

City of Waterloo General Conditions

1. *Pre-Construction Photographs*

The Contractor is encouraged to procure video footage and still photographs of the existing site conditions prior to the start of construction. Photos should be retained for future reference and copies supplied to the Engineer.

2. *Incidental Items*

The following is a partial list of items, the costs of which are to be included in the unit prices of the tender items unless a specific payment item is included in the Unite Price Worksheet. No additional payment will be made for the following:

- (a) Cost of permits and fees
- (b) Cost of attendance at site meetings and other emergency meetings that may be necessary over the course of the project to effect proper coordination, dealings with property and business operators/owners, dealing with emergency situations, and other related meeting activities necessary.
- (c) Cost of removing and/or relocating to a temporary or final location, when required by the Engineer, small signs, fences, mailboxes, waste containers, or other minor obstructions interfering with the construction.
- (d) Cost of coordination of all work with utility companies who may be affected by the project or who may be required to perform work simultaneously with the work of the Contractor, except as specified elsewhere in these Contract documents.
- (e) Cost of supporting and protecting all existing utilities and coordinating this work with utility representatives as noted elsewhere.
- (f) Cost of normal roadway maintenance on existing roads and streets which may be affected by the Contractor's operations for the duration of the Contract.
- (g) Cost of providing temporary signage and closure of trails during construction

The Engineer, at his sole discretion, may limit the type and/or size of any equipment used in order to protect the environment, public safety and / or the integrity of the work and / or adjacent facilities during the project. No claims by

the Contractor for compensation for any losses resulting from a delay in construction will be considered.

3. *Testing Fees and Inspection*

The following tests, unless otherwise specified in the Special Provisions, which may be called for by the Engineer, will be paid for, independent of this Contract, by the City. The City will pay for the first test or the first round of testing (watermains) of a given section of work or material sample. Where a re-test is called for or necessitated by failure to meet tolerances or inconclusiveness of testing, the City will pay only for “passed” testing. Payments for any additional tests of the same material which has failed to meet the required tolerances will be the full responsibility of the Contractor.

- a) Air entrainment tests during concrete work.
- b) Slump testing during concrete work.
- c) Casting and compression testing of concrete cylinders.
- d) Compaction testing.
- e) Analysis of aggregates for asphalt and pavement testing.
- f) Other tests as deemed necessary by the Owner(s).

The Contractor shall cooperate at all times with individuals who may be on-site to carry out the above testing. The Engineer may require documentary evidence, from time to time, to the effect that materials supplied by the Contractor comply with the Contract Documents. The Contractor shall comply at all times with such requests.

4. *Specialized Equipment*

The Contractor shall utilize appropriate types and sizes of equipment so as to not increase the risk of damage to existing sewers, watermains, utilities, trees or any other existing feature not mentioned that will be encountered over the course of the project.

5. *Trespass*

The Contractor shall be responsible for protecting excavations, trenches, stockpiles and abutting lands from trespass by his forces during all stages of the work, and shall erect snow fencing, without charge, where and when required by the Engineer to ensure same. The Contractor shall not dispute or contest direction from the Engineer, if in the opinion of the aforementioned protection and fencing is required to mitigate safety risks. All private property restorations not specifically called for in an item in the Schedule of Unit Prices shall be rectified to existing or better condition at the Contractor’s expense.

6. *Replacement of Private Driveways by Request of Home Owner*

Replacement of any private driveway at the request of the property owner / homeowner that was not damaged due to works of this Contractor is not part of this Contract and is not to be undertaken by the Contractor during project normal working hours. Payment for these works shall be the sole responsibility of the property owner / homeowner except that the City will pay for that portion of the driveway that was removed for the road/sewer reconstruction as noted on the contract drawings. The City will not accept any claims as a result of extra work undertaken by the Contractor on behalf of the property owner / homeowner.

7. *Cooperation with Other Utilities*

During the course of this project, it may be necessary for other utilities including Hydro, Bell, Gas, Cable TV or other third-party service provider to carry out rectifications of their underground / overhead plant. The Contractor shall be required to facilitate the utility servicing and / or builder installations and to cooperate with their scheduling to the greatest extent possible.

If damage to any structure, utility or service occurs by reason of the Contractor's operation, even though precautions have been employed, the Contractor shall be entirely responsible for such damage whether such operations and the work resulting there from have received the proper approval of the Engineer or not, and all such damage shall be satisfactorily rectified at the Contractor's expense.

Utilities undermined by the installation of pipes shall be adequately supported using appropriate measures acceptable to the utility owner and satisfactory to the OHSA and Regulations. The cost of all utility support and protection shall be included in the Contractor's bid.

The approximate locations of existing services have been shown on the drawings to assist the Contractor. However, the information provided may not be fully accurate or complete. The Contractor shall satisfy himself as to the existence and location of all utilities prior to submitting a bid on this project.

Before commencing excavation in any area, the Contractor shall have the location of all utility lines, conduits, pipes, etc., located by a representative of the appropriate utility company or municipality, and shall not proceed with the excavation until the exact location is known, and then only after adequate precautions have been taken to protect such plan. It shall be the responsibility of the Contractor to request all utility locates and then ensure all utilities are accurately staked out in the field.

The Contractor shall assume full responsibility for the location and protection of all underground and above ground utilities such as water, sewer and gas mains

and house connections, telecommunications, hydro, street light. and telephone poles, wires and conduits, valves, switches, etc.

8. *Operation of Water Valves*

The Contractor is advised that the operation of any water valves in the City of Waterloo is restricted to City of Waterloo personnel only. At no time during the duration of this project shall the Contractor or any of their employees operate a water valve. If it is necessary to operate a water valve, the Contractor is advised to arrange for City personnel to operate the valve for them. The City will consider no claims by the Contractor for compensation for any losses resulting from a delay in construction.

9. *Maintenance of Storm Drainage*

During the whole of the Contract performance period, the Contractor shall be responsible for the protection and maintenance of adequate drainage in and through the site, providing adequate drainage facilities and/or flow controls so that flows from existing watercourses, storm sewers, natural drainage channels or other facilities shall not be impeded.

The Contractor shall be responsible for all temporary ditching, culverts, siltation structures, etc., and other work thereby required through the whole of the working area whether ordered or approved by the Engineer. The Contractor shall further be responsible for the maintenance of all such temporary ditching, culverts and other works, and for rectification or restitution required as the result of erosion or other flood or water damage.

The Contractor must backfill all exposed trenches at the end of each and every workday. No claims by the Contractor for compensation to backfill trenches, expose work the following day or any resulting delay in construction will be considered by the City.

10. *Maintenance of Flow*

Sewage flow shall be maintained at all times by the Contractor and pumped between maintenance holes while working on that section.

11. *Protection of Downstream Sewers*

Until completion and acceptance of the Contract work, or unless otherwise directed by the Engineer, the Contractor shall supply all materials and construct temporary concrete weir structures inside maintenance holes and maintain at all times as required to control silty material from entering sanitary and storm sewers as a result of construction activity upstream. The Contractor shall be responsible

for cleaning silt and debris deposits from the structure as required, at no cost to the City. All costs for this work are to be included in the appropriate unit prices.

12. *Maintenance of Existing Roads*

The Contractor shall be responsible for keeping roadways adjacent to the site free and clean from mud, dirt and other debris originating from the work site. All dirt and debris deposited by construction traffic on existing City streets shall be cleaned up by the Contractor at his own expense on a daily basis, or as directed by the Engineer.

13. *Vehicle and Equipment Access*

The rehabilitation street may be closed to through traffic when the Contractor is working on the street, however, whenever possible, the Contractor shall reinstate local residential vehicular access, particularly during off hours. The Contractor will be responsible for all signing, barricading, etc., in accordance with the MTO's Manual of Uniform Traffic Control Devices adjacent to the actual work area; however, the City will establish alternative parking, subject to the Contractor's written notice to commence construction. All signing beyond the immediate project limits will be installed and maintained by the City of Waterloo.

14. *Pedestrian Access*

The Contractor shall, at all times, ensure that reasonable pedestrian access is maintained throughout the work site for the duration of the project. All existing sidewalk is to remain in place except where it conflicts with service installation, until such a time that the construction schedule necessitates sidewalk replacement. The City will make provisions for local residents to park vehicles on adjacent streets for the duration of the Contract.

15. *Private Driveway Access*

The Contractor shall provide full access to private driveways at all times except as follows:

- a) for the 72 hours immediately following the installation of concrete curb and gutters
- b) for the 72 hours immediately following the installation of concrete sidewalks
- c) for the 72 hours immediately following the installation of concrete driveway aprons

16. *Garbage Pickup*

The Contractor is advised that the work of this contract may impede normal garbage collection and recycling operations within the neighbourhoods where work is being conducted. Regional Waste Management staff will not drive a vehicle on a gravel roadway, nor will they back up a vehicle. As a result, the Contractor may have to, at times during construction, deliver all garbage and recyclables, at his own expense, to the closest intersection, by 7:00 a.m. on the morning and after pickup, return the emptied containers to their respective owners on garbage day. The owners will be asked to put their addresses on their containers.

This work is incidental to the contract and there will be no specific payment for this item, the cost of same is deemed to be included in the contract unit prices.

17. *Signs*

Signs (other than traffic control signs), which must be removed in order to carry out work under this Contract, shall be delivered to the City of Waterloo Service Centre. The Contractor must advise the Engineer where the signs have been removed from so that the City may replace them at a later date.

At no time shall the Contractor remove traffic controls signs.

18. *Scale Tickets*

Contractor must supply all scale tickets for imported granulars, asphalt etc. to the Contract Administrator for verifications of quantities notwithstanding the method of payment for the work. If scale tickets are not supplied within an acceptable period, the Engineer, at his sole discretion, may require that the material thickness be confirmed by core or test dig. The Contractor will be responsible for the cost of these investigations as well as the resulting restoration

19. *Fresh Concrete*

The Contractor is responsible for protecting all freshly poured concrete from inclement weather and vandals. All markings or imprints must be removed at the Contractor's expense and to the satisfaction of the Engineer.

All concrete used for the construction of curb and gutter, sidewalks, and aprons shall have a minimum compressive strength of 32 MPa @ 28 days.

20. *Completion Date – Liquidated Damages*

The Contractor shall complete this Contract in its entirety by **XXXX**

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

If the Contractor is delayed in the completion of the work,

- by reason of changes or alterations made under Section 3.10 of the General Conditions;
- by reason of any breach of contract or prevention by the City, or other Contractor of the City or any employee of any one of them;
- by reason of delay by the City in issuing instructions or information or in delivering materials;
- by any other act or neglect of the City or any other Contractor of the City or any employee of any one of them;
- for any cause beyond reasonable control of the Contractor; **OR,**
- by Acts of God, or of the Public Enemy including Terrorist Acts, Acts of the Province or any Foreign State, Fire, Floods, Epidemics, Quarantine Restrictions, Embargoes or delays of Sub-Contractors due to such causes;

The time of completion shall be extended in writing at any time on such terms or for such period as shall be determined by the Engineer, and notwithstanding such extensions, time shall continue to be deemed of the essence of this Contract.

An application by the Contractor for an extension of time as herein provided shall be made to the City in writing on the form prescribed at least 15 days prior to the date of completion fixed by the Contract. All bonds or other surety furnished to the City by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish the City with evidence of such amendment of the bonds or other surety.

Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the City whatsoever under this Contract, and all of such rights shall continue in full force and effect after the time limited in this Contract for the completion of the work.

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the date of completion specified previously, damage will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the City the sum of **ONE THOUSAND (\$1,000.00) DOLLARS** per day for liquidated damages for each and every calendar day's delay in finishing the work beyond the date of completion prescribed and it is agreed that this amount is an estimate of actual damage to the City which will accrue during the period in excess of the prescribed date of completion.

The City may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The Liquidated Damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the City.

21. *Extension and Escalation*

The Contractor agrees that the contract unit prices shall remain firm up to and including **XXXXXX**. The unit prices for work required to be done thereafter shall be adjusted by mutual agreement between the City and Contractor, in accordance with the procedures of GC 3.10.01 of the OPSS General Conditions of Contract.

22. *Construction Schedule*

The Contractor shall submit a detailed construction schedule, for approval by the engineer, seven (7) days in advance of commencement of construction, showing the timing of the Contract.

A preconstruction meeting will be held as soon as practical after Council approval of the award of tender with representatives from the City, the General Contractor and the Engineer (if applicable) to discuss the following:

- Review the contractor's schedule with respect to construction methodology and estimated completion dates for the various portions of the work.
- Review safety procedures and operational constraints to establish strict guidelines for work areas, delineation of haul routes, etc., to ensure safe and practical grading and servicing operations.

- Review coordination procedures regarding traffic control, protection of the environment and the public.

The City and the Contractor agree that for this Contract, in the event the work is ordered to commence earlier or later than the commencement date, the completion date will be adjusted by the same number of Working Days.

The Engineer reserves the right to request of the Contractor to work on Saturdays, and/or later hours in order to complete the work within the scheduled time periods. There will be no additional compensation for overtime hours worked.

Should the Contractor, through his own fault (or neglect of this Contract and Specifications) fail to meet the schedules or working day periods allowed above, the Liquidated Damages may be assessed after careful consideration of the facts by the Engineer. The amount assessed as '**Liquidated Damages**' on this Contract is defined further in Item 20 above.

23. *Workplace Safety and Insurance Board*

The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act and upon failure to do so, the City may pay such assessment or compensation to the Workplace Safety and Insurance Board, and the Contractor shall forthwith reimburse the City. The City may at its option deduct such expenses from any monies owed to the

Contractor. The Contractor shall, prior to issuance of a purchase order by the City, provide a certificate of good standing from the Workplace Safety and Insurance Board. The Contractor shall continue to provide a certificate of good standing from the Workplace Safety and Insurance Board, every sixty (60) days during construction, and one at the completion of construction.

24. *The Occupational Health and Safety Act*

The Contractor shall conduct the work such as trenching, sheathing, and shoring in accordance with the most recent edition of the Occupational Health and Safety Act of Ontario. The Contractor must advise the local Ministry of Labour Office of the contract prior to the commencement of any work.

The successful bidder shall submit the following information to the City of Waterloo prior to the start of construction.

- A list of the Contractor's first aid certificate holders.
- A list of the Contractor's Health and Safety representatives.

- A copy of the Contractor's Health and Safety policy.
- A list of the Contractor's emergency telephone numbers.
- A written emergency plan, which includes a process for addressing a critical injury, accident or incident as defined by the Occupational Health and Safety Act and include an emergency contact list and procedure. This plan must be readily available and posted on site prior to work commencement. All subcontractors or persons working on site must be informed of the emergency plan and where it can be accessed.
- The Contractor shall provide appropriate first aid facilities, eye wash stations and any measures for emergency uses as identified in the plan.
- The City Representative must be immediately notified verbally, and by a follow up written report of the following incidents/accidents: ones that required; emergency services, emergency health care, contact/visit with/by the Ministry of Labour, Ministry of Environment and contact with a utility, or when damage occurred to an adjacent structure or private property. Written notification can be done by a separate report, or by a detailed description in the daily report. Any other health and safety related incidents must be discussed at the next, regularly scheduled, construction site meeting.

25. *Construction Administration and Construction Inspection*

Contract Administration on this contract will be provided by XXXX. The contract administrator is XXXX, Telephone XXX-XXX-XXXX or via email at XXXX.

26. *Trees & Shrubs*

Trees and shrubs, if destroyed during construction, will be replaced using first quality nursery stock (deciduous trees shall be replaced with the same or similar species specimens 2.5 m to 3.0 m in height, coniferous trees are replaced with the same or similar species specimens 1.2 m to 1.5 m in height).