by the Contractor when all items are to be completed. The Contractor may then make application for Substantial Performance Certificate.
- 48.02 The Contractor's application for Substantial Performance Certificate shall include the following:
- (1) A statement to the Owner through the Engineer to the effect that:
 - i) the Contract is substantially performed, and
 - ii) the performance of the balance of the contract is in progress and a detailed schedule for the rectification of all deficiencies or outstanding work and the date of total performance. Where the balance of the contract, or a part or parts thereof cannot be performed forthwith, but must be deferred for reasons beyond the control of the Contractor, the Contractor's statement shall contain a complete date for each phase of the balance of the contract.
 - (2) A statement showing the amount of holdback monies due for release and payment following the issue of the Substantial Performance Certificate.
 - (3) A statement of completion with the cost value of:
 - i) work to be completed including unsatisfactory work,
 - ii) work which cannot be performed for reasons beyond the control of the Contractor.
 - (4) The submission of all data, operating instructions, maintenance manuals, record drawings, spare parts and materials, evidence of all tests, instructions to the Owner staff etc. to enable the Owner to operate the facility.
 - (5) Notification by the Engineer of any imperfection due materials or products used in the construction of the work or workmanship thereof prior to the date of issuance of the Completion Certificate shall be deemed to be a deficiency in the Work and shall be made good prior to the commencement of the warranty and guarantee period by the Contractor. The decision of the Engineer as to the nature, extent and cause of such imperfections and the necessity for remedying the same shall be final. If the Engineer notifies the Contractor in writing of imperfections prior to the termination of the warranty and guarantee period, the Contractor shall

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-32

make good the imperfections as specified above notwithstanding that the work of making good may commence after or extend beyond the end of the twenty-four (24) months as required by GC52 - WARRANTY AND GUARANTEE PERIOD.

- 48.03 At the time of issuance by the Engineer of the Substantial Performance Certificate in accordance with GC39.04, the Engineer shall
- (1) Notify the Contractor of the value of the Warranty and Guarantee Security required by GC53 - WARRANTY AND GUARANTEE SECURITY.
 - (2) Prepare a Substantial Performance Payment Certificate showing:
 - (i) the value of work completed to date;
 - (ii) the value of outstanding or uncompleted work;
 - (iii) the value of the required Warranty and Guarantee Security;
 - (iv) the value of the Completion Security Account;
 - (v) the amount of the 10% holdback (allowing for any previous releases of holdback to the Contractor in respect of completed sub-contracts and deliveries of pre-selected equipment;
 - (vi) the amount due the Contractor
 - (3) Prepare a payment certificate releasing to the Contractor the 10% Lien Holdback due in respect of work performed up to the date of substantial performance. Subject to the provisions of the **Construction Lien Act** and the submission by the Contractor of the documents required by GC39.4 hereof, such holdback shall become payable after 45 days from the date of publication of the Substantial Performance Certificate.

GC49 COMPLETION CERTIFICATE

- 49.01 At the time of issuance by the Engineer of the Completion Certificate in accordance with GC40.01 above, the Engineer will, no later than ten (10) working days after the receipt of an application from the Contractor for payment upon Completion of the Contract, make an inspection and assessment of the Work to verify the validity of the application. The Engineer will, no later than seven (7) working days after his inspection, notify the Contractor of his approval or the reasons for his disapproval of the application.
- 49.02 When the Engineer finds that Completion of the Contract has been achieved, he will issue a Completion Certificate and certify for payment the remaining monies due to the Contractor under the contract less holdback monies which are required to be retained and the guaranteed period of maintenance and rectification shall commence as of the date stated in the Completion Certificate.
- 49.03 The date of Completion of the Contract shall be as stated in the Certificate. Subject to the provision of **Workers' Compensation Insurance, Section 18.1**, the Owner shall, no later than twenty (20) working days after the issuance of such Certificate, make payment to the Contractor.
- 49.04 Monies for Completion of the Work shall not be released until certified by the Engineer, as provided for hereto and under GC38 - COMPLETION SECURITY ACCOUNT.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-33

- 49.05 The Owner reserves the right to contract out uncompleted deficiencies as provided for in GC38 - COMPLETION SECURITY ACCOUNT, without prejudice, to any other right or remedy and without affecting GC52 - WARRANTY AND GUARANTEE PERIOD, and without limiting the generality of the foregoing, including costs of engineering and investigation and all cost of administration, or sustains damage or loss of any kind, the Contractor and his surety or sureties shall be liable to the Owner for such costs, damage and loss.
- 49.06 When the Engineer is fully satisfied that all work has been completed, the Contractor shall issue a written statement to the Owner to the effect that "the Work in respect to the Contract has been completed as of the date of the statement and no further work is required, except for the requirements of GC52 - WARRANTY AND GUARANTEE PERIOD.

GC50 FINAL COMPLETION CERTIFICATE

- 50.01 Prior to final release of warranty holdback monies, the Contractor shall submit to the Engineer:
- (1) An acceptable Statutory Declaration signed by the Contractor stating that all materials, work and services, in connection with the contract, have been paid in full and there exists no preserved or unpreserved liens.
 - (2) A statement from the Workers' Compensation Board to the effect that all assessments from the Workers' Compensation Board to the end of the execution of the contract have paid in full.
 - (3) The Final Deficiency List issued by the Engineer, completed with the date for each and every deficiency on the Deficiency List when each of the deficiency was corrected.
- 50.02 If, when the Engineer issues the Final Completion Certificate at the end of the guaranteed period of maintenance and rectification, any monies are still being retained by the Owner as maintenance security or for other reasons, the Engineer will issue a Final Payment Certificate releasing the monies due the Contractor.

GC51 STATUTORY DECLARATION REQUIREMENTS

- 51.01 When making application for Substantial Completion, Completion and Final Completion of the Contract, the Contractor shall submit to the Engineer, all specified written guarantees, bonds, maintenance manuals, records, certificates and a statutory Declaration acceptable to the Engineer, signed by the Contractor stating that all material, work and services in connection with the Contract have paid in full, up to the holdback, and that no liens do or can exist, including a receipt from each Sub-Contractors, stating that he has been paid in full up to the holdback for all materials, work and service in connection with this Contract.

GC52 WARRANTY AND GUARANTEE PERIOD

- 52.01 The "Warranty and Guarantee Period" is also referred to as the "Maintenance Period".
- 52.02 The "Warranty and Guarantee Period" means the period from the date of completion of the Contract, as set out in the Completion Certificate to the date of issuance of the Final Completion Certificate and shall not be less than twenty-four (24) months. However, the Contractor may apply for early release of holdback after the first 24 months of the maintenance period. If there are no deficiencies then the Contractor's holdback will be released after the first 24 months. Otherwise, the holdback will be retained for the full 24 month maintenance period.
- 52.03 The Contractor warrants and guarantees that with ordinary wear and tear the Work shall, until the end of the warranty and guarantee period, remain in such conditions as will meet with the approval of the

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-34

Engineer, and that he will be responsible for rectification in a manner satisfactory to the Engineer, and for the cost thereof, of any imperfect work due to or arising from materials, equipment or plant incorporated into or used in the construction thereof or due to or arising from workmanship or methods of construction, that is discovered by any means at any time prior to the issuance of the Final Completion Certificate. The Engineer shall decide as to the nature, extent, cause of a responsibility for imperfect work and the necessity for rectification thereof.

52.04 Prior to the expiration of the warranty and guarantee period of 24 months from the date of the Completion Certificate, the Engineer shall carry out an inspection of the Work and shall notify the Contractor of any imperfections therein disclosed by such inspection, provided that the failure of the Engineer or their agent to carry out such an inspection or to give notification shall not relieve the Contractor or his surety from any responsibility or obligations under, or any term or provision of, the contract.

52.05 If, as a result of imperfect work, for which the Contractor is responsible, the Owner incurs any cost, and without limiting the generality of the foregoing, including cost of engineering and investigation and all cost of administration, or sustains damage or loss of any kind, the Contractor and his surety or sureties shall be liable to the Owner for such costs, damage and loss. The amount of such costs, damage or loss shall be determined or estimated by the Engineer and, upon such determination or estimation, shall be deemed to be "MONIES DUE OWNER".

52.06 The Contractor shall, at any time or times prior to the issuance of the Final Completion Certificate and when required to do so by the Engineer, make such openings, tests, inspections, excavations, examinations, or other investigations in, through, of or in the vicinity of the Work as the Engineer may direct and shall, if required, make good again, to the satisfaction of the Engineer, any openings, excavations or disturbances of any property, real or personal, resulting therefrom.

If, in the opinion of the Engineer, any imperfect work for which the Contractor is responsible is found in the Work by such investigations, the cost of such investigations and such making good shall be borne by the Contractor, but if, in the opinion of the Engineer, no such imperfect work is found by such investigations, the said cost shall be borne by the Owner.

52.07 No payment certificate, document, act, failure to act, statement or representation of, by or on behalf of the Owner or its employees or agents, no dealing, transaction, forbearance or forgiveness which may take place between the Contractor or his surety or sureties and the Contractor or its employees or agents and no exercise or forbearance to exercise any of the rights or powers of the Owner, shall release the Contractor or his surety or sureties from any term of provision or of any responsibility, obligation or liability under the Contract, or otherwise, shall waive or impair any of the rights and powers of the Owner or of the Engineer.

52.08 Notwithstanding expiration of the 24 month warranty and guarantee period, the Contractor shall not be relieved by correcting any defects or faults of which notice has been given to the Contractor prior to the expiration of the said period. The Contractor immediately prior to the expiration of the warranty and guaranteed period or upon correction of the defects if these defects or faults have not been corrected during the said period, shall request a joint inspection of the Work and the Engineer will, on being satisfied that all rectification work has been completed, issue a Final Completion Certificate.

52.09 Notwithstanding the provision of this Article, if any statute or by-law of the Province, Owner or Company where the Work is being performed creates a more extended liability for faulty materials or workmanship, then the provisions of such statute or by-law shall apply.

GC53 MAINTENANCE PERIOD AND MAINTENANCE SECURITY

53.01 The "Maintenance Period and Maintenance Security" is also referred to as Warranty and Guarantee Security.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-35

53.02 **Maintenance Period:** The Contractor shall maintain the works and every part thereof in perfect order and in complete repair for a period of 24 months from the date of substantial performance, as herein provided, and make good in a permanent manner, satisfactory to the Engineer, any and all damage or injury to the works, both during their construction and during period of maintenance, as aforesaid, and, should the Contractor, from any cause, fail to do so when ordered, then the Engineer, at his option, after giving the contractor twenty-four hours notice, may do so and the whole cost, charges and expenses so incurred may be deducted or collected by the Owner as provided in Section 43 of the General Conditions. The decision of the Engineer is to be final as to the necessity of repair of any work done or required to be done under the provision of this or any other clauses in the Contract, and for the amounts expended thereunder.

53.03 **Maintenance Security:** The Contractor shall provide to the Owner for the duration of the period of maintenance, a maintenance security the value of which shall be derived from the following table:

CONTRACT PRICE		VALUE OF MAINTENANCE (in dollars) (M = million)		
FROM \$	TO \$			
LESS THAN 0.1 M		4% OF FINAL CONTRACT PRICE		
0.1 M	0.5 M	4,000 ON 1ST	0.1M + 3.0% ON NEXT	0.4M
0.5 M	1.0 M	16,000 " "	0.5M + 2.4% " "	0.5M
1.0 M	2.0 M	28,000 " "	1.0M + 2.2% " "	1.0M
2.0 M	4.0 M	50,000 " "	2.0M + 2.0% " "	2.0M
4.0 M	6.0 M	90,000 " "	4.0M + 1.8% " "	2.0M
6.0 M	10.0 M	126,000 " "	6.0M + 1.5% " "	4.0M
Over 10.0 M		186,000 " "	10.0M + 1.0% on balance.	

53.02 The Maintenance Security, which is at no time a part of the statutory holdback, shall be retained by the Owner in increments from monies that would otherwise be payable to the Contractor, commencing during the latter part of the period of construction, so that by the date of substantial performance of the contract the full value of the required maintenance security has been retained.

53.03 One month prior to the expiry of the Warranty and Guarantee Period, the Contractor shall request an inspection. The inspection team shall consist of the Engineer and the Contractor. A final list of deficiencies will be prepared. These deficiencies shall be corrected as soon as possible and the Engineer notified in writing by the Contractor when all items are to be completed.

53.04 Except as otherwise provided hereunder, the Maintenance Security, less any deductions made therefrom as provided for in the Contract, plus interest thereon over the period of maintenance and compounded annually at the applicable rate(s) of interest set from time-to-time by the Minister of Finance shall be paid to the Contractor following the issuance by the Engineer of the Final Certificate at the end of the period of maintenance.

53.05 The Contractor may apply in writing to the Engineer at the time of substantial performance to substitute for the monies retained as the Maintenance Security an alternative security of equivalent or greater value comprising:

- (a) one or more irrevocable letters of credit or

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-36

(b) another readily negotiable security.

Acceptance of any such alternative shall be at the discretion of the Engineer and the Owner.

- 53.06 Following receipt and acceptance of any such alternative, the Engineer shall release to the Contractor the monies previously retained for Maintenance Security purposes.
- 53.07 The Engineer may, at his/her discretion, allow the total Maintenance Security to be made up in part of monies retained under the Contract and in part of an alternative Maintenance Security as indicated in (a) and (b) above provided that the total value of such parts, as determined by the Engineer, shall be not less than the required value as derived from the table set out above.
- 53.08 Such alternative Maintenance Security or the monies derived therefrom, less any deductions made as provided for in the Contract, shall be released to the Contractor following the issuance by the Engineer of the Final Certificate at the end of the period of maintenance. Interest shall only be paid on monies, if any, derived from the said security and which remain unexpended in the maintenance security fund.
- 53.09 Where the Engineer proposes to release the statutory holdback to a Sub-Contractor through the Contractor as provided for in Section 59 of the General Conditions, the Engineer shall arrange for "the required maintenance security in respect of the said sub-contract", as referred to in the General Conditions, to be provided by a retention from monies that would otherwise be payable to the Contractor. The value of the required Maintenance Security shall be determined by applying to the value of the sub-contract work the same effective percentage retention, derived from the foregoing table, as applies to the Contract as a whole.
- 53.10 The Contractor may apply in writing to the Engineer to substitute for the Maintenance Security referred to in the preceding paragraph an Irrevocable Letter of Credit in the name of the Contractor.
- 53.11 Following the substantial performance of the Contract, the Engineer may require the Contractor to consolidate all Letters of Credit provided pursuant to the foregoing into one or two Letters of Credit covering the Contract as a whole.
- 53.12 The Contractor may allow his sub-contractors to provide Letters of Credit to the Contractor in conformity with the foregoing procedures. The Contractor shall provide the Engineer with copies of any or all such letters of credit on request.

GC54 PAYMENT OF INTEREST

- 54.01 The Owner shall not be liable for any interest on overdue accounts nor will interest be paid by the Owner for any payment delayed due to a dispute regarding a claim by the Contractor.

GC55 SUSPENSION OF WORK

- 55.01 The Engineer may, by an order in writing, at any time stop or suspend any part of the Work, or direct any portion to be commenced or completed in priority to any other part or portion, or may cancel the order to proceed with the Work, or with any part thereof, and the Contractor shall not thereby be entitled to any additional payment, or to claim for loss of profit or anticipated profit, or for damages or otherwise howsoever, by reason of such order except as may be allowed in accordance with GC19 - DELAY.
- 55.02 When in the opinion of the Engineer, it is deemed advisable for any reason to discontinue the Work, or any part thereof, for the winter, the Contractor must, on notice from the Engineer of the required discontinuation, forthwith place the Work in proper and satisfactory condition for the accommodation and safety of the public and for the effectual protection of the work against damage from rain, snow, frost, ice or other causes, and must so maintain the work.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-37

- 55.03 When work is ordered or permitted by the Engineer to be done during freezing weather, the Contractor shall provide the necessary means for heating and all the materials required in the Work shall be heated. Unless otherwise directed in writing by the Engineer, all masonry, concrete, painting, roadway and other work liable to be injuriously affected by frost, or which cannot, in the opinion of the Engineer, be satisfactorily proceeded with because of the condition of the weather, must be put in proper and satisfactory condition and be carefully and well protected from damage by frost at all times - all at the cost and expense of the Contractor.

GC56 SUB-LETTING

- 56.01 The Contractor shall keep the Work under his personal control, and shall not assign, transfer, or sub-let any portion without first obtaining the written consent of the Engineer. The consent of the Engineer to any such assignment, transfer, or sub-letting, shall not, however, relieve the Contractor of any responsibility for the proper commencement, execution, and completion of the Work according to the terms of the Contract.
- 56.02 If the Engineer consents to any such assignment, transfer or sub-letting the Contractor shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions, or legal service, as if he were performing the Work with his own plant and his own men.

GC57 USE OF HYDRANTS AND WATER

- 57.01 The Contractor shall make arrangements for a supply of water to be used in carrying out the Contract, and shall bear all costs for water and temporary connections unless otherwise specifically provided for in the Contract.
- 57.02 The Contractor shall comply with the regulations of the Owner shall not attempt to use it without approval of Operations Manager regarding the use and care of hydrants. Any damage to hydrants caused by the Contractor's operations shall be his responsibility. In the event the Contractor fails to make good such damage the Engineer will have the necessary repairs made and will retain the cost from monies due the Contractor.
- 57.03 The Contractor shall bear the cost of all water used in testing and chlorinating of all installations. The Contractor to provide water for testing.

GC58 SETTING OUT

- 58.01 The Engineer will provide the Contractor in writing with bench marks and points of reference to be used by him in setting out the works.
- 58.02 The Owner will be responsible only for the correctness of the information so supplied. From these bench marks and points of reference the Contractor will do his own setting out. The setting out by the Contractor shall include but shall not be limited to the preparation of grade sheets, the installation of centre line stakes, grade stakes, offsets, site rails and screens.
- 58.03 The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works, and for the provision of all necessary instruments and labour in connection therewith.
- 58.04 The Contractor shall not be responsible for the correctness of the information supplied by the Engineer as herein provided for.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-38

- 58.05 If at any time during the progress of the Work any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, the Contractor shall, at his own expense, rectify such error to the satisfaction of the Engineer, unless such error is based on incorrect data supplied in writing by the Engineer.
- 58.06 The checking of the setting out of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench marks, stakes and other things used in setting out the works.

GC59 ASSISTANCE

- 59.01 The Contractor is to furnish the Engineer or any of his assistants with any reasonable help which he or they may require at any time in checking the work. He shall also furnish the said parties or any of the inspectors, at all times, with convenient means of access to all parts of the works, and also with all required assistance to facilitate thorough examination of the same, and inspection, culling and removal of doubtful or defective material, and for any other purpose required in connection with the said works or in the discharge of their respective duties, for which services no additional allowance will be made.
- 59.02 The Contractor shall, at the request of the Engineer, assist, join in, or at the Owner's expense, make application on behalf of the Owner for any exemption recovery or refund. The Contractor shall provide the Owner with copies, or where required, originals or records, invoices, purchase orders or other documentations as may be necessary to support such application.

GC60 OTHERS RIGHTS

- 60.01 The contractor must afford all necessary and reasonable facilities to the Owner, or any of its employees or workmen, as well as to any company, corporation or person owning or operating any railway, tramway, wires, pipes or conduits or works or property, on, along, or near the line of the works, or in their vicinity
- 60.02 He shall notify all such parties before interfering with any of their property, rights or privileges and must work in harmony with them; otherwise he shall notify the Engineer in writing of his failure so to do, or of any difficulty that may at any time arise which he may be unable to overcome, in which case the Engineer shall deal with the matter as in his judgment may seem right or proper, and the Contractor shall abide by the decision and the direction of the Engineer.
- 60.03 Any property of such parties which the Engineer orders to be moved by the Contractor must be handled with care, and must be neatly piled up and preserved free from injury or loss, and must be properly and satisfactorily replaced, all of which must be done by the Contractor without extra charge (unless specifically provided for in the contract) and to the satisfaction of the Engineer.
- 60.04 The Engineer shall have the right, at any time before or during the construction, or after the completion of the work, to open up any portion of the Work or works, or the ground or roadway, or to grant permission for such opening to be made or left by the Contractor, as he, the Engineer, may deem advisable, for the purpose of examining, repairing or laying any water, gas or other pipe, sewer, drain, track or other underground or surface construction or to cause any such work as he may deem necessary or advisable to be done, and such permission, or the exercise of such rights, either by the Engineer or by any other person or corporation having the requisite authority (either statutory or otherwise) shall not relieve the Contractor from any of his responsibilities or obligations, nor shall the opening up of any portion of the Work for these or any other purposes, or by any other parties, relieve the Contractor of such responsibilities or obligations, except only for the portion of the work actually torn up and destroyed, and then only in case the Contractor applies in writing for such relief at the time the work is being done, or within ten days afterwards, and can furnish sufficient cause, in the opinion of the Engineer, why such relief should be granted.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-39

60.05 The placing, installation and connection of work by the Owner's own forces or by any other Contractors on and to the Contractor's Work does not relieve the Contractor of his responsibility to provide the specified warranties.

GC61 MONIES DUE OWNER

61.01 All monies payable to the Owner by the Contractor under any stipulation herein or to the Workers' Compensation Board, may be retained out of any monies then due or which may become due, from the Owner to the Contractor under this or any other contract with the Owner, or otherwise howsoever, or may be recovered from the Contractor or his surety jointly or severally in any court of competent jurisdiction, as a debt due to the Owner, and the Owner shall have full power to withhold any estimate or certificate, if circumstances arise which may indicate to it the advisability of so doing, though the sum to be retained may be unascertained.

GC62 LIENS

62.01 The Contractor and his surety, executors, administrators, successors and assigns, (if assignment is approved as herein provided), and any and all other parties in any way concerned, shall fully relieve and indemnify the Owner and all its officers, servants and employees from any and all liability or expenses in respect to any claim which may be made for a lien or charge at law or in equity or to any claim or liability or to any attempted attachment for debt, garnishee, process or otherwise.

62.02 The Owner shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, his executors, administrators, successors and assigns, pursuant to this Contract.

GC63 REMOVAL OF PERSONNEL

63.01 Should any superintendent, foreman, mechanic or workman employed on or about the work or in connection therewith, give any just cause for complaint (of which the Engineer shall be the sole judge), the Engineer may instruct the Contractor to remove such person from the works forthwith.

63.02 The Contractor shall keep on site, personnel that are compatible to other tradesmen working on the project. Where labour disputes do occur due to the personnel employed by this contract, they will be immediately removed from the site and replaced with personnel that do not impede the progress of the work at no extra cost to the Owner.

GC64 NON-FULFILMENT OF THE CONTRACT

64.01 If in the opinion of the Engineer and at any time or times prior to the issuance of the Final Completion Certificate, the Contractor

- (1) neglects or
- (2) fails to commence work within seven days after the date of the Engineer's written order to commence work, or
- (3) becomes bankrupt or insolvent, or compounds with his creditors, or commits any act of insolvency, or transfers, assigns or sub-lets the Contract or any part thereof without the written consent of the Engineer, or
- (4) has not executed or is not executing the work or any part thereof in a sound and workmanlike manner and in accordance with the Contract, or

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-40

- (5) is not performing the work so as to ensure its completion within the time stipulated in the Contract or
- (6) has failed to complete the Work within the said time, or
- (7) fails or refuses to take down, re-build, repair or rectify any imperfect work for which the Contractor is responsible, or
- (8) fails to remove any condemned material or to replace such material with proper material, or
- (9) fails to comply with any reasonable order given to him by the Engineer, or
- (10) abandons the Work, or fails to observe or perform any of the provisions of the Contract,

then in each and any such case the Engineer shall, after giving the Contractor 48 hours' written notice, have the right and power, at his discretion without process or action at law, to take possession and control of the whole Work, or any part or parts thereof specified in the said notice, from the Contractor, and the Contractor, upon receiving the said notice, shall give possession and control of the said Work, or the part or parts thereof specified in the said notice, peaceably to the Engineer, and the Engineer may employ such means as he may deem necessary or advisable to complete the Work to his satisfaction with such changes therein as in the Engineer's opinion are necessary or advisable by reason of the Contractor's non-fulfilment of the Contract as set out herein.

- 64.02 In the event of an emergency in any manner due to the Contractor's non-fulfilment of the Contract as set out above or in GC52.02 hereof, the Engineer shall have the right and power at his discretion without process or action at law or any notice to the Contractor to take possession and control of the Work, or any part thereof, from the Contractor and the Engineer may take such measures as he may deem necessary or advisable to deal with the emergency and the decision of the Engineer as to the existence of such an emergency and as to the measures to be taken in regard thereto shall be final. If, in the event of an emergency as aforesaid, the Engineer takes measures in regard thereto as provided for above, he shall notify the Contractor thereof as soon after the commencement of the emergency as is practicable.
- 64.03 The Contractor and his surety in every case provided for above shall be liable for all loss, damage, expense, expenditure and cost which may be incurred by reason of the Engineer's exercise of the rights and powers provided for herein, and without limiting the generality of the foregoing, including costs of engineering and investigation and all costs of administration, or sustains damage or loss of any kind, the Contractor and his surety or sureties shall be liable to the Owner for such costs, damage and loss.
- 64.04 If the said loss, damage, expense, expenditure or cost exceeds the sum which would have been payable under the Contract if the same had been completed by the Contractor, the Contractor or his surety shall pay the amount of such excess to the Owner together with the amount of liquidated damages from the date fixed for the completion of the work, and the same may be deducted or collected by the Owner as provided for in GC61 - MONIES DUE OWNER.
- 64.05 All the powers of the Engineer with respect to the determination of any doubts, disputes and differences, and the determination of the sum or sums, or balance of money to be paid to or received from the Contractor or his surety in respect of the Contract, shall nevertheless continue in force. The fulfilment by the Contractor of any stipulation in the Contract may be enforced by legal proceedings and judgment, or order of court, without prejudice to any other remedy herein contained.
- 64.06 In case possession and control of the Work, or any part thereof, is taken from the Contractor as herein provided, the decision of the Engineer with respect thereto shall be final but the relative obligations of the Owner and the Contractor and his surety in respect of the Contract shall not be affected nor shall the completion of the Work be delayed.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-41

- 64.07 All property, materials, articles and things whatsoever including all machinery, tools, plant and equipment, and all rights, proprietary or otherwise, licenses, powers and privileges, whether relating to or affecting real or personal property, acquired, possessed or provided by the Contractor for the purpose of the work, or by the Engineer under the provisions of this Contract, shall be the property of the Owner and may be used, exercised and employed by the Owner as fully as they might have been used, exercised and employed by the Contractor, and the Owner may sell or otherwise dispose of, at public auction or private sale or otherwise, the whole or any portion or number of such property, materials, articles and things, at such price or prices as it may deem fit and retain the proceeds of any sale or disposition and all other amounts then or thereafter due by the Owner to the Contractor, on account of or in part satisfaction of any loss, damage, expense or cost which the Owner may sustain or has sustained by reason aforesaid.
- 64.08 If any balance of the contract price, or any other money payable by the Owner hereunder, shall remain in the hands of the Owner upon the completion of the measures taken by the Engineer and the fulfilment of the Contract, the same shall be payable to the Contractor or the person legally representing him, but neither the Owner nor any officer, employee or agent thereof shall be liable or accountable to the Contractor or his surety in any way for the manner in which, or the price at which, the said work or any portion thereof, may have been or may be done or completed by the Engineer.
- 64.09 Neither an extension of time for any reason beyond the date fixed herein for the completion of the Contract, nor the payment for any portion of the Work shall be deemed to be a waiver by the Engineer or the Owner of their rights under this Contract.

GC65 BRIBERY

- 65.01 Should the Contractor or any of his agents give or offer any gratuity to, or attempt to bribe, any member of the Council of the Owner, or any officer or servant of the Owner or of the Council of the Owner or of the agent of the Engineer, the Owner shall be at liberty to cancel the Contract forthwith, or to direct the Engineer to take the whole or any part of the Work out of the hands of the Contractor, under the same provisions as those specified in the preceding section hereof.

GC66 DISPUTES

- 66.01 Contractor's Claims
- 66.01.1 Any claim which the Contractor may have against the Owner based on any dispute or difference of any kind whatsoever arising out of the Contract or Work shall not be ground for delay in the Work but shall be referred by the Contractor in writing to the Engineer, not later than 15 working days after the Contractor becomes aware of the circumstances giving rise to such dispute or difference. Such reference to the Engineer shall contain a concise statement of the relevant facts. The Engineer may require any additional information.
- 66.01.2 The claim shall be settled by the Engineer who shall communicate his decision in writing to the Contractor and such decision shall forthwith be given effect by the Contractor, and the Contractor shall proceed with the Work with all due diligence in accordance therewith whether or not such claim shall be referred to arbitration as hereinafter provided.
- 66.01.3 If the Contractor disputes the Engineer's decision, the Contractor shall give written notice of such dispute to the Engineer no later than 15 working days after the receipt of its decision. Such notice shall set forth particulars of the matters in dispute, the probable extent and value of the damage and the relevant provisions of the Contract. The Engineer shall reply to such notice no later than 15 working days after he receives or is considered to have received it, setting out in such reply his grounds and other relevant provisions of the Contract.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-42

- 66.01.4 If the matter in dispute is not resolved promptly, the Engineer will give such instructions as in his opinion are necessary for the proper performance of the Work and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim they may have.
- 66.01.5 If it is determined that the Contractor's interpretation of the Contract Document is not reasonably based in light of the intent of the Contract Document and the context of the Project, the Contractor shall reimburse the Owner for any delay costs the Owner may have incurred as a result of the dispute.
- 66.01.6 It is agreed that no act by either party shall be construed as a renunciation or waiver of any of his rights or recourse, provided he has given the required notices and has carried out the required instructions as provided above.
- 66.01.7 The parties may agree to submit disputes to arbitration and if the parties so agree then the dispute shall be submitted to arbitration in accordance with the provisions of the **Arbitration Act of Ontario**.
- 66.02 Owner's Claim
- 66.02.1 Any claim which the Owner may have against the Contractor based on any dispute or difference of any kind whatsoever arising out of the Contract or Work may, at the option of the Owner and after notification in writing to the Contractor, be settled in accordance with the procedure set out in GC66.01 hereof and the provisions thereof shall apply mutatis mutandis.

GC67 OCCUPATIONAL HEALTH AND SAFETY ACT

- 67.01 The Contractor, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful Tenderer has been referred to as the "Contractor" in this and any other related document.
- (a) The Contractor acknowledges that they have read and understood the Occupational Health and Safety Act (R.S.O. 1990, C-0.1, as amended).
 - (b) The Contractor covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated thereunder.
 - (c) The Contractor agrees to indemnify and save the Owner harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act.
 - (d) The Contractor agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act to ensure compliance therewith.
 - (e) The Contractor further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act whether by the Contractor or any of its sub-contractors may result in the immediate termination of this contract.
 - (f) The Contractor shall allow access to the work site on demand to representatives of the Owner to inspect work sites to ensure compliance with the Occupational Health and Safety Act.
 - (g) The Contractor agrees that any damages or fines that may be assessed against the Owner by reason of a breach or breaches of the Occupational Health and Safety Act by the Contractor or any of its sub-contractors will entitle the Owner to set-off the damages so assessed against any monies that the Owner may from time to time owe the Contractor under this contract or under any other contract whatsoever.

**The Corporation of the Town of Deep River
General Conditions of Contract
Contract 2022-RFT-002**

GC-43

- 67.02 The Contractor shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agent and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health and Safety Act and shall provide appropriate Material Health and Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of the work.
- 67.03 Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the successful Contractor shall ensure that the requirements of the Ontario Occupational Health and Safety Act and associated regulations are complied with.
- 67.04 The Owner reserves the right to cancel any contract for non-compliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.
- 67.05 The Contractor shall perform the Work so as to cause the public the least inconvenience possible. In particular, the Contractor shall not obstruct any street, thoroughfare, or footwalk longer or to a greater extent than necessary.
- 67.06 The Contractor shall take all reasonable precaution necessary to ensure the safety of the workers and the general public, particularly children who may play in the area of work.

FORM OF AGREEMENT
THE CORPORATION OF THE TOWN OF DEEP RIVER
CONTRACT 2022-RFT-002
DEEP RIVER WATER TOWER REHABILITATION
CIMA PROJECT A001231

**The Corporation of the Town of Deep River
Form of Agreement
Contract 2022-RFT-002**

FORM OF AGREEMENT

THIS INDENTURE made in quadruplicate this _____ of 2022

BETWEEN:

THE CORPORATION OF THE TOWN OF DEEP RIVER

hereinafter called the "Owner"

_____ of the FIRST PART

AND:

_____ hereinafter called the "Contractor".

_____ of the SECOND PART

WITNESSETH that the Owner and the Contractor in consideration of the fulfilment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

ARTICLE 1

- (a) The Contractor shall provide at his own expense all the labour, materials, equipment, plant and services (except as specifically stipulated otherwise in the Contract Documents), and perform all the work and fulfil all obligations set out in the Contract documents for Contract No. 2022-RFT-002, Deep River Water Tower Rehabilitation.

- (b) The Contractor shall forthwith according to the instructions of the Engineer of the Owner commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Owner within the time specified in the Form of Tender attached hereto.

**The Corporation of the Town of Deep River
Form of Agreement
Contract 2022-RFT-002**

ARTICLE 2

In case of inconsistency or conflict between the provisions of any of the Contract documents, then the provisions of such documents shall take precedence and govern in the following order:

1. Agreement
2. Addenda
3. Special Provisions
4. Information for Tenderers
5. General Conditions
6. Contract Drawings
7. Specifications
8. Tender
9. Shop Drawings

The above Contract documents are all to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and it shall enure to the benefit of and be binding upon them and their successors, executors, administrators and assigns.

ARTICLE 3

The Owner shall pay to the Contractor for and in respect of the works and performance and observance by the Contractor of the provisions of this Contract, in lawful money of Canada,

_____)
_____ (\$ _____)

subject to such additions and deductions as may properly be made under the terms of this Contract, and subject to the provisions that the Owner may make payments on account monthly or otherwise as may be provided in the General Conditions attached hereto.

ARTICLE 4

The Contractor shall not without the consent in writing of the Engineer of the Owner, and without restricting in any way the provisions of the General Conditions attached hereto, make any assignment of any part or the whole of any monies due or to become due under the provisions of this Contract.

**The Corporation of the Town of Deep River
Form of Agreement
Contract 2022-RFT-002**

ARTICLE 5

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or by telegram addressed as follows:

The Contractor: _____

The Owner: The Corporation of the Town of Deep River
 100 Deep River Road
 Deep River, Ontario K0J 1P0

ARTICLE 6

No implied obligation of any kind by or on behalf of the Owner shall arise or be implied from anything contained in the Contract documents, nor from any position or situation of the parties at any time. The express covenants and agreements contained herein made by the Owner shall be the only covenants and agreements upon which any rights against the Owner may be founded.

ARTICLE 7

The Contractor declares that in tendering for the works and in entering into this Contract he has either investigated for himself the character of the work and all local conditions that might affect his tender or his acceptance of the work, or that not having so investigated, he is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfil, than was contemplated or known when the Tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by the Owner or its employees, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Owner.

PERFORMANCE BOND

THE CORPORATION OF THE TOWN OF DEEP RIVER

CONTRACT 2022-RFT-002

DEEP RIVER WATER TOWER REHABILITATION

CIMA PROJECT A001231

PERFORMANCE BOND

Bond No. _____

Project No. _____

Amount: \$ _____

Contract No. _____

KNOW ALL BY THESE PRESENTS, that we _____

_____ hereinafter called "the Principal",

and

_____ hereinafter called "the Surety",

are jointly and severally held and firmly bound unto the Corporation of the Town of Deep River, hereinafter called "the Oblige", its successors and assigns, in the sum of _____/100 Dollars (\$ _____) of lawful money of Canada, to be paid unto the Oblige, for which payment well and truly to be made we the Principal and Surety jointly and severally bind ourselves, our and each of our respective heirs, executors, administrators, successors and assigns by these presents.

WHEREAS by an agreement in writing dated the _____ day of _____ in _____, the Principal has entered into a contract with the Oblige, hereinafter called "the Contract", for the construction of the Deep River Water Tower Rehabilitation as in the Contract provided, which Contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall at all times duly perform and observe the Contract including the provisions of Section 52 (Warranty and Guarantee Period) of the General Conditions or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Oblige and shall at all times fully indemnify and keep indemnified the Oblige from and against all and any manner of loss, damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments and liabilities arising out of or in any manner based upon or attributable to the Contract and shall fully reimburse and repay the Oblige for all outlay, expense, liabilities, or payments incurred or undertaken to be made by the Oblige pursuant to the Contract, then this obligation shall be void, but otherwise it shall be and remain in full force and effect.

Provided further and it is hereby agreed and declared that there shall be no liability under this instrument of the Principal and Surety for payment of any claims for labour, material or services used or reasonably required for use in the performance of the Contract to the extent the amount of such claims is paid pursuant to a Labour and Materials Payment Bond.

Provided always and it is hereby agreed and declared that the Oblige and the Principal have the right to change, alter and vary the terms of the Contract and that the Oblige may in its discretion at any time or times take and receive from the Principal any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Oblige.

Provided further and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by any such changes, alterations, or variations, taking or receiving of security, or extension of time, as

aforesaid, or by the exercise by the Obligee of any of the rights or powers reserved to it under the Contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works to be constructed, altered, repaired or maintained under the Contract, or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee.

Provided further and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this bond.

In Witness Whereof the Principal and the Surety have affixed their signatures and Corporate Seals this _____ day of _____ in _____.

SIGNED AND SEALED BY THE PRINCIPAL

In the presence of:

*Witness

Occupation

Address

Per: _____

Per: _____ c/s

Per: _____ c/s

Surety

*Not necessary if corporate seal is affixed.

LABOUR AND MATERIAL PAYMENT BOND
THE CORPORATION OF THE TOWN OF DEEP RIVER
CONTRACT 2022-RFT-002
DEEP RIVER WATER TOWER REHABILITATION
CIMA PROJECT A001231

LABOUR & MATERIAL PAYMENT BOND

Bond No. _____

Project No. _____

Amount: \$ _____

Contract No. _____

KNOW ALL BY THESE PRESENTS, that we _____

_____ hereinafter called "the Principal",

and _____ hereinafter called "the Surety",

are jointly and severally held and firmly bound unto the Corporation of the Town of Deep River as Trustee, hereinafter called "the Obligee", for the use and benefit of the Claimants, their and each of their heirs, executors, administrators, successors and assigns, in the amount of _____/100 Dollars (\$ _____) of lawful money of Canada, for the payment of which sum well and truly to be made we the Principal and Surety jointly and severally bind ourselves, our and each of our respective heirs, executors, administrators, successors and assigns by these presents.

WHEREAS by an agreement in writing dated the _____ day of _____ in _____, the Principal entered into a contract with the Obligee, hereinafter called "the Contract", for the construction of the Deep River Water Tower Rehabilitation with Contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment, directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract.
2. The Principal and the Surety hereby jointly and severally agree with the Obligee, as Trustee, that every Claimant who has not been paid as provided for under the terms of its contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of its contract with the

Principal and have execution thereon. Provided that the Obligee is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants, or any of them, who take such act, action or proceeding shall indemnify and save harmless the Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligee by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants or any of them, may use the name of the Obligee to sue on and enforce the provisions of this Bond.

3. No suit or action shall be commenced hereunder by any Claimant:

- (a) Unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed.

Such notice shall be served by mailing the same by registered mail, or served in any manner in which legal process may be served in the Province of Ontario, to the Principal and Surety at any place where an office is regularly maintained for the transaction of business by such persons, and to the Obligee addressed to the attention of the Town Clerk, Town of Deep River, Town Hall, 100 Deep River, Ontario K0J 1P0.

Such notice shall be given:

- (1) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal under either the terms of the Claimant's contract with the Principal or under the *Construction Act*, R.S.O. 1990, c.C.30 applicable to the Claimant's contract with the Principal, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal.
- (2) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did or performed the last of the work or labour, or furnished the last of the materials for which such claim is made, under the Claimant's contract with the Principal.
- (b) After the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract.
- (c) Other than in a Court of competent jurisdiction in the Province of Ontario, and the parties hereto agree to submit to the jurisdiction of such Court.
4. The amount of this Bond shall be reduced by and, to the extent of any payment or payments made in good faith and in accordance with the provisions hereof, inclusive of the payment by the Surety of claims under the *Construction Act*, whether or not such claims be presented under and against this Bond.

PROVIDED ALWAYS and it is hereby agreed and declared that the Obligee and the Principal have the right to change, alter and vary the terms of the Contract, and that the Obligee may in its discretion at any time

or times take and receive from the Principal any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Obligee.

PROVIDED FURTHER and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by any such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligee of any of the rights or powers reserved to it under the Contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works to be constructed, altered, repaired or maintained under the Contract, or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee.

PROVIDED FURTHER and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this Bond.

IN WITNESS WHEREOF the Principal and the Surety have **AFFIXED THEIR SIGNATURES AND CORPORATE SEALS** this _____ day of _____ in _____.

SIGNED AND SEALED BY THE PRINCIPAL

In the presence of:

*Witness

Occupation

Address

Per: _____

Per: _____ c/s

Per: _____ c/s

Surety

*Not necessary if corporate seal is affixed.

CERTIFICATE OF INSURANCE
THE CORPORATION OF THE TOWN OF DEEP RIVER
CONTRACT 2022-RFT-002
DEEP RIVER WATER TOWER REHABILITATION
CIMA PROJECT A001231

CERTIFICATE OF INSURANCE

THE CORPORATION OF THE TOWN OF DEEP RIVER

This is to certify that the Insured named below is insured as described below.

PROJECT / CONTRACT / AGREEMENT - MUST BE SPECIFIED

NOTE: ORIGINAL CERTIFICATES SIGNED BY YOUR INSURER OR INSURANCE BROKER ONLY WILL BE ACCEPTED

NAME OF INSURED	TELEPHONE NUMBER	AREA CODE
ADDRESS OF INSURED	STREET NAME	
	CITY	POSTAL CODE

TYPE OF INSURANCE	INSURER'S NAME	POLICY NUMBER	EFFECTIVE DATE			EXPIRY DATE			LIMITS OF LIABILITY
			YR.	MO.	DAY	YR.	MO.	DAY	
COMMERCIAL GENERAL LIABILITY									\$10,000,000
<input type="radio"/> UMBRELLA <input type="radio"/> EXCESS <input type="radio"/> OTHER									

AMOUNT OF DEDUCTIBLE (property damage and/or bodily injury)

\$

Commercial General Liability – Occurrence Basis, Including Personal Injury, Property Damage Broad Form Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products – Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

Tenant's Legal Liability NO or YES (Limit) \$ _____

MOTOR VEHICLE LIABILITY					\$ 5,000,000
-------------------------	--	--	--	--	---------------------

Motor Vehicle Liability – must cover all vehicles owned, or operated by, or on behalf of the insured.

The Corporation of the Town of Deep River and CIMA Canada Inc., have been added as an additional Insured, but only with respect to their interest in the operations of the Named Insured.

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time.

If cancelled or changed in any manner that would affect the Town of Deep River and/or CIMA Canada Inc., as outlined in coverage specified herein for any reason so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

**The Corporation of the Town of Deep River
100 Deep River Road
Deep River, Ontario K0J 1P0**

DATE	YR. MO DAY	NAME OF INSURANCE COMPANY OR BROKER (COMPLETING FORM)			
ADDRESS OF INSURER OR INSURANCE BROKER		TELEPHONE NO.	FAX NO.	AUTHORIZED REPRESENTATIVE OR OFFICIAL BY:	

SPECIFICATIONS FOR ALL RISK INSURANCE
THE CORPORATION OF THE TOWN OF DEEP RIVER
CONTRACT 2022-RFT-002
DEEP RIVER WATER TOWER REHABILITATION
CIMA PROJECT A001231

This Policy of all Risk Insurance to be furnished by the Contractor in accordance with his Contract with the Owner shall comply with the requirements of this Specification.

**The Corporation of the Town of Deep River
Specification for All Risk Insurance
Contract 2022-RFT-002**

1. INSURING CLAUSE

This Policy, subject to the limitations, exclusions, terms and conditions hereinafter mentioned is to insure, in respect of occurrences happening during the period of this Policy, against all risks of direct physical loss or damage including general average and salvage charges to:

- (a) Property in course of construction, installation, demolition, reconstruction or repair whilst at the risk of the Insured and whilst at the location of the said construction, installation, erection, demolition, reconstruction or repair operations (hereinafter called the "Construction Operations");
- (b) Property of every kind and description (including materials and supplies) owned by the Insured and used or to be used in, a part of, or incidental to the construction operations wherever the said property may be located in Canada, the Continental United States of America (comprising all the States of the Union and the District of Columbia) in transit or storage within and between Canada and the Continental United States of America on or over land, inland and/or coastal waters;
- (c) Property of others used or to be used in, a part of, or incidental to the construction operations, for which the Insured may be responsible or shall prior to any occurrence for which claim may be made hereunder, have assumed responsibility.

2. EXCLUSIONS: THIS POLICY DOES NOT COVER

- (a) Any loss of use or occupancy howsoever caused;
- (b) Penalties or liquidated damages for non-completion of or delay in completion of Contract or Contracts or non-compliance with Contract conditions;
- (c) Cost of making good faulty workmanship, construction or design; but this exclusion shall not apply to damage resulting from such faulty workmanship, construction or design;
- (d) Wear, tear, normal upkeep and normal making good;
- (e) Loss or damage caused by frost or freezing caused by natural forces unless resulting from damage occasioned by fire, lighting, explosion, impact by aircraft or vehicles, riot, smoke damage, sprinkler leakage, windstorm, hail, malicious damage or vandalism;
- (f) Automobiles or motor trucks;
- (g) Loss due to disappearance or revealed by inventory shortage alone;
- (h) Mechanical breakdown but this exclusion shall not be deemed to exclude loss or damage arising as a consequence of mechanical breakdown;
- (i) Infidelity of the Insured's employees;
- (j) Contractor's equipment of every description except scaffolding, temporary structures, wood and metal forms and tarpaulins provided that the value of such items is included in the values reported;
- (k) Loss or damage to material and/or equipment whilst in the course of ocean marine shipment except as provided in clause 1(b);

**The Corporation of the Town of Deep River
Specification for All Risk Insurance
Contract 2022-RFT-002**

- (l) Loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- (m) Loss or damage caused by contamination by radioactive material directly or indirectly resulting from a peril insured under this Policy.

3. SUBCONTRACTORS

In respect of operations performed by subcontractors for the Insured such subcontractors may, at the request of the Insured, be included in the name of the Insured but only as regards property of the aforesaid subcontractors, the value of which shall have been included in the Contract price shown in the Schedule.

LOSS, if any, arising under this Paragraph 3 shall be adjusted with and paid to the Insured.

4. TERMINATION OF LIABILITY

The property referred to in Clause 1 shall be deemed at the risk of the Insured during the period of the construction operations and until the said property has been formally completed, tested and accepted by the Owner and during such further period thereafter as any payment provided for under the contract entered into between the Owner and the Insured (other than the holdback for the period of maintenance) shall remain unpaid by the Owner but only to the extent of the amount so remaining unpaid.

Permission is hereby granted for necessary operation of the property insured for testing, adjusting and handover purposes.

5. LIMIT OF LIABILITY

The Insurers are not to be liable for more than the amount stated under "Limit of Liability" in the Schedule, in any one occurrence, unless otherwise agreed upon.

This Policy shall not be reduced by the sum paid in any one loss and shall continue for the full amount during the period of this insurance.

6. OCCURRENCE

The word "Occurrence" shall mean any one loss, disaster or casualty or series of losses, disasters or casualties arising out of one event.

7. DEDUCTIBLE

Each claim for loss or damage arising hereunder shall be adjusted separately and from the amount of each adjusted claim shall be deducted a sum equal to one half of one percent (1/2%) of the completed contract price for the job. This Deductible shall, however, be no less than \$500.00, nor no more than \$2,500.00. Such Deductible shall not apply, however, to loss or damage by fire, windstorm, hail, lighting, explosion, riot, impact by aircraft or vehicles, smoke, sprinkler leakage, vandalism, malicious damage or burglary. "Each claim" as used herein shall be construed as loss or damage arising from any one contingency.

8. DEPOSIT PREMIUM

It is condition of this insurance that the premium charged at inception is a deposit premium only, based on the estimated amount of contract and will be adjusted on the final full completed value of the contract and/or risk on completion of the contract.

**The Corporation of the Town of Deep River
Specification for All Risk Insurance
Contract 2022-RFT-002**

9. PREMIUM ADJUSTMENT

The deposit premium is calculated at the rate per \$100.00 of estimated completed value for the period of insurance as stated heretofore. Such deposit premium is to be due and payable at the commencement of work but to be subject to adjustment back to inception date of the Policy following acceptance of the work by the Owner, on the basis of the actual completed value. If extension of insurance is required beyond the period of insurance as hereto before stated, any additional premium will be calculated at pro rata of the stated rates for such extension.

10. OTHER INSURANCE

If on the happening of any loss or damage to property insured there is in force other insurance covering the same interest this Policy shall act as contributory insurance and shall be liable only for its ratable proportion of the loss.

11. ADVICE OF LOSS

In the event of loss or damage the Insured shall:

- (a) Give immediate advice thereof to the Insurers or their Agents;
- (b) Protect the property from further loss or damage;
- (c) As soon thereafter as is practicable render a Proof of Loss to the Insurers signed and sworn to by the Insured stating the knowledge and belief of the Insured as to the time and cause of the loss or damage and the interest of the Insured and all others in the property.
- (d) Exhibit to any person designated by the Insurers all that remains of any property herein described.
- (e) Produce for examination all books of account, bills, invoices, and vouchers and any and all documents pertaining to the interest of the Insured hereunder or a certified copy thereof if originals be lost, at such reasonable place as may be designated by the Insurers or their representatives and permit extracts and copies thereof to be made.

12. PARTIAL LOSS

The Insurers hereby grant permission to the Insured to carry out repairs in respect of any partial damage to the property insured hereby which conveniently and advantageously can be undertaken by them. The Insurers will reimburse the Insured for the actual cost of such repairs subject always to the Deductible and the Limit of Liability stated in the Schedule.

13. APPRAISAL

If the Insured and the Insurers shall fail to agree as to the amount of loss or damage, they shall each nominate a competent and disinterested appraiser and the two so chosen shall first select a competent and disinterested umpire; the appraisers together shall then estimate and appraise the loss or damage, stating separately the sound values and damage and, failing to agree, shall submit their differences to the umpire, and the award in writing of any two shall determine the amount of the loss or damage. The parties hereto shall pay the appraisers respectively selected by them, and shall bear equally the expense of the appraisal and umpire.

**The Corporation of the Town of Deep River
Specification for All Risk Insurance
Contract 2022-RFT-002**

14. SUBROGATION

Upon the payment of any claim under this Policy the Insurers shall be subrogated to all the rights and remedies of the Insured arising out of such claim against any person or corporation whatsoever except that any release from liability entered into by the Insured prior to a loss, shall not affect the right of the Insured to recover hereunder.

It is further understood and agreed that the Insurers on paying a loss, hereby waive their right to a transfer of such rights:

- (a) Of the Insured against any person, corporation or organization, (including their directors, officers, employees, servants or agents) owned or controlled by any Insured named herein or affiliated or associated with or subsidiary to any Insured named herein, by whose fault or negligence the loss or damage was caused.
- (b) Of any Insured named herein against any other Insured named herein (including their respective directors, officers, employees, servants or agents), by whose fault or negligence the loss or damage was caused.
- (c) Of the Insured against any subcontractor, (including their directors, officers, employees, servants or agents) engaged in performing the work herein, by whose fault or negligence the loss or damage was caused.

15. ASSIGNMENT

No assignment of interest under this Policy shall bind the Insurers until their consent is endorsed thereon. However, should the Insured die or be adjudged bankrupt or insolvent the Insurers will consent to the assignment of this Policy to the Insured's representative provided that written notice is given to the Insurers within thirty (30) days after the date of such death, bankruptcy or insolvency.

16. NOTICE(S)

It is agreed that any notice(s) required by the Conditions of this Policy to be given to the Insurers may be given by the Insured through their Agents.

17. CANCELLATION

This Policy may be cancelled in its entirety or as to any contract by the Insurers by mailing with or without tender of unearned premium to the Insured at the address shown in this Policy written notice stating the date when such cancellation shall be effective, such date being not less than thirty (30) days after the date of mailing of the said notice. The Insured may cancel this Policy by written notice to the Insurers stating when thereafter such cancellation shall be effective.

The premium to be retained by the Insurers shall be calculated by applying the rate shown in the Schedule to the actual value of the contract(s) up to the date of cancellation.

18. DEBRIS REMOVAL

It is a condition of this Policy that the insurance provided herein covers expenses incurred in the removal of all debris of the property hereby insured which may be occasioned by loss or damage caused by a peril insured against.

**The Corporation of the Town of Deep River
Specification for All Risk Insurance
Contract 2022-RFT-002**

19. VALUATION

Loss or damage to the property insured shall be valued at the Replacement Cost Value plus all charges.

20. BREACH OF CONDITION

If any breach of a clause or condition of this Policy of Insurance shall occur prior to a loss under this Policy, such breach shall not void the insurance nor avail the Insurers to avoid the liability unless such breach shall exist at the time of such loss under this Policy.

21. NOON

It is understood that the time of the beginning and ending of the term of insurance of this Policy shall be 12 o'clock noon, according to Standard Time at the place where the property is located.

22. ERRORS AND OMISSIONS

It is hereby understood and agreed that any error and/or omission in the name of the Insured and/or in title, map reference, description of location of the property insured hereunder, shall not void or impair the insurance.

23. ADJUSTED CLAIMS

All adjusted claims shall be paid or made good to the Insured within thirty (30) days after presentation and acceptance of satisfactory proof of interest and loss.

24. LOSSES COLLECTED FROM OTHERS

No loss shall be paid hereunder if the Insured has collected the same from others.

25. BENEFIT FROM INSURANCE

Unless otherwise provided herein, it is warranted by the Insured that this insurance shall in no wise inure directly or indirectly to the benefit of any carrier or other bailee.

26. SUE AND LABOUR

In case of loss or damage, or threatened loss or damage, it shall be lawful and necessary for the Insured, their factors, servants or assigns, to sue, labour and travel for in and about the defence, safeguarding and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance; to the charges whereof the Insurers will contribute according to the rate and quantity of the sum herein insured, nor shall the acts of the Insured or the Insurer in defending, safeguarding the recovering the property insured in case of loss or damage be considered a waiver or an acceptance of abandonment.

**The Corporation of the Town of Deep River
Specification for All Risk Insurance
Contract 2022-RFT-002**

IN WITNESS WHEREOF THE INSURERS, through their representatives duly authorized by them for this purpose, have executed and signed this policy.

Authorized Representatives,

by

.....

Dated at _____ this _____ day of _____, 2022