



REQUEST FOR QUOTE

March 20, 2026

Asphalt Replacement at the Canadian Inspection Plaza of the Peace Bridge, Fort Erie

The Buffalo and Fort Erie Public Bridge Authority is seeking quotes to perform professional contracting services in connection with the removal and replacement of approximately 20,000m² of asphalt pavement at the Canadian Inspection Plaza of the Peace Bridge in Fort Erie, Ontario.

The selected contractor will be responsible for, but not limited to, the Scope of Work as described in **Appendix I and Appendix II**. Work shall be completed no later than June 12, 2026.

There will be a mandatory pre-bid meeting on March 31, 2026 at 10:00AM for those interested in providing a quote. The meeting will be held at 100 Queen Street, Fort Erie, ON. Quotes will not be received from firms not attending the pre-bid meeting. It is the responsibility of the Bidder to verify all site conditions before submitting their quote.

Quotes are due by Wednesday, April 8, 2026 at 3:00 PM via e-mail to dem@peacebridge.com and shall be presented on the Bid Form provided in **Attachment A**. The following shall be included on/with the Bid Form:

1. Bidder's name and contact information
2. A lump sum bid to provide all labor, materials, services, supplies, equipment, tools, transportation, and other facilities and items necessary or proper for the Base Bid scope of work as indicated in this RFQ.
3. An itemized bid breakdown of the Base Bid.
4. A lump sum bid to provide all labor, materials, services, supplies, equipment, tools, transportation, and other facilities and items necessary or proper for the Alternate No. 1 scope of work as indicated in this RFQ.
5. Anticipated construction schedule.
6. A completed Contractor's Qualification Statement (see **Attachment B**).
7. Bidder's signature

Note: A bid bond is not required.

Inquiries regarding scope, specifications, and bid requirements shall be sent to the same no later than April 2, 2026 at 10:00AM and will be responded to by April 3, 2026.

The Alternate will be accepted, at the sole discretion of the Authority, if it is within budget. The low bid will be the sum of the Base Bid and Alternate Bid, if the Alternate is accepted. The Authority reserves the right to award the work to the firm that it believes will provide the best value, which may not necessarily be the lowest quote.

REQUEST FOR QUOTE

It is anticipated that contract award will be made by April 13, 2026. The standard Authority / Contractor Agreement included as **Appendix III** herein will be used for this contract, complete with insurance requirements and the General Conditions of the Agreement regarding the performance of work and other obligations.

Yours truly,

A handwritten signature in black ink, appearing to read "DMcCaffery". The signature is written in a cursive, flowing style.

Danielle McCaffery
Chief Operating Officer

BID FORM**ASPHALT REPLACEMENT AT THE CANADIAN INSPECTION PLAZA
OF THE PEACE BRIDGE, FORT ERIE****BIDDER:**

Company Name: _____

Phone: _____

Contact Name: _____

Email: _____

Base Bid*: CAD \$ _____

_____ dollars CAD

*Base Bid does not include HST.

Itemized Bid:

Item	Lump Sum Cost (\$)
Demo/Removals	
New Asphalt	
Pavement Markings	
General Conditions, Other	
Allowance A: Base Repair	
TOTAL **	

**Total shall equal Lump Sum Bid above.

Alternate No. 1 (Area 5 and Area 6): ADD \$ _____**Schedule:**

[Bidder to include proposed construction schedule with Base Bid phasing milestones as an attachment to this Bid Form.] Bidder's Initials: _____

Contractor Qualification Statement:

[Bidder to include completed and signed Contractor Qualification Statement as an attachment to this Bid Form.] Bidder's Initials: _____

SIGNATURE:By: _____
(Signature)

Witness: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Buffalo and Fort Erie Public Bridge Authority

Contractor's Qualification Statement

Organization Details

1. Name of Contractor:
2. Address of Principle Office:
3. Business Type: (check where applicable)
 Corporation Partnership Individual Joint Venture
If Partnership, list names and address of partners; if a Corporation, list names of officers, directors and State/Province of incorporation; if Joint Venture, list names and addresses of venturers and if any venturer is a Corporation, Partnership, or Joint Venture.
4. Are you licensed as a Contractor to do business in: New York Ontario
Licensing body:
License Number:
Classification:
5. How many years has your organization been in business as a Contractor under your present business name?
6. List any former names your organization has operated under, and for how many years:
7. How many years has your organization had as a primary contractor in construction/consulting work similar to the specified work?
8. How many years has your organization had as a subcontractor in construction/consulting work similar to the specified work?
9. How many years has your organization had as a supplier in construction/consulting work similar to the specified work?
10. List the categories of work that your organization normally performs with its own forces. Please be specific.

11. What services or trades does your organization normally sub-contract?
12. Number of full-time employees:
Part-time employees:
13. Has your organization, any predecessors with which you have been affiliated, or its principals, ever petitioned for bankruptcy, defaulted, or been terminated on contract award, or failed to complete a construction contract? Yes No
If Yes, state name of individual, other organization and reason therefore:
14. Has your organization ever had a claim made against it for improper, delayed, defective, or non-compliant work or failed to meet its warranty obligations?
 Yes No
If Yes, please explain:
15. Are there any judgements, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? If so, please give details below.
16. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years? If so, please give details below.
17. Provide three (3) trade references:
a.
b.
c.
18. Provide three (3) bank references:
a.
b.
c.

Experience

19. List several projects your organization has completed during the last five (5) years which are similar to the specified work of this project.

a. Client:
Principal Contact name, telephone:
Location of Work:
Type of Project:
Contract Date: Completion date:
Value of work performed:

b. Client:
Principal Contact name, telephone:
Location of Work:
Type of Project:
Contract Date: Completion date:
Value of work performed:

c. Client:
Principal Contact name, telephone:
Location of Work:
Type of Project:
Contract Date: Completion date:
Value of work performed:

d. Client:
Principal Contact name, telephone:
Location of Work:
Type of Project:
Contract Date: Completion date:
Value of work performed:

e. Client:
Principal Contact name, telephone:
Location of Work:
Type of Project:
Contract Date: Completion date:
Value of work performed:

20. Provide information about the project experience of the principal individuals of your present organization, including those individuals who will be responsible for the work under this contract:

a. Name: Title:
Role in this contract:

Years experience:
In what capacity?
Magnitude and type of work:

b. Name: Title:
Role in this contract:
Years experience:
In what capacity?
Magnitude and type of work:

c. Name: Title:
Role in this contract:
Years experience:
In what capacity?
Magnitude and type of work:

Health and Safety

21. Does your organization have a written health and safety policy and a written occupational health and safety manual that can be reviewed upon request?

Yes No

22. In the last three (3) years has your organization received any citations, notice of order, or been subject of a prosecution under any New York State, Province of Ontario, or federal OSHA or similar government regulation? Yes No

If yes, please explain:

23. Provide as an attachment a copy of your worker's compensation Experience Rating Modifier either on your carrier's letterhead or the standard NCCI reporting form.

Insurance and Bonding

24. Provide as an attachment certificates of insurance evidencing your coverage for general liability, workers compensation, auto liability, and umbrella.

25. Name of bonding company:

26. Provide as an attachment a statement from your bonding company, on their letterhead, indicating your bonding capacity for individual projects and in the aggregate for all projects.

Attachments to be included by applicant:

- Safety record Insurances Bonding capacity

The undersigned certifies that the information provided herein is true and sufficiently complete so as not to be misleading

Dated at this _____ day of _____, 2026

[Name of organization]

By: _____

Title: _____

Asphalt Replacement at the Canadian Inspection Plaza
of the Peace Bridge, Fort Erie

APPENDIX I SCOPE OF WORK

The selected contractor shall perform professional services according to the current edition of the MTO SSPS standard construction specifications. The selected contractor will be responsible for, but not limited to, the following elements to provide a complete project:

- Mill and remove existing asphalt pavement to provide a 50mm depth for new asphalt in the areas identified in **Figure 1, Figure 2, and Figure 3.**
- Place new asphalt as per the following specifications, providing a uniform patch to the existing surrounding asphalt/concrete.
 - Tack coat
 - 50mm thick; SP12.5 FC2
- Replace three (3) catch basins (frame and cover; OPSD 400.020). All other existing catch basins and manholes to remain.
- Maintain existing grades and elevations.
- Place durable pavement markings in Area 1 and Area 3 as per **Appendix II – Striping Plan.** Pavement markings shall be Field Reacted Polymeric Pavement Markings material with reflectorizing glass beads (reference OPSS 710).
- Place durable pavement markings in all other Areas to match existing, including but not limited to parking stalls and pedestrian crosswalks. Pavement markings shall be Field Reacted Polymeric Pavement Markings material (reference OPSS 710).
- The Base Bid shall include *Area 1, Area 2, Area 3, Area 4, and Area 7.*
- Alternate No. 1 consists of *Area 5* and *Area 6.*
- Allowance A considers the potential for replacement of the asphalt base layer in select locations as required, to be determined by the Authority and Engineer upon milling. Bidder shall assume a quantity not to exceed 1,000 m² of 80mm thick SP19 PGAC 64-28. Allowance A shall be included in the Base Bid.
- Work shall be phased to ensure continuous border inspection and tolling operations. A minimum of three (3) phases is anticipated. Alternate phasing plans may be proposed by Contractor, to be approved at the discretion of the Authority.
 - Phase 1: *Area 1, Area 2, Area 5*
 - Phase 2: *Area 3, Area 4, Area 6*
 - Phase 3: *Area 7*
- Working hours
 - Phase 1 and Phase 2:
 - Typical working hours shall be Monday through Friday, 7:00AM – 5:00PM. Contractor may suggest earlier start times.
 - Work and site conditions must allow for all (15) inspection lanes and all (6) toll lanes to be operational and receive traffic from 12:00PM on Friday through 10:00PM on Sunday.
 - Work and site conditions must allow for all (15) inspection lanes and all (6) toll lanes to be operational and receive traffic during the following holiday weekends:

- Victoria Day Weekend – Friday, May 15th, 2026 at 7:00AM through Monday, May 18th, 2026 at 10:00PM; and
 - Memorial Day Weekend (US) – Friday, May 22nd, 2026 at 7:00AM through Monday, May 25th, 2026 at 10:00PM.
- Phase 3:
 - Typical working hours shall be Sunday through Thursday, 10:00PM – 7:00AM.
 - Work and site conditions must allow for all (6) toll lanes to be operational and receive traffic daily, 7:00AM through 10:00PM.
- The contractor must provide appropriate Maintenance and Protection of Traffic (e.g. cones/barrels, signs, flagmen, etc.) as necessary to create a safe work area and ensure the safety of Peace Bridge patrons.

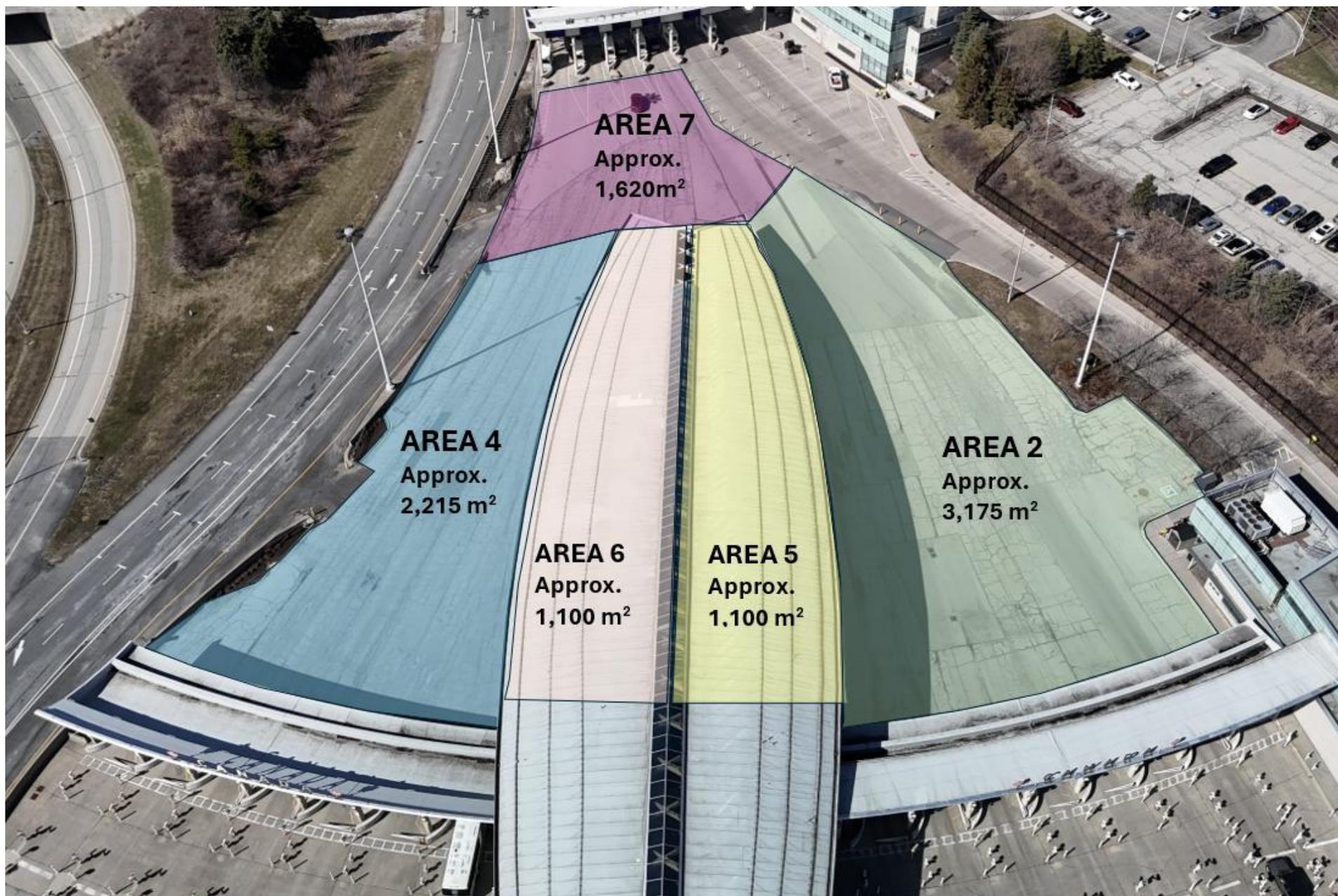
Figure 1: Project limits



Figure 2: Project Limits, Pre-PIL



Figure 3: Project Limits, Post-PIL



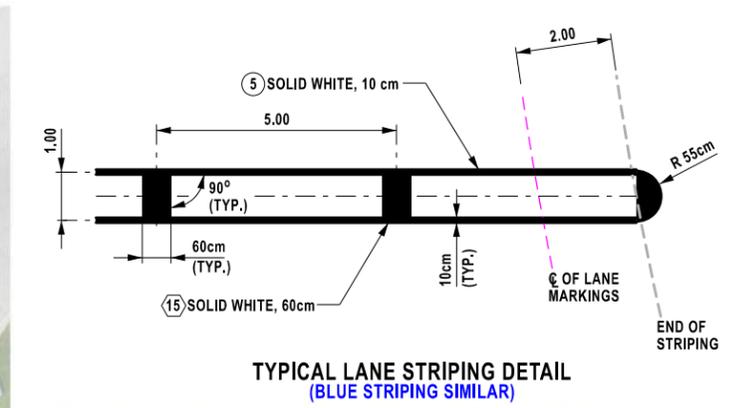
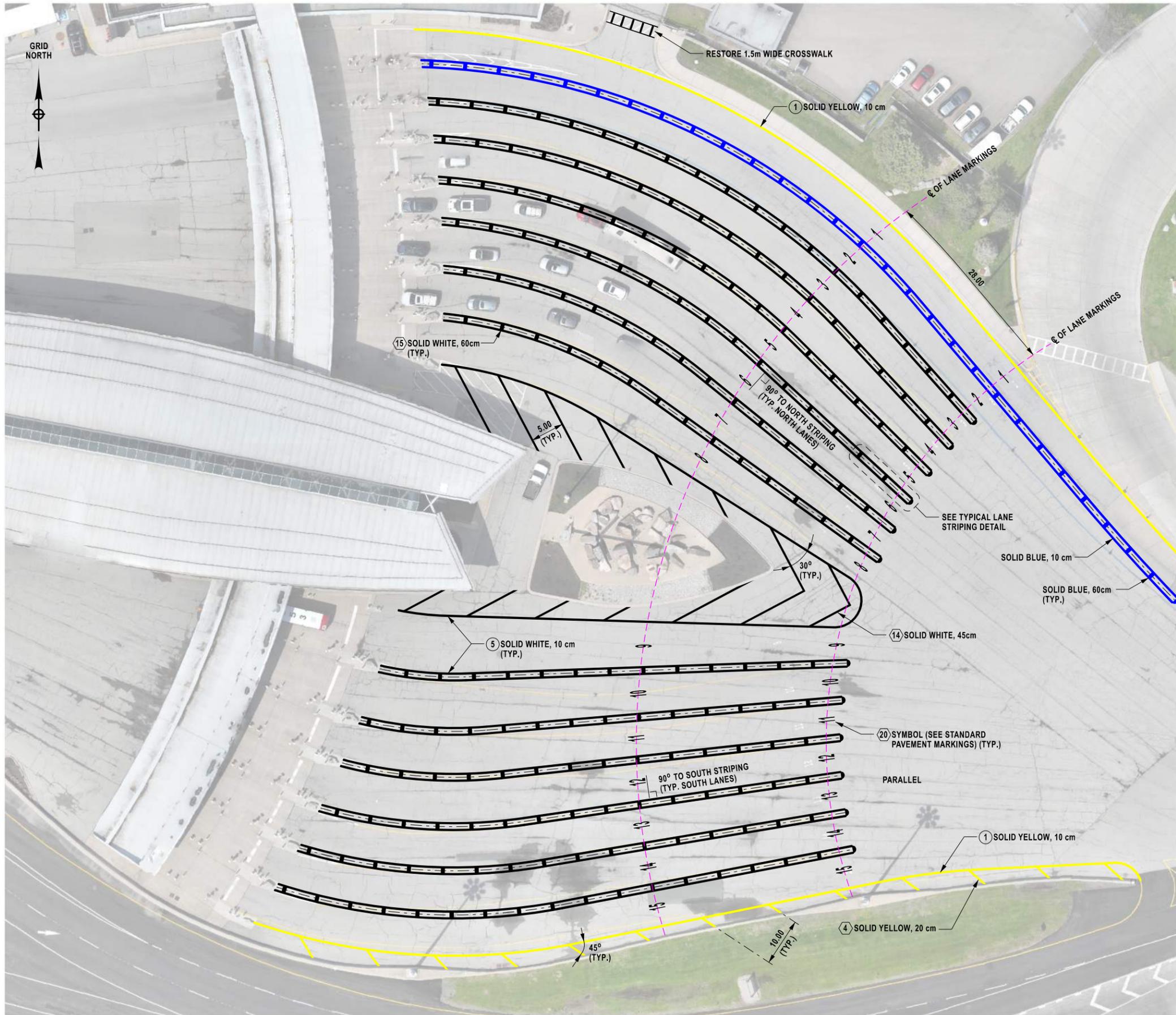
Asphalt Replacement at the Canadian Inspection Plaza
of the Peace Bridge, Fort Erie

APPENDIX II
STRIPING PLAN

The striping plan for Area 1 and Area 2 is detailed in the enclosed drawings.

Contents:

- Sheet No. 1 – Striping Plan
- Sheet No. 2 – Striping Plan Geometry
- Sheet No. 3 – References



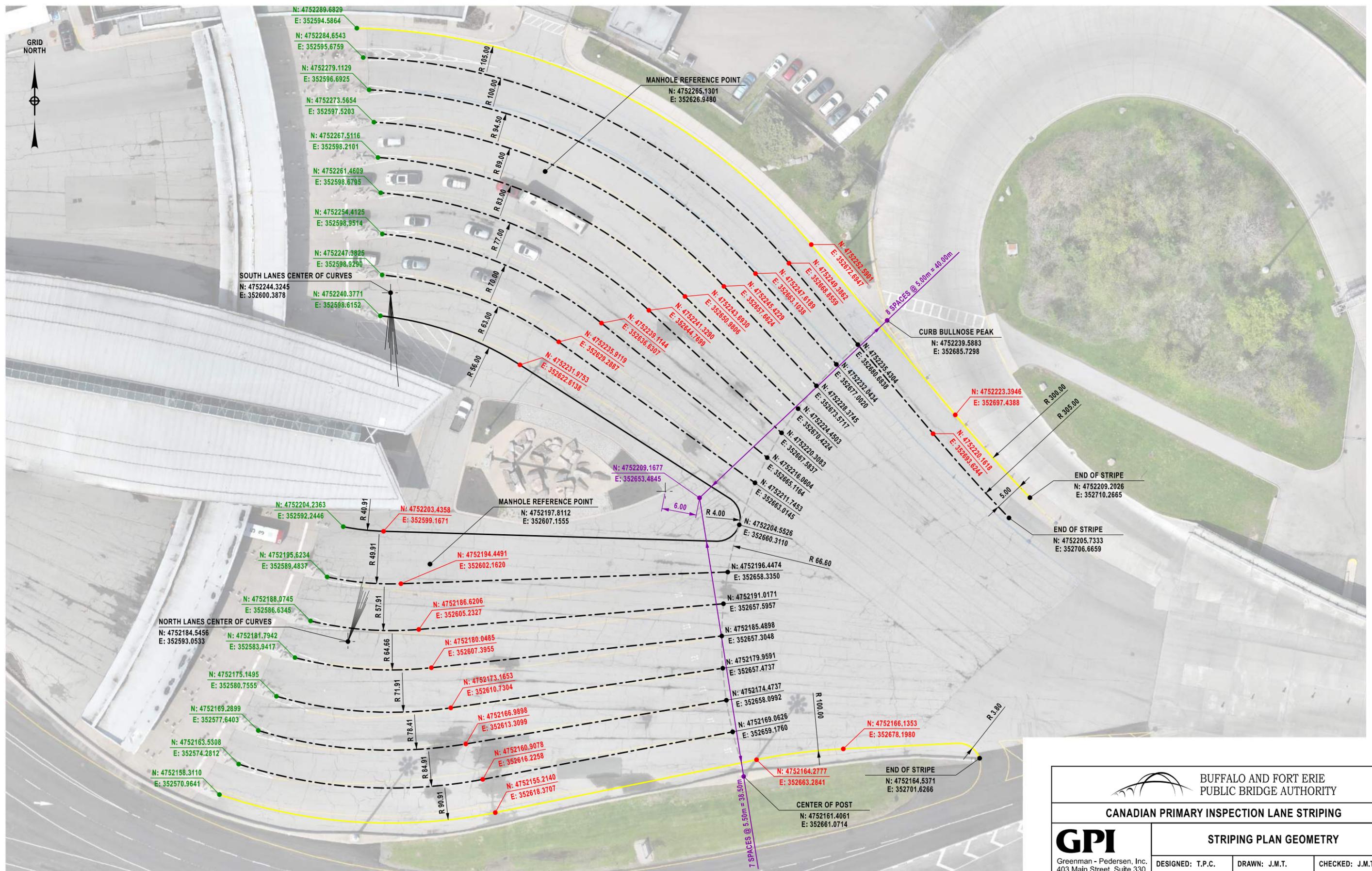
QUANTITIES

① SOLID YELLOW, 10 cm	- 280m
⑤ SOLID WHITE, 10 cm	- 2,081m
④ SOLID YELLOW, 20 cm	- 38m
⑭ SOLID WHITE, 45cm	- 124m
⑮ SOLID WHITE, 60cm	- 230m
SOLID BLUE, 10 cm	- 283m
SOLID BLUE, 60 cm	- 29m

BUFFALO AND FORT ERIE PUBLIC BRIDGE AUTHORITY

CANADIAN PRIMARY INSPECTION LANE STRIPING

GPI <small>Greenman - Pedersen, Inc. 403 Main Street, Suite 330 Buffalo, NY, 14203 (716) 633-4844 www.gpinet.com</small>	STRIPING PLAN		
	DESIGNED: T.P.C.	DRAWN: J.M.T.	CHECKED: J.M.T.
	SCALE: N.T.S.	DRAWING 1	SHEET NO. 1 OF 3
	DATE: MARCH 2026		



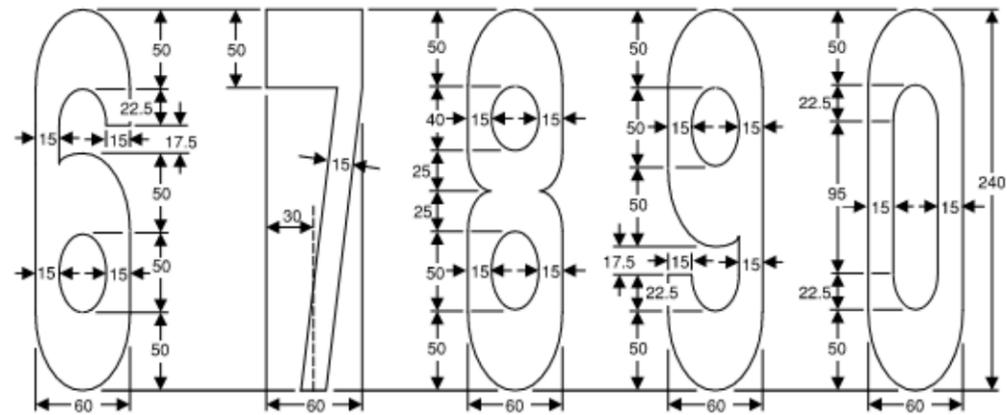
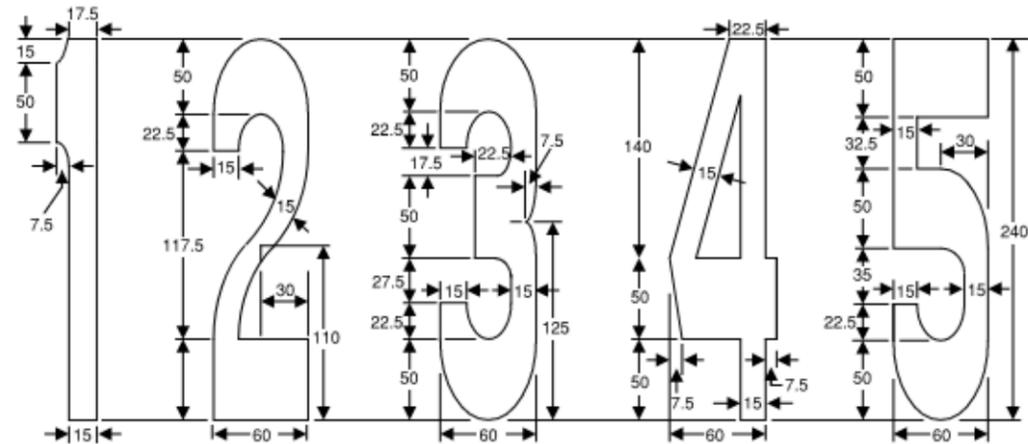
GRID NORTH



 BUFFALO AND FORT ERIE PUBLIC BRIDGE AUTHORITY		
CANADIAN PRIMARY INSPECTION LANE STRIPING		
GPI Greenman - Pedersen, Inc. 403 Main Street, Suite 330 Buffalo, NY, 14203 (716) 633-4844 www.gpinet.com		
STRIPING PLAN GEOMETRY		
DESIGNED: T.P.C.	DRAWN: J.M.T.	CHECKED: J.M.T.
SCALE: N.T.S.	DRAWING 2	SHEET NO. 2 OF 3
DATE: MARCH 2026		

Figure 49 - Standard Pavement Markings (Numerals for Rural Highways)

ALL MEASUREMENTS IN cm



1	SOLID YELLOW, 10cm
2	SOLID DOUBLE YELLOW, 10cm
3	363 BROKEN YELLOW, 10cm
4	SOLID YELLOW, 20cm
5	SOLID WHITE, 10cm
6	333 BROKEN WHITE, 10cm
7	363 BROKEN WHITE, 10cm
8	393 BROKEN WHITE, 10cm
9	SOLID WHITE, 20cm
10	111 BROKEN WHITE, 20cm
11	333 BROKEN WHITE, 20cm
12	333 BROKEN WHITE, 30cm
13	SOLID WHITE, 30cm
14	SOLID WHITE, 45cm
15	SOLID WHITE, 60cm
20	SYMBOLS, WHITE
] [LIMITS OF MARKINGS	

30	SYMBOLS, ORANGE
31	SOLID DOUBLE ORANGE, 10cm
32	SOLID ORANGE, 10cm
33	333 BROKEN ORANGE, 10cm
34	363 BROKEN ORANGE, 10cm
35	393 BROKEN ORANGE, 10cm
36	SOLID ORANGE, 20cm
37	111 BROKEN ORANGE, 20cm
38	333 BROKEN ORANGE, 20cm
39	333 BROKEN ORANGE, 30cm
40	SOLID ORANGE, 30cm
41	SOLID ORANGE, 45cm
42	SOLID ORANGE, 60cm

NOTES:

- A. 333 Denotes Pavement Marking Spacing (ie., 3 m line, 3 m gap, 3 m line).
- B. Use ① to Denote Final Pavement Marking, Group 1.
- C. Use ② to Denote Final Pavement Marking, Group 2.
- D. Use ③ to Denote Final Pavement Marking, Group 3.
- E. Use ④ to Denote Final Pavement Marking, Group 4.
- F. Use ⚠ to Denote Temporary Pavement Marking, Removable.
- G. Use ⑤ to Denote Temporary Pavement Marking, Non-Removable, Group I.
- H. Use ⑥ to Denote Temporary Pavement Marking, Non-Removable, Group II.

MINISTRY OF TRANSPORTATION ONTARIO DRAWING	February 2025	Rev 1
LEGEND		
PAVEMENT MARKINGS		
MTOD 101.070		

MINISTRY OF TRANSPORTATION ONTARIO

		BUFFALO AND FORT ERIE PUBLIC BRIDGE AUTHORITY	
CANADIAN PRIMARY INSPECTION LANE STRIPING			
GPI <small>Greenman - Pedersen, Inc. 403 Main Street, Suite 330 Buffalo, NY, 14203 (716) 633-4844 www.gpinet.com</small>	REFERENCES		
	DESIGNED: T.P.C.	DRAWN: J.M.T.	CHECKED: J.M.T.
	SCALE: N.T.S.	DRAWING 3	SHEET NO. 3 OF 3
	DATE: MARCH 2026		

APPENDIX III

AUTHORITY / CONTRACTOR AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__ by and between the **Buffalo and Fort Erie Public Bridge Authority**, hereinafter called the AUTHORITY, an international compact entity created pursuant to a compact entered into by the State of New York, with the consent of the United States Congress, and by the Government of Canada and _____ hereinafter called the CONTRACTOR.

WHEREAS the AUTHORITY desires the CONTRACTOR to perform professional contracting services in connection with the _____ and;

NOW THEREFORE this Agreement witnesseth that for and in consideration of the mutual covenants contained therein, in pursuance of the provisions of all applicable Federal, Provincial and State statutes together with attachments thereto and supplements thereto, the CONTRACTOR and the AUTHORITY agree as follows:

SECTION I: ATTACHMENTS

Included as part of this Agreement are the following:

- Attachment No. 1 – General Conditions of the Agreement (GCA)
- Attachment No. 2 – General Scope of Service
- Attachment No. 3 – Rates for Professional Services
- Attachment No. 4 – Conflict of Interest Form
- Attachment No. 5 – Certificates of Insurance

SECTION II: CONTRACTING SERVICES

The CONTRACTOR for and in consideration of payments hereinafter specified and agreed to by the AUTHORITY shall perform professional services according to Attachment No. 2, General Scope of Services, appended hereto and made a part hereof.

SECTION III: SERVICES TO BE PERFORMED BY THE AUTHORITY

The AUTHORITY shall provide assistance to the CONTRACTOR in progressing in an orderly manner the work set forth herein, as follows:

1. Cooperation in providing access and time periods to enable contracting and technical personnel to conduct field investigations in connection with contract implementation.
2. Assist in traffic control if plaza traffic is impacting the contractor's operations.

SECTION IV: EXAMINATION OF THE DOCUMENTS AND SITE

This Contract shall be signed, and/or initialed as appropriate, by the AUTHORITY and the CONTRACTOR. Signing of this Contract by the CONTRACTOR is a representation that the CONTRACTOR has visited the site, become familiar with the general and local conditions under which the Work is to be performed, and has fully reviewed the Contract Documents and all other materials referenced or otherwise made available, and has correlated personal observations with the requirements of the Contract Documents. Said investigation of conditions shall include but not be limited to (1) conditions bearing upon transportation, disposal, handling and storage of materials, (2) the availability of labour and of materials, water, electric power and roads, (3) uncertainties of

weather, river stages, tides or similar physical conditions at or proximate to the site, (4) the conformation and conditions of the ground, and (5) the character of equipment and facilities needed preliminary to and during performance of the Work. The CONTRACTOR also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials and obstacles to be encountered, insofar as this information is ascertainable from: i) an inspection of the site; ii) exploratory investigations, including but not limited to borings, taken or performed by the CONTRACTOR, the AUTHORITY, the Engineer or their agents or employees; iii) the Contract Documents; and iv) any materials or documents referenced by the Contract Documents or otherwise made available.

Any failure of the CONTRACTOR to take the actions described and acknowledged in this Section will not relieve the CONTRACTOR from responsibility for conditions or matters which the CONTRACTOR knew of or should have known of, and for estimating properly the difficulty and cost of successfully performing the Work without additional expense to the AUTHORITY, based on such knowledge. The AUTHORITY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR based on the information made available by the AUTHORITY; nor does the AUTHORITY assume any responsibility for any understanding reached or representations made concerning conditions which can affect the Work by any of its officers or agents before the execution of this Contract unless that understanding or representation is expressly stated in the Contract Documents, provided however, where conclusions as to existing conditions reached by the CONTRACTOR are reasonable considering those facts which the CONTRACTOR knew of or should have known of, then where conditions differ from such conclusions, such difference shall be a latent condition, and the CONTRACTOR may apply for a change order by reason of such latent condition.

SECTION V: CONTRACT TIME

The CONTRACTOR agrees that it will commence the Work within five (5) calendar days from the issuance of the Notice to Proceed by the AUTHORITY, and, subject to adjustment in Contract Time as provided for in the Contract Documents, attain Substantial Completion by the ____ day of _____ in the year 20____ and Total Completion, by the ____ day of _____ in the year 20____.

Compensation to the CONTRACTOR for changes in the Work and scheduled Substantial Completion date shall be in accordance with this Section V of the Agreement, GCA-3.8 – EXTENSION OF TIME, and GCA-4.2 – CHANGES IN THE WORK. Time shall be of the essence as to all dates for performance of the Work, including all milestone dates in the approved Construction Schedule, including all dates governing the seasonal commencement, cessation and performance of the Work. No extension beyond the date of Substantial Completion fixed by the terms of this Contract shall be effective unless in writing signed by the AUTHORITY. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the AUTHORITY, which may include a charge for engineering and inspection expenses actually incurred upon the Work. Notwithstanding anything herein contained to the contrary, the CONTRACTOR shall not be entitled to any increase in the Contract Price, unless the CONTRACTOR has performed work outside the scope of the Contract Documents after being duly authorized to do so in writing by the AUTHORITY. The CONTRACTOR agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of the AUTHORITY or any of its representatives, or for any other reason, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Work as provided herein. The CONTRACTOR shall not be entitled to any increase in the Contract Price or adjustment or extension of the Contract Time caused by delay attributable in whole or in part to the CONTRACTOR or its Subcontractors.

Any claim for extension of Contract Time shall be made in writing to the AUTHORITY not more than twenty-one (21) days after the commencement of the delay, or after the CONTRACTOR reasonably

could have anticipated the delay, whichever shall first occur; otherwise such claim shall be waived. In the case of a continuing delay, only one claim is necessary, but the written notice of claim shall indicate that it is a continuing delay and the CONTRACTOR shall further notify the AUTHORITY, in writing, when the circumstances causing the delay have abated or ended. Failure of the CONTRACTOR to give notice of such abatement or ending shall result in a waiver of any claim for the delay. Further, the CONTRACTOR shall, with the claim for an extension of Time, provide an estimate of the probable effect of such delay on the progress of the Work.

SECTION VI: CONTRACT PRICE AND PAYMENT

For contracting services described herein, the AUTHORITY shall pay the CONTRACTOR in accordance with the Rates for Professional Fees (Attachment No. 3), the "Contract Price".

The Contract Price includes all payments to be made by the AUTHORITY to the CONTRACTOR for the performance of all of the Work and the CONTRACTOR's obligations under this Contract, including all applicable Taxes, other than for changes in the Work made pursuant to General Condition 4 – Changes – of Attachment No. 1 General Conditions of the Agreement. All amounts are in Canadian funds. The Contract Price shall not be exceeded without the prior written approval of the AUTHORITY.

Interim payments for services shall be billed at monthly intervals based on percentage of completion for Lump Sum tasks and actual hours times the hourly rate for hours tasks (where applicable). Format for invoices will be a joint effort with the CONTRACTOR and AUTHORITY. The AUTHORITY will review invoices within ten (10) working days of receipt. If invoices are found to be correct, in good order and in the proper format, CONTRACTOR will be paid within thirty (30) calendar days. In the event an invoice is disputed, the CONTRACTOR and AUTHORITY will work to resolve the dispute. If there are portions of the invoice not in dispute, they will be paid within thirty (30) days after review. Disputed portions will be paid within thirty (30) days of resolution. The CONTRACTOR shall have no claim for interest on any disputed amounts that require more than thirty (30) days to resolve. The CONTRACTOR agrees to pay all sub-consultants within thirty (30) days of receipt of payment by AUTHORITY.

The AUTHORITY may elect to retain ten percent (10%) of the amount of each payment or partial payment until the Work has been finally accepted after Substantial Completion. If the AUTHORITY determines that satisfactory progress is being made, the AUTHORITY may, after 50% of the Work has been completed, reduce to five percent (5%) the retention on the remaining 50% of the Work.

The CONTRACTOR shall not begin work without the prior written approval of the AUTHORITY.

SECTION VII: NO PAYMENT FOR CONTRACTOR'S NON-COMPLIANCE

The AUTHORITY will not be obliged to pay for, and the CONTRACTOR will not be entitled to an estimate or payment for, any part of the Work that is not in compliance with the requirements of Applicable Laws or the Contract Documents.

SECTION VIII: DETERMINATION AS TO VARIANCES

In case of any ambiguity in the plans, specifications or designs, or between any of them, the matter must be immediately submitted by the CONTRACTOR to the AUTHORITY, who shall adjust the same, and its decision in relation thereto shall be final and conclusive upon the parties.

SECTION IX: TERMINATION OF AGREEMENT

The AUTHORITY may terminate this Agreement upon thirty (30) calendar days written notice upon failure of the CONTRACTOR to perform duties specified herein or to comply with the terms hereof or upon abandonment or postponement of the project.

The CONTRACTOR may terminate this Agreement upon thirty (30) calendar days written notice upon failure of the AUTHORITY to make payment to the CONTRACTOR as herein provided.

SECTION X: SUBCONTRACT

It is further agreed that the CONTRACTOR shall not assign this Agreement or any part thereof, nor any right to any monies to be paid the CONTRACTOR hereunder; nor shall any part of the work to be done under the Agreement be sublet, without written consent of the AUTHORITY.

SECTION XI: REGULATIONS, CODES, PERMITS AND PROFESSIONAL LICENSURE

The CONTRACTOR agrees to comply with all Federal, Provincial, Regional and Local laws and regulations applicable to the work to be done under this Agreement. Any licenses or permits necessary for the performance of the professional services required under this Agreement shall be obtained by the CONTRACTOR. The CONTRACTOR shall secure Workmen's Compensation for his employees as required by law.

The CONTRACTOR warrants that it and all sub-consultants are licensed to practice their respective professional disciplines in the Province of Ontario. CONTRACTOR and sub-consultants (where applicable) will affix its professional seal to design document and reports.

SECTION XII: INDEPENDENT CONTRACTOR

The CONTRACTOR shall be deemed an independent contractor for all purposes of this Agreement and is not authorized to incur expenses or create any liability or indebtedness on behalf of the AUTHORITY.

SECTION XIII: WORK PRODUCT OWNERSHIP

All original detailed survey information, survey notes (copies), data, calculations, drawings, reports, supervision records, and similar "work products" made hereunder shall be and remain the property of the AUTHORITY.

SECTION XIV: EXTRA WORK

No extra work beyond the scope of this Agreement shall be performed by the CONTRACTOR unless the AUTHORITY, IN WRITING, specifically directs such work to be performed. In the event such extra work is authorized, the AUTHORITY and the CONTRACTOR shall execute a Supplemental Agreement describing the extra work and providing for the compensation to be paid therefore. Upon a written request by the AUTHORITY, the CONTRACTOR will continue working during negotiations for said Supplemental Agreement.

SECTION XV: DISPUTES

All questions or disputes respecting any matter pertaining to this Agreement, or arising from this Agreement or any part hereof, or any breach of said Agreement shall be determined as follows:

1. If the dispute or matter concerns an amount in controversy (or an alleged amount in controversy) having a value in the aggregate of twenty five thousand dollars (\$25,000.00) or

less the dispute shall be determined in the Small Claims Court of the Superior Court of Justice, at Welland, Ontario provided this court has the requisite jurisdiction;

2. If the dispute or matter concerns an amount in controversy (or an alleged amount in controversy) having a value in the aggregate of more than twenty five thousand dollars (\$25,000.00), or the Small Claims Court of the Superior Court of Justice, at Welland, Ontario does not have the requisite jurisdiction, the dispute shall be determined by arbitration in Fort Erie, Ontario or such other location as the parties to the dispute agree:
 - a. Either party may give written notice to the other of its desire to arbitrate such dispute and shall in such written notice give notice of the appointment of an arbitrator chosen by the party giving such notice. The party receiving such notice shall within fifteen (15) days after the receipt thereof give a written notice to the party giving the first notice of appointment of an arbitrator chosen by the party giving the second notice. The two arbitrators so chosen shall jointly appoint a third arbitrator;
 - b. If a party required to appoint an arbitrator shall fail to do so within such period of fifteen (15) days, or if each party has appointed an arbitrator and such arbitrators fail to agree upon a third arbitrator within fifteen (15) days after both have been appointed, then any party not in default in so appointing may apply to the Ontario Superior Court of Justice (the "Court") for the appointment of an arbitrator on behalf of the party in default, or the appointment of the third arbitrator, as the case may require;
 - c. The arbitrators shall elect a chair from among themselves. The arbitrators shall have the powers as set out in the provisions of the Arbitrations Act S.O. 1991 c 17 ("Arbitrations Act");
 - d. Each party shall bear the fees and expenses of the arbitrator that party selects or has been selected for that party by the Court. The fees and expenses of the third arbitrator shall be divided equally between the parties and each party shall bear its equal share. All other fees and expenses shall be borne in such manner as the arbitrators may determine;
 - e. The three (3) arbitrators so appointed shall determine the dispute. The arbitration shall be conducted in accordance with the provisions of the laws of Ontario, pertaining to arbitration including the provisions of the Arbitrations Act. The decision of the majority of the arbitrators shall be final and binding on the issue or issues submitted to arbitration; however, if there is no majority decision, the Chair's decision governs. No party may appeal the arbitrators' decision to the Court unless it relates to a question of law. Any appeal on a question of law shall be in accordance with section 45 of the Arbitrations Act or its successor legislation.

SECTION XVI: INSURANCE

The CONTRACTOR shall provide the following coverages and limits:

1. The CONTRACTOR shall procure and maintain at its own expense, and without expense to the AUTHORITY, until final acceptance by the AUTHORITY of the work covered by the Contract, insurance for liability for damages imposed by Law, of the kinds and in the amount hereinafter provided with insurance companies authorized to do such business in the Province of Ontario, covering all operations under the Contract, whether performed by him or by a Sub-contractor.
2. Cancellation Notice: Each insurance policy and certificate of insurance shall contain a provision providing that it shall not be cancelled or changed by the CONTRACTOR or Insurance Company without thirty (30) calendar days of written notice to the AUTHORITY of intention to cancel or change.

3. Indemnification: It is expressly understood that the CONTRACTOR shall indemnify and save harmless the AUTHORITY from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONTRACTOR under this Agreement and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONTRACTOR'S failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONTRACTOR or the AUTHORITY beyond such as may legally exist irrespective of this Article or this Agreement.

Such obligation does not extend to those suits, actions, damages and cost of every name which arise out of the sole negligence of the AUTHORITY, its agents or employees relative to the construction, alteration, repairs or maintenance of a building, structure, appurtenances and appliances including moving, demolition and excavating connected therewith.

4. Owners & Contractors Protective Liability: OCP – The CONTRACTOR shall also take out, pay for and maintain until completion and acceptance of the work required by this contract, a separate policy of insurance naming the owner as the sole insured. The original policy shall be in the amounts of \$1,000,000 per occurrence for property damage, and shall provide coverage for the owner, its officers and employees with respect to said work. Said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations and if said owner, its officers and employees have other insurance against the loss covered by said policy. That other insurance shall be excess insurance only.
5. Comprehensive General Liability: The CONTRACTOR shall procure and maintain until final acceptance and at its own expense, comprehensive general liability to include:
- a. Contractor's Liability;
 - b. Contractor's Protective Liability;
 - c. Completed Operations Liability;
 - d. Contractual Liability.

The limits of such insurance shall be not less than:

\$1,000,000 combined single limit, each occurrence;
\$2,000,000 aggregate.

6. Automobile: The CONTRACTOR shall procure and maintain until final acceptance and at its own expense, automobile liability and property damage insurance, covering the use, in connection with the work, of all owned, non-owned and hired vehicles required by the vehicle and traffic law of the Province of Ontario to bear license plates. The coverage under such policy shall not be less than the following limits:
- \$1,000,000 combined single limit;
bodily injury and property damage.
7. Workers Compensation: The CONTRACTOR shall procure and maintain, until final acceptance and at its own expense, Workers Compensation and Employers Liability Insurance, covering the obligations of the CONTRACTOR in accordance with Workers Compensation and Employers Liability Insurance Law, covering all operations under the Contract, whether performed by it or its Sub-consultants or Suppliers.

8. Umbrella: Excess liability coverage for each of the above with a limit of \$2,000,000 each occurrence and \$2,000,000 aggregate.

The CONTRACTOR will provide Certificates of Insurance prior to commencing work, and to be included as Attachment No. 5 herein. The Insurance policies must clearly include the Buffalo and Fort Erie Public Bridge Authority, its Board and AUTHORITY employees as additional insured. The CONTRACTOR will be required to maintain all coverages throughout the schedule of the Project. The cost of all insurances is the responsibility of the CONTRACTOR.

SECTION XVII: APPLICABLE LAW

This contract, shall be governed by the laws of Canada, as applicable to an international compact entity.

SECTION XVIII: NO COLLUSION OR FRAUD

The CONTRACTOR hereby agrees that the only person or persons interested as principal or principals in the Bid submitted by the CONTRACTOR in pursuit of this Contract are named therein, the Certificate of Non-Collusion delivered by the Contractor with its Bid (if applicable) was and is true and correct, and that no person other than those mentioned therein has any interest in the above mentioned Bid or in securing the award, and that this Contract has been secured without any connection with any person or persons other than those named, and that the Bid was in all respects fair, and the Bid was prepared (and the Contract was secured) without collusion or fraud and that neither any officer nor employee of the Authority has or shall have a financial interest 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.

SECTION XIX: MISCELLANEOUS

The section titles are for convenience only and shall not be construed to affect the meanings of the sections titled.

IN WITNESS WHEREOF, the parties hereunder have caused this Agreement to be executed as of the day and year first above written.

BUFFALO AND FORT ERIE

CONTRACTOR

PUBLIC BRIDGE AUTHORITY

BY: _____
General Manager

BY: _____

In Presence of:

In Presence of:

BY: _____

BY: _____

ATTACHMENT NO. 1

GENERAL CONDITIONS OF THE AGREEMENT

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GENERAL CONDITIONS OF THE AGREEMENT

The following General Conditions of the Agreement apply to the performance of the Work and the Contract Documents.

GENERAL CONDITION 1 - PERFORMANCE OF THE WORK

GCA-1.1 WORK REQUIRED.

The Contractor shall have total control of the Work and shall effectively direct and supervise the Work so as to ensure conformity with the Contract Documents. The Contractor shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for coordinating the various parts of the Work under the Contract. The Contractor shall be required to do all Work enumerated under the different items of the Contract and in addition to this shall be required to protect all adjoining property, all utilities and existing highway facilities within the Right of Way from damage caused by the performance of the Work, and to repair or replace any such property, utilities and facilities damaged or destroyed by their employees as a result of the performance of the Work, both within and adjacent to the Right of Way.

The Contractor shall be responsible for the coordination of the Work of its various Subcontractors. Their respective operation shall be arranged and conducted so that delays will be avoided. Where the Work of the Contractor, or Subcontractors, overlaps or dovetails with that of other contractors, materials shall be delivered and operations conducted so as to carry on the Work continuously in an efficient and workmanlike manner.

Coordination with the current Rehabilitation Contractor (American Bridge) on transfer of the existing work platform will be required. Coordination and cooperation between Rehabilitation Contractor and Paint Contractor on demobilization/mobilization activities on the bridge, existing work platform, and main Contractor staging location will be required to ensure smooth transfer of platform and staging location(s).

Delays or oversights on the part of the Contractor or Subcontractors or utility owners in getting any or all of their work done in the proper way thereby requiring the cutting, removing and replacing of work already in place, shall not be the basis for a claim of extra compensation. Such work will be performed at the cost and expense of the offending Contractor, Subcontractor or utility owners.

GCA-1.2 CLEANING UP. All Work shall be neatly cleaned up upon completion according to the Engineer's directions and be left in a neat and orderly condition. Any salvaged material not specified to be disposed of otherwise shall become the property of the Contractor and removed from the site. Cost to be included in various contract items.

GCA-1.3 METHODS AND EQUIPMENT. When particular methods or equipment are specifically required in the Specifications, the Contractor may apply in writing to the Engineer to use alternate methods and equipment to provide the same results. Such alternate methods or equipment may be used only after favourable recommendation by the Engineer. When, in the opinion of the Facilities Manager, satisfactory results are not being obtained using the Contractor's alternate methods and equipment, the methods and/or equipment shall be immediately modified to produce satisfactory results.

GCA-1.4 COOPERATION OF THE CONTRACTOR. The Contractor shall give its constant personal attention to the Work while it is in progress or it shall place it in charge of a competent and reliable English-speaking superintendent, who shall have authority to act for the Contractor and who shall be acceptable to the Facilities Manager. The Contractor shall, at all times employ Labor and equipment which shall be sufficient to prosecute the several classes of work to full completion in the manner and time specified. All workmen must have sufficient skill and experience to properly perform work assigned them. All workmen engaged on special or skilled work shall have had sufficient experience in such work to properly and satisfactorily perform it

and operate the equipment involved. Any person employed by the Contractor whom the Facilities Manager may deem incompetent or unfit to perform the Work shall be at once discharged from working on the Project and shall not be again employed on the Project. In case of a disagreement with the Contractor regarding the discharge of such employees, the matter may be reviewed by the Authority.

GCA-1.5 INSPECTION.

- (a) Authority Inspectors shall be authorized to inspect all Work done and materials furnished, including all or any part of the Work and the preparation, fabrication or manufacture of the materials to be used. Inspection shall include, but not be limited to the Contractor's compliance with applicable safety requirements set out in GCA-6.1 – SAFETY AND HEALTH REQUIREMENTS and all aspects of Maintenance & Protection of Traffic. The Inspector or inspecting agent is not authorized to either alter or waive the provisions of these specifications or the Contract, or to issue instructions contrary to the plans and specifications, without written approval of the Engineer or act as foreman for the Contractor. However, it shall have the authority to reject unacceptable Work or materials.
- (b) The Authority inspections and tests are for the sole benefit of the Authority and do not (1) relieve the Contractor of the responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for damage to or loss of the material before acceptance; (3) constitute or imply acceptance; or (4) affect the continuing rights of the Authority after acceptance of the completed work under GCA-3.4 – SUBSTANTIAL COMPLETION AND ACCEPTANCE.
- (c) INSPECTION OF WORK. All materials and each part or detail of the Work shall be subject to inspection by the Inspector and the Engineer. The Engineer and the Inspector shall be allowed full work access and shall be furnished with necessary information and assistance by the Contractor to make a complete and detailed inspection.
- (d) REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All Work which does not conform to the requirements of the Contract shall be considered unacceptable.

Whenever the Engineer considers it necessary to remove any portion of the Work executed under this Contract for inspection or for any other purpose, no payment shall be made for such removal or for replacement of the Work to satisfactory condition in case such inspection shows that the Work was not constructed in accordance with the terms of the Contract; nor shall payment be made for the removal or replacement of any Work which may itself be satisfactory, but the removal of which is necessary for the replacement of unsatisfactory Work. However, if such inspection shows that the Work was constructed in accordance with the terms of the Contract, payment shall be made to the Contractor for such removal and subsequent replacement at a fair and reasonable price, arrived at through an order on contract for the Work performed. No payment shall be made in such removal and replacement situations and no extension of Contract Time shall be given if work was done or materials furnished not in accordance with the terms of the Contract or without inspection by an authorized Engineer or Authority representative.

The above paragraph shall not apply to concrete foundation for pavement or cement concrete pavement rejected as a result of core tests. Work so rejected shall be removed and replaced at the expense of the Contractor. Rejected Work relating to foundation for pavement or cement concrete pavement Work shall not give rise any increase in the Contract Price or any extension of Contract.

All Work shall be in first-class and satisfactory condition at the time of acceptance of the Contract.

Any Work done or materials used without inspection by the Engineer or an authorized Authority representative may be ordered removed and replaced at the Contractor's expense.

Unacceptable Work, whether caused by poor workmanship, defective materials, damage through carelessness or any other cause found to exist prior to the Acceptance of the Work, shall be removed immediately and replaced in an acceptable manner irrespective of the presence of, or lack of, an Authority Inspector or representative. This clause shall have full effect regardless of the fact that the defective Work may have been done or the defective materials used with the full knowledge of the Inspector. The fact that the Inspector or Engineer may have previously overlooked such defective Work shall not constitute an acceptance of any part of it.

GCA-1.6 CONSTRUCTION EQUIPMENT. It is the intent of the Specifications to permit the use of the most efficient Equipment that is consistent with conditions at the time of use. It is however anticipated that seasonal, traffic or weather conditions combined with the nature of the terrain will often require the use of lighter or smaller equipment than might be used under optimum conditions. Construction Equipment load in excess of the required load standards or live load equivalents shall not be operated on or across any segment of pavement or structure which is to be retained as part of the ultimate highway section without specific authorization in writing by the Engineer. This authorization shall indicate specifically the limits within which such Equipment with over-legal axle loads shall operate, the frequency of such over-loads and any other limiting factors consistent with conditions.

If the Engineer determines that the use of heavy Equipment on portions of the road section other than pavement, on any part or all of a contract, is having or will result in detrimental effects on the finished highway or structure it will so notify the Contractor in writing and shall indicate the maximum weight and/or axle load for any Equipment that may be used for any specific operation or location.

GCA-1.7 WINTER EARTHWORK OPERATIONS. Earthwork construction operations requiring compaction shall not be performed from November 15 to April 1 except with the written permission of, and under such special conditions and restriction as may be imposed by the Facilities Manager.

GCA-1.8 CONTRACTOR'S RESPONSIBILITY FOR WORK. The Contractor is responsible for carrying out the provisions of the Contract at all times, regardless of whether an authorized inspector is present or not. Any Work or item that is, at any time, found to be not in conformity to the Specifications or not in compliance with the plans shall remain the responsibility of the Contractor and shall be subject to such corrective measures that are approved in writing by the Engineer.

GCA-1.9 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. All materials used in the Work shall meet the quality requirements described in Special Materials Details, unless the same are altered by specific requirement under any itemized specification or by notes shown upon the plans and Specifications.

It shall be the responsibility of the Contractor to advise the Engineer of the sources of proposed materials sufficiently in advance of their use so that proper tests may be made.

Immediately after the Effective Date, the Contractor shall furnish in writing to the Engineer the sources of supply, types of all items and kinds of materials which it proposes to use in the Work.

No change shall be made in the sources of supply or kinds of materials or in the type of any item except upon written approval by the Facilities Manager.

Immediately after the Effective Date, the Contractor shall notify the Engineer of the name and address of the fabricator of all structural steel. This notification shall list specific shop or shops in which the steel will be fabricated.

The Contractor shall provide to the Engineer a Material Safety Data Sheet (MSDS) meeting current requirements of the OSHA and Applicable Safety Laws for materials to be used in the Work, before each material is first used in the Project. The requirement to provide a MSDS shall apply to all materials to which workers are exposed, to the extent that Applicable Safety Laws require a MSDS for that material. This applies to those materials brought to the Site to be incorporated into the Work, as well as to all materials that are encountered at the Site as a result of the use or incorporation of the other materials. This requirement shall be waived for commonly used generic construction materials such as portland cement and asphalt cement by providing to the Contractor a list of those materials. Such waiver, however, does not relieve the Contractor from the responsibility to maintain a copy of the MSDS for each material to which the Contractor's workers will be exposed, as required by Applicable Safety Laws.

GCA-1.10 EQUIVALENTS. The requirements for apparatus, articles or materials shall be specified, if feasible, in generic terms which afford competition for equivalent products or items. When no generic specification can be found or devised, a minimum of at least three, if available, known acceptable trade names or proprietary products shall be provided for the Contractor's benefit and to afford the desired competition. The Engineer shall be the sole judge of the qualifications of the products and will determine all questions regarding the conformance of any item with the specifications.

GCA-1.11 CONTRACTOR PERSONNEL. All Employees and workers performing any part of the Work must be skilled and experienced and shall properly and satisfactorily perform such Work in accordance with the plans, Drawings and Specifications, Applicable Laws and good industry practice. The Contractor shall be responsible for making certain that any and all employees are in complete conformance with all Applicable Laws relating to immigration to or from Canada or the United States; see also the provisions at GCA-6.2 – SECURITY REQUIREMENTS for more information. A worker who is an apprentice under Applicable Laws may be employed by the Contractor provided conditions of such Applicable Laws are observed.

The Contractor shall comply with all obligations of Applicable Laws relating to discrimination.

GCA-1.12 TEMPORARY WORK. The Contractor shall have the sole responsibility for the design, erection, operation, maintenance, and removal of Temporary Work. The Contractor shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in this GCA-1.20 where required by Applicable Law or by the Contract Documents and in all cases where such Temporary Work is of such a nature that professional engineering skill is required to produce safe and satisfactory results, in which case such Temporary Work shall be stamped and signed by a professional engineer retained by the Contractor.

GCA-1.13 SUPERVISION. The Contractor shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the Site while work is being performed. The appointed representative shall not be changed except for valid reason, and with the written approval of the Authority. The appointed representative shall represent the Contractor at the Site. Information and instructions provided by the Engineer to the Contractor's appointed representative shall be deemed to have been received by the Contractor, except with respect to Article 11 of the Agreement - NOTICES.

GCA-1.14 SUBCONTRACTORS AND SUPPLIERS. The Contractor shall preserve and protect the rights of the parties under the Contract with respect to work to be performed under subcontract, and shall:

- (a) enter into contracts or written agreements with Subcontractors and Suppliers to require them to perform their work as provided in the Contract Documents;
- (b) incorporate the terms and conditions of the Contract Documents into all contracts or written agreements with Subcontractors and Suppliers; and
- (c) be as fully responsible to the Authority for acts and omissions of Subcontractors, Suppliers and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

Prior to entering into any contract with a Subcontractor or Supplier, the Contractor shall submit the name of such Subcontractor or Supplier, with a description of such Subcontractor's or Supplier's proposed scope of work or supply, for the Authority's approval. If the Authority does not reject a proposed Subcontractor or Supplier within 5 Working Days of receipt of such name and description, the Contractor may enter into a contract with such Subcontractor or Supplier. If the Authority or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Award request the apparent successful Bidder to submit an acceptable substitute without an increase in Bid Price.

The Authority may, for reasonable cause, at any time before the Commencement Date, object to the use of a proposed Subcontractor or Supplier and require the Contractor to employ one of the other subcontract bidders. If the Authority requires the Contractor to change a proposed Subcontractor or Supplier, the Contract Price and Contract Time shall be adjusted by the differences occasioned by such required change. The Contractor shall not be required to employ as a Subcontractor or Supplier, a person or firm to which the Contractor may reasonably object.

GCA-1.15 LABOR AND PRODUCTS. The Contractor shall provide and pay for Labor, Products, tools, Equipment, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the Work in accordance with the Contract. Unless otherwise specified in the Contract Documents, Products provided shall be new. Products which are not specified shall be of a quality consistent with those specified and their use acceptable to the Engineer. The Contractor shall maintain good order and discipline among the Contractor's employees engaged on the Work and shall not employ on the Work anyone not skilled in the tasks assigned.

GCA-1.16 SHOP DRAWINGS. The Contractor shall provide Shop Drawings as required in the Contract Documents. The Contractor shall provide Shop Drawings to the Engineer to review in orderly sequence and sufficiently in advance so as to cause no delay in the Work or in the work of other contractors. Upon request of the Contractor or the Engineer, they shall jointly prepare a schedule of the dates for provision, review and return of Shop Drawings. The Contractor shall provide Shop Drawings in the form specified, or if not specified, as directed by the Engineer. Shop Drawings provided by the Contractor to the Engineer shall indicate by stamp, date and signature of the person responsible for the review that the Contractor has reviewed each one of them. The Engineer's review is for conformity to the design concept and for general arrangement only. Shop Drawings which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the Contractor for approval. The Contractor shall review all Shop Drawings before providing them to the Engineer. The Contractor represents by this review that:

- (a) the Contractor has determined and verified all applicable field measurements, field construction conditions, Product requirements, catalogue numbers and similar data, or will do so, and
- (b) the Contractor has checked and co-ordinated each Shop Drawing with the requirements of the Work and of the Contract Documents.

At the time of providing Shop Drawings, the Contractor shall expressly advise the Engineer in writing of any deviations in a Shop Drawing from the requirements of the Contract Documents. The Engineer shall indicate the acceptance or rejection of such deviation expressly in writing. The Engineer's review shall not relieve the Contractor of responsibility for errors or omissions in the Shop Drawings or for meeting all requirements of the Contract Documents. The Contractor shall provide revised Shop Drawings to correct those which the Engineer rejects as inconsistent with the Contract Documents, unless otherwise directed by the Engineer. The Contractor shall notify the Engineer in writing of any revisions to the Shop Drawings other than those requested by the Engineer.

GCA-1.17 USE OF THE WORK. The Contractor shall confine Equipment, Temporary Work, storage of Products, waste products and debris, and operations of employees and Subcontractors to limits indicated by Applicable Laws, ordinances, permits, or the Contract Documents and shall not unreasonably encumber the Site. The Contractor shall not load or permit to be loaded any part of the Work with a weight or force that will endanger the safety of the Work.

GCA-1.18 STOPPING WORK. The Engineer may stop by written order any Work or any part of the Work under the Contract if the methods or conditions are such that unsatisfactory work might result, or if improper material or workmanship is being used or if the Contractor fails to comply with any Contract requirement or with any provision of the Contract specifications, the Bid or Contract plans or with any Applicable Law or the conditions of the project are considered to be sufficiently deficient as to seriously affect the safety of the public or the persons employed for the construction of the project, or major non-conformance with the maintenance and protection of traffic provisions in the Contract is causing serious disruptions to traffic operations. The Contractor shall not be entitled to any additional monetary compensation for such a Work stoppage.

GCA-1.19 ORDERS TO FOREMAN. Whenever the Contractor or its superintendent is not present on any part of the Work where it may be desired to give directions, stop work orders will be given by the Engineer or its representative and shall be received and obeyed by the Foreman, or worker if Foreman is not present, who may have charge of the particular work in reference to which the stop work orders are given. All Foremen shall be fluent in English.

GENERAL CONDITION 2 - PLANS AND SPECIFICATIONS

GCA-2.1 ACCURACY OF PLANS AND SPECIFICATIONS. The detailed plans, if any, Drawings and Specifications for the Contract have been prepared with care and are intended to show as clearly as is practicable the Work required to be done. The Contractor must realize, however, that construction details cannot always be accurately anticipated and that in executing the Work, field conditions may require reasonable modifications in the details of plans and quantities of Work involved. Work under all items in the Contract must be carried out to meet these field conditions to satisfaction of the Engineer and in accordance with his instructions and the Contract specifications.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers an error or omission in the plans or specifications, it shall immediately notify the Engineer. The Engineer will then make such correction and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

GCA-2.2 INTERPRETATION OF PLANS. In case of any difference in the interpretation of the plans, if any, Drawings or Specifications, or between them, the matter must be immediately submitted to the design engineer responsible for the applicable plans, Drawings or Specifications, who shall adjust the same, and his or her decision in relation thereto shall be final and conclusive.

GCA-2.3 REVIEW AND INSPECTION OF THE WORK. The Authority and the Engineer shall have access to the Work at all times. The Contractor shall provide sufficient, safe and proper facilities at all times for the review of the Work by the Engineer and the inspection of the Work by authorized agencies. If parts of the Work are in preparation at locations other than the Site, the Authority and the Engineer shall be given access to such work whenever it is in progress.

If Work is designated for tests, inspections or approvals in the Cataract Documents, or by the Engineers instructions, or by the laws or ordinances of the Site, the Contractor shall give the Engineer reasonable notification of when the work will be ready for review and inspection. The Contractor shall arrange for and shall give the Engineer reasonable notification of the date and time of inspections by other authorities.

The Contractor shall furnish promptly to the Engineer two copies of certificates and inspection reports relating to the Work.

If the Contractor covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the Contractor shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the Contractor's expense.

The Engineer may order any portion or portions of the Work to be examined to confirm that such work is in accordance with the requirements of the Contract Documents. If the work is not in accordance with the requirements of the Contract Documents, the Contractor shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the Contract Documents, the Authority shall pay the cost of examination and restoration.

The Contractor shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the Contract Documents to be performed by the Contractor or is designated by the laws or ordinances applicable to the Site.

The Contractor shall pay the cost of samples required for any test or inspection to be performed by the Engineer or the Authority if such test or inspection is designated in the Contract Documents.

GCA-2.4 DEFECTIVE WORK. The Contractor shall promptly correct defective Work that has been rejected by the Engineer as failing to conform to the Contract Documents whether or not the defective work has been incorporated in the Work and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor. The Contractor shall make good promptly other contractors' work destroyed or damaged by such corrections at the Contractor's expense. If in the opinion of the Engineer it is not expedient to correct defective work or work not performed as provided in the Contract Documents, the Authority may deduct from the amount otherwise due to the Contractor the difference in value between the work as performed and that called for by the Contract Documents. If the Authority and the Contractor do not agree on the difference in value, they shall refer the matter to the Engineer for a determination. Under no circumstances shall the Contractor be entitled to any extension of the Contract time because of defective Work.

GENERAL CONDITION 3 - COMMENCEMENT AND COMPLETION OF WORK

GCA-3.1 CONSTRUCTION SCHEDULE. The Contractor shall:

- (a) Prepare and submit to the Authority and the Engineer the Construction Schedule in accordance with GCA-3.2, which, upon approval by the Owner will be included as a Contract Document;

- (b) Monitor the progress of the Work relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the Contract Documents; and
- (c) Advise the Engineer and the Authority of any revisions required to the schedule as the result of extensions of the Contract Time as provided in the Contract Documents.

GCA-3.2 COMMENCEMENT AND PROGRESS OF WORK.

- (a) After filing the necessary certificates of insurance with the Authority and before starting the Work, the Contractor shall prepare and submit to the Engineer and the Facilities Manager for review and approval, the Construction Schedule in accordance with this GCA-3.2 showing the order in which the Contractor proposes to carry on the Work, the date on which it will start the major items of work (including but not limited to excavation, drainage, paving, structures, mobilization, etc.) and the critical features (including procurement of materials, plant and equipment) and the contemplated dates for completing the same. The Construction Schedule shall be in a suitable scale to indicate graphically the total percentage of work scheduled to be completed at any time. The Authority may require that the Construction Schedule, at a minimum, include the following items: (a) major Work items and activities to be performed; (b) seasonal weather limitations; (c) time and money curve, and (d) phase duration or milestone events, if applicable.

The purpose of this scheduling requirement is to ensure adequate planning and execution of the Work and to evaluate the progress of the Work.

Review of the Construction Schedule shall not be construed to imply approval of any particular method or sequence of construction or to relieve the Contractor of providing sufficient materials, equipment and Labor to guarantee completion of the project in accordance with the Contract, plans and specifications. Such Construction Schedule may be utilized to facilitate the Authority's inspection and coordination of construction activities. Review shall not be construed to modify or amend the Contract or the scheduled date of Substantial Completion or Total Completion therein.

At the end of each payment estimate period, or at such intervals as directed by the Engineer, the Authority may request that the Contractor shall (1) adjust the Construction Schedule to reflect any changes in the Work, completion time, or both, (2) enter on the time and money curve the total percentage of work actually in place, and (3) submit three copies of the adjusted Construction Schedule to the Engineer.

- (b) In the opinion of the Engineer, if the specified Work falls behind that Construction Schedule, the Contractor shall take such actions as necessary to improve the progress of the Work. If the Contractor is behind schedule any month, the Contractor shall indicate what measures it will take in the next thirty (30) days to put the Work back on schedule so as to meet the Contract completion date specified in the Contract. The Contractor shall not be entitled to any additional compensation unless provided for in other provisions of the Contract on account of the requirements to put the Work back on schedule. In preparing the schedule, the Contractor shall consider increasing its work force, construction plant and equipment, or the number of work shifts, etc. If the Engineer finds the proposed plan not acceptable, it may require the Contractor to submit a new plan. The Authority may request that progress meetings be held by the Contractor at least on a bi-weekly basis and be attended by the Engineer who shall monitor the Contractor's progress and performance.
- (c) The Contractor shall employ and supply a sufficient force of workers, materials, Products and Equipment and shall prosecute the Work with such diligence so as to maintain the rate of

progress indicated on the Construction Schedule to prevent work stoppage and ensure completion of the project within the Contract Time. Any additional or unanticipated costs or expense required to maintain the schedule shall be solely the Contractor's obligation and shall not be charged to the Authority unless provided for in other provisions of the Contract.

When requested by the Facilities Manager, the Contractor shall furnish weekly work schedules indicating number of personnel, kind of Equipment and location and nature of the Work to be performed.

- (d) If the Contractor fails to submit a Construction Schedule within the time period described or any revision or update when required, the Engineer may withhold approval of progress payment estimates pursuant to Section VI of the Agreement – CONTRACT PRICE AND PAYMENT until such time as the Contractor submits the required progress schedule.

GCA-3.3 DATE OF COMPLETION AND CLOSING. All Work to be performed under the Contract shall be substantially completed and totally completed within the times stated in Section V of the Agreement – CONTRACT TIME for the project or within such extended time for completion as may be granted by the Authority.

Whenever the Facilities Manager shall deem it necessary that any portion or certain portions of the Work shall be completed pursuant to a certain sequence or schedule and before the date of completion of the entire Work, the Contractor shall promptly comply with the related instructions, dates and periods of time.

If, during the progress of the Work, it should become necessary, because of any Milestone Date in the Construction Schedule, to stop the Work, then the Contractor shall open proper draining ditches, erect temporary structures where necessary, prepare the project so that there will be a minimum interference with traffic, set up and maintain a competent organization, as directed by the Engineer, to keep the Work in first class condition for traffic, and take every precaution to prevent any damage or unreasonable deterioration of the Work during the time it is closed.

GCA-3.4 SUBSTANTIAL COMPLETION AND ACCEPTANCE. When in the opinion of the Engineer, the Contractor has Substantially Completed the Work under the Contract, the Engineer shall recommend to the Authority the acceptance of the Work so completed. If the Authority accepts the recommendation of the Engineer, it shall thereupon by letter notify the Contractor of such acceptance (the "**Acceptance**"). Acceptance shall be final and conclusive, except for defects not readily ascertainable by the Authority, actual or constructive fraud, gross negligence amounting to fraud or other errors which the Contractor knew or should have known about as well as the Authority's rights under any warranty or guarantee. The Acceptance may be revoked by the Authority at any time prior to the issuance of the final check by the Authority upon the Authority's discovery of such defects, negligence, fraud or errors in the Work. If the Acceptance is revoked, the Authority will provide the Contractor with a written notice of such revocation with sufficient detail to enable the Contractor to repair, replace, correct or otherwise cure the defect, negligence, fraud or error giving rise to such revocation, and upon the completion of such repair, replacement, correction or cure, the Facilities Manager will opine on whether the Work is Substantially Complete and this Article will reapply. After Substantial Completion, the Contractor will remain responsible for fully completing the Work, including removal of Temporary Work, clean-up, demobilization and completing all Punchlist Work.

GCA-3.5 TOTAL COMPLETION. After the Acceptance of the Work, the Engineer shall prepare a final report of the Work completed from actual measurements and computations relating to the same, and it shall compile the value of such Work completed under and according to the terms of the Contract, and will include a list or punchlist of all items of Work that are defective, deficient or incomplete ("**Punchlist Work**"). This report shall be certified as to its correctness by the Engineer. Upon approval of such final report by the Facilities Manager, the Facilities Manager will send the report to the Contractor for agreement. After the Contractor and the Facilities

Manager agree on and the Engineer has certified, such final report, it shall be submitted to the Authority for final approval. The right, however, is hereby reserved by the Authority to reject the whole or any portion of the final report, should the said certificate of the Engineer be found or known to be inconsistent with the terms of the Contract or otherwise improperly given. All certificates upon which partial payments may have been made being merely estimates shall be subject to correction in the final certificate or final payment. The Authority may set-off against any holdback or any Contract Security the Engineer's reasonable estimate of the cost to complete any and all Punchlist Work. The Work will only be considered to have attained Total Completion if all items of Punchlist Work are fully completed, as certified by the Engineer and accepted by the Authority in writing.

GCA-3.6 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE WORK ON TIME.

- (a) The Contractor acknowledges and agrees that the Authority's damages resulting from the Contractor's failure to timely complete the Work within the Contract Time are difficult, if not impossible, to determine precisely. Accordingly, subject to GCA-3.7 of the General Conditions – DELAYS, the Contractor acknowledges, agrees and accepts that if the Contractor fails to achieve Substantial Completion of the Work on or before the scheduled date for Substantial Completion as set out in Section V of the Agreement – CONTRACT TIME, then the Contractor shall pay the Authority liquidated damages in the amounts set out, and in accordance with, Schedule A (Liquidated Damages) (“**Delay Liquidated Damages**”). The amount of Delay Liquidated Damages payable in accordance with Schedule A (Liquidated Damages) (if any) are payable to the Authority by the Contractor within 30 calendar days of receipt of a written invoice from the Authority.
- (b) The amount of the Delay Liquidated Damages set out in Schedule A (Liquidated Damages) represents a genuine pre-estimate of the Authority's damages (and not a penalty), and are the Authority's sole and exclusive remedy for the Contractor's failure to cause Substantial Completion to be completed within the required time period. Notwithstanding the foregoing, the remedies available to the Authority under this GCA-3.6 shall not preclude the availability to the Authority of any other remedies under this Contract in relation to the same or similar event or circumstance.
- (c) If the preceding provisions of this GCA-3.6 (or any part thereof) are found for any reason to be void, invalid or otherwise inoperative so as to disentitle the Authority from claiming Delay Liquidated Damages, the Authority shall be entitled to claim against the Contractor for damages at law (if any) for the Contractor's failure to cause Substantial Completion to be completed within the required time period. Those damages in any case shall not exceed the amount specified in Schedule L (Liquidated Damages).
- (d) For the avoidance of doubt, the Contractor is responsible and liable for Delay Liquidated Damages even in the event that the Contractor abandons the Work or the Contractor's employment is terminated pursuant to the provisions of this Contract.
- (e) Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Authority of any of its rights under the Contract.
- (f) The Authority may waive such portions of the Delay Liquidated Damages as may accrue if it deems the Work is in such condition as to be safe and convenient for use by the traveling public.
- (g) In the event the delivery of any material in short supply is delayed substantially beyond the normal delivery time which results in delaying Substantial Completion of the Work, the

Contract Time will be extended without the assessment of engineering charges or Delay Liquidated Damages. The Contractor shall, however, demonstrate to the Facilities Manager that it had made every reasonable effort to obtain such material on a timely basis and complete the Work within the required time period.

GCA-3.7 DELAYS.

- (a) In the event that Work is delayed at any time by changes or alterations in the Work not caused by or attributable to any act or omission of the Contractor or any Subcontractor, by strikes, by lockouts, by fire, by embargoes, by flood, by earthquake, by acts of war, by changes in public laws, regulations or ordinances enacted after the Effective Date, by acts of public officials not caused by any fault or omission of the Contractor or any Subcontractor, the Contractor may make written request for a Change Order granting an extension of time in accordance with the provisions of General Condition 6 - of the General Conditions. The Contractor assumes the risk for delays if any caused by any other reason. Except as otherwise expressly provided for in this Contract and except for delays or interference caused by the malicious, or grossly negligent conduct of the Authority, to the fullest extent permitted by law, the Contractor hereby agrees that it shall make no claims against the Authority for costs or damages resulting from delay or interference in the performance of this Contract and hereby waives any rights it may now or hereafter have to recover costs or damages from the Authority, its officers and employees for any delay or interference in the performance of this Contract.
- (b) If the Contractor is delayed in the performance of the Work by the malicious or grossly negligent action or omission of the Authority, Engineer or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents, then the Contract Time shall be extended for such reasonable time as the Engineer may recommend in consultation with the Contractor. The Contractor shall be reimbursed by the Authority for reasonable costs incurred by the Contractor as the result of such delay.
- (c) If the Contractor is delayed in the performance of the Work by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or omission of the Contractor or any person employed or engaged by the Contractor directly or indirectly, then the Contract Time shall be extended for such reasonable time as the Engineer may recommend in consultation with the Contractor. The Contractor shall be reimbursed by the Authority for reasonable costs incurred by the Contractor as the result of such delay.
- (d) If the Contractor is delayed in the performance of the Work by:
 - 1. Labor disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the Contractor is a member or to which the Contractor is otherwise bound),
 - 2. fire, unusual delay by common carriers or unavoidable casualties, embargoes, flood, earthquake, acts of war, changes in public laws, regulations or ordinances enacted after the Effective Date, or acts of public officials not caused by any fault or omission of the Contractor,

then the Contract Time shall be extended for such reasonable time as the Engineer may recommend in consultation with the Contractor. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the Contractor agrees to a shorter extension. The Contractor shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the Authority, Engineer or anyone employed or engaged by them directly or indirectly. The Contractor assumes the risk for delays if any caused by any other reason. Except as otherwise expressly provided for in this Contract and except for delays or interference caused by the malicious, or grossly

negligent conduct of the Authority, to the fullest extent permitted by law, the Contractor hereby agrees that it shall make no claims against the Authority for costs or damages resulting from delay or interference in the performance of this Contract and hereby waives any rights it may now or hereafter have to recover costs or damages from the Authority, its officers and employees for any delay or interference in the performance of this Contract.

No extension shall be made for delay unless notice in writing of the cause of delay is given to the Engineer not later than 21 days after the commencement of the delay. In the case of a continuing cause of delay only one notice in writing shall be necessary.

- (e) If the Contractor intends to claim any increase or change in the Contract Price or for reimbursement of any costs as a result of any delay covered by this GCA-3.7, it must make such claim in accordance with GCA-4.4 – CLAIMS FOR A CHANGE IN CONTRACT PRICE promptly, and, in any event, not later than 21 days after the occurrence of the event causing the delay.

GCA-3.8 EXTENSION OF TIME. Delays which affect the scheduled completion or any Milestone dates of the Work shall be compensated solely by the granting of an extension of time by the Authority to complete the Work of the Contract without engineering charges, but only to the extent expressly provided for herein. Time necessary for reviews by the Authority of shop drawings, for field changes to meet actual conditions, delays incurred by seasonal weather limitations should be anticipated and are neither compensatory nor eligible for extensions of time.

Where extra costs can be demonstrated relative to delays caused directly by acts of the Authority beyond the Contract requirements, such costs as are necessary may be reimbursable subject to the prompt substantiation of such costs by the Contractor via the initiation of procedures specified in Section XV of the Agreement – DISPUTES. The substantiated necessary costs of such delays which may be considered for reimbursement shall be limited to orders by the Authority to stop Work for reasons other than provided in the Contract specifications and requirements and for the unavailability of Right of Way parcels for such an extended period beyond that indicated in the Contract Documents that the Contractor's progress on the Contract as a whole is significantly affected.

The Contractor agrees that it has included in the Contract Price for the various items of the Contract the additional costs of doing the Work under this Contract caused by not having a clear Site for the Work, by interference by other contractors and necessary utility work and by other non-compensatory delays described above and being required to open certain sections of pavement to traffic before the entire work is completed. In planning all activity within the agreed Contract Time and in establishing the Contract Price, it shall be assumed that the Contractor has anticipated the amount of adverse weather conditions which can be reasonably anticipated at the Site for the season or seasons of the year involved. There will be no adjustment in Contract Time or the Contract Price for inclement weather other than rain or snow conditions encountered during the scheduled time for performance exceeding the 10-year average for the same, provided that the Contractor has taken (and has caused each Subcontractor to take) all reasonable steps to continue the Work utilizing methods and procedures generally accepted in the construction industry for such inclement weather.

GENERAL CONDITION 4 - CHANGES

GCA-4.1 CONTINGENCIES, EXTRA WORK, DEDUCTIONS. Whenever the Facilities Manager determines that any terms of the Contract should be altered to provide for changes in the Work, it may issue an order on the Contract therefore to the Contractor who shall forthwith proceed with the performance of the Work and the furnishing of the materials and equipment necessary for its accomplishment in accordance with the pertinent Contract Documents. No such extra

work shall be commenced or undertaken until the Facilities Manager has issued an order on the Contract.

GCA-4.2

CHANGES IN THE WORK. The Authority may make changes to the Work or provide for Extra Work under the Contract in accordance with this GCC-6.2 – CHANGES IN THE WORK for changes that are within the general scope of the Work, as required by Applicable Laws in relation to the Project or as otherwise agreed by the parties. No changes in the Work shall proceed without a written Change Order or Change Directive signed by the Authority and no claim for any change in the Contract Price or for any extension or alteration of the Contract Time shall be valid except as shown on the Change Order or Change Directive, as the case may be. This requirement is of the essence and it is the express intention of the parties hereto that any claims for a change in the Contract Price shall be based, and that the Contract Time shall be altered, only upon strict compliance with the requirements of this Contract. Accordingly, no course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions to the Work and no claim that the Authority has been unjustly enriched by any alteration or addition to the Work, whether in fact there is any such unjust enrichment or not, shall be the basis of a claim for payment under this Contract or any extension of the Contract Time without a Change Order or Change Directive.

Any agreement by the Contractor and the Authority to a change in the Work or Extra Work, the Contract Price or the Contract Time must be set out in a written Change Order signed by both parties, setting out any adjustment to the Contract Price (or method for determining the adjustment to the Contract Price, including agreed unit prices and rates) and any adjustment to the Contract Time (or method for determining the adjustment to the Contract Time). If the Authority wishes to proceed with a change in the Work or Extra Work, it may proceed with a force account order or Change Directive in accordance with this GCA-4.2 – CHANGES IN THE WORK, including the payment of the Force Account Charges set out in Section GCA-6.2(a).

- (a) **CONTRACT ITEM CHARGES.** When an order on contract provides for similar items of work or materials which increase or decrease the itemized quantity provided for in the Contract, the price to be paid therefore, shall not exceed the unit Bid Price in the Contract for such items.
- (b) **NEW ITEM CHARGES.**
 - (1) **Agreed prices.** Agreed prices for new items of work or materials may be incorporated in the order on contract as the Facilities Manager may deem them to be just and fair and beneficial to the Authority. These prices will be used in computing the final estimate.

Agreed prices must be supported by a complete price analysis in the order on contract. The analysis will be based on an estimated breakdown of charges listed in the following paragraph (2), “Force Account Charges”, unless some other basis is approved by the Authority.

- (2) **Force Account Charges**
 - (a) **Contractor Charges.** Where there are not applicable unit prices for extra work ordered and agreed prices cannot be readily established or substantiated, and the Authority has instructed the Contractor in writing to proceed with the Work without agreed pricing, the Contractor shall be paid the actual and reasonable cost for materials, labour, and equipment in accordance with Ontario Provincial Standard Specifications (provincial) for Payment on a Time and Material Basis (GC 8.03 or as updated) or New York State Department of Transportation Standard Specifications for Extra Work and Time Related Compensation pertaining to Force Account Work (§109-05.B. or as updated), as applicable.

GCA-4.3 CONCEALED OR UNKNOWN CONDITIONS. If the Authority or the Contractor discover conditions at the Site which are:

- (a) subsurface or otherwise concealed physical conditions which existed before the commencement of the Work which differ materially from those indicated in the Contract Documents and for which Contractor has not expressly assumed responsibility hereunder; or
- (b) physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents and for which Contractor is not expressly assumed responsibility hereunder, then the observing party shall give notice in writing to the other party of such conditions before they are disturbed and in no event later than 5 Working Days after first observance of the conditions.

The Engineer will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the Contractor's cost or time to perform the Work, the Engineer, with the Authority's approval, will issue appropriate instructions for a change in the Work as provided in GCA-4.2 - CHANGES IN THE WORK.

If the Engineer finds that the conditions at the Site are not materially different or that no change in the Contract Price or the Contract Time is justified, the Engineer will report the reasons for this finding to the Authority and the Contractor in writing.

GCA-4.4 CLAIMS FOR A CHANGE IN CONTRACT PRICE. If the Contractor intends to make a claim for an increase to the Contract Price, or if the Authority intends to make a claim against the Contractor for a credit to the Contract Price, the party that intends to make the claim shall give timely notice in writing of intent to claim to the other party and to the Engineer in accordance with this GCA-4.4.

Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:

- (a) take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
- (b) keep such records as may be necessary to support the claim.

The party making the claim shall submit within a reasonable time to the Engineer, but in no event any later than twenty-one (21) days following the commencement of the events giving rise to such claim, a detailed account of the amount claimed and the grounds upon which the claim is based. Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under the preceding paragraph shall be considered to be an interim account and the party making the claim shall, at such intervals as the Engineer may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

The Engineer's findings, with respect to a claim made by either party, will be given by notice in writing to both parties within 30 Working Days after receipt of the claim by the Engineer, or within such other time period as may be agreed by the parties.

If such finding is not acceptable to either party, the claim may be settled in accordance with Section XV of the Agreement – DISPUTES.

GENERAL CONDITION 5 - PAYMENT

GCA-5.1 SCHEDULE OF VALUES. Prior to the Commencement Date, the Contractor shall submit to the Authority and the Engineer a Schedule of Values setting out the estimated progress payments and progress of the Work. The Schedule of Values, once approved by the Authority and the Engineer, will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Contractor to submit proposed Schedule of Values within 10 days of notice to proceed. Progress payments on account of Unit Price Work, where Unit Price Work is called for in respect of changes in the Work under the Contract, will be based on the number of units completed.

GCA-5.2 ESTIMATES AND PAYMENT. In computing amounts in estimates done, the unit prices will be used when applicable. Otherwise the engineer in charge will calculate the percent complete for each pay item.

In making up the final estimate the linear measurement made along the axis of the surface of the finished Work will be considered the length of the Work.

All estimates, including the final, will be made for actual quantities of Work performed and materials placed in accordance with the requirements contained in the specifications, contract plans and standard sheets (except as provided under GCA-5.5 – PARTIAL PAYMENTS) as determined by the measurements of the Engineer, and the resulting quantities involved in any contract shall be accepted as final, conclusive and binding upon the Contractor. For computation of the quantities of earthwork to be paid for under various items of the Contract, it is agreed that the planimeter shall be considered an instrument of precision, and quantities computed from areas obtained by its use shall be accepted by all parties hereto as accurate. Arithmetical computations, utilizing any type of computing device or machines including electronic computers, shall not be precluded by reference to the planimeter.

GCA-5.3 FINAL ADDITIONS OR DEDUCTIONS. Upon the completion of the required Work as shown in the plans and specifications, should the final estimate of quantities show either an increase or decrease from the approximate estimate of, a final agreement will be made respectively adding or deducting this amount from the gross sum Bid.

GCA-5.4 PAYMENTS ON CONTRACT. Payments to the Contractor for Work satisfactorily performed will be made monthly upon receipt of a written application for payment in the form attached as Schedule H to the Agreement (Form of Application for Payment) and acceptable to the Authority. No monthly estimate will be rendered unless the value of the Work done equals 5% of the Contract Amount or \$1,000.00, whichever is the lesser. Semi-monthly estimates may be rendered provided the value of the Work performed in a two-week interval is in excess of \$250,000.00 or if, in the opinion of the Facilities Manager, it is to the best interests of the Authority to do so.

GCA-5.5 PARTIAL PAYMENTS. Payment of actual cost of the materials mentioned in the following list may, when requested or required for changes approved by the Authority pursuant to GCC-6.2, upon application by the Contractor and a favourable recommendation of such application by the Engineer, be made to the Contractor prior to the incorporation of any such materials in the Work, provided the amount of the partial payment requested for each item is greater than one thousand dollars (\$1,00.00) and the Contractor shall first file with the Authority a bill or bills of sale showing that the materials have been paid for and that the title to the materials without encumbrances, is in the name of the Contractor. Such payment may be made when said materials are delivered and are properly stored at the Site of the Work or at a place and in a

manner approved by the Facilities Manager. No payment shall be made on any materials without documented evidence of the acceptability of such materials filed with the Engineer. Such payment shall not be deemed to be an acceptance of such materials, and the Contractor shall be responsible for and must deliver to the Site and properly incorporate in the Work only those materials that comply with the specifications.

If the materials are stored on private property, the Contractor shall furnish and file with the Authority a release and a waiver covering such materials, which release and waiver shall be executed by the owner of such private property in favour of the Authority or its agent. The Contractor shall mark all materials and goods stored elsewhere than on the Site and paid for by the Authority, fully or partially.

LIST OF MATERIALS

- Reinforcing Mesh
- Grout
- Dowels
- Concrete
- Concrete Sealer
- Traffic Signs

The Contractor shall pay any and all costs of handling and delivering materials to and from the place of storage to the Site of the Work, as well as any storage rental.

Partial payments made for changes shall not exceed eighty five percent (85%) of the Contractor's Contract Price for the item of change, nor shall the quantity allowed exceed the corresponding quantity estimated in the Contract.

GCA-5.6 **PROGRESS PAYMENTS.** Unless otherwise specified in the method of payment for a particular item, no payment will be made for an item of work until its completion in accordance with the Specification.

GCA-5.7 **FINAL ESTIMATE.** The Authority will approve a final estimate for final payment based on the final agreement as prepared and approved by the Engineer, less previous payments and any and all deductions authorized to be made by the Authority under the Contract. Payment pursuant to such final estimate less any deductions authorized to be made by the Authority under the Contract shall constitute the final payment and shall be made by the Authority.

GCA-5.8 **ACCEPTANCE OF FINAL PAYMENT.** The acceptance by the Contractor, or by anyone claiming by or through it, of the final payment shall to the greatest extent permitted by Applicable Laws, constitute and operate as a release to the Authority from any and all claims of any liability to the Contractor for anything theretofore done or furnished for or relating to or arising out of the Work done thereunder, and for any prior act, neglect, or default on the part of the Authority or any of its officers, agents or employees. Should the Contractor refuse to accept the final payment as tendered by the Authority, it shall constitute a waiver of any right to interest thereon.

GCA-5.9 **CONTRACTOR'S COST RECORDS.** The Contractor shall maintain records of all payrolls and of the details that comprise its total cost pursuant to any of the provisions under GCA-4.1 – CONTINGENCIES, EXTRA WORK, DEDUCTIONS, and the Contractor shall, at any time within 6 years following the date of Acceptance of the Work, make such records available, upon request therefore, to the Authority for review and audit, if deemed necessary by the Authority. In case all or a part of such records are not made so available, the Contractor understands and agrees that any items not supported by reason of such unavailability of the records shall be disallowed, or if payment therefore has already been made, the Contractor shall, upon demand in writing by the Authority, refund to the Authority the amount so disallowed.

- GCA-5.10 PAYROLL RECORDS.** Certified payroll records for any part of the Work performed in the United States or in relation to a Change Directive, Change Order or Force Account shall be submitted with each request for payment or as otherwise directed by the Authority. Failure to do so will delay payment.
- GCA-5.11 WITHHOLDING OF PAYMENT.** If because of climatic or other conditions reasonably beyond the control of the Contractor, there are items of work that cannot be performed, payment in full for that portion of the Work which has been performed as certified by the Engineer shall not be withheld or delayed by the Authority on account thereof, but the Authority may withhold, until the remaining portion of the Work is finished, only such an amount that the Engineer determines is sufficient and reasonable to cover the cost of performing such remaining work.
- GCA-5.12 NON-CONFORMING WORK.** No payment by the Authority under the Contract nor partial or entire use or occupancy of the Work by the Authority shall constitute an acceptance of any portion of the Work or Products which are not in accordance with the requirements of the Contract Documents.

GENERAL CONDITION 6 - SAFETY, HEALTH, AND SECURITY

GCA-6.1 GENERAL SAFETY AND HEALTH REQUIREMENTS

The Contractor shall perform all work in the Contract in a workmanlike manner with due regard to the safety of the employees and of the public. The Contractor shall have full responsibility for all health and safety at the Site in accordance with Applicable Safety Laws and good industry practices during the Contract Time. To the extent applicable, the Contractor shall register and undertake all of the roles, functions and obligations of a “constructor” under the OSHA for the Project. It shall be the responsibility of the Contractor to perform all necessary planning, supervision, and training activities to ensure that all of the requirements of Applicable Safety Laws are fully met for all workers employed in the construction of the Work. Where a difference exists between the requirements of the appropriate Industrial Code for Construction or OSHA regulations, the more stringent requirements shall apply for all contracts.

GCA-6.2 SECURITY REQUIREMENTS

- (a) The Site is located within an area secured by both U.S. Customs and Border Protection, and Canada Border Services Agency, and as such, all individuals accessing the Site may be subject to examination as determined by such agencies.
- (b) All individuals accessing the Site must have on their person at minimum one of the following identification documents and may be required to present such documentation while within or while leaving the Work Site: passport; NEXUS card; enhanced driver’s license; permanent resident card (where applicable).
- (c) All individuals performing Work within Canada must be admissible to Canada. All individuals performing Work within the United States of America must be admissible to the United States of America.
- (d) The Contractor must submit to the Authority in advance of any Work the name, date of birth, citizenship, and telephone number of all contractor personnel whom may perform Work in Canada, including management. This information will be forwarded to Canada Border Services Agency to ensure admissibility.
- (e) The Contractor must submit to the Authority in advance of any Work CBP Form 3078 – Application for Identification Card (see Appendix 1a) for all contractor personnel whom may

perform Work in the United States of America, including management. This information will be forwarded to U.S. Customs and Border Protection to ensure admissibility.

- (f) Members of the management team, performing Work in both Canada and the United States of America, who are not citizens of or do not have status in the United States of America, must obtain a B-1 visa (temporary visitor for business) from U.S. Customs and Border Protection prior to commencing any Work.

GENERAL CONDITION 7 - WARRANTY

GCA-7.1 WARRANTY.

- (a) The Contractor warrants to the Authority and the Engineer that materials and equipment furnished under the Form of Agreement will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance by persons other than the Contractor or its Subcontractors, improper operation by persons other than the Contractor or its Subcontractors, normal wear and tear, and normal usage. If required by the Engineer, the Contractor shall furnish satisfactory evidence to the Authority as to the kind and quality of materials and equipment provided for the Work. The Contractor, at its expense, shall remove and replace materials not meeting specifications or failing to meet warranties by manufacturers, regardless of whether incorporated into the Work. The Contractor shall promptly replace or correct any of the Work the Engineer rejects as failing to conform to the requirements of the Contract Documents. The foregoing warranty obligations are not limited by the provisions GCA- 7.2, and are in addition to and not in limitation of any other warranty set forth in the Contract Documents or required by law.
- (b) The Contractor warrants the Work and its performance to the Authority unconditionally. The Contractor shall perform all warranty obligations and responsibilities for the Work under the Contract Documents. Except for extended warranties as described in the General Conditions and the Specifications, the Contractor, at its own expense, shall remedy defects due to improper and/or defective workmanship or materials appearing within one year of the Contractor completing the Work or such longer period as may be set forth in the Contract Documents (the "**Warranty Period**"). Upon completion of the Work, the Contractor shall assign and provide to the Authority all written warranties and guarantees from Subcontractors, suppliers, and material or equipment manufacturers. The Contractor shall fully cooperate with the Authority in the event the Authority pursues remedies under any warranties or guarantees assigned to the Authority. The Contractor acknowledges that its obligations to the Authority under this GCA-7.1(b) are joint and several during the Warranty Period with its Subcontractors, suppliers, vendors and manufacturers of all materials and equipment supplied on account of the Work. Any notice given to the Contractor by the Authority, Engineer, or Construction Manager regarding any deficiency in the Work covered by this GCA-7.1(b) will toll the Warranty Period until all corrections or remedial actions necessary are taken with respect to such deficiency. The Contractor is responsible for all harm caused by its failure to maintain equipment and materials installed through the Contractor's completion of its Work. The requirements of this GCA-7.1(b) will continue notwithstanding termination of the Contractor for any reason. The foregoing warranty obligations are not limited by the provisions of GCA-7.2 and are in addition to and not in limitation of any other warranty set forth in the Contract Documents or required by law.
- (c) No warranties or guarantees by the Contractor will deprive the Authority of any cause of action, right, or remedy otherwise available for breach of any of the provisions of the Contract

Documents. The Warranty Period does not limit the time in which the Authority may pursue any such action, right, or remedy.

GCA-7.2 UNCOVERING AND CORRECTION OF WORK

- (a) If a portion of the Work is covered contrary to the Construction Manager's or Engineer's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.
- (b) If a portion of the Work is covered that the Construction Manager or Engineer did not specifically request to observe prior to its being covered, the Construction Manager or Engineer may request to see such Work and it will be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement will, by appropriate Change Order, be at the Authority's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction will be at the Contractor's expense unless the condition was caused by the Authority or one of the other contractors, in which event the Authority is responsible for payment of such costs.
- (c) The Contractor shall promptly correct Work rejected by the Construction Manager or Engineer or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's or Engineer's services and expenses made necessary by the rejection, will be at the Contractor's expense.
- (d) In addition to the Contractor's obligations under GCA-7.1, if, within one year after the date of Substantial Completion of the Work or a designated portion of the Work, or the date of acceptance of a portion of the Work that is subject to correction or completion after the date of Substantial Completion of the Work, whichever is later, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Authority to do so unless the Authority previously gave the Contractor a written acceptance of such condition. The Authority shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Authority fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Authority waives the right to require correction by the Contractor and to make a claim for breach of this GCA-7.2(d). If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Authority or Engineer, the Authority may correct such nonconforming Work. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Authority's expenses and compensation for the Engineer's additional services made necessary by such default, neglect or failure. Such action by the Authority and amounts charged to the Contractor are both subject to prior approval of the Engineer. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Authority.
- (e) The one-year period will be extended with respect to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- (f) The one-year period for correction of Work will not be extended by corrective Work performed by the Contractor pursuant to this GCA-7.2.

- (g) The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Authority.
- (h) The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Authority, separate contractors, or other Multiple Prime Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents, or in consequence of work performed in fulfilling warranties or guarantees.
- (i) Nothing contained in this GCA-7.2 establishes a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in GCA- 7.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- (j) If the Authority prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Authority may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment will be effected whether or not final payment has been made.

[END OF GENERAL CONDITIONS]

SCHEDULE A TO THE GENERAL CONDITIONS OF THE AGREEMENT
LIQUIDATED DAMAGES

1. DELAY Liquidated Damages

Delay Liquidated Damages shall be assessed in accordance with this Section 1 of Schedule A.

If the Contractor does not achieve Substantial Completion on or before the date scheduled for Substantial Completion as set out in Section V of the Agreement – CONTRACT TIME, then the Contractor shall pay the following amounts to Authority as liquidated damages:

Liquidated damages for each calendar day (or part thereof) which shall elapse between the scheduled date for Substantial Completion set out in Section V of the Agreement and the date of Acceptance	\$5,000 per day
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Contractor shall report to Authority on a daily basis any delays which give rise to Delay Liquidated Damages.

ATTACHMENT NO. 2
GENERAL SCOPE OF SERVICES

ATTACHMENT NO. 3
RATES FOR PROFESSIONAL SERVICES

ATTACHMENT NO. 4
CONFLICT OF INTEREST FORM

Contractor represents and warrants to the Authority that neither the contractor nor any shareholder, director or employee of the consultant is related to, affiliated with or interested in any subcontractor or sub-consultant that may be employed by the contractor, nor is the contractor or any of the contractor's shareholders, directors or employees related to, affiliated with or interested in, any director or employee of the Authority. Contractor represents and warrants that it has no knowledge of any fact or circumstance that would constitute a conflict of interest or the appearance of a conflict of interest in its performance of the services included within the proposal.

ATTACHMENT NO. 5
CERTIFICATES OF INSURANCE