

Section B – Part 4 – General Conditions of Contract (SGC)

Interpretation

GC1.04 Definitions

Add the following definitions:

"Addenda" means written information to be taken into account when bidding a project which is either bound within the Tender Package or issued to each person who had taken out a Tender Package.

"City Clerk" means the person appointed by Council to fill the office of the City Clerk of the Corporation or the person acting as such.

"City of London Water Operation Representative" would be the "City of London Inspector or designate.

"City Solicitor" means the person appointed by Council to fill the office of the City Solicitor of the Corporation or the person acting as such.

"City Treasurer" means the person appointed by Council to fill the office of the General Manager of Finance & Corporate Services and City Treasurer of the Corporation or the person acting as such.

"Corporation" means the Corporation of the City of London.

"Council" means the Council of the Corporation.

"Engineer" means a professional engineer licensed in Ontario, appointed by Council to fill the office of the General Manager of Environmental Services and City Engineer of the Corporation, or the person acting as such.

"On-site materials" means materials located in the Working Area, including native materials and Base materials.

"Owner as Constructor"

In situations where the Owner requires additional parties (utilities, City's own forces, others) to work within the Limits of Contract, the Owner may do the following:

- 1) assume the responsibilities of the Constructor, as defined in the Occupational Health and Safety Act for the duration of the third party Work or,
- 2) where appropriate, may require partitioning of the project to segregate access points (entrances and exits) from other construction operations within the Limits of Contract, in order that the City may undertake works without conflicting with other construction operations or,
- 3) make arrangements for the Contractor to vacate the Limits of Contract for the duration of the third party Work in order to undertake works within the Limits of Contract without conflicting with other construction operations.

When the Owner as “Contractor” retains a third party to perform a portion of the Work, the Owner will notify the Tenderer of its intention and procedure to complete the Work in the Tender Document, Section - Special Provisions, Non Tender items pages.

In all cases the Contractor will continue to fulfil his obligations as Constructor for the Work under their control in accordance with the Occupational Health and Safety Act and regulations.

Amend the definition of "Contract Document" as follows:

"Contract Document" means the executed Agreement between the Owner and the Contractor, the Tender, the Ontario Provincial Standards for Roads and Public Work, Volumes 1 - 4 inclusive and Volumes 7 and 8, City of London Supplemental Standards for Roads (SR), City of London Supplemental Standard for Sewer and Water (SW), City of London Supplemental Standard for Traffic Signals and Street Lighting, (STS), City of London General Specifications (GS), City of London Standards for Tree Planting and Preservation (TPP), City of London Supplemental Standards General Conditions of Contract (SGC), City of London Supplemental Standards for Parks and Open Spaces (SPO), Special Provisions, Contract Drawings, addenda incorporated in a Contract Document before the execution of the Agreement, such other documents as may be listed in the Agreement, and subsequent amendments to the Contract Document made pursuant to the provisions of the Agreement.

Delete the definition of Certificate of Substantial Performance and replace with the following:

Certificate of Substantial Performance means Certificate of Substantial Completion (Form 9) issued by the Contract Administrator at substantial completion of a construction project.

Delete the definition of "Completion Certificate" and replace with the following:

"Completion Certificate" means Final Payment Certificate issued by the Contract Administrator at the completion of a construction project.

Amend the definition of "Contract Administrator" as follows:

"Contract Administrator" means a person, partnership, corporation or employee in the City's Environmental and Engineering Services Department designated by City Engineer or the General Manager of Planning and Development to act as such.

Amend the definition of Contract Drawings or Contract Plans as follows:

Delete the words “Any Geotechnical Report, and Subsurface Report, and other reports and” Amend the definition of "Owner" as follows:

"Owner" means the Corporation of the City of London.

“Provisional Item” means an item describing work, the requirement for which is uncertain at the time the tender documents are issued and which can only be carried out on instruction of the Engineer; Bid price for Provisional Items shall be included in the total contract price.

Amend paragraph a) in definition of "Working Day".

a) Except Saturdays, Sundays and Statutory Holidays whether or not worked.

GC1.06 Final Acceptance

Subsection GC1.06 is amended by the addition of the following paragraph:

.02 Final acceptance will not occur until the work has passed all inspection and testing requirements.

Section GC2 Contract Documents

GC2.01 Reliance on Contract Documents

Add paragraph c) to subsection GC2.01.02 as follows:

c) The subsurface report is excluded from the Contract Documents.

GC2.02 Order of Precedence

Delete Order of Precedence a) to i) as set out in paragraph .01 subsection GC2.02 and replace with the following:

a) Agreement

b) Addenda

c) Special Provisions

d) Contract Drawings

e) City of London General Specifications (CLGS), City of London Supplemental Standards for Roads (SR), City of London Supplemental Standards for Sewer and Water (SW), City of London Supplemental Standards for Traffic Signals and Street Lighting (STS), City of London Standards For Tree Planting and Preservation (TPP), City of London Supplemental Standards General Conditions of Contract (SGC), City of London Supplemental Standards for Parks and Open Spaces (SPO), City of London Design Specifications Manual

- f) Ontario Traffic Manual
- g) Ontario Provincial Standards for Roads and Public Works, Volume 1-4 inclusive and Volumes 7 and 8
- h) Form of Tender
- i) Working Drawing

Section GC3 Administration of the Contract

GC3.01 Contract Administrator's Authority

Amend subsection CG3.01 by the addition of the following paragraphs .18 and .19.

.18 Notwithstanding the Contract Administrator's Authority as set out in subsection CG3.01, the Engineer or a Representative of the City Engineer has the authority to overrule any decision made by the Contract Administrator with respect to the Contract.

.19 A Municipal Consent Application form must be completed by the Contract Administrator, reviewed, and approved by the Utility Coordinating Committee (U.C.C.) prior to all construction.

GC3.07 Delays

Amend subsection GC3.07 by the addition of paragraphs .05, .06 and .07

.05 If the Contractor is granted an Extension of Contract Time due to Delays in accordance with subsection GC3.07.01 (excluding GC3.07.02), the maximum compensation for unabsorbed head office overhead shall be as follows:

$$O_e = d_e \times \left(\frac{CV_o \times 5\%}{d_o} \right)$$

Where:

O_e means unabsorbed head office overhead for approved extension of Contract Time in dollars

CV_o means the original Contract tender value in dollars, excluding HST

d_o means the original Contract Time in Days

d_e means the approved extension of Contract Time in Days

No other payment shall be made for unabsorbed head office overhead. Payment and approval of unabsorbed head office overhead shall be made in accordance with 3.13 Claims, Negotiations, and Mediations.

.06 For the purposes of calculating the duration of the Extension of Contract Time in accordance with GC3.06.02(a) and Delays GC3.07.01:

- a) the start date shall commence on the date that the Contract is executed by the Owner, and,
- b) Working Days that have commenced in advance of the execution of the Contract shall not be included as part of the delay period.

.07 For clarity, unabsorbed head office overhead shall not be paid on work that has already been processed and paid as a change order.

GC3.09 Subcontracting by the Contractor

Delete paragraph .02 of subsection GC3.09 and substitute the following:

.02 At or prior to the start of construction, the Contract Administrator reserves the right to direct the Contractor to submit a list of subcontractors to be employed on the Contract, including the scope and estimated value of the work to be subcontracted.

Delete paragraph .03 of subsection GC3.09 and substitute the following:

.03 The list of subcontractors shall be submitted to the Contract Administrator within four(4)days from the date of notification and the Contract Administrator will within ten (10) days of receipt of such submission advise the Tenderer in writing if the subcontractors are acceptable. If the intended subcontractors are not acceptable, the letter will indicate the reasons for rejection.

Section GC4 Owner Responsibilities and Rights

GC4.01 Working Area

Amend paragraph GC4.01 by the addition of paragraph .02

.02 Prior to the commencement of a construction project or prior to tendering in the case of a construction project to be tendered, the Owner shall determine whether any designated substances are present within the Limits of Construction. The Owner shall prepare a list of known designated substances and forward the list to the applicable parties involved on the construction project including, the consulting engineer, general Contractor etc. An additional copy of the list will be posted by the Contractor in a conspicuous place within the workplace, where it is most likely to come to the attention of the workers who may be affected by the use of the substances listed.

GC4.02 Approvals and Permits

Delete paragraphs .01 and .02 of clause CG4.02 and substitute the following:

.01 The Contractor shall obtain and pay for all necessary permits or licenses required for the execution of the Work. The Contractor shall give all necessary notices and pay all fees required by

law and comply with all laws, orders of authorities, ordinances, codes, rules and regulations relating to the Work for the preservation of the public health, the environment, and for construction safety

.02 The hours of construction operation are 7:00am to 6:00pm Monday through to Friday, excluding holidays unless special exemption has been granted at the discretion of the City Engineer. The suspension of the exemption, at any time, will be at the discretion of the City.

GC4.03 Management and Disposition of Materials

Amend paragraph .01 of subsection GC4.03 as follows:

Add one additional sentence after "disposition":

Tipping fees in effect will apply for disposal of materials at W12A landfill site.

GC4.04 Construction Affecting Railway Property

Subsection GC4.04.01 is deleted and replaced with the following:

.01 Where construction affects railway property, the Owner will pay all costs of flagging and other traffic control measures related to the Work which are required and provided by the railway company. The costs will be paid directly by the Owner to the railway company.

GC4.05 Default by the Contractor

Add paragraph .03) to subsection GC4.05 as follows:

.03 in the opinion of the Owner, or Owner's agent, the Contractor fails to satisfactorily carry out the obligations and duties of an employer and constructor under the Ontario Occupational Health and Safety Act and regulations in respect of the Work.

Add paragraph .04 to subsection GC4.05 as follows:

.04 When the Owner or Contract Administrator becomes aware of an alleged default under Paragraph .03), subsection GC4.05, General Conditions of Contract; the Owner or Contract Administrator will give immediate written notice on City Of London form, "NOTICE OF HEALTH AND SAFETY NONCOMPLIANCE."

GC4.06 Contractor's Right to Correct a Default

Amend paragraph .01 of subsection GC4.06 as follows:

.01 Save and except for alleged defaults under GC4.05 (.03) the Contractor shall have...

Add paragraph .03 to subsection GC4.06

.03 In the case of an alleged default under GC4.05 (.03), the Contractor shall take action forthwith to correct the default to the satisfaction of the Owner, and or its representative; and the Owner or its

representative may, in their sole discretion, stipulate a date and time by which the Contractor must have satisfactorily completed the actions necessary to correct the default. The NOTICE OF HEALTH AND SAFETY NONCOMPLIANCE shall be signed off in the applicable section of the form by the Contractor, the Owner, or Contract Administrator, when both parties are satisfied with the corrective measures. Current, completed and incomplete NOTICE OF HEALTH AND SAFETY NONCOMPLIANCE forms shall become part of the next Progress Payment Certificate.

Section GC5 Materials

GC5.02 Quality of Materials

Delete paragraph .03 of subsection GC5.02 and replace with the following:

As specified or as requested by the Contract Administrator, the Contractor shall make available for inspection or testing a sample of any material to be provided by the Contractor at the Contractor's expense, except that the Owner shall pay for pipe and other materials successfully tested to failure. The Owner will pay for all other costs related to successful tests.

GC5.04 Substitution

Amend paragraph .01 subsection GC5.04 by the addition of the following sentence:

Granular "C" material substituted for native material and select native material substituted for Granular "C" backfill shall not be considered for the sharing of cost savings as specified in paragraph .03.

Section GC6 Insurance, Protection and Damage

GC6.01 Protection of Work, Persons and Property

Clause 6.01.04 (d) is deleted

GC6.02 Indemnification

Clause 6.02. paragraph .01 to .05 are deleted and replaced with:

.01 The Contractor shall indemnify and hold harmless the Owner and the Contract Administrator, their elected officials, agents, officers and employees from and against all claims, demands, losses, expenses, costs, damages, action, suits or proceedings by third parties, hereinafter called "claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the Work, provided such claims are,

- a) attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property;
- b) caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable; and made in writing within a period of 6 years from the date of Substantial

Performance of the Work as set out in the Certificate of Substantial Performance of the Work or, where so specified in the Contract Documents, from the date of certification of Final Acceptance.

.02 The Contractor shall indemnify and hold harmless the Owner from all and every claim for damages, royalties or fees for the infringement of any patented invention or copyright occasioned by the Contractor in connection with the Work performed or Material furnished by the Contractor under the Contract.

.03 The owner expressly waives the right to indemnify for claims other than those stated in paragraphs GC 6.02.01 and GC 6.02.02.

.04 The owner shall indemnify and hold harmless the Contractor, their elected officials, agents, officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Contract that are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Working Area.

.05 The Contractor expressly waives the right to indemnify for claims other than those stated on paragraph GC 6.02.04.

GC6.03 Contractor's Insurance

GC6.03.01 General

Delete paragraph .01 of subsection GC6.03.01 and replace with the following:

Without restricting the generality of subsection GC6.02, Indemnification, the Contractor shall provide, maintain and pay for the insurance coverages listed in the General Condition under clauses GC6.03.02, .03 and .06. In all cases where the work directly involves use of owned or non-owned watercraft and/or aircraft or construction or material alteration of a building or other structure or where installation of boilers and/or pressure vessels forms part of the work, the Contractor shall provide the applicable insurance coverage described in subsection GC6.03.04 and GC6.03.05.01 and .02.

GC6.03.01.01 London Construction Insurance Program (LCIP)

City of London construction projects with a total tender price, excluding taxes, greater than \$3 million requires insurance in accordance with the London Construction Insurance Program (LCIP).

The Contractor shall provide, maintain and pay for the LCIP Insurance. The coverage and extensions noted below are the MINIMUM requirements for projects meeting LCIP criteria as stipulated by the City of London. It is the responsibility of the Contractor and/or their insurance broker to review all potential operations and exposures to determine if the coverage and limits noted below are sufficient to address all insurance related exposures presented by the specifications of the projects.

LCIP Minimum Core Coverage

Builders Risk (Broad Form Coverage): Not required for road surfacing, sewer, watermain and paving projects

Core Coverage: Limits as required and dedicated to specific project only

- Includes all Project Owners, Project Manager, Architects, Engineers, Contractors and Sub Contractors as Named Insured
- Property in course of construction, installation, reconstruction or repair, owned by insured or by others as so long as included in value
- All risk wording subject to exclusions
- Materials and supplies entering into project including landscaping, growing trees
- Temporary structures – office trailers, scaffolding, etc. & excavation, site preparation
- Removal – 7 days (or expiry)
- Windstorm debris removal

LCIP Extensions

Extensions of Coverage:	Limits, Deductibles, Comments
1. Offsite Storage Extension	1. \$500,000 limit
2. Transit	2. \$500,000 limit
3. Professional Fees	3. \$1,000,000 limit
4. Earthquake	4. \$1,000,000 or 3% deductible
5. Fire Fighting Expense	5. \$500,000 limit
6. Flood (allow exception for transit and leakage from water main)	6. \$25,000 deductible
7. Valuable Papers	7. \$100,000 limit
8. Extra Expense (critical Contractor equipment damage)	8. 24 hour waiting period, and \$250,000 limit
9. Debris Removal (doesn't affect coinsurance)	9. 25% of limit
10. By-laws (except heritage designated properties)	10. \$500,000 limit
11. Sewer Back Up	11. Included
12. Margin of Profit	12. Included
13. Off Premises Service Interruption (24 hour waiting period)	13. \$500,000 limit
14. Soft Costs	14. Value must be included in project limit
15. Expediting Cost Expense	15. \$500,000 limit
16. Testing and Commissioning	16. 30 day period
17. 60 day notice of cancellation	17. (except for non-payment)
18. Delayed Start Up (NB: limit to be set by City)	18. ONLY if requested in specifications

Wrap Up Liability Coverage:

- \$5 Million minimum and dedicated to specific project only
- Includes all Project Owners, Project Manager, Architects, Engineers, Contractors and Sub Contractors as Named Insured
- Tenants Legal Liability Coverage (for locations related to the project only)
- Occurrence Basis
- Broad form property damage
- Personal Injury
- Continent Employers Liability
- Cross Liability and Severability of Interest Clause
- 60 day notice of cancellation (except in case of non-payment)
- Professional Liability exclusion
- 24 month completed operations extension, including Explosion, Collapse and Underpinning
- Damage to existing structure included

Deductibles:

- Will vary depending on the size and complexity of the project
- Are subject to negotiation between the insurer and broker, and acceptance by the City of London, such acceptance not to unreasonably with-held

Environmental Impairment Liability Coverage:

- For EACH project the specs MUST specify if pollution/EIL covers is required. If required, coverage is to be arranged through a licensed insurer providing coverage that meets the minimum requirements of the specifications of the individual project.

GC6.03.02 Commercial General Liability Insurance

Delete paragraph .01 of subsection GC6.03.02 and replaced with the following:

Commercial general liability insurance shall name the Contractor as insured and add the Owner, the Contract Administrator and any other parties deemed relevant by the Project Manager, and their respective agents, Contractors and employees as additional insured with limits of not less than Five Million (\$5,000,000.00) dollars inclusive per occurrence for bodily injury, death and property damage including loss of use thereof. The insurance shall further provide that insurance obtained by the Contractor shall, in the case if the Owner, be primary insurance coverage in respect of all liability encompassed by any other insurance coverage maintained by the Owner.

The policy shall have provisions for personal injury liability, contractual liability, employer liability, severability of interests clause and cross liability clauses.

Delete paragraph .02 of subsection GC6.03.02

GC6.03.07 Insurance Requirements and Duration

Paragraph .02 of subsection GC6.03.07 is deleted and replaced with the following:

The Contractor shall provide the Owner prior to commencement of work, evidence of valid insurance by an insurer licence to operate in the Province of Ontario and signed by and authorized underwriter or broker as follows: General Liability Insurance, Automobile Liability Insurance and Umbrella/Excess Liability Insurance on the appropriate form attached to Section D of the Tender and acceptable to the Owner. Other forms of insurance required under Section 6 shall be on a standard form issued by the Owner's insurer.

GC6.04 Bonding

Paragraph .01 of subsection GC6.04 is deleted and replaced with the following:

The Contractor shall provide the Owner prior to commencement of work, with the surety bonds in the amount required and on forms prescribed in the Tender documents.

GC6.05 Workplace Safety and Insurance Board

Subsection GC 6.05.01 b) is deleted in its entirety and replaced with the following:

b) With the submission of all Proper Invoices

Section GC7 Contractor's Responsibilities and Control of Work

GC7.01 General

Amend subsection GC7.01.02 by the addition of the following paragraph .02:

.02 The Contractor shall commence work on the project within five (5) Working Days of the date shown in the written order to commence work. When Construction has not begun within the five (5) days of the (specified) date, the 6th day shall be counted as the first working day of the Contract.

Amend subsection GC7.01.04 by the addition of the following paragraphs:

.06 The Contractor shall provide the Owner a copy of the minutes of proceedings as specified in Part II-Administration, section 9, clause (22)

.07 The Contractor shall provide the Owner or Contract Administrator immediate written correspondence of any verbal or written Accident Notices and Reports submitted to a "Director" of the Ministry of Labour required by Sections 51- 53 of the Occupational Health and Safety Act. Any response of follow up actions shall be provided to the Contract Administrator for all orders and notices.

.08 The Contractor shall provide the Owner immediate written correspondence of any verbal or written reports from an Inspector or Director of the Ministry of Labour.

.09 The Contractor shall ensure that safety inspections on the project are carried out on a regular basis. More frequent inspections will occur for larger scale, more complex, or more hazardous projects. Through regular inspections, the Contractor will record any findings and actions taken, and provide a report on the same to the Owner.

.10 The Contractor, throughout the duration of the contract, shall also comply with the regulations and policies as set out by the Technical Standards & Safety Authority Act, TSSA Act.

GC7.02 Monuments and Layout

Delete paragraph .03 of subsection GC7.02.

Delete paragraph .07 of subsection GC7.02 and replace with the following:

All stakes, marks and reference points provided by the Contract Administrator shall be carefully preserved by the Contractor. In the case of their destruction or removal, such stakes, marks and reference points shall be replaced by the Contractor at his expense. Bench marks, and survey monuments shall be protected by the Contractor. In the case of their destruction or removal, such bench marks and survey monuments will be replaced by the Owner at the Contractor's expense.

GC7.03 Working Areas

Delete paragraphs .04 of subsection GC7.03 and replace with the following:

.04 The Contractor shall not enter upon or occupy any private property outside the working area for any purpose unless the Contractor has received written authority from the property owner prior to entering or occupying said property and provide a copy of such to the Contract Administrator. Upon completion of the project, the Contractor shall obtain a written statement from the property owner certifying that their property has been restored to a satisfactory condition. An amount estimated by the Contract Administrator will be held back from the Contractor until such a letter is provided.

GC7.06 Maintaining Roadways and Detours

Delete paragraphs .04 and .05 of subsection GC7.06. Delete paragraph .01 of subsection GC7.06 and substitute the following:

.01 Unless otherwise specified in the Special Provisions Section, where an existing roadway is affected by construction, it shall be kept open to pedestrians and vehicular traffic, and the Contractor shall at his expense be responsible for providing and maintaining a route through the work, whether along the road under construction, a detour road beside the road under construction within the Working Area, or parallel to the road under construction outside the Working Area in accordance with the Ontario Traffic Manual – Book 7 (Temporary Conditions – Field Addition).

.01 (a) Notwithstanding paragraph .01, the Contractor may, subject to approval of the Contract Administrator, block traffic for short periods of time to facilitate construction of the work required under the Contract.

Delete paragraph .10 of subsection GC7.06 and replace with the following:

.10 Where, with the written prior approval of the Contract Administrator the highway is closed and the traffic diverted entirely off the highway to any other highway, the Contractor shall, at no cost to the Owner, supply, erect and maintain traffic control devices, in accordance with the Ontario Traffic Manual – Book 7. The Contractor shall install and maintain and remove at its expense all traffic control devices outside of the Working Area. Any necessary flashers, signs, barricades, etc. within the Contract Limits, outside the Contract Limits and such traffic control provisions that shall be acceptable to the City of London Transportation Planning and Design Division shall be the responsibility of the Contractor. This shall include notice signs of temporary closures and associated dates. The Contractor shall notify the City of London dispatcher (519) 661-4967 to provide the location that construction is taking place and a contact person in case of emergency. The Contractor shall give the Contract Administrator at least two (2) days' notice prior to removal of signs, barricades, etc.

Subsection GC7.06 is amended by adding the following paragraphs:

.12 The successful Contractor shall submit a traffic management plan showing a method of maintaining entrances to commercial and residential properties, detours, and construction signing in accordance with contract documents and the Ontario Traffic Manual – Book 7. Two copies are required by the City of London Transportation Planning and Design Division at least fourteen (14) days in advance of the commencement of work to be reviewed for compliance with the requirements of the Contract Document. One copy of the approved plan will be forwarded to the Contract Administrator. Construction shall not be allowed to commence without traffic plan approval.

.13 The Contractor shall give the Contract Administrator fourteen(14) days advance notice prior to any street closing, not including Saturdays, Sundays, or Statutory Holidays, in order to permit the proper notification arrangements to be made through the City of London Transportation Planning and Design.

.14 The Contractor shall notify the Fire Department at end of each working day in order to specify access restrictions due to construction.

.15 The Contractor shall notify the London Transit Commission forty eight (48) hours prior to closing bus bays or any work on any street that is a bus route.

GC7.08 Approvals and Permits

Amend subsection GC7.08, paragraph .02 by the addition of supplemental subsection GC4.02 paragraph .01.

GC7.13 Obstructions

Delete paragraph .02 of subsection GC7.13.

Delete paragraph .03 of subsection GC7.13 and replace with the following:

.03 The Contractor shall ensure that arrangements are made with the appropriate utility authority for the stake out of all underground utilities, except drain connections and catch basin connections, which may be affected by the work. During the course of the Contract, it is the Contractor's responsibility to consult with utility authorities for further information relating to the exact location of these utilities.

The Contractor's responsibility to take the necessary precautions and provide such utility supports as may be necessary to prevent damage to utilities during and after construction depends upon whether the actual locations of utilities relative to the plan locations and to the field locates are within the tolerances set out in paragraph .01 a) of subsection GC2.01 "Reliance on Contract Documents". The Contractor's responsibility is indicated in supplemental paragraph .04 of subsection GC7.13.

Add paragraph .04 to GC7.13 as follows:

.04 Underground Utilities

T=Tolerance as set out in Para. 01(a) of Subsection SCG2.01 Contractor Responsibility

A. Mainline Utilities:

Case #	Plan/Actual Inside T	Plan/Actual Outside T	Located/Actual Inside T	Located/Actual Outside T	Protect From Damage	Temporary/ Permanent Support
Case 1	✓	-	✓	-	yes	yes
Case 2	✓	-	-	✓	yes	yes
Case 3	-	✓	✓	-	yes	yes*
Case 4	-	✓	-	✓	no	yes*
Case 5	not shown	not shown	✓	-	yes	no**
Case 6	not shown	not shown	-	✓	no	no**
Case 7	not shown	not shown	not located	not located	no	no**

* except additional support cost and additional operation cost

** all associated costs at Owner's expense

B. Service connections except drain connections & catch basin connections:

Case #	Plan/Actual Inside T	Plan/Actual Outside T	Located/Actual Inside T	Located/Actual Outside T	Protect From Damage	Temporary/ Permanent Support
Case 1	not applicable	not applicable	✓	-	yes	yes
Case 2	not applicable	not applicable	-	✓	no	yes
Case 3	not applicable	not applicable	not located	not located	no	no

C. Drain connections & catch basin connections whether or not shown on drawings:

Case #	Plan/Actual Inside T	Plan/Actual Outside T	Located/Actual Inside T	Located/Actual Outside T	Protect From Damage	Temporary/ Permanent Support
Case 1	not applicable	not applicable	not located	not located	yes	yes

Note:

Notwithstanding above, utilities (including service connections) requiring adjustments because of elevation conflict shall be at Owner's cost, whether actual location is inside or outside plan or Locate Tolerance.

* except additional support cost and additional operation cost

** all associated costs at Owner's expense

Add paragraphs .05, .06 and .07 to subsection GC7.13 as follows:

.05 Except when a special provision item is included in the tender documents detailing specific utility support or utility protection requirements, no separate item will be included in the Form of Tender for such work. Payment for protection and utility supports shall be as set out in paragraph .02 of clause GC8.02.01 "Price for Work".

.06 Payment for utility adjustments because of an elevation conflict shall be in accordance with the tendered price for such adjustment work or at a negotiated price, if no such item is included in the Form of Tender.

.07 When the Contract Administrator directs that utilities be replaced because of hydraulic, structural or mechanical deficiencies, payment shall be in accordance with the tendered price for such replacement work or at a negotiated price, if no such item is included in the Form of Tender.

GC7.16 **Warranty**

Amend paragraph .02 (a) of subsection GC7.16 as follows:

Delete the words "prior to and".

Amend the last paragraph of GC7.16.02 by adding the following:

Upon receipt of written notice, the Contractor shall resolve the observed defects of deficiencies within 30 calendar days to the satisfaction of the Contract Administrator. The Contractor's failure to resolve the defects of deficiencies detailed in the written notice shall permit (the Contract Administrator's) access to the Contractor's performance bond to resolve the written notice. The Contractor shall provide for, at no additional costs to the Owner, maintaining roads and detours and all necessary notices as specified under GC7.07 and GC7.12, respectively in their attempt to resolve the written notice.

The Corporation may add a 10% administration fee in a situation where the Corporation completes or makes arrangements to have completed deficiency work that takes longer than the specified time period. The 10% fee is calculated based on the cost on completing the outstanding deficiencies.

Add paragraph .04 and .05 of subsection GC7.16 as follows:

.04 Notwithstanding paragraph .02, the warranty period for sodding shall be in accordance with OPSS 803, the Construction Specification for Sodding as amended by a supplementary specification and,

.05 Notwithstanding paragraph .02, the warranty period on specified nursery grown vegetation including trees, plants, shrubbery etc. is two (2) years.

Add paragraph .06 of subsection GC7.16 as follows:

.06 Maintenance Security Holdback

The Corporation will retain until the expiry of the warranty or guarantee period money in the amount equal to 2.0% of the final contract price or \$5,000.00 plus deficiencies – whichever is greater, that may be applied by the Corporation in satisfaction of any claims as a result of default by the Contractor respecting the Contractor's warranty obligations.

The Maintenance Security Holdback shall be first retained by the Corporation when the Engineer certifies that 70% of the value of the work has been performed and shall be shown as an amount when the Contractor makes application for certification that 70% of the value of the work has been performed. Should the Contractor fail to comply promptly with a written notice given by the Engineer to rectify or maintain, the Corporation may, 48 hours after a further written notice to the Contractor, make arrangements for performance of the necessary work and recover the costs from the Maintenance security Holdback or collect the costs from the Contractor.

An irrevocable letter of credit will not be accepted in lieu of the 2.0% holdback.

The Maintenance Security Holdback will be released at the end of the warranty period, less any applicable cost recovery taken by the Corporation.

A one (1) time reduction request at six (6) months of up to fifty percent (50%) of the amount held will be considered provided there are no outstanding deficiencies at the time of application

Section GC8 Measurement and Payment

GC8.01.02 Variation in Tender Quantities

Delete the last sentence in subsection GC8.01.02.01 and replace with the following:

Written requests for compensation must be received within 45 days of the Certificate of Substantial Completion.

GC8.02.03 Advance Payment for Material

Delete clause GC8.02.03 in its entirety.

GC8.02.04 Certification and Payment

GC8.02.04.01 Progress Payment Certificate

Add the following sentence to paragraph .01 of subsection GC 8.02.04.01:

Any request for payment for work completed that was not included in the tender items must be submitted on the standard City of London Change Order Form signed by the contractor, along with all supporting documentation. For clarity, the prior certification of a payment certifier or owner is not required.

Add paragraph .05 to subsection GC 8.02.04.01:

.05 Other information that may be prescribed, as identified in clause 8.02.04.01 (h), shall include:

- a) Submission of the completed City of London Standard Payment Certificate Form with contractor signature. For clarity, the prior certification of a payment certifier or owner is not required.
- b) Submission of completed tender item chart, including, at a minimum, the following information for each tender item: tender item description, unit of measure, tender quantity, unit price, total tender price, cumulative previous quantity, cumulative previous value, current requisition quantity, current requisition amount, total quantity to date, total value completed to date, total percent completed to date, value of balance to complete. A template chart will be provided by the Contract Administrator and must be completed in full with every submission of a Proper Invoice.
- c) All Health and Safety documentation
- d) Certificate of Clearance from the Workplace Safety and Insurance Board

Add paragraph .06 to subsection GC 8.02.04.01:

.06 A Proper Invoice must be submitted via email to a list of addresses as identified by the City of London or the Contract Administrator. The date stamp on the email shall serve as the official time and date that the Proper Invoice was submitted.

Delete paragraph .02 d) of subsection GC8.02.04.01

Delete paragraph .02 f) of subsection GC8.02.04.01 and replace with the following:

f) The amount of HST, as applicable; and

GC8.02.04.02 Certification of Subcontract Completion

GC8.02.04.03 Subcontract Statutory Holdback Release Certificate and Payment

Delete both the above clauses.

GC8.02.04.04 Substantial Performance of Work

Add paragraph .07 to subsection GC8.02.04.04 as follows:

.07 When Substantial Performance coincides with Completion, the 10% statutory holdback will be retained until 60 days from the date of publication.

GC8.02.04.05 Substantial Performance Payment and Substantial Performance Statutory Holdback Release Payment Certificates

Add clause e) of paragraph .01 to subsection GC8.02.04.05:

e) a document satisfactory to the Contract Administrator that shall release the Owner from all further claims relating to the Contract, qualified by stated exceptions.

GC8.02.04.09 Interest for Late Payment

Delete clause b) of paragraph .01 to subsection GC8.02.04.09

Delete clause c) of paragraph .01 to subsection GC8.02.04.09 and replace with the following:

Substantial Performance Payment: 28 days after submission of Proper Invoice, as amended by GC8.02.04.05.01

GC8.02.05.04 Payment for Labour

Add paragraph .04 to GC8.02.05.04 as follows:

.04 LABOUR CONDITIONS AND FAIR WAGE POLICY

The Contractor agrees to and shall observe the following:

- a) the Contractor (and each Subcontractor involved in the work) shall be governed by these requirements; the Contractor is charged with the duty of informing subcontractors of these requirements and ensuring that they are honoured.
- b) each worker shall be paid at a rate which equals or exceeds the prevailing rate applicable in the zone which incorporates the City of London under the provincial "Fair Wage Policy", detailed in the Fair Wage Schedules and special provisions pertaining to:
 - (i) Appendix 'A' – Industrial, Commercial and Institutional
 - (ii) Appendix 'B' – Roads and Structures Construction
 - (iii) Appendix 'C' – Sewer and Watermain Construction
 - (iv) Appendix 'D' – Building Cleaning Industry
 - (v) Appendix 'E' – Security Guard Industry

The Corporation shall determine and specify the Fair Wage Schedules which applies to type of works being done under this contract.

Such shall be obtained from:

Administrator of Fair Wage Schedules
Employment Standards Branch
Ministry of Labour
400 University Avenue (3rd Floor)
Toronto, Ontario
M7A 1V2

- c) the working conditions and benefits specified under the Fair Wage Policy are deemed to be adopted into the employment contract between each worker and the Contractor (or Subcontractor) as minimum standards.
- d) the Fair Wage Policy applies to work of any person under the Contract at the job site, employed by the Contractor (or Subcontractor) but does not apply to those persons whose sole function is to deliver materials from a supplier.

- e) if the Fair Wage Policy is revised during the life of the Contract, the wages paid to workers shall be adjusted (where applicable) to recognize such change and any extra costs created by wage adjustments shall be borne by the Contractor.
- f) The Contractor shall,
- (i) at all times keep or cause to be kept a list of the names, trades and addresses of all workers providing work at the job site under the Contract, whether such workers are employed by the Contractor or through an employment agency and a record of the regular hourly wage rates, overtime hourly wage rates, hours of work, and amounts paid by the Contractor or employment agency to each such worker;
 - (ii) from time to time, if demanded by any authorized officer, or employee of/or designated professional accountant on behalf of the Corporation, furnish within fifteen (15) days after demand a certified copy of all pay sheets, lists, records and books relating to the work and keep the originals thereof open at all times for examination by such officer, employee or agent, on the understanding that such information will be considered personal information pursuant to the Municipal Freedom of Information and Protection of Privacy Act; and
 - (iii) upon reasonable notice furnish and disclose to any authorized officer, or employee of/or designated professional accountant on behalf of the Corporation any other information respecting wages of workers that may be specified by such officer, employee or agent in connection with the work.
- g) In case of a dispute as to rate of wages to be paid under the Contract or as to the amount to be paid to any worker or workers,
- (i) the worker or workers (or representative duly appointed in writing, and the Corporation receiving written of the appointment) shall submit a complaint to the Corporation's Project Administrator as soon as a dispute as to rate of wages is reasonably known to the worker or workers;
 - (ii) the Project Administrator shall investigate disputes between a worker or workers (or authorized representatives) and the Contractor respecting the administration of the Fair Wage Policy and the appropriate Fair Wage Schedule;
 - (iii) the Project Administrator may consider such pay sheets, lists, records and books relating to the work as the Project Administrator considers necessary and afford the Contractor and the worker or workers (or authorized representative) a reasonable opportunity to make submissions with respect to the dispute;
 - (iv) the Project Administrator shall conduct their investigation as soon as practicable and issue direction in writing to the Contractor if and when necessary, and issue a copy to the worker or workers or authorized representative;

- (v) the worker or workers (or authorized representatives) may appeal to the Corporation's Fair Wage Panel if in disagreement with the findings of the Project Administrator for review of the dispute;
 - (vi) the Panel shall as soon as practicable issue its decision and as part of its decision may, if it considers appropriate, direct that one or more of the parties pay to the Corporation its costs reasonably incurred respecting the Panel's adjudication;
 - (vii) the decision of the Panel shall be final and binding upon all parties;
 - (viii) the names of workers submitting complaints shall remain confidential throughout the adjudication process. The complaints name is only disclosed when and if necessary to accommodate payment.
- h) If an amount of wages is found by the Project Administrator or the Panel to be owing by the Contractor to a worker or workers at the rate specified under paragraph (b) and the Contractor fails to pay the worker or workers such wage amount within fifteen (15) days following the date of the Project Administrator's investigation or the Panel's decision, the Corporation may pay to the worker or workers all or a portion of the balance necessary to make up the wages that should have been paid and may,
- (i) recover the amount paid by the Corporation and any of the Corporation's adjudication costs awarded by the Project Administrator or the Panel against the Contractor, together with interest and costs, as a debt due to the Corporation in a court of competent jurisdiction; and
 - (ii) where any money is owing by the Corporation to the Contractor, may deduct, as permitted by law, the amount paid by the Corporation and any of the Corporation's adjudication costs awarded by the Project Administrator or the Panel against the Contractor, together with an administrative fee not exceeding fifteen per cent (15%) of such balance, from the amount owing by the Corporation to the Contractor.
- i) The Contractor shall have a legible copy of Clause SGC8.02.05.04, paragraph .04 – Labour Conditions and Fair Wage Policy including the appropriate Fair Wage Schedule and contact information for the Corporation's Project Administrator, identified as the person receiving complaints regarding the Fair Wage Policy, posted in open view of the workers in a prominent and accessible location at each job site throughout the duration of the Contract, and provide a copy of the Fair Wage Policy and contact information to each worker.
- j) The Contractor shall include Clause SGC8.02.05.04, paragraph .04 - Labour Conditions and Fair Wage Policy in each subcontract between the Contractor and their Subcontractor for the provision of work at the job site under this Contract.
- k) The Contractor shall attach to all accounts rendered for payment of money upon the Contract a statutory declaration affirming that the requirements of Clause SGC8.02.05.04, paragraph

.04 - Labour Conditions and Fair Wage Policy have been fully complied with prior to the Corporation releasing all holdbacks

GC8.02.05.09 Submission of Invoices

Delete clause .03 of subsection GC8.02.05.09

GC8.02.08 Taxes

.06 Taxes, custom duties and excise taxes on all fuels, materials and services, except for refundable taxes and duties, shall be included in the Contract price.

.07 The Contractor shall pay all taxes, custom duties, and excise taxes on all fuels and materials with respect to the Contract. Where applicable, the Contractor shall apply for any refund of taxes and duties to the appropriate tax levying authority.

GC8.02.09 Liquidated Damages

Delete paragraph .01 of subsection GC8.02.09 and replace with the following:

.01 The Parties acknowledges that if the Contractor fails to complete the work in accordance with the Contract and to the satisfaction of the Contract Administrator within the time or times specified and/or the number of working days allocated, the Corporation will suffer damages including but not limited to additional administrative and project management expenses.

The parties agree that the Contractor will pay to the Corporation the ongoing contract administration costs for office supervision and field inspection, whether those costs are incurred directly by the City or through a third party, plus an additional sum of One Thousand Dollars (\$1000.00) for each and every calendar day that the work or works remains unfinished after the time or date specified to cover administrative costs.

The amount is the liquidated damages that the Corporation will suffer by reason of a delay and not as a penalty. The Corporation may deduct any amount due under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable are in addition to and without the prejudice of any other remedy, action or other alternative that may be available to the Corporation.