



# Sault Ste. Marie Airport Development Corporation

**Sault Ste. Marie Airport Development Corporation (SSMADC)**

**Contract No. 2017-001**

**Airport Subdrain and Storm Pipe High Pressure Flushing**

**&**

**CCTV Investigation**

**Closing Date: May 31<sup>st</sup>, 2017**

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**SPECIAL INSTRUCTIONS TO BIDDERS**

**1. Named Parties**

For the purposes of this contract the following parties are identified:

Owner: The Sault Ste. Marie Airport Development Corporation (SSMADC)  
Engineer: MMM Group Limited (a WSP Company)  
Contact for Enquiries: Jim DeGasparro

**2. Description of Work**

The Scope of Work for this project includes the following:

1. High pressure hydraulic cleaning of approximately 18,000 m of subdrain and storm pipes.
2. Internal inspection of approximately 18,000 m of subdrain and storm pipes by CCTV camera.
3. Confirmation of location, type, length and diameter of pipe shown on drawing C101 and any other subdrain or storm pipe found on site that is not shown on drawing C101.
4. Confirmation of inverts and coordinates of all manholes and outlets.
5. Production of a final report identifying location of every fault, estimated extent of the fault, a recommendation on whether or not the fault requires immediate repair, and a recommendation as to what must be done to repair the fault including repair method and materials. The final report must also include all items listed on page 39 of this document.

While airside, the contractor must be under escort by the Airport Operator at all times.

**3. Tender Procedure**

The following policy regarding the submission of tenders and the tender opening procedures will be applicable for this project. Tenderers are requested to adhere strictly to the instructions concerning submission.

- ▶ **All tenders must be sealed and submitted to:**  
SSMADC, 1-475 Airport Rd. Sault Ste. Marie, ON, P6A 5K6  
Airport Administration Office Room 206 – if hand delivered
- ▶ **By the following time:**  
2:00 p.m. local time  
Wednesday May 31st, 2017.

Tenders received later than the time specified will not be accepted, regardless of the postal seal date. Tenders must be plainly marked to reveal the contents and the Tenderer's name and address. Tenders received after this time will be unopened and returned.

Tenders shall be submitted in an envelopes supplied, and shall contain:

- ▶ "Agreement to Bond", duly signed and sealed (no copies or facsimiles will be accepted).
- ▶ Tender deposit in the form of a certified cheque, money order, or an irrevocable letter of credit and in the amount of \$ 5,000.00.
- ▶ Form of Tender (including addenda if applicable).

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Tenders will be opened the same day that tenders close at 2:00 p.m. local time, Wednesday May 31st, 2017 and will be a private tender opening. The winning bidder will be notified by the Airport after the bid reviews are complete.

If you wish clarification of specifications, please contact:

**Jim DeGasparro, SMS/Operations Manager & Fire Chief**  
**Telephone: 705-779-3031 ext. 209**  
**Cell: 705-257-9058**  
**Fax: 705-779-3371**  
**Email: degasparroj@saultairport.com**

The bid must be legible, written in ink, or typewritten. Any form of erasure, strikeout or over-writing must be initialed by the Bidder's authorized signing officer.

All unit prices must be clearly indicated and all extensions written in figures. The bid must not be restricted by a statement added to the Form of Tender or by covering letter, or by alterations to the Form of Tender as supplied by the Sault Ste. Marie Airport Development Corporation unless otherwise provided herein.

The Form of Tender must be signed and witnessed in the spaces provided on the form, with the signature of the bidder or responsible official of the firm bidding. **If a joint bid is submitted, it must be signed and addressed on behalf of each of the bidders.**

**4. Submission of Tenders**

Submissions shall not be made by e-mail or facsimile. Adjustment by e-mail, facsimile, letter or otherwise to a Tender already submitted is not permitted.

A bidder will be permitted to withdraw his/her Tender unopened after it has been deposited, if such request is received in writing by Jim DeGasparro prior to the time specified for the opening of Tenders.

More than one Tender from an individual firm, partnership, corporation, or association under the same or different names will not be considered. Within a Tender submission, Bidders must bid on each of the items.

**5. Clarification, Omissions, Discrepancies**

It will be the Bidders responsibility to clarify any details in question before submitting their bid.

Bidders finding discrepancies or omissions in the specifications or other documents or having any doubts concerning the meaning or intent of any part thereof, should immediately request clarification. Written instructions or explanations will then be sent to all bidders in the form of addenda to the Tender documents.

Bidders may inquire into and clarify any requirements of this Tender. Inquiries must be directed to the attention of:

**Jim DeGasparro, SMS/Operations Manager & Fire Chief**  
**Telephone: 705-779-3031 ext. 209**  
**Cell: 705-257-9058**  
**Fax: 705-779-3371**  
**Email: degasparroj@saultairport.com**

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Please note that: **No inquiries will be taken after May 26, 2017 4:00 p.m. local time.**

Responses, if not already addressed in the Tender, will be addressed in the form of addendum, if required. No oral interpretations will be effective to modify any provisions of the Tender.

Addenda are the responsibility of the Contractor, the Contractor must ensure that all applicable addenda are attached to the Form of Tender prior to submission.

**6. Errors and Corrections**

SSMADC staff may clarify any aspect of a Tender submission with the Bidder at any time after the Tender has been opened. Any such clarification will not alter the Tender and will not be constituted as a negotiation or renegotiation of the Tender. The Sault Ste Marie Airport Development Corporation is not required to clarify any part of a Tender. Any clarification of a Tender by a Bidder shall not be effective until confirmation has been delivered in writing.

**7. Tender Award**

The award of this tender is subject to the Owner obtaining approval from:

**The Sault Ste. Marie Airport Development Corporation (SSMADC) Board of Directors**

Tentatively, work may commence, but is not guaranteed, by:  
**June 5th, 2017.**

**8. Maintenance Holdback**

The following maintenance holdback will apply to this contract:  
**None**

**9. Additional Insured**

The following parties are identified to be included as additional insured for this project:  
**Sault Ste Marie Airport Development Corporation**

**10. Workplace Safety & Insurance Board Certificate of Clearance**

A generic and/or specific Certificate of Clearance shall be provided to the SSMADC President/CEO or designate and the Certificate shall be valid for sixty (60) days from the date of the commencement of the project.

All bidders shall furnish the Workplace Safety & Insurance Compensation Board account number in the Form of Tender where indicated. Prior to release of each and every progress draw if the payment falls out of the 60 day validity period, the successful bidder shall be required to provide a new Certificate of Clearance to the Corporation. The Certificate shall indicate that the bidder has complied with the requirements of the Workplace Safety & Insurance Compensation Board and is in good standing in the records of the Board.

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**11. Acceptance or Rejection of Tenders**

The Owner reserves the right to reject any bids as the interests of the Owner require, without stating the reasons therefore, and the lowest or any Tender will not necessarily be accepted.

**12. Construction Schedule**

The awarded Contractor shall submit to the Engineer his proposed construction schedule prior to the pre-construction meeting. The Contractor will not be permitted to commence work until the aforementioned schedule has been provided. The Contractor shall be required to update and resubmit the construction schedule monthly or as requested by the Engineer.

The areas scheduled for flushing and inspection must be completed by August 31st, 2017

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## **INSTRUCTIONS TO BIDDERS**



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**FORM OF TENDER**

We, the undersigned Contractor(s) have carefully examined the attached documents as herein listed and forming part of this tender.

**DOCUMENTS  
INCLUDED  
IN CONTRACT**

- Special Provisions
- Special Provisions – Supplementary
- Contract Items
- Instructions to Bidders
- General Conditions of the Contract
- Supplementary General Conditions
- Drawings (as noted)
- Addenda (if applicable)

and have carefully examined the site and location of the work to be done under this contract. We, the undersigned Contractor(s), understand and accept the said drawings and tender documents, and, for the prices set forth in this Tender, hereby offer to furnish all machinery, labour, tools, apparatus and other means of construction, furnish all materials except as otherwise specified in the Tender, and to complete the work in strict accordance with the drawings and contract documents referred to above, for the total tender price of

\_\_\_\_\_ Dollars.  
(\$ \_\_\_\_\_) *excluding HST.*

**FORM OF TENDER DECLARATION**

**ADDENDA**

We acknowledge that we have received Addendum/Addenda No. \_\_\_\_ to No. \_\_\_\_ inclusive, and that all changes specified in the Addendum/Addenda have been included in the prices submitted.

**COMMENCEMENT AND COMPLETION**

We agree to commence work as specified to proceed continuously to the completion and to complete all the work within 60 working days.

**TENDER IS OPEN TO ACCEPTANCE & IRREVOCABLE**

We agree that this tender is to continue open to acceptance and irrevocable until the formal contract has been executed by the successful tenderer for the said work, and the bond or bonds as specified have been executed by the approved surety or sureties, and that the Owner may, at any time, within 45 (forty-five) calendar days of closing date, accept this tender without notice, whether any tender has been previously accepted or not.

\*to be filled in by Tenderer

OFFERED ON BEHALF OF THE CONTRACTOR

Insert Workplace Safety And Insurance Board Account No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

Contractor's Seal

\_\_\_\_\_  
Witness

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**NOTE:**

- a) If the Tenderer is a Corporation, the Corporate seal must be affixed under the signature of a duly authorized officer or officers of the Corporation.
- b) If the Tenderer is not a Corporation or a Partnership, the Tenderer must sign in the presence of a witness who must also sign.
- c) If the Tenderer is a Partnership, each member of the Partnership must sign in the presence of a witness who must also sign.

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**SCHEDULE OF TENDER UNIT PRICES**

**SECTION 1: General**

<b>Item</b>	<b>Description</b>	<b>Est. Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount (\$)</b>
1.1	Mobilization and demobilization	1	LS	\$ _____	\$ _____
1.2	Bonding – All works	1	LS	\$ _____	\$ _____
1.3	Insurance	1	LS	\$ _____	\$ _____
<b>Total of Section 1: General To Summary</b>				\$ _____	

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**SECTION 2: Storm Sewer Cleaning & CCTV Inspection**

<b>Item</b>	<b>Description</b>	<b>Est. Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount (\$)</b>
2.1	High pressure hydraulic cleaning of subdrain and storm pipes.	18,000	m	\$ _____	\$ _____
2.2	Internal inspection of subdrain and storm pipes by CCTV camera including all CDs or DVDs and reports	18,000	m	\$ _____	\$ _____
2.3	Final Report	1	L	\$ _____	\$ _____
2.3	Lost time	10	hrs	\$ _____	\$ _____
<b>Total of Section 2: To Summary</b>				\$ _____	

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**Tender Summary**

<b>Section 1</b>	<b>General</b>	\$ _____
<b>Section 2:</b>	<b>Storm Sewer Cleaning &amp; CCTV Inspection</b>	\$ _____
<b>Total Tender Price</b>		\$ _____

**Note:** The above Total Tender Price shall exclude HST and shall be entered on pages 6 of the Form of Tender.

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**STATEMENT "A" – LIST OF SUB-CONTRACTORS**

The bidders shall list hereunder the names of all sub-contractors intended to be used in the execution of this work subject to the approval of the Engineer.

All work not performed directly by the Contractor's forces shall be included in this list.

Sub-Trade	Name of Sub-Contractor	Address of Sub-Contractor

Unless this list is properly completed, the Tender may be disqualified. All changes to this list must be approved by the Engineer.

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**STATEMENT "B" – TENDERER'S EXPERIENCE IN SIMILAR WORK**

Year Completed	Description of Work	For Whom Work Was Performed	Value (\$)



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**STATEMENT "C" – FEDERAL HARMONIZED SALES TAX**

The Contractor shall **NOT** include any amount in his tender price for the Harmonized Sales Tax (HST). Any amount to be levied with respect to the HST will be included as a separate item on the payment certificate. The appropriate HST levy will be paid to the Contractor in addition to the amount approved by the Engineer for work performed under the contract and will, therefore, not affect the amount of the contract.

The contractor will be required to make the appropriate remittance to Canada Revenue Agency in accordance with the legislation.

- i) Total Tender Price \$ \_\_\_\_\_
- ii) Estimated Cost of Harmonized Sales Tax \$ \_\_\_\_\_
- iii) Total Contract Amount [(i) + (ii)] \$ \_\_\_\_\_
- iv) HST Registration Number: \_\_\_\_\_

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Contractor's Signature(s)**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Contractor's Seal**

Witnesses: \_\_\_\_\_  
\_\_\_\_\_

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**AGREEMENT TO BOND**

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

.....  
.....

In a bond totaling One Hundred Percent (100%) of the contract amount, and conforming to the Instruments of Contract attached hereto, for the full and due performance and maintenance of the works shown as described herein if the Tender for .....

.....

is accepted by the Owner. We also agree to a bond as surety for the payment of the cost of all labour and materials for an amount equal to 100% of the contract amount used by the Contractor in due performance of his work.

It is a condition of this Agreement that if the above mentioned Tender is accepted, application for a Performance Bond and Labour and Materials Payment Bond, must be completed with the undersigned within fourteen (14) days of acceptance of the tender related thereto, otherwise this Agreement shall be null and void.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Name of Bonding Company

\_\_\_\_\_  
Signature of Authorized Person Signing for Company

\_\_\_\_\_  
(Company Seal)

\_\_\_\_\_  
Position

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## **SCHEDULE OF DRAWINGS**

1. Contract Drawings

C101 – SUBDRAIN INVENTORY

General Notes

- EXISTING AIRFIELD PAVEMENT
- EXISTING MANHOLE
- EXISTING SUBDRAIN (200mm & 250mm)
- EXISTING FENCE
- NON PERFORATED PIPE (200mm TO 1050mm)
- WATER FLOW DIRECTION

DRAFT FOR DISCUSSION

Revisions

No.	By	Date (YY-MM-DD)	Description
0	NI	17-03-20	Preliminary Design

Keyplan

North Arrow

Engineer's Stamp

Project Title

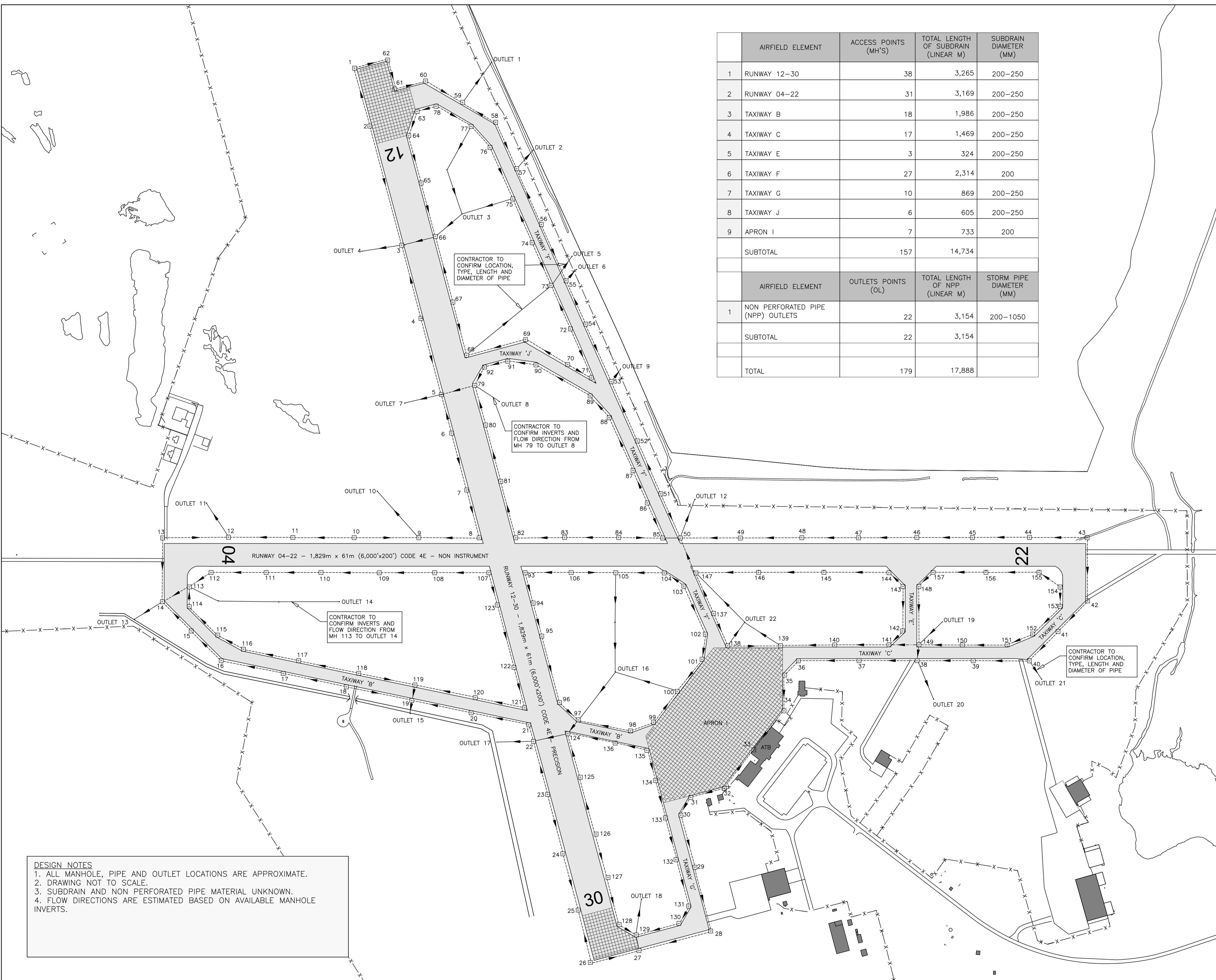
**CCTV INSPECTION AND SUBDRAIN FLUSHING**

Drawing Title

**SUBDRAIN INVENTORY**

Designed By <b>EDH</b>	Drawn By <b>NI</b>	Project No. <b>15M-00102-02</b>
Approved By	Checked By <b>KB</b>	Contract No.
CAD Drawing File		Date <b>30-03-2017</b>
Scale Horizontal		Drawing No. <b>C101</b>
Vertical		Sheet No. <b>1 of 1</b>

	AIRFIELD ELEMENT	ACCESS POINTS (MH'S)	TOTAL LENGTH OF SUBDRAIN (LINEAR M)	SUBDRAIN DIAMETER (MM)
1	RUNWAY 12-30	38	3,265	200-250
2	RUNWAY 04-22	31	3,169	200-250
3	TAXIWAY B	18	1,986	200-250
4	TAXIWAY C	17	1,469	200-250
5	TAXIWAY E	3	324	200-250
6	TAXIWAY F	27	2,314	200
7	TAXIWAY G	10	869	200-250
8	TAXIWAY J	6	605	200-250
9	APRON I	7	733	200
	<b>SUBTOTAL</b>	<b>157</b>	<b>14,734</b>	
	AIRFIELD ELEMENT	OUTLETS POINTS (OL)	TOTAL LENGTH OF NPP (LINEAR M)	STORM PIPE DIAMETER (MM)
1	NON PERFORATED PIPE (NPP) OUTLETS	22	3,154	200-1050
	<b>SUBTOTAL</b>	<b>22</b>	<b>3,154</b>	
	<b>TOTAL</b>	<b>179</b>	<b>17,888</b>	



**DESIGN NOTES**

- ALL MANHOLE, PIPE AND OUTLET LOCATIONS ARE APPROXIMATE.
- DRAWING NOT TO SCALE.
- SUBDRAIN AND NON PERFORATED PIPE MATERIAL UNKNOWN.
- FLOW DIRECTIONS ARE ESTIMATED BASED ON AVAILABLE MANHOLE INVERTS.

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## **GENERAL CONDITIONS OF THE CONTRACT**

### **GENERAL**

#### **DEFINITIONS**

**Contract Documents:** consist of the executed Agreement, General Conditions of the Contract, Supplementary Conditions, the executed Bid, General Specifications, construction specifications, drawings and such other documents as are listed in the Unit Price Agreement, including all amendments thereto incorporated before their execution as agreed upon between the parties in writing.

**Owner, Engineer, Contractor:** persons, firms, or corporations identified in the Unit Price Agreement. Such parties are referred to throughout the Contract Documents as if singular in number and masculine in gender. The terms Owner or Engineer include their authorized representatives as designated, in writing, to each of the other parties.

**Subcontractor:** shall have the meaning ascribed thereto in the Builders' Lien Act.

**Other Contractor:** a person, firm or corporation employed by, or having a separate contract directly or indirectly with the Owner, for work other than The Work.

**Project:** means the total concept, of which The Work may be the whole or a part.

**Work:** means the totality of all Products, labour and services required by the Contract Documents.

**Place of The Work:** the site or location of The Work, designated in the Contract Documents.

**Products:** means all materials, machinery, equipment, and fixtures forming, or intended to form, the competed Work or a part thereof, but excludes machinery and equipment used for preparation, fabrication, conveying and erection of the Work and normally referred to as construction machinery and equipment.

**Day:** shall mean a calendar day.

**Working Day:** shall mean days other than Saturdays, Sundays, and holidays that are observed by the construction industry in the area of the Place of The Work.

**Substantial Performance:** whether for the Contractor or a Subcontractor, shall mean when all Work specified in the Contract (excluding Work required during the warranty period) has been completed by the Contractor in accordance with the Specifications and Plans, and has been accepted by the Owner.

**Final Payment:** shall mean all sums due to the Contractor when terms and conditions of the Contract appear to be complete, except for the requirements of the provisions as to Warranty.

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**Net Cost:** shall mean the proven cost of Products, including labour (including actual worker's pay), Worker's Compensation Insurance, Canada Pension Plan, workers' premium for Unemployment Insurance, holiday pay and medical benefits, payments to a proportionate part of the wages of foremen, plant and tools, equipment rental, and other costs, as applicable to the item being costed.

**Contract Price:** shall mean the sum stated in the Unit Price Agreement and as may be amended during the progress of The Work.

**Contract Time:** identified as the time stated in Article A-1 of the Unit Price Agreement, elapsing from the date of commencement of The Work until the date of Substantial Performance, as approved by the Engineer.

**Deficiency Holdback:** means the Engineer's estimate of the cost of completing deficiencies in, or correcting defects in, The Work.

**Total Performance:** shall mean that The Work has been completed, except for the requirements of the provisions as to Warranty.

**Construction Completion Certificate:** shall mean the Certificate issued by the Engineer certifying that the work has been completed by the Contractor, except for the requirements of the provisions as to Warranty.

**Contingency:** No portion of the contingency sum set out in the tender form shall be allotted to the performance, the correction or the replacement of any work which the Contractor is required to perform under the terms and conditions of the Contract Documents. In the event there are changes, modifications, or alterations made in any of the Contract Documents or by additional instructions that would lead to an increase in the total cost of work, and if such changes have been approved by the Engineer and are chargeable to the Owner then such amount will be set off against the contingency allowances outlined in the tender form. Under the general conditions of this contract the Contractor shall have no right or claim against any part of the contingency allowance.

## **DOCUMENTS**

The Contract Documents, except the Unit Price Agreement, shall be signed or initialed by the Owner and the Contractor; any Contract Documents that may be bound separately shall be signed or initialed for identification.

The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

The intention of the Contract Documents is to include all Products, labour and services necessary to perform The Work in accordance with these documents, including all minor Products, labour and services not shown or specified, but which are reasonably necessary for performance and completion of The Work.

Words that have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

In the event of conflicts between Contract Documents, the following shall apply:

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- a) Documents of later date shall govern over earlier documents of the same classification;
- b) Figured dimensions shown on the Drawings shall govern even though they may differ from scaled dimensions;
- c) Drawings of larger scale shall govern over those of smaller scale;
- d) Specifications shall govern over Drawings;
- e) The General Conditions of the Contract shall govern over General Specifications;
- f) Supplementary Conditions, where included in the Contract Documents, shall govern over the General Conditions of the Contract;
- g) Special Provisions shall govern over the General Conditions, Supplementary Conditions and all Specifications.
- h) The Unit Price Agreement shall govern over all documents.

**OWNER**

**Clear Property Title**

The Owner shall indemnify and hold harmless the Contractor from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Contract that are attributable to lack of, title or a defect in the title, to the Place of the Work.

Necessary access or easements to the Place of Work will be arranged by the Owner. The Contractor shall have use of this access for purposes incidental to the Contract. Any such use shall not interfere with operations of the Owner, any Other Contractor or persons employed by the Owner, or with the rights of any other persons.

The Contractor may wish to arrange for special easements, or special use of adjoining or neighbouring public or private properties, for the purpose of expediting the Work. The Contractor shall hold the Owner and the Engineer harmless from any claims arising from use thereof.

**Owner's Right to Stop Work or Terminate the Contract**

If the Engineer at any time is of the opinion that the Contractor:

- a) is neglecting to prosecute the Work properly or in accordance with the approved Schedule; or
- b) is failing, or has failed, to perform any provision of the Contract; or
- c) refuses or fails to supply sufficiently skilled workers, provide proper workmanship, supply sufficient or proper Products, construction machinery or equipment; or
- d) persistently disregards laws or ordinances, or the Engineer's instructions; or
- e) otherwise violates to a substantial degree the provisions of the Contract.

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And so certifies, in writing to the Owner and the Contractor, the Owner may give the Contractor notice, in writing, requiring him to correct such failure or default within five (5) working days.

If the Contractor fails to correct the failure or default within the time specified in such notice, the Owner may, without prejudice to any other right or remedy he may have, terminate forthwith the Contractor's right to perform the Work or any part thereof, or terminate the Contract forthwith.

If the failure or default is such that, in the opinion of the Engineer, it cannot be corrected within the time specified in the notice, the Contractor shall be deemed to have complied with the notice if he:

- a) commences the correction of the failure or default within the time specified; and
- b) furnishes the Engineer with a schedule for such correction, acceptable to the Engineer, within the time specified; and completes such correction within the time or times set forth in such schedule.

If the Contractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of his insolvency, the Owner may, without prejudice to any other right or remedy he may have, by giving the Contractor written notice, terminate forthwith the Contractor's right to perform the Work, or may terminate the Contract forthwith.

If the Owner terminates the Contract or the Contractor's right to perform the Work, the Owner is entitled:

- a) to take possession of the Place of the Work and Products thereon and utilize the construction machinery and equipment, the whole subject to the rights of third parties, and to finish the Work by whatever methods the Owner may deem expedient but without undue delay or expense;
- b) to withhold any further payment to the Contractor until the Work has been completed;
- c) upon Total Performance of the Work, charge the Contractor the amount by which the full cost of finishing the Work, as certified by the Engineer, including compensation to the Engineer for his additional services and a reasonable allowance as determined by the Engineer to cover the cost of any corrections which may be required by General Conditions Section 1.10.2 - Warranty, exceeds the unpaid balance of the Contract Price, or, if such cost of finishing the Work is less than the unpaid balance of the Contract Price, pay the Contractor the difference.
- d) on expiry of the warranty period or periods, charge the Contractor the amount by which the cost of corrections under General Conditions Section 1.10.2 - Warranty exceeds the allowance provided for such corrections, as described in c) above, or, if the cost of such corrections is less than the allowance, pay the Contractor the difference.



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### **Owner's Right of Entry**

The Owner shall have the right to enter, occupy, and use the Work, in whole or in part, at any time before completion of the Contract, if such entry, occupation and use does not prevent or interfere with the performance of the Work.

Such entry, occupation and use shall neither be considered as acceptance of the Work by the Owner nor shall it relieve the Contractor of responsibility to complete the Work.

## **CONTRACTOR**

### **Contractor's Responsibilities and Control of the Work**

The Contractor shall have complete control of the Work. He shall effectively direct and supervise the Work to ensure conformance with the Contract Documents. He shall be solely responsible for all the construction means, methods, techniques, sequences and procedures, and for coordinating all parts of the work. Contractor shall be escorted by the Airport Operator at all times when airside.

The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structures and other temporary facilities, and the design and execution of construction methods required in their use. The Contractor shall engage and pay for registered engineering personnel skilled in the appropriate discipline to perform these functions, where required by law or by the Contract Documents, and in all cases where such temporary facilities and their methods of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.

### **Superintendent**

The Contractor shall employ a competent superintendent who shall be in attendance at the Place of the Work at all times while the Work is being performed. If the superintendent is not on site the Work is to cease.

Superintendent shall represent the Contractor at the Place of the Work, and directions given to him shall be held to have been given to the Contractor. Important directions will be confirmed to the Contractor, in writing, by the Engineer.

The Superintendent shall be satisfactory to the Engineer and shall not be changed by the Contractor except for good reason, and only then after consultation with, and agreement by, the Engineer.

- a) The Engineer shall have the authority to order the removal from the Work of any Superintendent, Supervisor, Foreman or other employee on the Work should the Engineer consider such person detrimental to the progress or quality of the Work. Any person so removed shall not be re-employed on the Work by the Contractor or by a Subcontractor.

### **Contractor's Right to Terminate the Contract**

If the Owner should be adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of his insolvency, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner written notice, terminate the Contract.

If the Work should be stopped or otherwise delayed for a period of thirty days or more under an order of any court, or other public authority, provided such order was not issued as the result of any act or fault of the Contractor or of anyone directly or indirectly employed by him, or acting on his request, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner written notice, terminate the Contract.

The Contractor may notify the Owner, in writing, with a copy to the Engineer, that the Owner is in default of his contractual obligations if the Owner fails to pay to the Contractor within forty-five (45) days of the issue date of the Engineer's Certificate for Payment, subject always to the Owner's rights under law or this Contract to make deductions. Such written notice shall advise the Owner that if such default is not corrected within five (5) working days from the Owner's receipt of the written notice, the Contractor may, without prejudice to any other right or remedy he may have, terminate the Contract.

If the Contractor terminates the Contract under the conditions set out above, he shall be entitled to be paid for all work performed up to the date of the Owner's receipt of such notice. The Engineer shall, in his absolute discretion, certify the value of such work to the said date. If the Contractor terminates the Contract under the provisions of General Conditions Section 1.3.1 or 1.3.3, the Contractor shall also be entitled to two and one half percent (2 1/2%) of the difference between such value and the Contract Price, if such value is less than fifty percent (50%) of the Contract Price, and to five percent (5%) of the difference between such value and the Contract Price, if such value is fifty percent (50%) or more of the contract Price, in lieu of all other claims for damages.

### **Rejected Work**

Defective work, whether the result of poor workmanship, use of defective Products or damage through carelessness or other act or omission of the Contractor, and whether incorporated in the Work or not, which has been rejected by the Engineer as failing to conform to the Contract Documents, shall be removed promptly from the Work and replaced or re-executed by the Contractor, in accordance with the Contract Documents and at the Contractor's expense.

Other work destroyed or damaged by such removals, replacements or re-execution shall be made good promptly, at the Contractor's expense.

The Owner reserves the right to correct defective or rejected work and deduct the cost of the same from the Contract Price.

If, in the opinion of the Engineer, it is not expedient to correct defective work or work not done in accordance with the Contract Documents, the Owner may deduct from the Contract Price the difference in value between the work was done and that required by the Contract; the amount of which shall be determined by the Engineer in his absolute discretion.

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### **Use of Premises**

The Contractor shall confine his equipment and plant, storage of materials and his operations to limits indicated by Laws, Ordinances, Permits, the Contract Documents or by specific direction of the Engineer, and shall not unreasonably encumber the Place of Work. The contractor shall be escorted by the Airport Operator at all times when airside.

The Contractor shall not interfere in any way with the work or scheduling of any Other Contractor or employee of the Owner. In order to avoid or minimize such interference, the Engineer may, in his absolute discretion, establish schedules or methods and shall notify the Contractor accordingly. The Contractor shall, without receiving any additional payment, comply with the schedules or methods established by the Engineer.

### **OWNER AND CONTRACTOR**

#### **Damages and Mutual Responsibility**

If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party, or anyone employed by or through him, then he shall be reimbursed by the other party for such damage. The party reimbursing the other party shall be subrogated to the rights of the other party in respect of such wrongful act of neglect if it be that of a third party.

Claims under this Article shall be made, in writing, to the party liable within ten (10) working days after the first observance of such damage, and may be settled by Unit Price Agreement, or in the manner set out in the Contract Documents, for the settlement of disputes.

If the Contractor has caused damage to any other Contractor on the Project, the Contractor shall indemnify and hold harmless the Owner from and against any and all claims, costs, suits or proceedings arising therefrom.

If the Contractor becomes liable to pay or satisfy any final order, judgment or award against the Owner, then the Contractor, upon undertaking to indemnify the Owner against any and all costs, shall have the right to appeal in the name of the Owner such final order or judgment to any and all courts of competent jurisdiction.

#### **Assignment**

Neither party to the Contract shall assign the Contract, or any portion thereof, without the written consent of the other.

### **ENGINEER**

#### **Engineer's Decisions**

The Engineer shall decide on questions arising under the Contract Documents and shall interpret the requirements therein. Such decisions shall be given in writing. The Engineer shall use his powers under the Contract to enforce its faithful performance by both parties hereto.

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The Contractor shall notify the Engineer, in writing; within five (5) working days should he hold that a decision by the Engineer is in error or at variance with the Contract Documents.

If the question of error or variance is not resolved within five (5) working days, and the Engineer decides that the work in dispute shall be carried out, the Contractor shall act according to the Engineer's written decision.

Should the Engineer's employment be terminated, the Owner shall appoint an Engineer whose status, under the Contract, shall be that of the former Engineer.

Nothing contained in the Contract Documents shall create any contractual relationship between the Engineer and the Contractor.

The Engineer will not, except by written notice to the Contractor, stop or delay any part of the Work pending instructions or proposed changes in the Work.

**Inspection of the Work**

The Owner, the Engineer and their authorized representatives shall have access to the Work at any time for inspection wherever it is in preparation or progress. The Contractor shall cooperate to provide reasonable facilities for such access. If such inspection shows that any Product or workmanship is not in accordance with the Contract Documents, such Product or workmanship shall be rejected.

If special tests, inspections or approvals are required by the Contract Documents, the Engineer's instructions or the law of the Place of the Work, the Contractor shall give the Engineer and the affected authority adequate notice requesting inspection. Inspection by the Engineer will be made promptly. The Contractor shall arrange inspections by other authorities and shall notify the Engineer of the date and time. The Contractor shall furnish, promptly to the Engineer, two (2) copies of all certificates and inspection reports relating to the Work.

If, without the approval of the Engineer or the affected authority, the Contractor covers, or permits to be covered, any of the Work that is subject to inspection before any special tests and approvals are completed, the Contractor shall uncover the Work, have the inspections satisfactorily completed and make good the Work at his own expense.

Examination of any questioned work, beyond the Engineers usual inspections, may be ordered by the Engineer. If such work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of examination and replacement. If such work is found not to be in accordance with the Contract documents, the Contractor shall pay the cost of examination and replacement.

**Ownership of Documents and Models**

All Contract Documents and copies thereof, furnished by the Engineer, or Owner, are and shall remain the property of the Engineer and are not to be used on other work.

Such documents are not to be copied or revised in any manner without the written authorization of the Engineer.

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Models, samples, mock-up panels or units, furnished by the Engineer, Contractor or the Owner, are the property of the Owner.

## **OTHER PARTIES**

### **Subcontractors**

The Contractor agrees to preserve and protect the rights of the Owner under the Contract with respect to any work to be performed by Subcontractors.

Without limiting the provisions of the above paragraph, the Contractor shall ensure that any subcontract requires the Subcontractor to accept and be bound by the provisions of General Conditions Section 1.9.2 - Substantial Performance.

### **Other Contractors**

The Owner reserves the right to let separate contracts in connection with the project and to coordinate insurance coverages.

The Engineer will coordinate the work of Other Contractors as it affects the Work of this Contract.

The Contractor shall coordinate his work with that of Other Contractors and connect or interface as described in the Contract Documents.

The Contractor shall report to the Engineer, in writing, any apparent deficiencies in Other Contractor's work, which would affect the Work of this Contract, immediately as they come to his attention. Failure to do so report shall invalidate any claims by the Contractor against the Owner by reason of the deficiencies of Other Contractor's work, except as to those of which the Contractor could not have been reasonable aware.

The Owner will take all reasonable precautions to avoid labour or other disputes on the Project arising from the work of Other Contractors but shall not be in any way liable for delays or costs occasioned by such disputes, beyond the provisions of General Conditions.

## **CONTRACT TIME**

### **Contract Time**

The Contract Time shall be adjusted only by written instruction of the Engineer, to the Owner and the Contractor, and only as described in General Conditions.

No bonus will be allowed by the Owner for completion of the Work in less time than specified in the Unit Price Agreement.

If the Contractor fails to complete the Works, or any of the specified portions of the Works, within the times specified, but nevertheless is permitted to proceed and complete the Works, such permission shall not modify nor waive in any respect any responsibility of the Contractor for damages arising from such non-completion within the time specified.

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## **Schedule**

The Contractor shall, immediately after the award of the Contract, prepare and submit for the Engineer's review a Schedule of activities of the Work to show dates of commencement and completion of various phases or parts of the Work, in relation to the Contract Time stated in the Unit Price Agreement. The Schedule shall provide sufficient detail to the satisfaction of the Engineer. After acceptance, the Schedule shall not be changed without the consent of the Engineer.

The Owner reserves the right to withhold payment from the Contractor if such Schedule is not submitted prior to, or with the first application for, payment, or a revised Schedule is not submitted prior to the next subsequent application for payment after an extension of time has been granted.

More detailed requirements for this Schedule may be described in other sections of this contract.

## **Delays**

If, in the opinion of the Engineer, the Contractor is delayed in the performance of the Work by any act or neglect of the Owner, or the Engineer, or any employee of either of them, the Contract Time shall be extended by an amount to be determined by the Engineer.

If, in the opinion of the Engineer, the Contractor is delayed in the performance of the Work by a Stop Work Order issued by any court, other public authority or the Engineer, and providing that such order was not issued as a result of any act or fault of the Contractor, or of anyone employed by him directly or indirectly, then the Contract Time shall be extended by an amount to be determined by the Engineer.

If, in the opinion of the Engineer, the Contractor is delayed in the performance of the Work by labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized Contractors' Association, of which the Contractor or a Subcontractor is a member), fire, unusual delay by common carriers or unavoidable casualties or, without limit to any of the foregoing, by any cause beyond the Contractor's control, then the Contract Time shall be extended by an amount to be determined by the Engineer.

No extension of the Contract time shall be considered for delay unless written notice of claim is given to the Engineer within fourteen (14) days of its commencement.

Extension of the Contract Time shall not be grounds for any increase in the Contract Price.

## **CHANGES AND INSTRUCTIONS**

### **Changes in the Work**

The Owner, but only through the Engineer, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work, with the Contract Price and the Contract Time being adjusted accordingly.

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No changes shall be made without a written instruction from the Engineer and no claim for an addition or a deduction to the Contract Price shall be valid unless so ordered, and at the same time valued or agreed to be valued, as provided in General Conditions, Valuation and Certification of Changes in the Work.

**Valuation and Certification of Changes in the Work**

If the Engineer is of the opinion that a change in the Work justifies a change in the Contract Price, the method of determining such change shall be established by the Engineer in one of, or a combination of, the following methods:

- a) by the Contractor's estimate and acceptance by the Owner of a lump sum;
- b) by Unit Prices set out in the Contract or subsequently agreed upon by the Owner and the Contractor;
- c) by Contractor's net cost and a fixed or percentage fee as provided in the Contract Documents. On labour by the contractor, fifteen percent (15%) (total) overhead and profit on the actual wage paid workers will be allowed. All labour will be paid at straight time rates unless overtime is authorized in writing in advance. On material supplied by the Contractor, ten percent (10%) (total) handling and profit will be allowed. On work of a Subcontractor, ten percent (10%) (total) overhead and profit will be allowed. On equipment rental, "Equipment Rental Rates and Membership Roster" (SHCA) will apply (latest update of rates when available).

Equipment rental shall be at locally accepted rates or, in the absence of such rates, at the current provincial government approved rates. For equipment which has to be brought to the Place of the Work for the purpose, transportation costs will be negotiated. A piece of equipment shall mean a unit complete including operator, fuel, grease and maintenance and such costs as are normal to an operating unit. Rental shall be paid for actual hours of work only. No payment will be made for standby or idle time.

When a change in the Work is proposed or required, the Contractor shall present to the Engineer his claim for any change in the Contract Price and/or change in Contract Time. If the Engineer approves such claim, he will, after approval by the Owner, issue a written order to the Contractor to proceed with the change. The value of work performed in the change shall be included for payment with the next and subsequent regular Certificates for Payment. In the event that the owner decides not to proceed with a proposed change, the Engineer will notify the Contractor in writing.

In the case of changes in the Work to be paid for under methods b) and c) of General Conditions Section 1.8.2, the form of presentation of costs and methods of measurement shall be determined by the Engineer and Contractor before proceeding with the change. The Contractor shall keep accurate records of quantities or costs and present an account of the cost of the change in the Work, together with vouchers, where applicable.

If the method of valuation or measurement of a change, modification of the Contract Price, or change in Contract Time cannot be promptly agreed upon, and the change must proceed without delay, the Engineer shall order the change and shall determine the method, modification or change to be employed or allowed.

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In the case of dispute in the value of a change authorized in the Work, and pending final determination of such value, the Engineer shall determine the value of work performed and include that amount with the regular Certificates for Payment.

### **Additional Instructions**

During the progress of the Work, the Engineer will furnish to the Contractor such additional instructions as may, in the opinion of the Engineer, be necessary to supplement or clarify the Contract Documents. All such instructions will be consistent with the intent of the Contract Documents.

Additional instructions may include changes to the Work that affect neither the Contract Price nor the Contract Time.

Additional instructions may be in the form of drawings, samples, models, or oral or written instructions.

### **PAYMENT CERTIFICATES**

#### **Progress Payment Certificate**

The Contractor shall submit to the Engineer, before the first Progress Payment Certificate, a Contract Price breakdown for the Lump Sum items of the Work, aggregating the total amount of the Lump Sum price(s) and divided so as to facilitate evaluation of applications for payment. Unless a specific date is provided in the Supplementary Conditions, the breakdown shall also identify the date of the month for all monthly claim periods.

The Progress Payment Certificate shall identify the items of Work, actual quantities performed on the Work, Contract Unit prices, Lump Sums, the total of money paid to date, all holdback sums and the net amount approved for payment up to the last day of the agreed monthly period. Measurement for payment shall be in accordance with the relevant provisions of the Specifications.

#### **Substantial Performance**

When the Contractor is of the opinion that the Work is substantially performed, he may issue a notice to the Engineer, on behalf of the Owner, requesting an inspection of the work.

The Engineer, on behalf of the Owner, shall, within five (5) working days of receipt of the notice, make an inspection and assessment of the Work. The Engineer shall, within five (5) days of his inspection, notify the Contractor, in writing, of his approval or disapproval to issue a Construction Completion Certificate.

A Construction Completion Certificate shall state that the Work, or a substantial part of the Work, under the Contract or a Subcontract is ready for use, or is being used for the purposes intended, and indicate the date for the start and end of the warranty period. The Engineer shall separately identify the cost of completing or correcting any unfinished Work and list the items of the Work that cannot be completed expeditiously, on account of climatic or other



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reasons beyond the control of the Contractor or Subcontractor, and that do not impair the usefulness of the Work for the purposes intended.

The Engineer shall, in his absolute discretion, determine the Deficiency Holdback and certify a list of defects and/or deficiencies in the Work.

The provisions relating to Construction Completion and holdbacks shall apply to the Work even if the Builders' Lien Act provided that no lien exists.

**Certificates and Payments**

The Progress Payment Certificate shall apply only to the value of the work performed and Products furnished to the Place of the Work.

The Owner will retain holdback in the amount of ten percent (10%) of the value of each progress estimate.

The Owner shall, within thirty (30) days of the date of the Engineer's Progress Payment Certificate, make payment to the Contractor on account, in accordance with the provisions of the Unit Price Agreement. The actual payment paid is subject to the Owner's rights under law, and the provisions of this Contract, to make deductions.

The Engineer shall, if he does not reject a notice of Substantial Performance, within ten (10) working days of receipt of the notice, certify the date of Substantial Performance and issue a Construction Completion Certificate

Notwithstanding any other provisions of this Contract:

- a) Upon acceptance of a notice of substantial Performance and the Issuance of a Construction Completion Certificate by the Engineer on behalf of the Owner, the Owner shall pay the Contractor the Lien Holdback retained for such contract following the expiration of the statutory period stipulated in the Lien Legislation, and applicable to the Place of the Work, providing no lien derived under that subcontract is preserved by anything done under the appropriate Lien Legislation, and the Subcontractor has submitted to the Owner a sworn statement that all accounts for labour, subcontractors, products, construction machinery and equipment, and any other indebtedness that may have been incurred by the Subcontractor in the performance of the subcontract and for which the Owner might in any way be held responsible, have been paid in full except holdback monies properly retained.
- b) If the Contractor, on behalf of a Subcontractor, has submitted a notice for a Construction Completion Certificate for a phase of the Work, the Engineer shall, within ten (10) working days, make an inspection and assessment of the Subcontract work to verify the validity of the notice. The Engineer shall, within five (5) working days of his inspection, issue a Construction Completion Certificate for a particular phase of the Work, or shall notify the Contractor, in writing, of his refusal to do so and the reason therefore. The Owner shall make payment to the Contractor of the amount shown on such Certificate, less all amounts already paid, and less any deductions permitted by law or the Contract, and less all amounts, if any, required to be retained under the Lien Legislation. Any amount required to be

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retained by the Lien Legislation shall be paid, to the Contractor, following the expiration of the statutory period stipulated in the Lien Legislation, providing no liens have been registered which are then outstanding.

- c) Notwithstanding the provisions of Article b) above and the wording of such Certificates, the Contractor shall ensure that the Work of such subcontract is protected pending the Total Performance of the Work, and be responsible for the correction of any defects in it, regardless of whether or not they were apparent when the Construction Completion Certificate of the Work for this subcontract was issued.

As soon as practicable, the Engineer shall seek to settle all claims of the Contractor or of the Owner for extra work or deletions to the Work, and shall certify the total amount due to the Contractor for the performance of the Work. The Owner shall make payment to the Contractor of the amount shown on such Certificate, less all amounts already paid and less any deductions permitted by law of the Contract, and less all amounts, if any, required to be retained under the Lien Legislation, providing the Contractor has submitted to the Owner a sworn statement that all accounts for labour, Subcontracts, products, construction machinery and equipment, and any other indebtedness which may have been incurred by the Contractor in the performance of the Work and for which the Owner might, in any way, be held responsible, have been paid in full, except holdback monies properly retained. Any amounts required to be retained by the Lien Legislation shall be paid to the Contractor following the expiration of the statutory period stipulated in the Lien Legislation, provided no liens have been registered which are then outstanding.

No Certificates, nor any payments made thereunder, nor any partial or entire use or occupancy of the Work by the Owner, shall constitute an acceptance of any work or Products not in accordance with the Contract Documents.

**PERFORMANCE ASSURANCE**

**Bonds**

The Owner shall have the right to require the Contractor to provide and maintain, in good standing until the fulfillment of the Contract, bonds covering the faithful performance of the Contract and labour and materials payment thereunder, including the requirements of the Warranty provided for in General Conditions, Section 1.10.2 - Warranty, and the payment of all obligations arising under the Contract.

All such bonds shall be issued by a duly incorporated surety company approved by the Owner and authorized to transact a business of suretyship in the Province. The forms of such bonds shall be acceptable to the Owner.

If the Bid Documents require the successful bidder to provide bonds, the Contractor shall pay for same.

If the Owner requests bonds of the Contractor and such bonds were not demanded in the Bid, the Owner shall reimburse the Contractor on receipt of a receipted premium demand and the executed bond itself.

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The Contractor shall produce all required or requested bonds prior to commencing any work of this Contract.

Provide a "Performance Bond" in the name of the Owner for one hundred percent (100%) of the contract price, to assure the faithful performance of the contract, including corrections to the work required under warranty, on the standard performance bond, Canadian Construction Association Document No. (S)21.

Provide a "Labour and Material Payment Bond" in the name of the Owner for one hundred percent (100%) of the contract price, to assure the contractor makes payment to all parties directly contracted to him, on the Standard Bond form, Canadian Construction Association Document No. (S)22.

**Warranty**

The Warranty Period of the Work referred to in this clause shall start, subject as hereinafter provided, on the date as noted in the Construction Completion Certificate.

The Warranty Period for items of the Work that cannot be completed expeditiously on account of climatic or other reasons beyond the control of the Contractor, and that do not impair the usefulness of the Work for the purpose intended, and are identified as such in the Construction Completion Certificate, shall start on the date of completion of the entire Work.

The Contractor shall promptly correct, at his own expense, any defects in the Work due to faulty products or workmanship appearing within the specified warranty period below, from the start of the Warranty period or within such extended period as may be specifically stated in the Specifications. A like Warranty, and for a like period, shall apply to any repaired or replaced product or workmanship, starting on the date of completion of the repair or the replacement.

The warranty period for all surface and underground construction is for a period of **one (1) year** from the date of issue of the Construction Completion Certificate.

To ensure the Owner has benefit of any and all Product or system warranties offered by manufacturers or others, the Contractor shall ensure that all Warranties are assignable and are assigned to the Owner in the Owner's name. Such assignment shall not relieve the Contractor of his obligations under this General Conditions, Section 1.10.2 - Warranty.

The Contractor shall correct, at his own expense, all damage resulting from any defects or corrections to any defects required under the conditions of Section 1.10.2 paragraph 3 above.

The Owner may, in an emergency or if the Contractor neglects to correct defects for any reason, do the work, or direct someone else on his behalf to do the work, and charge the Contractor accordingly.

No certificate of the Engineer nor payment thereunder shall relieve the Contractor from his responsibility herein.

The Owner or the Engineer will promptly give the Contractor written notice of all observed defects.

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The Engineer shall, one month prior to termination of the warranty Period, notify the Owner and the Contractor, by written notice, that an inspection of the work is required and shall, in such notice, fix a date for such inspection which shall be within the next ten (10) days. The inspection will be carried out by the Engineer, who may be accompanied by the Owner and the Contractor. The Engineer will record defects requiring repair or correction and will instruct the Contractor, in writing, to remedy such defects within fifteen (15) days. If the Contractor refuses or neglects, for any reason, to correct such defects, the Owner may correct them or direct someone else, on his behalf, to correct them, and charge the Contractor for all the costs of such correction.

For the duration of the maintenance period, the Contractor shall be responsible for faulty material and/or workmanship, and for maintenance and corrections that are a direct result of faulty material and/or workmanship.

All rectification work made necessary by subsidence of trenches and fill areas, related to the scope of work, will be the responsibility of the Contractor to the end of the maintenance period.

The Contractor is not relieved of his obligation to maintain the system until such time as the Owner signs the "Final Acceptance Certificate". The Owner may request an extension to the maintenance period due to faulty materials or poor workmanship. The Contractor will be held responsible for maintaining the system for this period of extension at no cost to the Owner.

After due notification, in writing, to the Contractor, the Owner may proceed with correction of fault at the expense of the Contractor and his surety. In emergency situations endangering life or public property, the Owner shall proceed with repairs and thereupon advise the Contractor of the failure, and resulting costs shall be paid by the Contractor.

The Engineer will issue a Final Acceptance Certificate to the Contractor when the maintenance period is complete, all maintenance deficiencies are rectified, and approval has been received from the Owner.

**INDEMNIFICATION AND INSURANCES**

**Indemnification**

The Contractor shall indemnify and hold harmless the Owner and the Engineer, their agents and employees, from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of, or attributable to, the Contractor's performance of the Contract. Without limiting the generality of the foregoing, such indemnity shall extend to claims for liens filed under the appropriate Lien Legislation after the time available to the Contractor for filing liens.

Nothing in the Contract Documents or any approval, expressed or implied, of the Engineer or the Owner, shall relieve the Contractor of any liability for latent defects or inherent vice which may be imposed by law.

**Insurances**

The Contractor shall maintain Comprehensive Liability and Property Insurance applicable to the Work and all parties thereto for the full term of the Contract including the Warranty period(s), unless specified otherwise.

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The Contractor shall ensure that there is no exclusion in their insurance policy for aviation/airside Work.

The Contractor shall provide proof of all insurance to the owner prior to commencing the Work.

A specific listing of required insurance may be described in Supplementary Conditions.

**Protection of Work and Property**

The Contractor shall protect all property adjacent to the Place of the Work from damage as the result of his operations under the Contract.

The Contractor shall protect the Work and the Owner's property from damage, and shall be responsible for any damage that may arise as the result of his operations under the Contract.

**Worker's Compensation**

Prior to commencing Work, and prior to receiving payment for Substantial Performance of the Work and the final payment, and at any time during the term of Contract, when requested by the Engineer, the Contractor shall provide evidence that the Contractor and all Subcontractors have complied with all requirements of the Province with respect to Workers' Compensation, including payments due thereunder.

**END OF SECTION**

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## **SUPPLEMENTARY GENERAL CONDITIONS**

The Supplementary Conditions shall be read in conjunction with the General Conditions and shall govern over them.

### **Insurance**

Supplement section 1.11.2 – Insurance with the following:

Without restricting the generality of General Condition, Section 1.11.1 - Indemnification, the Contractor shall provide, maintain and pay for the insurance coverage's listed hereafter.

The specific minimum requirements of insurance called for by the General Conditions of contract and required under this contract are as follows:

- i) Comprehensive Public Liability and Property Damage Insurance, Two Million Dollars (\$2,000,000.00) inclusive.
- ii) Automobile Liability Insurance, Two Million Dollars (\$2,000,000.00) inclusive.

Without in any way limiting the obligations or liabilities of the Contractor, the Contractor shall maintain and keep in force during the term of this contract until the date of final acceptance, in an insurance company or companies and under policies of insurance acceptable to and approved by the Owner, the following insurance with limits not less than that shown under the Special Conditions of contract. Insurance policies shall remain in force for the duration of the contract, including the specified warranty period and until the date of issuance of the Final Acceptance Certificate. No policy shall be altered in any manner that would affect the interest of the Owner, nor cancelled, either by the Contractor or the insurer, without thirty (30) days' notice by registered mail to the Owner. When changes in the contract are material to the risk, the Contractor shall notify the insurance and the surety. **All policies required under this clause shall name the Sault Ste. Marie Airport Development Corporation and WSP as an additional insured, and shall indemnify Sault Ste. Marie Airport Development Corporation and WSP, their officers and agents.**

Automobile Liability Insurance on all vehicles used in connection with the work under this contract, whether owned by the contractor or his sub-contractors or not, shall include any and all liability assumed under this contract.

Comprehensive Public Liability and Property Damage Insurance shall apply to all operations of the contractor in connection with this contract. This protection shall include, but not be limited to, the contractor's contingent liability with respect to subcontractors, contractual liability assumed under this contract, completed operations, and, if Worker's Compensation Act is not applicable, to any employees of the contractor or his subcontractors employer's liability. **The Contractor shall have the Sault Ste. Marie Airport Development Corporation and WSP added as an additional insured, with cross-liability to such insurance.**

The Contractor shall deposit with the Engineer, at the office from which the contract is let, before commencement of the work, insurance policies or certified copies thereof, required under the above. Original policies will be returned to the contractor without undue delay.

**END OF SECTION**

## **SPECIAL PROVISIONS**

### **1.1 Mobilization and Demobilization**

1. Mobilization and demobilization shall include the CONTRACTOR'S costs of mobilization at the beginning of the project; and the costs of demobilization at the end of the project.
2. Included in mobilization are such items as permits, moving personnel, materials and equipment to the site, setting up temporary facilities and floodlighting, and all preparation for performing THE WORK. This includes the setup, take down, and restoration of the Contractor's yard, staging areas, asphalt plant and any other temporary construction facilities.
3. Included in demobilization are the removal of personnel, materials and equipment; and restoration/cleanup of the site and the Work.
4. Health and Safety
  - 4.1 The Work under this item shall include costs associated with health and safety including the preparation of a project specific Health and Safety Plan which is to be provided to the Engineer and the Sault Ste. Marie Airport Development Corporation at the Pre-Construction Meeting.
  - 4.2 The Work under this item shall include reading and signing the Airport's Safety Management System (SMS) Airside Safety Letter.

### **1.2 Bonding**

1. The Work under this item shall include the provision of the performance and labour and materials bonds as specified in the General Conditions.
2. Payment shall be made at the lump sum bid based on the progress of the Work. Payment shall be full compensation for all related Work.

### **1.3 Insurance**

1. The Work under this item shall include the provision of all necessary insurance coverage as the Contractor may deem appropriate in the completion and protection of the Work.
2. Payment shall be made at the lump sum bid based on the progress of the Work. Payment shall be full compensation for all related Work.

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## **SPECIAL PROVISIONS – SUPPLEMENTARY CONTRACT ITEMS**

### **2.1 HIGH PRESSURE HYDRAULIC CLEANING OF STORM SEWER MAINS**

Cleaning of sewers shall be accomplished by hydraulic powered cleaning equipment. Mechanical equipment which could cause damage to protruding lateral connections or main pipes will not be allowed. Contractor to be escorted by the Airport Operator at all times when airside.

The term “clean” or “cleaning” as used in these specifications shall mean the removal of dirt sludge and semi-solid material from the gravity sewer and their respective manholes by as many flushings as necessary to accomplish this.

Flushing and cleaning operations of sewers will be carried out and limited to that portion of the storm sewer pipe which spans between two adjacent manholes. Prior to flushing, the Contractor may install at the outlet of the receiving manhole such partial and temporary plugs as to ensure that all dirt, sludge, semi-solid and other materials are deposited in this manhole for the eventual removal of same by the Contractor. The Contractor shall prevent such deposited materials from by-passing the manhole and finding its way to the next section of the storm sewer. Should this happen the Contractor at his own cost will effectively clean the affected section of sewer.

All materials deposited in the manholes after the effective flushing of sewers shall be removed by the Contractor. It will be the responsibility of the Contractor to remove and dispose of the residual materials, at his expense, to an approved disposal site.

All water needed for the flushing of the sewers will be supplied by the Airport at no cost. Water supplies can be made available at one of the Fire Hydrants by arrangement with the Airport Foreman. Arrangements and policies for the supply of water will be confirmed at the preconstruction meeting. The contractor shall keep a permanent record of water withdrawn complete with volume, date and time of withdrawal.

The Owner will supply all maps and drawings required for locating the manholes on the sewer lines to be inspected. The Contractor will be responsible for locating and identifying the manholes and sewer lines in the field. The Contractor shall advise the Owner of buried or non-locatable manholes in writing. Any discrepancies found should be noted and reported to the Owner. The Flusher Operator must be escorted by the Airport Operator at all times. The Airport will supply the contact name and phone number.

Equipment shall consist, but not be limited, of the following:

- a) Water Tank (minimum 800 gallons capacity) truck mounted on trailer
- b) Adequate pump capacity
- c) High pressure cleaning gun to produce flows from fine spray to long
- d) distance solid stream to achieve desired cleaning
- e) Sewer- cleaning hose - minimum 200 meters long high pressure hose to safely withstand pumping pressure.



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Payment for flushing will be made on a linear metre basis payable at the unit rate bid. Storm sewer lengths cleaned will be measured between centers of manholes. Lost time, for repeated hydraulic cleaning of stubborn sewer sections, when authorized by the Administrator, will be paid as an extra at the tendered unit rate to be approved by the Administrator for each hour of additional flushing. All lost time will be recorded on the field by the Contractor.

## **2.2 INTERNAL INSPECTION OF SEWERS BY CCTV CAMERA INCLUDING ALL VIDEOS**

Inspection of all sewers will be done by means of a Television Camera to determine the conditions of the pipe as regards to the following:

- a) Inspect sewers to observe and record structural defects, service defects and to assess thoroughness of cleaning.
- b) Reference each inspection to the supplied drawing with manhole numbering.
- c) Pictures must be clear and in focus and must not be hazy due to steam or water vapour. Level in sewer must be controlled by jetting, by-passing, etc. so that any significant occurrence or defect can be seen in enough detail for identification, including the invert of the line.

The Contractor shall provide a pan and tilt type camera, or approved equivalent, to ensure a better evaluation and inspection of the pipe walls, and of leaking joints and lateral connections. The camera shall have remote focus, auto iris, min. 2 lux sensitivity, and min. 600 lines of resolution and shall be self-propelled or skid mounted. Television equipment shall consist of a self-contained camera and a monitoring unit connected by a coaxial cable. This equipment shall be specifically designed and constructed for such inspection purposes.

Picture quality shall be such to produce as a minimum a continuous 460 line resolution picture in colour showing the entire periphery of the pipe. Picture quality and definition shall be to the satisfaction of the Owner. Camera speed shall not exceed 0.1 m / second in a 200 mm diameter sewer. The camera advance rate shall not exceed 6 metres per minute to allow adequate time for operator interpretation. A uniform rate of speed shall prevail.

The Contractor shall provide all equipment and operators required to satisfactorily perform all the work under this Contract. All operators shall be well qualified and experienced and able to readily identify all defects and deficiencies in the storm sewer system.

The Contractor shall allow in his unit rates the cost for installing all required night lines in the sewers to enable the camera traction cable to be drawn through the sewer.

Location measurement of defects shall be made by devices having a proven accuracy of plus or minus 1%.

Equipment shall be mounted in an appropriate vehicle. Electrical power for the system shall be self-contained.

The Owner shall not be responsible for any loss or damage to the Contractor's equipment. The Contractor shall carry all necessary insurance to cover loss, damage, and/or retrieval during inspection.

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The Owner will supply all maps and drawings required for locating the manholes on the sewer lines to be inspected. The Contractor will be responsible for locating and identifying the manholes and sewer lines in the field. The Contractor shall advise the Owner of buried or non-locatable manholes in writing. Any discrepancies found should be noted and reported to the Owner.

All obstructions must be fully inspected and reported. The Contractor may install plugs in the sewers to prevent the flow of waste water during inspection for a period of no longer than ten (10) minutes for any given time. Plugs shall only be installed when approved by the Engineer in locations where water flows hinder a proper television inspection.

CD/DVD records of all the inspected sewers shall also be submitted with the final report and the required CCTV inspection database.

The CCTV inspection shall provide a full record of the condition of the pipes, manholes, and appurtenances along the designated section of pipe.

Inspect sewers to observe and record structural defects, service defects and to assess thoroughness of cleaning.

Pictures shall be clear and in focus and must not be hazy due to steam or water vapour. Level in sewer shall be controlled by jetting, by-passing, etc. so that any significant occurrence or defect can be seen in enough detail for identification, including the invert of the line.

**2.3 FINAL REPORT**

The Contractor shall submit a final report within 10 days of completion of the field work. The final report shall include:

- a) A detailed log of each sewer including:
  - 1. the location of every fault;
  - 2. the estimated extent of the fault;
  - 3. a recommendation on whether the fault requires immediate repair;
  - 4. a recommendation as to what must be done to repair the fault repair including the location, extent, and repair method and materials;
- b) The detailed log shall identify the location (lat/long), type (material), length and diameter of each segment of each sewer. The log should include a details on all outlets including location (lat/long) and inverts. Inverts for all manholes shall be included in the final report.
- c) The log shall be provided in a printed report form, as well as in an electronic format on CD/DVD.
- d) CCTV camera inspection videos documenting each of logged items, provided on CD/DVD.
- e) Digital/Printed photographs documenting each of the logged items, provided on CD/DVD.

Video records shall display the pipe segment between manholes numbers throughout the duration of the pipe inspection. The Report shall include a cover page listing all the inspections included in the Report. The cover page shall include sewer line manhole

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numbers and length in metres of pipe inspected. Contract tendered rates shall include and cover the cost of the Final Report.

The report shall include the location of all service connections together with the statement of opinion as to whether or not the service connections are leaking. Protrusions of service connections into the main line shall be noted with reference to the degree of protrusion.

Digital photographs of all sewer defects shall be taken and shall accompany each inspection report. CD/DVD records of all the inspected pipes shall also be submitted with the final report and the required CCTV inspection database.

Each manhole to manhole section of pipe shall be located on the report form in such a way as to be readily identifiable. Identify such items as manhole numbers, type of pipe, joint length, direction of flows, pipe diameter, manhole depth, inspection date, and names of the inspection technician, persons viewing, and video identification numbers.

**2.4 LOST TIME**

When repeated flushing does not produce the desired cleaning of storm sewers due to heavy accumulation of crushed stone or other similar materials, the Engineer at their discretion will consider and authorize payment to the Contractor for lost time.

Lost time will apply only to the above mentioned circumstances and will be paid at the hourly rate given by the Contractor in the Schedule of Unit Rates and for the actual recorded working hours needed to remove said obstructions and clean the sewer.

The hourly rate for Lost Time shall include and cover all reasonable costs and all other Contractor's expenses and shall be final and conclusive, since no other extras will be paid by the Airport in this respect.

**END OF SECTION**